

**AGREEMENT FOR PROFESSIONAL SERVICES
WITH TELSTAR INSTRUMENTS, INC. FOR
SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM
SERVICES**

THIS AGREEMENT is entered into this _____ day of _____, 2025, by and between the City of Burlingame, State of California, herein called the "City", and **TELSTAR INSTRUMENTS, INC.** engaged in providing **SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) PROGRAMMING AND SUPPORT** services herein called the "Consultant".

RECITALS

- A. The City is considering conducting activities for consultant services for electrical instrumentation, control engineering, SCADA programming and support.
- B. The City desires to engage a professional consultant to provide SCADA System services because of Consultant's experience and qualifications to perform the desired work, described in Exhibit A.
- C. The Consultant represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

AGREEMENTS

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Scope of Services. The Consultant shall provide professional SCADA System services including, but not limited to, hardware and software upgrades, server maintenance, communication troubleshooting, and ongoing system analysis in order to recommend, design and implement upgrades and improvements related to the City's SCADA system, and as detailed in "Scope of Services" of the attached Exhibit A of this agreement. These services will be provided on a time and materials basis, and will conform to the rates listed in Exhibit A of this agreement.
- 2. Time of Performance. The services of the Consultant are to commence upon execution of this Agreement with completion of all work by June 30, 2028.
- 3. Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws.

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a City of Burlingame business license.

4. Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
5. Information/Report Handling. All documents furnished to Consultant by the City and all reports and supportive data prepared by the Consultant under this Agreement are the City's property and shall be delivered to the City upon the completion of Consultant's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before such release. The City acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and City's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at City's risk, unless Consultant expressly consents to such use in writing. City further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
6. Compensation. Compensation for Consultant's professional services shall not exceed \$600,000.00; and payment shall be based upon City approval of each task.

Billing shall include current period and cumulative expenditures to date and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for City review, even if only in partial or draft form.

7. Availability of Records. Consultant shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Consultant shall make these records available to authorized

personnel of the City at the Consultant's offices during business hours upon written request of the City.

8. Project Manager. The Project Managers for the Consultant for the work under this Agreement shall be Mr. Paul Berson, Senior Engineer.
9. Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the City.
10. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To City: Michael Heathcote
Deputy Director of Public Works Operations
City of Burlingame
1361 N. Carolan Avenue
Burlingame, CA 94010
(650) 558-7670
mheathcote@burlingame.org

To Consultant: Tammy Misenhimer
Contract Administrator
Telstar Instruments
1717 Solano Way, Unit 34
Concord, CA 94520
(925) 671-2888

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to City.

11. Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the City. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by

subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.

Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

12. Conflict of Interest. Consultant understands that its professional responsibilities is solely to the City. The Consultant has and shall not obtain any holding or interest within the City of Burlingame. Consultant has no business holdings or agreements with any individual member of the Staff or management of the City or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the City in the subject of this Agreement, and it shall immediately disassociate itself from such an interest should it discover it has done so and shall, at the City's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify City of this employment relationship, and shall, at the City's sole discretion, sever any such employment relationship.
13. Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.
14. Insurance.
 - A. Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: One million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury, personal injury and property damage in a form at least as broad as ISO Occurrence Form CG 0001.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than two million dollars (\$2,000,000) each claim/aggregate sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.
- iv. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

B. General and Automobile Liability Policies:

- i. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

- ii. The Consultant's insurance coverage shall be endorsed to be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. Workers' Compensation and Employers Liability Coverage:

- i. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
- ii. The insurer shall agree to waive all rights of subrogation against the City of Burlingame, its officers, officials, employees, or volunteers for losses arising from work performed by the Company for the City of Burlingame.

D. All Coverages: Each insurance policy required in this item shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by mail, has been given to the City (10 days for non-payment of premium). Current certification of such insurance shall be kept on file at all times during the term of this agreement with the City Clerk.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII and authorized to do business in the State of California.

