



Contract Purchase Agreement 3003331

Supplier Details:

Company Teledyne Instruments Inc dba Teledyne Analytical Instruments and Teledyne Monitor Labs
 Contact Bart Gossett
 Address dba Teledyne Monitor Labs
 35 Inverness Dr East
 Englewood, CO 80112

Submit your response to:

Company City of Roseville
 Contact "Becky" Rebecca Philipp
 Address Purchasing Division
 311 Vernon St
 Roseville, CA 95678
 Phone (916) 746-1110
 Fax (916) 746-1115
 E-mail BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

- Sole proprietorship - By owner**
- Partnership - Any general partner**
- Corporation - Two options:**

- (1)** A signature from the President and the corporate seal; **OR**
- (2)** One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are not corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3003331

Agreement	3003331
Agreement Date	09-OCT-2023
Change Order	3
Change Order Date	11-OCT-2023
Revision	3
Agreement Amount	195,399.53 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Teledyne Instruments Inc dba Teledyne**
Analytical Instruments and Teledyne Monitor
Labs
 dba Teledyne Monitor Labs
 35 Inverness Dr East
 Englewood, CO 80112
Phone: ()
Fax: ()
Email: Bart.gossett@teledyne.com

Description of Labor, equipment and/or materials: **VENDOR SHALL PROVIDE PROGRAMMABLE LOGIC CONTROLLER AND REGPERFECT DAHS SYSTEM UPGRADE, EQUIPMENT, AND SERVICES IN ACCORDANCE WITH THE ATTACHED TELEDYNE INSTRUMENTS, INC. DBA TELEDYNE ANALYTICAL INSTRUMENTS, INC AND TELEDYNE MONITOR LABS QUOTE 2307033-4 DATED 10/11/23. THE ATTACHED CITY OF ROSEVILLE TERMS AND CONDITIONS NEGOTIATED FOR TELEDYNE INSTRUMENTS, INC. DBA TELEDYNE MONITOR LABS DATED 12/17/20 AND NEGOTIATED ATTACHMENT A - INSURANCE REQUIREMENTS DATED 10/10/23 WILL GOVERN THIS AGREEMENT.**

START DATE: UPON EXECUTED AGREEMENT
 END DATE: UPON FINAL PAYMENT

PLEASE CONTACT NATHAN RIBORDY AT THE ROSEVILLE ENERGY PARK AT (916) 746-1673 OR BY EMAIL AT NRIBORDY@ROSEVILLE.CA.US. FOR QUESTIONS REGARDING THIS AGREEMENT

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11413	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			

"Becky" Rebecca Philipp Phone 1-916-746-1110

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Purchase Agreement 3003331

Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. 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 indemnity 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.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>
10. Consultant agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City

Contract Purchase Agreement 3003331

Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

- c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
 - (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater
- d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) 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. The failure to exercise this right shall not constitute a waiver of such right.
- h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and sub consultants.
- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

Contract Purchase Agreement 3003331

11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.
21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will

Contract Purchase Agreement 3003331

ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.

22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.
23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.
24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
26. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
27. Contractor agrees to defend and indemnify City if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that Contractor and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City.

Contractor and City agree that: (a) Contractor is free from the control and direction of City in connection with the performance of the work; (b) Contractor is providing services directly to City; (c) Contractor has and will maintain at all relevant times a business license; (d) Contractor maintains a business location that is separate from City; (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from City; (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services; (h) Contractor provides its own tools, vehicles, and equipment to perform the services; (i) Contractor has negotiated its own rates; (j) Contractor set its own hours and location of work in accomplishing City's on-call needs; and (k) Contractor has the right to control the manner and means of accomplishing the result desired

Contract Purchase Agreement 3003331

and exercises its own expert independent judgement.

