

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

TELSTAR INSTRUMENTS

Consultant

SCADA AND INSTRUMENTATION SUPPORT AND MAINTENANCE SERVICE

Project Title

850-670-5555

Budget Account No.

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THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on November 3, 2022, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and Telstar Instruments, Inc., a California corporation, (Consultant).

SECTION 1 - DESCRIPTION OF PROJECT

City desires to undertake that certain project (Project) described in EXHIBIT A, entitled “DESCRIPTION OF PROJECT,” and to engage Consultant to provide the required professional services relating to the Project.

SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Consultant shall perform those basic professional services in connection with the Project as are set forth more particularly in EXHIBIT B, entitled “SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE,” and shall complete said professional services in accordance with the completion schedule for professional services as incorporated in EXHIBIT B.

SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE

City and Consultant agree that it may be necessary, in connection with the Project, for Consultant to perform or secure the performance of professional services other than those set forth in EXHIBIT B. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional professional services, their cost and the estimated time, if appropriate, required to perform them. Consultant shall not proceed to perform any such required

additional professional service until City has determined that such professional service is beyond the scope of the basic professional service to be provided, is required, and has given its written authorization to perform or obtain it. Each additional professional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT B accordingly.

SECTION 4 - COMPENSATION

Consultant shall be compensated for professional services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT C, entitled "COMPENSATION." Amounts due to Consultant from City for professional service rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the professional service invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within 30 days of receipt of it. However, if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 5 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services under this Agreement. In procuring the professional services of others to assist Consultant in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Consultant shall not employ or otherwise obtain the professional services of any person or entity known to Consultant or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Consultant will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing factual presentations and providing professional advice and recommendations regarding professional services rendered under this Agreement.

SECTION 6 - RESPONSIBILITY OF CITY

To the extent appropriate to the Project contemplated by this Agreement, City shall:

6.1 Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

6.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant's professional services.

6.3 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the services by Consultant.

6.4 Designate in writing a person to act as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's professional services.

6.5 Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the Project.

6.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

SECTION 7 - INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the services provided under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Consultant's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents for claims involving "Professional Liability" claims involving acts, errors or omissions in the rendering of professional services (as defined in Civil Code section 2782.8(2), specifically, architects (Business & Professions Code section 5500), landscape architects (Business & Professions Code section 5615), professional engineers (Business & Professions Code section 6701), and professional land surveyors (Business & Professions Code section 8701)), shall be limited to the extent caused by Consultant's negligent acts, errors or omissions.

SECTION 8 - INSURANCE

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the services to be performed and/or professional services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT D, entitled "INSURANCE PROVISIONS."

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to services performed for City under this Agreement on file for at least four years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional professional service to City, falling under the provisions of SECTION 3 of this Agreement.

9.2 Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

9.3 Changes to Scope of Services - Basic Professional Services

City may at any time, upon a minimum of 10 days written notice, modify the scope of basic professional services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

9.4 Compliance with Laws, Rules, Regulations

All professional services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes, and any rules or regulations promulgated thereunder.

9.5 Conflict of Interest Code Applicability

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to the provisions of Section 2R.04.180 of the Chico Municipal Code (the City's Conflict of Interest Code), then each such person will be required to comply with the provisions of said Code in connection with the professional services they render to the City under this Agreement. In such event, City's requirements are set forth in EXHIBIT E, entitled "CONFLICT OF INTEREST PROVISIONS," to this Agreement.

9.6 Exhibits Incorporated

All Exhibits attached to and referred to in this Agreement are hereby incorporated by this reference.

9.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the services performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

9.8 Integration; Amendment

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

9.9 Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

9.10 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the services. Such notice may authorize Consultant to render all of the professional services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Consultant shall diligently proceed with the services authorized and complete it within the agreed time period.

9.11 Ownership of Documents

Title to all documents, designs, drawings, specifications, and the like with respect to services performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the professional services rendered by Consultant in connection with which they were prepared.

9.12 Subcontracts

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract services. The subcontracting of services by Consultant shall not relieve Consultant, in any manner, of the

obligations and requirements imposed upon Consultant by this Agreement.

