SERVICE AGREEMENT NO. 7316

Hach Calibration, Repair & Maintenance

THIS **Hach Calibration, Repair & Maintenance Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Hach Company ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Hach Calibration, Repair & Maintenance in response to Request for Bid/Proposal No. SS-7316 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. Scope. Contractor shall provide Hach Calibration, Repair & Maintenance ("Services") in accordance with the attached Scope of Work, as shown in **Attachment A**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.

2. Term.

(A) The term of this Agreement is five years beginning on the date executed by the City. The parties may mutually agree to renew the term of this Agreement for up to zero additional zero-year period(s) (each an "Option Term"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Term.

(B) At the end of the term of this Agreement or the final Option Term, the Agreement may, at the request of the City prior to expiration of the term or final Option Term, continue on a month-to-month basis for up to six months with compensation at the appropriate pro rata amount, based on the amount stated in section 3 of this Agreement, for the month-to-month term. The Contractor may opt out of this month-to-month term by providing notice to the City at least 30 days prior to the expiration of the term or final Option Term. During the month-to-month term, either party may terminate the Agreement upon 30 days' advance written notice to the other party.

3. Compensation and Payment. This Agreement is for an initial amount up to $405,598.43, with the amount of each Option Term, if exercised, up to the amount stated in Attachment B, subject to approved amendments and changes.

Payment will be made for Services performed and accepted by the City within 30 days of the completion date, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Quote/Bid/Pricing Schedule, as shown in **Attachment B**, the pricing content of which is solely incorporated by reference into this Agreement as if fully set out here in its entirety. Any terms and conditions of Contractor included in Attachment B are expressly excluded by agreement of the parties.

Invoices must be mailed to the following address, with an email copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, TX 78469-9277

DianaG@corpuschristitx.gov

4. Contract Administrator. The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Diana Zertuche-Garza, Contracts/Fund Administrator
Corpus Christi Water
Phone: 361-826-1827
Email: Dianag@corpuschristitx.gov

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in **Attachment C**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be stated on Attachment C, and such content is incorporated here in this

Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in their entireties.

6. Purchase Release Order. For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized employee of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. Inspection and Acceptance. City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) The specific warranty provisions applicable to this Agreement are stated in **Attachment D**, which is attached to this Agreement and incorporated by reference into this Agreement as if fully set out here in its entirety. Products and Services, if any, purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D.

(C) Contractor warrants that all Services shall be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. Quality/Quantity Adjustments. Any Service quantities indicated on Attachment B are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Term. Substitutions and deviations from the City's Service and/or product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

10. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in the City's fiscal budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that a budget item for this Agreement will be adopted, as that determination and decision is within the City Council's sole discretion when adopting each fiscal budget.

11. Independent Contractor. Contractor shall perform the Services and work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant, or employee of the Contractor be considered an employee of the City.

12. Subcontractors. In performing the Services, the Contractor may not enter into subcontracts or utilize the services of subcontractors.

13. Amendments. This Agreement may be amended or modified only in writing and executed by an authorized representative of each party.

14. Waiver. No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.

15. Taxes. Reserved.

16. Notice. Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:
City of Corpus Christi
Attn: Diana Zertuche-Garza, Contracts/Fund Administrator
Corpus Christi Water
2726 Holly Road, Corpus Christi, TX 78415
Phone: 361-826-1827
Fax: 361-826-7215

IF TO CONTRACTOR:
Hach Company
Attn: Bayette Saenz, Regional Sales Manager
5600 Linbergh Dr., Loveland, CO 80539
Phone: 970-669-3050
Fax: 970-669-2932

17. ***CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES, AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES TO THE PROPORTIONAL EXTENT CAUSED BY THE NEGLIGENT ACT, OMISSION, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED, ANY AND ALL INDEMNIFICATION OBLIGATIONS IMPOSED UPON CONTRACTOR ARE LIMITED TO THE PROPORTIONATE EXTENT OF THOSE DAMAGES CAUSED BY CONTRACTOR'S BREACH OF THE AGREEMENT, NEGLIGENCE, WRONGFUL CONDUCT, OR VIOLATIONS OF LAW.***