28. Notwithstanding any other provision herein, under no circumstances shall Consultant be liable to City or any third party for any consequential, special, incidental, indirect, multiple, administrative, or punitive damages, or any damage of an indirect or consequential nature arising out of or related to Consultant's performance under this Agreement, including, without limitation, loss of use, loss of revenues, loss of anticipated profits, and cost of capital, whether based upon breach of this Agreement, warranty, negligence, or any other type of claim, and whether grounded in tort, contract, civil law, or other theories of liability, including strict liability, even if advised in advance or the possibility of such damages. Consultant's total liability to City arising from or related to this Agreement is limited to no more than the amount paid by City to Consultant under this Agreement or the required insurance limits (if applicable), whichever is more. To the extent that this limitation of liability conflicts with any other Section or provision herein, such provision shall be regarded as amended to whatever extent required to make such provision consistent with this clause.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. n/a

Contractor License No. n/a

DIR Registration No. n/a

Check mark the applicable company type below:

Corporation

Limited Liability Company

Partnership

Sole Proprietor

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.

*Information Technology T&C, AB5 Negotiated for Teledyne Instruments, Inc. dba Teledyne Monitor Labs
REV 12/17/2020 JS*

Contract Purchase Agreement 3003331

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES
Negotiated for Teledyne Instruments, Inc dba Teledyne Analytical Instruments and Teledyne Monitor Labs
Rev 10/10/23 VB**

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction: _____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional: _____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

Professional Liability:
\$1 Million/occurrence
No auto required
Cyber Liability:
\$1 Million/occurrence

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

Professional Liability:
\$1 Million/occurrence

Contract Purchase Agreement 3003331

No auto required

Pyrotechnics: _____
General Liability:
\$5 Million/occurrence
\$10 Million aggregate
Auto - \$2 Million/occurrence

Chemical/Environmental: _____
General Liability:
\$3 Million/occurrence
\$6 Million aggregate
Pollution - \$2 Million/Occurrence
Auto - \$2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Contract Purchase Agreement 3003331

Supplier

DocuSigned by:

Signature: Sonja Zehl

B92C249F4CED486...

Print Name: Sonja Zehl

Title: Senior Contracts Manager

Date: 10/11/2023

Supplier

DocuSigned by:

Signature: Stephen DeVita

3732D30E4EB0439...

Print Name: Stephen DeVita

Title: President and General Manager

Date: 10/11/2023

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____



Quote# 2307033-4

October 11, 2023

City of Roseville
5120 Phillip Road
Roseville, CA 95747

Reference: Add Two CEMS to Existing RegPerfect Server and Upgrade Two SLC 505 PLCs with CompactLogix PLCs

Dear Oscar Plasencia,

Teledyne Monitor Labs is pleased to provide Quotation No. 2307033-4 for our Programmable Logic Controller and RegPerfect DAHS System Upgrade, Equipment, and Services. This proposal's competitive pricing is based on the entire package. TML has grouped various components in the item column below for comparison purposes. The purchase or exclusion of individual items must be discussed with TML.

If you have any questions regarding this quotation, please contact our Regional Sales Manager, Mr. Bart Gossett, at 214-679-2690.

Sincerely,

Ryan Silkworth
Applications Engineer



Quote# 2307033-4

Teledyne Monitor Labs, a business unit of Teledyne Instruments, Inc.
 35 Inverness Drive East
 Englewood, Colorado, USA 80112-5189
 +1-303-792-3300 Fax +1-303-799-1409
 www.teledyne-ml.com

REPRESENTATIVE
Mr. Bart Gossett 1100 Rio Bravo Way Shady Shores, Texas 76208 Cell: 214-679-2690 Bart.gossett@teledyne.com

CUSTOMER NAME & ADDRESS	QUOTE DATE	APPROXIMATE SHIP DATE
City of Roseville 5120 Phillip Road Roseville, CA 95747 Reference: Add Two CEMS to Existing RegPerfect Server	October 11, 2023	Dependent on Purchase Order Acceptance
	QUOTE NUMBER	SHIP TERMS
	2307033-4	FOB: Destination, PP&A
	QUOTE VALID FOR	TERMS OF PAYMENT
	90 Days	30 Days OAC