9.13 Term; Termination

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the services, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the services as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all professional service rendered and services performed for City to the date of such termination.

9.14 Notice

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City:	City Manager	or	City Manager
	City of Chico		City of Chico
	P. O. Box 3420		411 Main Street
	Chico, CA 95927-3420		Chico, CA 95928


To Consultant: Telstar Instruments
1717 Solano Way, Unit 34
Concord, CA 94520

SECTION 10 - SPECIAL PROVISIONS


This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT F, entitled "SPECIAL PROVISIONS."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

CITY:

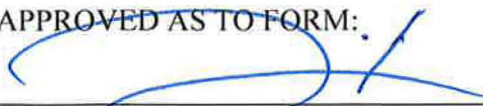

Mark Sorensen, City Manager*

CONSULTANT:


Tammy Misenhimer, Contract Administrator

*Authorized pursuant to Section 3.08.060
of the Chico Municipal Code

APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney*

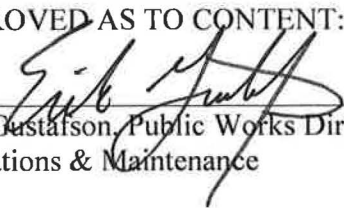
*Pursuant to The Charter of the
City of Chico, Section 906(D)
REVIEWED AS TO CONTENT:



Barbara Martin, Administrative Services Director*

*Reviewed by Finance and Information Systems

APPROVED AS TO CONTENT:



Erik Gustafson, Public Works Director
Operations & Maintenance

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

TELSTAR INSTRUMENTS

Consultant

SCADA AND INSTRUMENTATION SUPPORT AND MAINTENANCE SERVICE

Project Title

850-670-5555

Budget Account No.

EXHIBIT A

DESCRIPTION OF PROJECT

Provide Supervisory Control and Data Acquisition (SCADA) and Instrumentation Support and Maintenance Services at the Chico Water Pollution Control Plant located at 4827 Chico River Road, Chico, CA.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

TELSTAR INSTRUMENTS, INC.

Consultant

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EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

Supervisory Control and Data Acquisition (SCADA) and instrumentation support and maintenance services as outlined in the "Scope of Work" section at the City of Chico Water Pollution Control Plant (WPCP), 4827 Chico River Road Chico, California for a five-year term. Support services to include computer software programming and maintenance, semi-annual and annual technical support and maintenance of SCADA hardware, Remote Telemetry Units, Programmable Logic Controllers and instrumentation.

The WPCP SCADA system consists of:

- Two (2) Operator Interface Stations (OIS) personal computers
- One (1) Historian personal computer
- Three (3) Client Node personal computers
- Programmable Logic Controllers (PLCs)
- Remote Telemetry Units (RTUs) for equipment operation and control
- A fiber optic network for communication
- Software graphics for operator interface with the PLCs

This system allows access to operate the WPCP from any of the Operator Interface Stations (OIS) with security level access capability. Most WPCP equipment is monitored and controlled at the OIS, and all critical equipment is monitored and controlled. The PLCs are supported by an uninterruptible power supply (UPS) to prevent loss of control data during a power outage.

WPCP instrumentation consists of various equipment and telemetry that monitor flows, levels, residuals, and hazardous atmospheric conditions. The instrumentation equipment also consists of actuators that open, close, and position connected devices. The instrumentation equipment

typically generates or receives 4-20 ma signals, but power sources vary in voltage from 24 volts DC to 460 volts AC.

Consultant shall comply with all applicable Federal OSHA and Cal-OSHA regulations for confined space entry, including 20 CFR 1910.146 (OSHA confined space regulation) and Title 8 of the California Code of Regulations, Sections 5156, 5157, and 5158. The Consultant shall submit to the City of Chico, prior to the start of the work, copies of their Confined Space Entry Program and Entry Permits, addressing operation, rescue procedures, surveillance procedures, and training as required by state regulations. After the work is completed, the consultant is to provide the City copies of closed Entry Permits for their records.