18. **Termination.**

    (A) Termination for Cause. The City may terminate this Agreement for the Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

    (B) Termination for Convenience. Alternatively, the City may terminate this Agreement for convenience upon 30 days' advance written notice to the Contractor. In the event of a termination for convenience, the Contractor shall be compensated for all Services performed prior to the date of termination, and the City shall have no further obligation to the Contractor.

19. **Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines and instructions, if available, for any goods purchased by the City pursuant to this

Agreement. Contractor shall provide such documentation upon delivery of such goods and prior to receipt of the final payment by the City.

20. Limitation of Liability. The City's maximum liability under this Agreement is limited to the total amount of compensation shown in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential, or special damages.

21. Assignment. No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

22. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

23. Order of Precedence. Notwithstanding any content or language to the contrary, the parties expressly agree that, in the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

A. this Agreement (excluding attachments and exhibits);
B. its attachments in order of appearance, followed by that attachment's related exhibit, if any;
C. the bid solicitation document including any addenda (Exhibit 1); then,
D. the Contractor's bid response (Exhibit 2).

24. Certificate of Interested Parties. Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by law.

25. Governing Law. Contractor agrees to comply with all applicable federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and the forum for such disputes is the appropriate district or county court in Nueces County, Texas. In accordance with Chapter 2271, Texas Government Code, if this contract has a value of $100,000 or more paid wholly or partly from public funds and the Contractor has 10 or more full-time employees, Contractor verifies that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. In accordance with Chapter 2274, Texas Government Code, Contractor verifies that the Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or fire trade association. In accordance with Chapter 2276, Texas Government Code, Contractor verifies that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

26. **Public Information Act Requirements.** This clause applies only to agreements that have a stated expenditure of at least $1,000,000 or that result in the expenditure of at least $1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

27. **Consent Decree Requirements.** This Agreement is subject to certain requirements provided for by the consent decree entered into as part of Civil Action No. 2:20-cv-00235, United States of America and State of Texas v. City of Corpus Christi in the United States District Court for the Southern District of Texas, Corpus Christi Division (the "Consent Decree"). A set of Wastewater Consent Decree Special Conditions has been attached as **Attachment E**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The Contractor must comply with Attachment E while performing the Services.

28. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties. The total liability of Contractor and its subsidiaries, affiliates, employees, directors, officers, and agents arising out of the performance, nonperformance, or obligations in connection with the design, manufacture, sale, delivery, and/or use of goods and/or services in no circumstance includes any liquidated, penalty, incidental, or consequential damages of any kind, nor exceeds an amount that is unreasonably disproportionate to the total amount of compensation actually paid to Contractor under this Agreement, except only in the case of damages arising due to Contractor's willful misconduct.

(Signature Page Follows)

CONTRACTOR

Signature: David Mueller (Jun 10, 2026 09:16:40 MDT)

Printed Name: David Mueller

Title: VP NA

Date: 06/10/2026

CITY OF CORPUS CHRISTI

Sergio Villasana Date
Director, Finance & Procurement

Reviewed by:

Clayton Smith
Clayton Smith (Jun 9, 2026 16:43:52 CDT) 06/09/2026
Contracts Manager Date

Approved as to form:

Assistant City Attorney Date

Attached and Incorporated by Reference:
Attachment A: Scope of Work
Attachment B: Quote/Bid/Pricing Schedule
Attachment C: Insurance and Bond Requirements
Attachment D: Warranty Requirements
Attachment E: Consent Decree Requirements

Incorporated by Reference Only:
Exhibit 1: RFB/RFP No. SS-7316
Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

A. General Requirements/Background Information

The City currently utilizes more than twenty-five classification/types of HACH instruments, of which multiple instruments are located within the Allison WWTP and the Allison Real Time Communications (RTC). The Contractor shall provide ongoing maintenance and calibration services of all existing instruments located throughout the plant locations.