ITEM	QTY	DESCRIPTION OF ARTICLES AND/OR SERVICES	UNIT PRICE	AMOUNT
A	2	Allen Bradley CompactLogix Programmable Logic Controller Includes the following: <ul style="list-style-type: none"> ➤ L-3 Controller with Dual Ethernet & 2MB Processor ➤ Power Supply ➤ Protocol Converter (Modbus) ➤ 16-channel digital input module (Qty. 2) ➤ 16-channel digital output module (Qty. 2) ➤ 8-channel analog input module (non-isolated) (Qty. 2) ➤ 4-channel analog out module (current isolated) (Qty. 1) ➤ PanelView HMI ➤ PLC Programming Labor ➤ Project Management and Engineering 	\$ 23,975	\$ 47,950
B	2	Allen Bradley CompactLogix Programmable Logic Controller Includes the following: <ul style="list-style-type: none"> ➤ L-3 Controller with Dual Ethernet & 2MB Processor ➤ Power Supply ➤ Protocol Converter (Modbus) ➤ 16-channel digital input module (Qty. 3) ➤ 16-channel digital output module (Qty. 3) ➤ 8-channel analog input module (non-isolated) (Qty. 4) ➤ PanelView HMI ➤ PLC Programming Labor ➤ Project Management and Engineering 	\$ 36,335	\$ 72,670
ITEM	QTY	DESCRIPTION OF ARTICLES AND/OR SERVICES	UNIT PRICE	AMOUNT



Quote# 2307033-4

C	1	<p>On-Site PLC Software Startup during <u>one (1)</u> plant visit with up to <u>two (2)</u> days on-site by a TML PLC Programmer.</p> <p>Includes the following services:</p> <ol style="list-style-type: none"> 1. Installation Setup: Setup, verify, and load new PLC programs onto customer's existing PLC hardware. 2. I/O Signal Verification: Configure and test all CEMS I/O from plant communications to PLC to RegPerfect DAS. Review units of measure and scaling to verify signals are correct. Simulate digital signals where needed to verify conditions for startup, shutdown, normal operation, unit on, alarms, etc.... 3. QA Assessments: Run instrument calibrations to verify calibrations are passing. 4. Project Management <p>NOTES:</p> <p>A) Labor to correct customer installation errors shall be billed at actual time and materials at prevailing service rates when work is performed.</p> <p>B) Fixed price is based upon <u>one (1)</u> trip with a site time of up to <u>sixteen (16)</u> hours (eight hours = one day) during normal business hours. Price includes up to <u>two (2)</u> hours to complete site specific training and any paperwork required to work at the site. If these tasks require more time it will be billed on a time and material (meals, hotel) basis. Waiting time due to client delays shall be billed in addition to the fixed price at prevailing service rates. In addition, be aware that delays may result in the need for a return trip to the site. Expenses and Travel Time for a return trip will be charged to the customer and scheduling for such a trip will depend on Engineer availability. If this Service is not scheduled within six (6) months of System shipment, additional charges may apply.</p> <p>C) Teledyne Monitor Labs requires a minimum of four (4) weeks notification prior to Startup. Failure to provide proper written notification may result in additional charges.</p> <p>D) If the customer requests a schedule change after a firm date for services has been set, there may be additional costs associated with changes in travel arrangements.</p>	<p>\$ 5,500 Price Per Mobilization</p> <p>\$ 1,900 Price Per Day On-Site</p>	\$ 9,300
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ITEM QTY