Qualifications

Consultant shall maintain the following during the agreement term:

1. Two (2) previous customer references in which the Consultant has provided similar services to customers in the water/wastewater utility industry. Consultant is to have a minimum of five (5) years of experience working in water/wastewater facilities or systems.
2. Copies of certifications for two (2) or more Applications Programmers, Software Engineers, or employees with relevant titles who may be assigned to the WPCP who have had SCADA training in Wonderware In-Touch version 10.0 as an Application Developer and System Integrator.
3. Copies of certifications for two (2) or more Applications Programmers, Software Engineers, or employees with relevant titles who may be assigned to the WPCP who have had SCADA training in Rockwell Automation RS Logix 5000 Level 1, 2, and 3.
4. Copy of license for one (1) or more employee(s) who is a "California Licensed Professional Engineer" in Control Systems Engineering.
5. Copies of certifications for two (2) or more employees who may be assigned to the WPCP to perform instrumentation maintenance as an Instrumentation Technician, Maintenance Technician, Field Service Engineer, or relevant titles who have completed the International Society of Automation (ISA) Certified Control Systems Technician program (CCST) or City approved equivalent certification program.
6. Have a fully staffed and equipped service facility within 250 miles of the WPCP. The service facility is to be staffed with personnel and equipment available to maintain, test, and repair various instrumentation, programmable logic controllers (PLC), remote telemetry units (RTU), personal computer (PC), software, and other electronic or electrical control equipment that cannot be successfully serviced in the field.
7. The capability to remotely log in by computer to the WPCP SCADA control network through the City's Virtual Private Network (VPN) connection. Programming services may be completed remotely through the VPN, but the Consultant is to provide the cost for a minimum of one (1) day, annual site visit by an Applications Programmer, Software

Engineer, or employee with a relevant title.

8. Confined Space training for two (2) or more employees who may be assigned to the WPCP to perform work that may be necessary to access instrumentation and/or sensors in Confined Spaces.

9. Copy of certificate stating the Consultant is a Rockwell Automation Recognized System Integrator.

10. Copies of certifications for two (2) or more employees who may be assigned to the Water Pollution Control Plant that are State of California Certified Electricians.

Scope of Work

SCADA Hardware Technical Support

- a. Twenty-four (24) hour trouble call service/365 days per year.
- b. Twenty-four (24) hour Emergency Response Time upon notification.
- c. Preventative Maintenance: Annual computer hardware maintenance to include: ensuring hard drive memory does not reach capacity; cleaning; system diagnostics; error checking on servers and client nodes for critical errors; file maintenance; and fixed disk de-fragmentation.
- d. Maintain SCADA system programming back-up on compatible media for disaster recovery.
- e. Test SCADA system Uninterruptible Power Supply (UPS) units for proper operation and battery life for all hard drives, servers, historian, all client node OIS's, and all PLC's.
- f. Eight (8) hour scheduled site visit minimum of one (1) per year by an Application Programmer to perform a. through e. above.
- g. One (1) Emergency Site visit per year, eight (8) hours, by an Applications Programmer.
- h. Hardware repairs.

SCADA Software Technical Support

- a. Sixteen (16) hours of an Application Programmer for initial site visit to become familiar with the software programming and to backup all software programs prior to any programming changes.
- b. Forty (40) hours of an Application Programmer for SCADA Application Program Software Telephonic/Dial-Up (VPN) Support.
- c. Eight (8) hours Database Software Support including installation of updates and upgrades.
- d. Eight (8) hours PLC Programming Software Support including installation of updates and upgrades.
- e. Eight (8) hours Communications Server and PLC Driver Software Support including installation of updates and upgrades.
- f. Eight (8) hours Operating System Software Support including installation of updates and upgrades.

RTU / PLC Maintenance and Support

- a. Preventative Maintenance: Service intervals every six (6) months (two per year). Maintenance to include cleaning, diagnostics, and operational verifications.
- b. One (1) Emergency Site visit per year, eight (8) hours, by an Instrumentation Technician.
- c. Hardware repairs.

As Needed Additional Services

- a. Provide as needed and requested by the City, additional services to include programming changes to PLC and SCADA system, troubleshooting and repair of SCADA network or problematic equipment and instruments, design, installation, and/or recommendations for expansion or enhancement of the SCADA or instrumentation system.

Services to be Provided by City

The City will provide Consultant with access to the property.