B. Scope of Work

Service Names

1. The Field Service Partnership (FSP) provides full coverage, including parts, labor, and travel for two preventative maintenance visits per year and on-site repairs with priority status.
2. The Preventative Maintenance Partnership (PMP) includes parts, labor, and travel for two annual on-site preventative maintenance visits.
3. The Bench Service Plus (BSPPLUS) includes factory repairs only, one Start-up or one PM/Calibration on-site per year, unlimited technical support calls, and free software upgrades; travel is included for one on-site visit.
4. Claros subscriptions include cloud storage, user management and graphs/spreadsheets.
5. During the pre-scheduled site visit, the Hach Field Service Technician will complete the following:
   a. Verification of Instrument performance/Maintenance – including but not limited to performing limited instrument cleaning
   b. Perform required repair service, including parts and labor
   c. Provide Hach Field Service Report with complete documentation of service performed and measurements/readings
   d. Provide basic end-user training on general instrument operation and maintenance

C. Classification of Instruments

1. The following classification/types of instruments are defined below:
   a. **TU5300:** Online Turbidity Meter; measures turbidity at the filter stations
   b. **TU5200: Lab Turbidity:** Benchtop Turbidity Meter to verify online turbidity meters
   c. **2100Q:** Portable Turbidity Meter; measures turbidity at the Lab and field

d. **BioTector 3500C:** Total Organic Carbon (TOC) Online Analyzer; measures TOC at the high service stations

e. **Biotector B7000**: TOC Analyzer

f. **CL 17:** Free/Total Chlorine analyzer; measures free and total chlorine at the plant and boosting stations

g. **CLT 10:** Reagent-less Total Chlorine analyzer; measures total chlorine at the plant and boosting stations

h. **DR900:** Portable Spectrophotometer; measures a wide range of parameters at the Lab and the field, such as chlorine, free ammonia, monochloramine, nitrate, nitrite, iron, etc.

i. **DR6000 UV-VIS:** Benchtop (Lab) Spectrophotometer; measures a wide range of parameters at the Lab, such as chlorine, free ammonia, monochloramine, nitrate, nitrite, iron, etc.

j. **FilterTrak 660/660sc:** Online Turbidity meter; measures turbidity at the filter stations

k. **pH, ORP, and Conductivity Sensors, PD & RD (analog pH and ORP), DPD & ORD (Digital pH and ORP), 6XXXPX Series Differential pH Sensors, Conductivity Sensor: pH probe, ORP probe, Conductivity Probe:** Measures pH, ORP, and conductivity

l. **QC8500:** Lachat QuickChem Flow Injection Analysis System; determines ionic species in a sample

m. **Sc100/sc200:** Controller for online analyzer/meters and probes, 2 channels; control meters and probes, and send signal to control room

n. **Sc l000:** Controller for online analyzer/meters and probes, up to 6 channels; control meters and probes, and send signal to control room

o. **Solitax:** Online Turbidity probe; measures turbidity at the front of the plant

p. **Surface Scatter 7:** Raw Water Online Turbidity Meter; measures turbidity of the raw water coming into the plant

q. **SL1000:** Portable Parallel Analyzer (PPA)

r. **5500SC AMC:** Ammonia Monochloramine Analyzer

s. **TUACM:** Automatic cleaning modules for TU5300

t. **SC4500:** Controller for online analyzer/meters and probes

u. **HQD440**: HQD Laboratory Meters

D. Invoicing

The Contractor's invoice for payment shall contain the following information:

1. Service Agreements No. and/or Purchase Order No.
2. Ship to: Location Name and Address
3. Ordered by: Supply Employee Name and ID#
4. Description of Product or Service

E. Contractor Quality Control and Superintendence

The Contractor shall establish and maintain a complete Quality Control program to assure that the requirements of the contract are provided as specified. The Contractor will also provide supervision or the work to ensure it complies with the contract requirements.