DESCRIPTION OF ARTICLES AND/OR SERVICES

UNIT PRICE

AMOUNT



Quote# 2307033-4

D	1	<p>On-Site PLC Software Startup during <u>one (1)</u> plant visit with up to <u>two (2)</u> days on-site by a TML PLC Programmer.</p> <p>Includes the following services:</p> <ol style="list-style-type: none"> 5. Installation Setup: Setup, verify, and load new PLC programs onto customer's existing PLC hardware. 6. I/O Signal Verification: Configure and test all CEMS I/O from plant communications to PLC to RegPerfect DAS. Review units of measure and scaling to verify signals are correct. Simulate digital signals where needed to verify conditions for startup, shutdown, normal operation, unit on, alarms, etc.... 7. QA Assessments: Run instrument calibrations to verify calibrations are passing. 8. Project Management <p>NOTES:</p> <p>E) Labor to correct customer installation errors shall be billed at actual time and materials at prevailing service rates when work is performed.</p> <p>F) Fixed price is based upon <u>one (1)</u> trip with a site time of up to <u>sixteen (16)</u> hours (eight hours = one day) during normal business hours. Price includes up to <u>two (2)</u> hours to complete site specific training and any paperwork required to work at the site. If these tasks require more time it will be billed on a time and material (meals, hotel) basis. Waiting time due to client delays shall be billed in addition to the fixed price at prevailing service rates. In addition, be aware that delays may result in the need for a return trip to the site. Expenses and Travel Time for a return trip will be charged to the customer and scheduling for such a trip will depend on Engineer availability. If this Service is not scheduled within six (6) months of System shipment, additional charges may apply.</p> <p>G) Teledyne Monitor Labs requires a minimum of four (4) weeks notification prior to Startup. Failure to provide proper written notification may result in additional charges.</p> <p>H) If the customer requests a schedule change after a firm date for services has been set, there may be additional costs associated with changes in travel arrangements.</p>	<p>\$ 4,975 Price Per Mobilization</p> <p>\$ 1,665 Price Per Day On-Site</p>	\$ 8,305
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ITEM QTY

DESCRIPTION OF ARTICLES AND/OR SERVICES

UNIT PRICE

AMOUNT



Quote# 2307033-4

E	1	RegPerfect CEMS Compliance Data Acquisition and Handling System Server Configuration Remote Labor To add two (2) new sources with both an Inlet and Outlet Systems into existing RegPerfect DAHS. Will move to virtual server provided by City of Roseville.	\$ 26,017	\$ 26,017
F	1	RSLogix AB Studio 5000 Lite ➤ Teledyne Part #22000229-1	\$ 3,232	\$ 3,232
G	1	Management Reserve Contingency **Will cover any unforeseen issues we may encounter during the project. We will only invoice against this line on an as needed basis with an approved project change order.	\$ 17,677	\$ 17,677
		Shipping – Prepaid & Added to Invoice	\$ 650 (Estimated)	\$650 (Estimated)

The hardware configuration for Item A PLCs and number of cards is based Teledyne's existing drawing number 80285860.



Quote# 2307033-4

Clarification on Item B PLC I/O

PLC I/O was based on the below drawing provided to Teledyne. If additional cards are required Teledyne may need to add additional PLC programming and/or engineering labor to account for additional I/O cards as needed. Please note that Teledyne's current offer is for four (4) 8-channel, non-isolated analog input cards. If other I/O cards are required adjustments will be required.

SEAL CONTROLLER REAR VIEW

APPROVED AS NOTED - 01/20/2022

RECALC 09/09/2022 GE POWER-DWR CA FE CEMS 2021-11-29 FILED IN DRAWING 50969A01.dwg. PRINTED ON: 11/29/2022 2:16 PM BY MANVA KASAPET

ONE BARCODE SCANNER PER SITE. TOTAL OF TWO (2) SUPPLIED. NOTES: UNLESS OTHERWISE SPECIFIED.

BOTH THIS DRAWING AND THE INFORMATION IN IT ARE PROPRIETARY AND THE PROPERTY OF CEMTEK. IT IS TO BE USED ONLY FOR THE DESIGN, PRODUCTION, INSTALLATION OR OPERATION OF APPARATUS OR PROCESSES EXCEPT UNDER CONTRACT WITH IT.