Completion Schedule

The Consultant shall complete all services within five years from the City's issuance to Consultant of a notice to proceed.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

TELSTAR INSTRUMENTS

Consultant

SCADA INSTRUMENTATION SUPPORT AND MAINTENANCE SERVICE

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EXHIBIT C

COMPENSATION

Annual compensation for the services shall be in accordance with the following schedule.

Compensation shall be based upon actual invoices received. Invoices shall designate what type of support is being billed for. Charges for Annual Maintenance and Support shall be invoiced separately from charges for As-Needed Services. Invoices shall be paid in accordance with the completion of services as follows:

ANNUAL MAINTENANCE AND SUPPORT

SCADA Hardware Technical Support	\$5,058.00
SCADA Software Technical Support	\$22,869.00
RTU/PLC Maintenance and Support	\$6,637.00

Total Annual Amount of Services Not to Exceed..... \$34,564.00

AS-NEEDED TIME AND MATERIALS RATES

<u>Item</u>	<u>Description</u>	<u>COST</u>
1.	SCADA Hardware Technical Support	\$183.00/hour
2.	SCADA Software Technical Support	\$183.00/hour
3.	RTU / PLC Maintenance and Support	\$183.00/hour
4.	Instrumentation Management	\$158.00/hour
5.	Overtime Hourly Rate for Additional Services	\$273.00/hour
6.	Travel Rate for Additional Services	\$.63/mile
7.	Travel Rate for Additional Services (Per Diem/Lodging/Meals)	\$185.00/hour
8.	Fuel Surcharge (If Fuel Prices Exceed \$4.00/gallon)	40%
9.	Materials Markup	Cost + 15%

TIME AND SERVICE CLARIFICATIONS

1. 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.
2. Overtime rate is applied for hours worked in excess of 8 up to and including 12 hours Monday-Friday during normal business hours of 7am to 5pm. 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.
3. 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.
4. 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.

REQUESTS FOR RATE INCREASES

For each succeeding 12-month term of this Agreement, the Provider may request the City to adjust the compensation rate(s) during such term. The Provider's request for such an adjustment shall be filed with the City within thirty (30) days of the annual Agreement renewal date, and shall be accompanied by such documentation, including, but not limited to, financial reports and records, operational cost data, and the like, as may be required by the City to enable it to satisfactorily evaluate and make a determination upon it.

The Do Not Exceed amount shall remain \$34,564.00 annually for the full term of this Agreement.

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EXHIBIT D

INSURANCE PROVISIONS

General Liability Insurance

Consultant/Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City's Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultant/Contractor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Consultant/Contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Consultant/Contractor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with

respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Completed Operations

Consultant/Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event consultant/contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by consultant/contractor.

Automobile Liability Insurance

Consultant/Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

Subconsultant/Subcontractor Insurance

Consultant/Contractor agrees to include with all subconsultants/subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subconsultant/subcontractor's work. Subconsultant/Subcontractor agrees to be bound to Consultant/Contractor and City of Chico in the same manner and to the same extent as Consultant/Contractor is bound to City of Chico under the agreement. Subconsultant/Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subconsultant/Sub-subcontractor to the extent they apply to the

scope of the Sub-subconsultant/Sub-subcontractor's work.

A copy of the City of Chico Insurance Provisions will be furnished to the subconsultant/subcontractor upon request. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

Workers' Compensation Insurance

Consultant/Contractor shall, at Consultant/Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Consultant/Contractor shall also require all of Consultant's subconsultants/subcontractors to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors to City upon request.

Subrogation

Consultant/Contractor shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors for City under this Agreement.

Indemnity

Consultant/Contractor/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Professional Liability Insurance

Consultant/Contractor shall obtain professional liability (errors and omissions) insurance, with a minimum \$1,000,000 limit, from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultant/Contractor shall provide such evidence of professional liability insurance for a period of one year following the date that the project has been constructed and accepted as complete by City.

For All Required Insurance

In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled, at any time and no replacement coverage is provided, the City has the right to, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due the City, at the City's option.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

TELSTAR INSTRUMENTS

Consultant

SCADA INSTRUMENTATION SUPPORT AND MAINTENANCE SERVICE

Project Title

850-670-5555

Budget Account No.