Allison RTC

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	1 of 2 HACH1282750-RTC
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 ***Purchase Orders***	***WebSite***: www.hach.com	***Remittance*** 2207 Collections Center Dr Chicago, IL 60693 ***Wire Transfers*** Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

Partnership Number : HACH1282750-RTC **Version :** 0.49

Quotation Date : 23-APR-26

Expiration Date : 23-MAY-26

Customer Ref : Budgetary Quote

Customer Phone : 826.4044

Customer Fax :

Customer Contact : PEREZ, MIGUEL

Customer Email : miguelP@corpuschristtx.org

Bill-To Account # 092064		**Ship-To Account # 092064**			
Customer Name	CITY OF CORPUS CHRISTI	Customer Name	CITY OF CORPUS CHRISTI	**Payment Terms:**	Net 30
Address4		Address4	ALLISON WWTP	**Billing Method:**	Annual-Invoices on START Date
Address1	PO BOX 9277	Address1	4101 ALLISON DR	**Currency:**	USD
Address2		Address2			
Address3		Address3			
City,State, PostalCode	CORPUS CHRISTI-TX-78469-9277	City,State, Postalcode	CORPUS CHRISTI-TX-78410		
Province/ Country	US	Province/ Country	US		

Line	Service Name				Line Total
	Covered Product	Start Date	End Date	Description/Serial Number	
1	FSPRTC-ADD	29-SEP-26	28-SEP-31	Field Service Partnership, Addt'l RTC Channel:29-SEP-2026:28-SEP-2031 Coverage and support of each additional RTC channel. Includes ongoing priority tech support, remote monitoring, system alerts, and monthly reports. Covers all parts, labor, and travel for onsite repairs of the RTC computer. Must be purchased with FSPRT	48,795.00
1.1	LXV515.99.0003B			RTC , 15" touch screen (Beckhoff) ; 0	
1.2	LXV515.99.0003B			RTC , 15" touch screen (Beckhoff) ; 0	

HACH SERVICEPLUS® CERTIFIED PROGRAMS	**HACH SERVICE PARTNERSHIP QUOTATION**	Page : Partnership Number :	2 of 2 HACH1282750-RTC
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 ***Purchase Orders***	***WebSite***: www.hach.com	***Remittance*** 2207 Collections Center Dr Chicago, IL 60693 ***Wire Transfers*** Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

1.3	LXV515.99.0003B			RTC , 15" touch screen (Beckhoff) ; 0	
2	FSPRTC	29-SEP-26	28-SEP-31	Field Service Partnership, First RTC Channel:29-SEP-2026:28-SEP-2031 Coverage and support of first RTC channel. Includes ongoing priority tech support, remote monitoring, system alerts, and monthly reports. Covers all parts, labor, and travel for onsite repairs of the RTC computer.	17,640.00
2.1	LXV515.99.0003B			RTC , 15" touch screen (Beckhoff) ; 0	
3	ADMIN_HANDLING_MYA	29-SEP-26	28-SEP-31	Bill processing fee, Multi Yr Annual YEAR TWO PRICE INCREASE:29-SEP-2026:28-SEP-2031	1,328.70
3.1				CONTRACT_SPC	
4	ADMIN_HANDLING_MYA	29-SEP-26	28-SEP-31	Bill processing fee, Multi Yr Annual YEAR THREE PRICE INCREASE:29-SEP-2026:28-SEP-2031	2,790.27
4.1				CONTRACT_SPC	
5	ADMIN_HANDLING_MYA	29-SEP-26	28-SEP-31	Bill processing fee, Multi Yr Annual YEAR FOUR PRICE INCREASE	4,398.00
5.1				CONTRACT_SPC	
6	ADMIN_HANDLING_MYA	29-SEP-26	28-SEP-31	Bill processing fee, Multi Yr Annual YEAR FIVE PRICE INCREASE	6,166.50
6.1				CONTRACT_SPC	