F. Verification of Coverage: Upon execution of this Agreement, Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates

and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

15. Indemnification. To the fullest extent permitted by law, Consultant shall save, keep and hold harmless indemnify and defend the City, its officers, employees, authorized agents and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity, including but not limited to attorneys' fees, that may at any time arise, result from, relate to, or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. This provision shall not apply if the damage or injury is caused by the sole negligence, active negligence, or willful misconduct of the City, its officers, agents, employees, or volunteers.
16. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
17. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed under the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of San Mateo.
18. Termination of Agreement. The City and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen (15) days written notice of termination. In the event of termination, the Consultant shall deliver to the City all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, City shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the City bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

19. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Consultant.
20. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between the City and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date indicated on page one (1).

City of Burlingame

“Consultant”

By _____
Lisa K. Goldman
City Manager

Telstar Instruments, Inc.
Print Name:
Title:

Approved as to form:

City Attorney – Michael Guina

ATTEST:

City Clerk - Meaghan Hassel-Shearer



Contractor License #422364
Contractor DIR #1000000899

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

August 8, 2025

City of Burlingame
1361 N. Carolan Ave.
Burlingame, CA 94010
Sent via Email: mheathcote@burlingame.org

Attn: Mike Heathcote
Subject: City of Burlingame – 2025-2026 Scope of Work and Rates

Dear Mike,

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.

Professional Services Agreement – SCADA, PLC, OIT, and Instrumentation Maintenance Services

1. AGREEMENT OVERVIEW

Telstar Instruments is pleased to enter into this Professional Services Agreement with the City of Burlingame to provide PLC, OIT, SCADA, and instrumentation maintenance services for the City's water and wastewater facilities.

Services will be provided on a **time and materials** basis. This Professional Services Agreement will be a **three-year agreement**, with all work to be completed no later than **June 30, 2028**. Total compensation under this agreement shall **not exceed \$600,000**.

Hourly rates for various categories of technicians, programmers, and engineers are provided in the agreement's rate schedule.

TIME AND MATERIALS RATES

Chemical Feed/OSG Services	\$182.00/hr
Journeyman Instrumentation Technician	\$194.00/hr
California Certified Electrician (Prevailing Wage subject to change on determination date)	\$251.00/hr
PLC/HMI/SCADA Programmer	\$252.00/hr
Sr. Engineer (registered CA Professional Engineer)	\$272.00/hr
Mileage/Vehicle/Tools/Test Equipment	\$260.00/day
Fuel Surcharge (After average gas price exceed \$4.00-\$6.00/gallon)	40%, 50%, 60%
Material Mark-up	Cost plus 20%
Per Diem if required	Cost plus 12



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PLC Programming Software/Hardware/License Usage\$23.75/hour

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

- a. Material price is valid for seven (7) days from date referenced on this quote (Refer to Industry Material Pricing and Delivery clause 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 June 30, 2026.
 - 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.
 - 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.
 - h. A flat rate emergency fee is charged for all unscheduled work.
 - i. A fee of 2% will be applied to all invoices paid by credit card.
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2. ANTICIPATED SCOPE OF SERVICES

2.1 Instrument Maintenance

- Calibration and troubleshooting for hydraulic and analytical instrumentation.
- Support for instrumentation used in water and wastewater treatment processes.

2.2 SCADA Hardware and Software Upgrade

- Upgrade current SCADA applications to the latest Wonderware software version.
- Coordinate with the City's IT Department for hardware procurement and installation.
- Provide server upgrade startup, operator training, and technical support.

2.3 SCADA Maintenance

- Maintain backup SCADA computers.
- Apply Microsoft operating system updates and Wonderware software patches.
- Evaluate system performance and address deficiencies.

- Implement corrective actions for operationally identified maintenance issues.

2.4 PLC and HMI Maintenance

- Maintain backup programs for PLC controllers and local OITs.
- Provide replacement of hardware as needed.
- Perform programming modifications and control system adjustments as required.

2.5 On-Call Emergency Services

- Provide **24/7 emergency instrumentation and SCADA support.**
- Respond to urgent troubleshooting requests for control systems serving water and wastewater sites.