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

NONE.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

TELSTAR INSTRUMENTS
Architect/Consultant/Engineer

SCADA INSTRUMENTATION SUPPORT AND MAINTENANCE SERVICE

Project Title

850-670-5555
Budget Account No.

EXHIBIT F

SPECIAL PROVISIONS

NONE.



CITY OF CHICO
P.O. BOX 3420 CHICO, CA 95927-3420

PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM

No. 142293

Date November 3, 2022		2. Date Check Required	3. Quote/Bid Reference (Complete if applicable) <input checked="" type="checkbox"/> Per Agreement/Amendment Dated _____ <input type="checkbox"/> Bid Quote Summary Attached <input type="checkbox"/> Sole Source/Vendor Approval Attached <input type="checkbox"/> Rotational Vendor	4. Preparing Dept/Off PWD/WPCP/MB
5. <input checked="" type="checkbox"/> Annual Master <input type="checkbox"/> Encumber <input type="checkbox"/> Payment Authorization <input type="checkbox"/> Confirming		6. Budgeted (Attach Budget to Actual Report) <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Supplemental Appropriation No. _____ <input type="checkbox"/> Approved Request for Over-Expenditure Attached		7. For Contractor's Retention Only: <input type="checkbox"/> Held by City <input type="checkbox"/> Paid to Escrow Agent <input type="checkbox"/> Paid to Contractor
6. DELIVER TO (Point of Delivery Destination) City of Chico-WPCP 4827 Chico River Rd Chico, CA 95928 REQUIRED DELIVERY DATE: _____			10. FUND(S) AND ACCOUNT(S) CHARGED:	
9. VENDOR/CLAIMANT (Name and Address) Telstar Instruments 1717 Solano Way, Unit 34 Concord, CA 94520			PEID NO. _____ 850-670-5555	

11. ORDER / CLAIM (Subject to conditions in Section 13.)

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			<p>Provide Supervisory Control and Data Acquisition (SCADA) and Instrumentation Support and Maintenance Services at the City of Chico Water Pollution Control Plant through 11/2/27.</p> <p>All work shall be performed in accordance with provisions of Professional Services Agreement for the prices listed in Exhibit "C"-Compensation, commencing with notice to proceed and ending five years from the date above. Services only, no sales tax, repairs to be billed on separate purchase order.</p> <p>Annual Maintenance and Support Amount not to Exceed: \$34,564.00</p> <p>Instrument Support</p> <p>(_____) Description (14 Characters)</p>		
				Subtotal	
				<input type="checkbox"/> Sales Tax <input type="checkbox"/> Use Tax	
ATTENTION VENDOR: Mail you invoice with this Purchase Order Number noted thereon to FINANCE OFFICE, P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL PRICES FOR FOB POINT OF DELIVERY, AS SPECIFIED IN SECTION 8, ABOVE. NO EXCEPTIONS.				TOTAL ➡	

12. Approvals

A. Claimant (Authorized Signature)	B. Dept. Head (Authorized Signature) 	C. City Manager (Authorized Signature) 
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13. NOTICE TO VENDOR

ACCEPTANCE OF THIS ORDER/CLAIM BY VENDOR/CLAIMANT NAMED HEREON CONSTITUTES VENDOR'S/CLAIMANT'S AGREEMENT TO AND ACCEPTANCE OF THE FOLLOWING LISTED CONDITIONS.

1. Claimant (Section 12A) certifies that upon claimant's personal knowledge the items and amounts set forth are true and correct, that no part thereof has been paid by the City of Chico, and that the amount claimed is justly due.
2. Void unless signed by City Manager or the authorized representative in Section 12C, above. Changes of any kind from items specified in Section 11, above, are not authorized unless approved in writing by City Manager prior to shipping.
3. Invoices must reflect only those items stipulated in Section 11, above, which have been shipped. Payment will not be made by City of Chico until goods or services ordered have been satisfactorily received. Back ordered items may not be billed on invoice. Invoices must be rendered no later than date of shipment. Invoices must reflect Purchase Order Number appearing on this Order. All goods, material, and supplies delivered must clearly indicate Purchase Order Number on outside of package.
4. Payment will be made with approval from receiving department for items received/services rendered within 30 days of receipt of invoice or as specified by contract.
5. The City Manager reserves the right to cancel from this order any or all item(s) not delivered by the delivery date specified in Section 8, above, unless written notice of vendor's inability to comply with the requirement is forwarded to and accepted by the City Manager.
6. Unless otherwise stated, all prices are F.O.B. point of delivery as specified in Section 8, above.
7. The City of Chico reserves the right to reject any or all item(s) delivered which do not conform to specifications reflected above or which have been damaged in transit. Such goods will be returned at sole risk, cost, and expense of vendor.