Sub Total :	81,118.47
Tax:	0.00
Total :	81,118.47

Partnership Notes :

This is for budgetary purposes only.
ANNUAL COST BREAKDOWN NOTED BELOW:
YEAR 1 SERVICE @ $13,287.00 *
YEAR 2 SERVICE @ $14,615.70 *
YEAR 3 SERVICE @ $16,077.27 *
YEAR 4 SERVICE @ $17,685.00 *
YEAR 5 SERVICE @ $19,453.50 *
TOTAL $81,118.47 *

* THIS IS PRE-TAX PRICING AND SUBJECT TO CHANGE WITH EQUIPMENT CHANGES
The services described herein are governed by the terms and conditions of the Service Agreement No. 7142 between Hach Company and The City of Corpus Christi dated _______________, 2026. This agreement is entered into by and between Hach Company and The City of Corpus Christi.

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	1 of 6 HACH1282750
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 ***Purchase Orders***	***WebSite***: www.hach.com	***Remittance*** 2207 Collections Center Dr Chicago, IL 60693 ***Wire Transfers*** Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

Partnership Number : HACH1282750 **Version :** 0.55 **Quotation Date :** 23-APR-26

Expiration Date : 23-MAY-26

Customer Ref :
Customer Phone : 826.4044 **Customer Fax :**
Customer Contact : PEREZ, MIGUEL
Customer Email : miguelP@corpuschristtx.org

Bill-To Account # 092064		**Ship-To Account # 092064**			
Customer Name	CITY OF CORPUS CHRISTI	Customer Name	CITY OF CORPUS CHRISTI	**Payment Terms:**	Net 30
Address4		Address4	ALLISON WWTP	**Billing Method:**	Annual-Invoices on START Date
Address1	PO BOX 9277	Address1	4101 ALLISON DR	**Currency:**	USD
Address2		Address2			
Address3		Address3			
City,State, PostalCode	CORPUS CHRISTI-TX-78469-9277	City,State, Postalcode	CORPUS CHRISTI-TX-78410		
Province/ Country	US	Province/ Country	US		

Line	Service Name / Covered Product	Start Date	End Date	Description/Serial Number	Line Total
1	FSPAIRBLAST	29-SEP-26	28-SEP-31	Fld Svc-1V 57951 Air Blast:29-SEP-2026:28-SEP-2031	64,020.00
1.1	6860000			CLEAN SYS,HI OUTPUT AIR BL HACH 115V ; 2110740016	
1.2	6860000			CLEAN SYS,HI OUTPUT AIR BL HACH 115V ; 2110740018	
1.3	6860000			CLEAN SYS,HI OUTPUT AIR BL HACH 115V ; 2111740014	
1.4	6860000			CLEAN SYS,HI OUTPUT AIR BL HACH 115V ; 2111740060	
1.5	6860000			CLEAN SYS,HI OUTPUT AIR BL HACH 115V ; 2111740061	
1.6	6860000			CLEAN SYS,HI OUTPUT AIR BL HACH 115V ; 2111740062	

HACH SERVICEPLUS CERTIFIED PROGRAMS	**HACH SERVICE PARTNERSHIP QUOTATION**	Page : Partnership Number :	2 of 6 HACH1282750
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 ***Purchase Orders***	***WebSite***: www.hach.com	***Remittance*** 2207 Collections Center Dr Chicago, IL 60693 ***Wire Transfers*** Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

