



Contractor License #422364
Contractor DIR #1000000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

March 8, 2023

Visalia WWTP
7579 Ave 288
Visalia, CA 93277
Sent via Email: wyndi.ferguson@visalia.city

Attn: Wyndi Ferguson
Subject: City of Visalia - Time and Materials Rate Sheet
Reference: SR# TBD

Dear Wyndi,

Telstar Instruments ("Telstar") is pleased to provide Time and Materials Rates for the referenced project to the above identified purchaser ("Customer").

By accepting this proposal from Telstar you agree to treat this as confidential information.

TIME AND MATERIALS RATES

Instrument/Controls Technician	\$134.00 /hour
PLC/HMI/SCADA Programmer	\$152.00 /hour
California State Certified Journeyman Electrician	\$134.00 /hour
Telemetry/Communications/Network Specialist	\$156.00 /hour
Laborer	\$108.00/hour
Electrical/Instrument Engineer	\$156.00 /hour
Tools/Test Equipment/Programing Software	\$185/day
Vehicle/Mileage	No Charge
Travel Expenses	No Charge
Materials Markup.....	10% of List + sales tax and freight

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

- a. Material price is valid for seven (7) days from date referenced on this quote (Refer to COVID clause RE: MATERIAL PRICING AND DELIVERY under Terms and Conditions)
- b. This quotation is based on the inclusion of Telstar's standard Terms and Conditions as part of any purchase order, contract or other agreement.
- c. Time and materials rates are valid through April 2024
- d. Technician billable time starts from point of origin and continues to time of return to Telstar office or point of origin. Travel time is billed as straight time.

1717 Solano Way, Unit 34, **Concord**, CA 94520 Phone 925-671-2888, Fax 925-671-9507
4017 Vista Park Court, **Sacramento**, CA 95834 Phone 916-646-1999, Fax 916-646-1096
202 South Douty Street, **Hanford**, CA 93230 Phone 559-584-7116, Fax 559-584-8028



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- e. Overtime rate is applied for hours worked in excess of 8 up to and including 12 hours Monday–Friday during normal business hours of 7 am to 5 pm. Overtime is applied for hours worked up to and including 12 hours on Saturday and up to and including 8 hours on Sunday. Double-time rate is applied for hours worked in excess of 12 hours Monday-Saturday and for hours worked in excess of 8 hours on Sunday. Overtime rate will be billed at 1.5 times base rate and double-time will be billed at 2 times base rate.
- f. On-site service calls carry a 4-hour minimum per person; time over 4 hours is charged as 8 hours. The minimum charge for remote support is 2 hours.
- g. Telstar is available 24 hours per day, 7 days a week to provide remote and on-site service. On-site emergency calls carry a 4-hour minimum.

TERMS AND CONDITIONS

Base Terms: Quotation is valid for 30 days from the date of Telstar's quotation. Payment is due and payable 30 days from date of invoice. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls are charged at a 4-hour minimum per person, excluding travel time. Unless expressly stated in the quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work.

Limitation of Liability: (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of Customer, its officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment, part or Services that is the subject of the claim. (b) All causes of action against Telstar Instruments arising out of or relating to this Agreement or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar Instruments be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

Force Majeure: Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the



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foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar Instruments for such delay.

Cancellation: In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Quotation or subsequent order, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

Entire Agreement: This Quotation constitutes the entire agreement between Telstar and Customer. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Customer other than those set forth herein or herein provided. This Quotation may only be amended, changed or revised by a written amendment signed by an authorized representative of Telstar. No oral or implied agreements shall be of any force or affect.

Precedence: In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will take precedence and will supersede any and all other conflicting Terms and Conditions.

Submittals: In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

Prevailing Wages: Customer must promptly inform Telstar when a project will be registered on the Department of Industrial Relations. Customer must inform Telstar if Certified Payroll Reports are required to be submitted to Customer. If Customer requests Certified Payroll Reports beyond four weeks in arrears, Customer may be charged an administrative processing fee of \$50.00 per week generated for said reports.

Authorized Signers: Only the following authorized signers of Telstar have the complete legal authority to bind contractual documents: Robert S. Marston (President/Secretary), John D. Gardiner (Vice President/Treasurer), Tammy Misenhimer (Contract Administrator). If a document is signed by an unauthorized signer, the document will be void and unenforceable.

Industry Material Pricing and Delivery: Telstar is unable to hold prices on materials for more than 7 days. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers are experiencing unprecedented delays due to current industry labor shortages, shortage of containers, port congestion, and raw material shortages, that have extended lead times significantly. Telstar reserves the right to amend the delivery date and pricing of materials set forth in this quotation. Telstar considers any of the above related changes imposed by our vendors and manufacturers as outside its reasonable control and subject to Force Majeure provisions.

Insurance: Telstar's standard insurance limits will apply.

Open Shop: Telstar is an Open Shop contractor and will not be signatory to any unions.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Konor Meeks
Hanford Branch Manager
Telstar Instruments