**CITY OF CHICO**

P.O. BOX 3420 CHICO, CA 95927-3420

PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM**No. 142294**



1. Date November 3, 2022		2. Date Check Required	3. Quote/Bid Reference (Complete if applicable) <input checked="" type="checkbox"/> Per Agreement/Amendment Dated _____ <input type="checkbox"/> Bid Quote Summary Attached <input type="checkbox"/> Sole Source/Vendor Approval Attached <input type="checkbox"/> Rotational Vendor	4. Preparing Dept/Off PWD/WPCP/MB
5. <input checked="" type="checkbox"/> Annual Master <input type="checkbox"/> Encumber <input type="checkbox"/> Payment Authorization <input type="checkbox"/> Confirming		6. Budgeted (Attach Budget to Actual Report) <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Supplemental Appropriation No. _____ <input type="checkbox"/> Approved Request for Over-Expenditure Attached		7. For Contractor's Retention Only: <input type="checkbox"/> Held by City <input type="checkbox"/> Paid to Escrow Agent <input type="checkbox"/> Paid to Contractor
6. DELIVER TO (Point of Delivery Destination) City of Chico-WPCP 4827 Chico River Rd. Chico, CA 95928 REQUIRED DELIVERY DATE: _____			10. FUND(S) AND ACCOUNT(S) CHARGED:	
9. VENDOR/CLAIMANT (Name and Address) Telstar Instruments 1717 Solano Way, Unit 34 Concord, CA 94520			PEID NO. _____ 850-670-5400	

11. ORDER / CLAIM (Subject to conditions in Section 13.)

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			Provide ADDITIONAL SERVICES not included in the Monthly Services Contract at the Water Pollution Control Plant from November 3rd, 2022 through November 2nd, 2027. All work shall be performed in accordance with the provisions of the Professional Services Agreement for the prices listed in Exhibit "C". Invoice# _____ Date: _____ Additional Services (_____) Description (14 Characters)		
				Subtotal	
				<input type="checkbox"/> Sales Tax <input type="checkbox"/> Use Tax	
				TOTAL ➡	

ATTENTION VENDOR: Mail you invoice with this Purchase Order Number noted thereon to FINANCE OFFICE, P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL PRICES FOR FOB POINT OF DELIVERY, AS SPECIFIED IN SECTION 8, ABOVE. NO EXCEPTIONS.

12. Approvals

A. Claimant (Authorized Signature)	B. Dept. Head (Authorized Signature) 	C. City Manager (Authorized Signature) 
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ACCEPTANCE OF THIS ORDER/CLAIM BY VENDOR/CLAIMANT NAMED HEREON CONSTITUTES VENDOR'S/CLAIMANT'S AGREEMENT TO AND ACCEPTANCE OF THE FOLLOWING LISTED CONDITIONS.

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3. Invoices must reflect only those items stipulated in Section 11, above, which have been shipped. Payment will not be made by City of Chico until goods or services ordered have been satisfactorily received. Back ordered items may not be billed on invoice. Invoices must be rendered no later than date of shipment. Invoices must reflect Purchase Order Number appearing on this Order. All goods, material, and supplies delivered must clearly indicate Purchase Order Number on outside of package.
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6. Unless otherwise stated, all prices are F.O.B. point of delivery as specified in Section 8, above.
7. The City of Chico reserves the right to reject any or all item(s) delivered which do not conform to specifications reflected above or which have been damaged in transit. Such goods will be returned at sole risk, cost, and expense of vendor.