	1.7	6860000			CLEAN SYS,HI OUTPUT AIR BL HACH 115V ; 2111740063	
	1.8	6860000			CLEAN SYS,HI OUTPUT AIR BL HACH 115V ; 2112740102	
	1.9	6860000			CLEAN SYS,HI OUTPUT AIR BL HACH 115V ; 2112740103	
	1.10	6860000			CLEAN SYS,HI OUTPUT AIR BL HACH 115V ; 2207740020	
	1.11	6860000			CLEAN SYS,HI OUTPUT AIR BL HACH 115V ; 2207740026DUP0	
2	FSPSOLITAX		29-SEP-26	28-SEP-31	Fld Svc-2V Solitax Sensor:29-SEP-2026:28-SEP-2031	14,890.00
	2.1	LXV423.99.00200			db HS-LINE sc/IMMERSION 500g/l WIPER SS ; 2112708	
	2.2	LXV423.99.00200			db HS-LINE sc/IMMERSION 500g/l WIPER SS ; 2116355	
3	FSPSC1000		29-SEP-26	28-SEP-31	Fld Svc-1V SC1000 Controller:29-SEP-2026:28-SEP-2031	6,495.00
	3.1	LXV402.99.10002			aa db sc1000 DISPLAY MODULE, TCP, NO GSM ; 2145580	
	3.2	LXV402.99.10002			aa db sc1000 DISPLAY MODULE, TCP, NO GSM ; 2145590	
	3.3	LXV402.99.10002			aa db sc1000 DISPLAY MODULE, TCP, NO GSM ; 2145622	
4	FSPLDO2		29-SEP-26	28-SEP-31	Fld Svc LDO2 - 1 visit:29-SEP-2026:28-SEP-2031 Field Service Partnership provides full coverage, including one on-site annual preventative maintenance/calibration service and probe replacement upon failure.	21,690.00
	4.1	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 220680025097	
	4.2	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 220680025099	
	4.3	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 220830025756	

	4.4	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 220830025757	
	4.5	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 220940000148	
	4.6	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 242610026841	
	4.7	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 242610026839	
	4.8	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 242670027003	
	4.9	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 242610026837	
5	FSPFILTRAX		29-SEP-26	28-SEP-31	Fld Svc-4V Filtrax:29-SEP-2026:28-SEP-2031	65,100.00
	5.1	LXV294.54.00000			db FILTRAX CONTROL MODULE, 115VAC ; 2107037	
	5.2	LXV294.54.00000			db FILTRAX CONTROL MODULE, 115VAC ; 2107038	
	5.3	LXV294.54.00000			db FILTRAX CONTROL MODULE, 115VAC ; 2127493	
6	FSPSC4200C		29-SEP-26	28-SEP-31	Fld Svc-1V SC4200c Controller:29-SEP-2026:28-SEP-2031 Field Service includes: All parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	6,510.00
	6.1	LXV524.99.010A0			SC4200c w/o plug 3G/4G US CC ; 2129755DUP0	
	6.2	LXV524.99.010A0			SC4200c w/o plug 3G/4G US CC ; 2097637	
	6.3	LXV524.99.010A0			SC4200c w/o plug 3G/4G US CC ; 2097635	

7	FSPAISE		29-SEP-26	28-SEP-31	Fld Svc AISE Sensor 2 Visit:29-SEP-2026:28-SEP-2031 Field Service includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	44,160.00
	7.1	LXV440.53.10002			AISE SC W RFID (USA) ; 2180974	
	7.2	LXV440.53.10002			AISE SC W RFID (USA) ; 2181007	
8	BSPPLUSDR3900		29-SEP-26	28-SEP-31	BenchPlus-DR3900:29-SEP-2026: 28-SEP-2031 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	5,590.00
	8.1	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 2259942	
9	BSPPLUSHQD440		29-SEP-26	28-SEP-31	BenchPlus-HQD440:29-SEP-2026: 28-SEP-2031 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	3,235.00
	9.1	HQ440D			HQ440d BENCHTOP METER, MULTI ; 160900004217	
10	BSPPLUSHQSER		29-SEP-26	28-SEP-31	aa BenchPlus Partnership, HQ Series:29-SEP-2026:28-SEP-2031 BenchPlus Partnership provides full coverage, including startup or one annual on-site preventative	2,175.00