2.6 Project Integration

- Provide SCADA integration services for new and existing stormwater, water, and wastewater facilities.
- Incorporate facilities into the City's existing SCADA, communication, and PLC/HMI systems.

3. SITES COVERED UNDER THIS AGREEMENT

The following list represents the minimum facilities currently known to be covered under this agreement. **Telstar Instruments will also provide support and maintenance for additional sites as required, even if they are not listed here.** This list is provided for reference only:

- SCADA Servers
- **RTU 01** – Easton
- **RTU 02** – Trousdale
- **RTU 03** – Hillside
- **RTU 04** – Donnelly
- **RTU 05** – Mills
- **RTU 06** – Alcazar
- **RTU 07** – SkyView
- **RTU 08** – Adrian Pump Station
- **RTU 09** – Marysten
- **RTU 10** – 1740 Rollins Storm Pump Station
- **RTU 11** – Cowan
- **RTU 12** – Mitten
- **RTU 13** – Gilbreth
- **RTU 14** – 1740 Rollins SLS
- **RTU 15** – Hyatt
- **RTU 16** – Airport
- **RTU 17** – 399 Rollins



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- **RTU 18** – 1000 Rollins
- **RTU 19** – Sewage Plant
- **RTU 20** – Library
- **RTU 21** – Burlingame Point
- **RTU 24** – Cal and Grove SPS
- **RTU 25** – Marco Polo
- **RTU 26** – Magnolia and Trousdale
- **RTU 27** – Easton and El Camino
- **RTU 28** – Balboa
- **RTU 29** – Pepper/Chapin
- **RTU 30** – Fairfield and El Camino
- **RTU 31** – Fey and Canyon
- **RTU 32** – Adeline and Hillside
- **RTU 33** – Washington Park

TERMS AND CONDITIONS

Base Terms: The attached Quotation is valid for 30 days from the date of Telstar Instruments' ("Telstar") quotation. Acceptance of Telstar's Quotation constitutes a binding Agreement incorporating these Terms and Conditions ("Agreement"). 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. Overtime and premium labor hours are not included in the quotation, and will result in an additional charge. Service calls are charged at a 4-hour minimum per person, excluding travel time, which is charged separately. 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. The term "Equipment" and "Services" as used in these Terms and Conditions refers to the materials and labor provided by Telstar under this Agreement.

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 Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or Services, downtime costs, delays, or claims of customers of Customer, their 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 or Services that are the subject of the claim. (b) All causes of action against Telstar 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 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



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limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, pandemics, 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. 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 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 Agreement, 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 Agreement 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 Agreement 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 officers of Telstar have the legal authority to enter into binding agreements on behalf of Telstar: 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 person, 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 from the dates of the Quotation. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers can experience delays due to labor shortages, shortage of containers, port congestion, and raw material shortages that have extended lead times significantly. Material price fluctuations due to tariffs are not included in the quotation and may not be known until time of material shipment. Additional material costs associated with tariffs will be paid by the customer. Telstar reserves the right to change 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.

Governing Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

Waiver: The failure of Telstar to insist upon the performance of any term or condition of this Agreement shall not be construed as a waiver of the future performance of any such term or condition or the future exercise of such right.

Severability: If any term of this Agreement is determined to be invalid or unenforceable under any applicable statute, regulation, ordinance, or other law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such law, and the remaining portions of this Purchase Order shall remain in full force and effect.



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Dispute Resolution: In the event of any dispute arising from or relating to this Agreement, the parties agree to engage in informal efforts toward resolution by meeting in person. If such efforts are unsuccessful, the parties agree to submit the dispute to mediation with a neutral mediator for resolution, with the parties sharing the costs of such mediation equally. If the parties are unsuccessful in resolving their dispute, then the dispute shall be subject to litigation. If the dispute involves a public entity Owner, then the parties shall comply with the requirements of Public Contract Code section 9204

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
(916) 646-1999
contracts@telstarinc.com