



Contractor License #422364
Contractor DIR #1000000899

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

November 7, 2024

Tuolumne City Sanitary District

Sent via Email: jcooley@tcsdistrict.com; brendatsd@frontier.com

Attn: Jeff Cooley
Subject: Tuolumne City SD - SCADA Improvements
Reference: 30-43328 Phase 2

Dear Jeff,

Telstar Instruments is pleased to provide a quote for the referenced project.

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

We are pleased to provide the following scope of work for the SCADA improvement project located in at the Tuolumne City Sanitary District Wastewater Treatment Plant. Telstar presents a comprehensive proposal for the upgrade and enhancement of the SCADA system for the referenced project. The project will be executed in two phases to ensure an efficient and methodical approach to upgrading the District's SCADA infrastructure.

A detailed scope of services for **Phase 1** is provided under a separate proposal. An allowance has been reserved for **Phase 2**, which focuses on additional SCADA improvements. This allowance will cover enhancements, additional features, and any necessary upgrades identified in the Deficiency List, attached for reference.

Phase 2: Budget Allowance for Additional SCADA System Improvements

The remaining items from the Deficiency List noted as "Phase 2" will need further clarification, as their completion may require panel installation, equipment setup, and conduit/wiring installation prior to functional programming. Telstar will assess these items in greater detail during a later project phase. Based on the District's recommendations and the assessment, we will either proceed with these items on a time-and-material basis or provide a lump sum cost for the listed items. **Time and material Rates are provided** below for reference.

SCOPE OF SUPPLY / SERVICES (Phase 2)

Deficiency List attached for reference.

Phase 2 Allowance Budget Assigned\$222,664.00



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TIME AND MATERIALS RATES

Principal Engineer (Registered CA Professional Engineer)	\$268.00/hr
Engineer	\$212.00/hr
CAD Technician	\$114.00/hr
Senior SCADA/PLC Applications Programmer/Software Developer	\$268.00/hr
SCADA/PLC Applications Programmer/Software Developer	\$222.00/hr
PLC/SCADA-HMI Programming Software, Cables, License, Etc charge (*)	\$21.00/hr
CA State Certified Journeyman Electrician (Based on PW Determination TUO 2024-1)	\$188.75/hr
Electrician Apprentice required by 1775 LC (Based on PW Determination TUO 2024-1)	\$155.00/hr
Instrumentation Field Technician/Controls Systems Specialist	\$202.00/hr
Administrative	\$114.00/hr
Materials/Equipment Markup	Cost +20%
Mileage, Per diem, Fuel Surcharge	Per Federal Guidelines

Phase 2 (Time & Material) CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

- a. Phase 1 and Phase 2 scopes do not include the scope and cost for PLC replacement.
- b. Telstar will not be liable for any loss, damage, or disruption caused by any cybersecurity incidents.
- c. 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)
- d. This quotation is based on the inclusion of Telstar's standard Terms and Conditions as part of any purchase order, contract or other agreement.
- e. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
- f. Telstar assumes no responsibility for performance, applicability, compatibility, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
- g. Please reference the above stated quote number in all correspondence and purchase orders.
- h. A fee of 2% will be applied to all invoices paid by credit card.
- i. Time and materials rates are valid through June 30, 2025.
- j. 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.
- k. 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.
- l. 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.

- m. 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.
- n. A flat rate emergency fee is charged for all unscheduled work.
- o. Travel time is billed portal to portal at above hourly rates.

Telstar's Recommendations for PLC Replacement (Not Included in this Scope of Services):

Telstar recommends replacing the existing obsolete PLCs with new firmware and hardware that are currently supported by the manufacturers to ensure long-term reliability and maintainability.

1. Tesco CPNL-05-03 Panel:

This panel includes a ControlLogix L62, which was discontinued by Rockwell in 2017. The recommended replacement is the CONTROLLOGIX 1756-L72. Additionally, the panel houses a Rockwell PanelView 2711P-K7C4D1, which was discontinued in 2012. The suggested upgrade is the PanelView Plus 7. Lastly, this panel contains a RACO alarm dialer, and we recommend replacing this with a new unit for improved functionality.

2. BIOLac Parkson Control Panel:

This panel is equipped with an SLC 5/05 PLC, which was discontinued in 2018. The recommended replacement is the ControlLogix series. The PanelView is a 2711-B6C20, which was discontinued in 2012, and the suitable replacement is also the PanelView Plus 7.

3. Panel with ML1500 PLC:

This panel features an ML1500 PLC, which was discontinued in 2017. The recommended replacements are the Micro 850, CompactLogix, or MicroLogix 1200. The panel also includes a discontinued Maple OIT 3185, for which new replacement options are available. Additionally, the panel contains a RAD-ISM-900 wireless radio, but according to the information provided, it is not currently in use. In the future, this panel will communicate with SCADA using a wired Ethernet connection.

4. Wess Control Panel:

This panel utilizes an ML1100 PLC, another discontinued product. The recommended replacements are the Micro 850, CompactLogix, or MicroLogix 1200.

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.



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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 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: John D. Gardiner (President), Kyle A. Johnsen (Vice President), Robert S. Marston (Secretary), Benjamin R. Herston (Treasurer). 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



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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,

Suresh Patil
Programming Manager
Telstar Instruments
spatil@telstarinc.com
(916) 646-1999