					maintenance/calibration/certification service and repairs at the Hach Service Center. Priority service, loaner instruments, return shipping, and unlimited	
	10.1	LEV015.53.4200A			ee HQ4200 Portable Multi Meter ; 230794200008	
11	BSPPLUSDR300		29-SEP-26	28-SEP-31	Bench Service Partnership, DR300, 1V:29-SEP-2026:28-SEP-2031 BenchPlus Service Partnership provides full coverage, including one annual on-site preventative maintenance/calibration visit and repairs at the Hach Service Center. Unlimited technical support calls and free firmware updates are also included.	815.00
	11.1	LPV445.97.62110			DR300 - Cl, Free+Total, MR, w.Box, Pocket Colorimeter ; 22080B000357	
12	BSPTL23XX		29-SEP-26	28-SEP-31	Bench Service TL23XX 1 Bench SVC per year:29-SEP-2026:28-SEP-2031 Bench Service includes: 1 Comprehensive PM, Calibration and Repairs. All services performed at the factory, unlimited technical support calls, and free software updates.	2,555.00
	12.1	LPV4449900310			KIT, TL2350 LAB TURBIDIMETER, EPA, NA ; 2019020C0103	
13	PMP-AMTAX-2V		29-SEP-26	28-SEP-31	oo aa PMP-AMTAX ANALYZER-2V (FRV 2):29-SEP-2026:28-SEP-2031	28,510.00
	13.1	LXV421.99.14002			oo AMTAX sc AMMONIA ANLZR 115-230V,2 CH ; 2097372	
	13.2	LXV421.99.14002			oo AMTAX sc AMMONIA ANLZR 115-230V,2 CH ; 2117384DUP0	
14	ADMIN_HANDLING_MYA		29-SEP-26	28-SEP-31	Bill processing fee, Multi Yr Annual YEAR TWO PRICE INCREASE:29-SEP-2026:28-SEP-2031	5,314.90
	14.1				CONTRACT_SPC	
15	ADMIN_HANDLING_MYA		29-SEP-26	28-SEP-31	Bill processing fee, Multi Yr Annual YEAR THREE PRICE INCREASE:29-SEP-2026:28-SEP-2031	11,161.29

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	6 of 6 HACH1282750
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 ***Purchase Orders***	***WebSite***: www.hach.com	***Remittance*** 2207 Collections Center Dr Chicago, IL 60693 ***Wire Transfers*** Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

	15.1			CONTRACT_SPC	
16	ADMIN_HANDLING_MYA	29-SEP-26	28-SEP-31	Bill processing fee, Multi Yr Annual YEAR FOUR PRICE INCREASE	17,592.32
	16.1			CONTRACT_SPC	
17	ADMIN_HANDLING_MYA	29-SEP-26	28-SEP-31	Bill processing fee, Multi Yr Annual YEAR FIVE PRICE INCREASE	24,666.45
	17.1			CONTRACT_SPC	

Sub Total :	324,479.96
Tax:	0.00
Total :	324,479.96

Partnership Notes :

Partnership Notes :
This quote is for budgetary purposes only.

ANNUAL COST BREAKDOWN NOTED BELOW:
YEAR 1 SERVICE @ $53,149.00 *
YEAR 2 SERVICE @ $58,463.90 *
YEAR 3 SERVICE @ $64,310.29 *
YEAR 4 SERVICE @ $70,741.32 *
YEAR 5 SERVICE @ $77,815.45 *

TOTAL $324,479.96 *

The services described herein are governed by the terms and conditions of the Service Agreement No. 7142 between Hach Company and The City of Corpus Christi dated _______________, 2026. This agreement is entered into by and between Hach Company and The City of Corpus Christi.

Attachment C: Insurance Requirements

I. CONTRACTOR'S LIABILITY INSURANCE

A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.

B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	**MINIMUM INSURANCE COVERAGE**
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	$500,000 Combined Single Limit
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	Statutory $500,000 /$500,000 /$500,000

C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.