NO.	REVISION	DATE	APPR.	NO.	REVISION	DATE	APPR.

ITEM NO.	REFERENCE	CEMTEK PART NO.	DESCRIPTION	QTY
1	6	46-324	SCANNER, BARCODE, WIRELESS	2
5	AIM1, AIM2	46-267	ANALOG INPUT MODULE, ISOLATED, 8 CHANNEL, 6691319	2
4	AIM1, AIM2	46-274	ANALOG INPUT MODULE, NON-ISOLATED, 8 CHANNEL, 6690345	2
3	DOM1, DOM2, DOM3	46-269	DIGITAL RELAY OUTPUT MODULE, 16 CHANNEL, 5-30VDC, 6690347	3
2	DIM1, DIM2, DIM3	46-268	DIGITAL INPUT MODULE, 16 CHANNEL, 3-30VDC, 6690346	3
1	CNTRL	46-280	SEAL CONTROLLER	1

BILL OF MATERIAL

TYPICAL FOR UNITS 1-4

		CEMTEK KV-B-Enertec <small>3043 E. Orange Ave., Santa Ana, CA, 92707 Phone: 714.417.7100 CEMTEK Fax: 888-468-0200</small>	
SEAL CONTROLLER LAYOUT			
PROJECT: GE POWER - DWR CA FE CEMS	SCALE: N/A	SHEET 3 OF 6	
DWN: JM JUZELDO	DATE: 11/29/21		
CKD: A. ARSHAD	DATE: 11/29/21	50969A01	
APP: B. OCENDO	DATE: 11/30/21		



Quote# 2307033-4

TELEDYNE MONITOR LABS' TERMS OF PAYMENT:

- 40% of contract price on submittal of drawings for review **Not including Item G
- Remaining balance on shipment of equipment/completion of work (either all together or invoiced separately for shipments at different times)
- Onsite service lines will be invoiced as completed

Payment terms for all invoices are NET 30 days from the date of the invoice. Unless otherwise agreed to in writing, payments for drawing submittals must be received by Teledyne Monitor Labs prior to shipment of equipment. Late payment will be considered a breach of contract and Teledyne reserves the right in such instances to cease activity until payment issues are resolved.

NOTE: Prices do not include sales tax. Sales tax will be added to each invoice as a separate line item unless the customer provides Teledyne with a sales and use tax certificate.

PLEASE NOTE: Spare parts ordered after delivery of the instrumentation quoted herein should be based on the final system design and spare parts lists provided with manuals and final drawings.

REGARDING MAINTENANCE AGREEMENT PURCHASES:

If an order resulting from this quotation includes an on-going maintenance agreement for hardware, software, or both, payment for the maintenance agreement(s) may be broken out from the contract price and billing schedule above and billed separately as services are performed.

Maintenance agreement contracts do not include the supply of spare or replacement parts. Spare or replacement parts are billed separately to the holder of the maintenance agreement. For that reason it is recommended that maintenance agreements be purchased by the end user of the equipment rather than an intermediary such as a construction or engineering firm.

The system description and product brochures provided herein describe in detail the instruments/systems included in this proposal. The descriptions are accurate to the best of our knowledge as of the date of this proposal; however, as additional information is obtained, variations may be required to enhance system performance. Teledyne Monitor Labs reserves the right to make changes in the design and construction of any system as it deems appropriate to meet the performance requirements of the application, with proper notification given to customer. Any changes made by Teledyne Monitor Labs will conform to U.S. EPA reference or equivalency method designations where applicable.

Other terms and conditions of sale, including warranty terms, are included with this quotation and can be found at our web site: www.teledyne-ml.com. Successful startup shall be the criteria of acceptance, with such startup defined as calibration of each gas parameter with zero and span gas.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.