B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.

C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

D. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

- Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.

E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor’s performance of the work covered under this agreement.

H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.

I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2026 Insurance Requirements
Ins. Req. Exhibit **4-B**
Contracts for General Services – Services Performed Onsite
01/01/2026 Risk Management – Legal Dept.

Attachment D: Warranty Requirements

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of 12 months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of 90 days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

ATTACHMENT E
WASTEWATER CONSENT DECREE
Special Conditions

Special Project procedures are required from the CONTRACTOR as specified herein. The CONTRACTOR shall implement and maintain these procedures at the appropriate time, prior to and during performance of the work.

The following special conditions and requirements shall apply to the Project:

I. Consent Decree Notice Provision – The City of Corpus Christi ("City"), the United States of America and the State of Texas have entered into a Consent Decree in Civil Action No. 2:20-cv-00235, United States of America and State of Texas v. City of Corpus Christi in the United States District Court for the Southern District of Texas, Corpus Christi Division (the "Consent Decree"). A copy of the Consent Decree is available at

https://www-cdn.cctexas.com/sites/default/files/CC-Consent-Decree.pdf

By signature of the Contract, CONTRACTOR acknowledges receipt of the Consent Decree.

II. Performance of work. CONTRACTOR agrees that any work under this Contract is conditioned upon CONTRACTOR's performance of the Work in conformity with the terms of the Consent Decree. All Work shall be performed in accordance with the Design Criteria for Wastewater Systems under Title 30 Chapter 217 of the Texas Administrative Code, 30 Tex. Admin. Code Ch. 217, and using sound engineering practices to ensure that construction, management, operation and maintenance of the Sewer Collection System complies with the Clean Water Act. Work performed pursuant to this contract is work that the City is required to perform pursuant to the terms of the Consent Decree. In the event of any conflict between the terms and provisions of this Consent Decree and any other terms and provisions of this Contract or the Contract Documents, the terms and provisions of this Consent Decree shall prevail.

III. Retention of documents – CONTRACTOR shall retain and preserve all non-identical copies of all documents, reports, research, analytical or other data, records or other information of any kind or character (including documents, records, or other information in electronic form) in its or its sub-contractors' or agents' possession or control, or that come into its or its sub-contractors' or agents' possession or control, and that relate in any manner to this contract, or the performance of any work described in this contract (the "Information"). This retention requirement shall apply regardless of any contrary city, corporate or institutional policy or procedure. CONTRACTOR, CONTRACTOR's sub-contractors and agents shall retain and shall not destroy any of the Information until five years after the termination of the Consent Decree and with prior written authorization from the City Attorney. CONTRACTOR shall provide the City with copies of any documents, reports, analytical data, or other information required to be maintained at any time upon request from the City.

IV. Liability for stipulated penalties – Article IX of the Consent Decree provides that the United States of America, the United States Environmental Protection Agency and the State of Texas may assess stipulated penalties including interest against the City upon the occurrence of certain events. To the extent that CONTRACTOR or CONTRACTOR's agents or sub-contractors cause or contribute to, in whole or in part, the assessment of any stipulated penalty against the City, CONTRACTOR agrees that it shall pay to City the full amount of any stipulated penalty assessed against and paid by City that is caused or contributed to in whole or in part by any action, failure to act, or failure to act within the time required by any provision of this contract. CONTRACTOR shall also pay to City all costs, attorney fees, expert witness fees and all other fees and expenses incurred by City in connection with the assessment or payment of any such stipulated penalties, or in contesting the assessment or payment of any such stipulated penalties. In addition to any and all other remedies to which City may be entitled at law or in equity, CONTRACTOR expressly authorizes City to withhold all amounts assessed and paid as stipulated penalties, and all associated costs, fees, or expenses from any amount unpaid to CONTRACTOR under the terms of this contract, or from any retainage provided in the contract.