



SUPPLY AGREEMENT NO. 1342

Chemkeys and Reagents for O.N. Stevens Water Treatment Plant

THIS **Chemkeys and Reagents for O.N. Stevens Water Treatment Plant Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Hach Company ("Supplier"), effective for all purposes upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Supplier has bid to provide Chemkeys and Reagents for O.N. Stevens Water Treatment Plant in response to Request for Bid No. **N/A** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Supplier's bid response 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 Supplier agree as follows:

- 1. Scope.** Supplier will provide Chemkeys and Reagents for O.N. Stevens Water Treatment Plant 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. "Goods," "products", and "supplies", as used in this Agreement, refer to and have the same meaning.
- 2. Term.** This Agreement is for 36 months. This Agreement includes an option to extend the term for up to zero additional zero-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Supplier and the City Manager.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$825,780.23, subject to approved extensions and changes. Payment will be made for goods delivered and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

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
Utilities Department
Phone: 361-826-1827
Email: DianaG@cctexas.com

5. **Insurance.** Before performance can begin under this Agreement, the Supplier 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.
6. **Purchase Release Order.** For multiple-release purchases of products to be provided by the Supplier over a period of time, the City will exercise its right to specify time, place and quantity of products to be delivered in the following manner: any City department or division may send to Supplier a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and products will remain with the Supplier until such time as the products are delivered and accepted by the City.
7. **Inspection and Acceptance.** Any products that are delivered but not accepted by the City must be corrected or replaced immediately at no charge to the City. If immediate correction or replacement at no charge cannot be made by the Supplier, a replacement product may be bought by the City on the open market and any costs incurred, including additional costs over the item's bid price, must be paid by the Supplier within 30 days of receipt of City's invoice.
8. **Warranty.** The Supplier warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Supplier warrants that it has clear title to the products and that the products are free

of liens or encumbrances. In addition, the products purchased under this Agreement shall be warranted by the Supplier or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

9. **Quality/Quantity Adjustments.** Any quantities indicated on the Bid/Pricing Schedule 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 Period. Substitutions and deviations from the City's 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 said 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 this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
11. **Independent Contractor.** Supplier will perform the work required by this Agreement as an independent contractor and will furnish such products in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Supplier be considered an employee of the City.
12. **Subcontractors.** Supplier may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Supplier must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid. In using subcontractors, the Supplier is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Supplier. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Supplier and its employees had performed the work.
13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.

- 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.** The Supplier covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 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
Contract Administrator
13101 Leopard St., Corpus Christi, Texas 78410
Fax: 361-826-4488

IF TO SUPPLIER:

Hach Company
Attn: Alejandro Varela
Regional Sales Manager
P. O. Box 608, Loveland, Colorado 80539
Fax: 970-669-2932

- 17. SUPPLIER AGREES TO 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 ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), 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 WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES,**

BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. SUPPLIER 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 FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF SUPPLIER UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

SUPPLIER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF COMPENSATION PAYABLE TO SUPPLIER DURING THE TERM HEREOF. UNDER NO CIRCUMSTANCES SHALL SUPPLIER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. LIMITATIONS ON LIABILITY SHALL NOT APPLY WHERE LIABILITY CANNOT BE EXCLUDED OR RESTRICTED BY STATUTORY LAW, OR WHERE DAMAGES HAVE BEEN CAUSED BY WILLFUL MISCONDUCT.

18. Termination.

(A) The City Manager may terminate this Agreement for Supplier's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Supplier written notice of the breach and set out a reasonable opportunity to cure. If the Supplier has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Supplier. The City Manager may also terminate this Agreement upon 24 hours written notice to the Supplier for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Assignment. No assignment of this Agreement by the Supplier, 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 Supplier 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.

- 20. 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.
- 21. Order of Precedence.** 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 and its attachments
 - B. the bid solicitation document, including addenda (Exhibit 1)
 - C. the Supplier's bid response (Exhibit 2)
- 22. Certificate of Interested Parties.** Supplier 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.
- 23. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 24. 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.

(SIGNATURE PAGE FOLLOWS)

SUPPLIER

Signature: Kathleen Dyckman

Printed Name: Kathleen Dyckman

Title: Product Manager

Date: Sept 21, 2017

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance Requirements
- Attachment D: Warranty Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB No. N/A
- Exhibit 2: Supplier's Bid Response

Attachment A: Scope of Work

1. General Requirements

The Contractor will provide the following products:

Line	Part Number	Description	Qty
1	9429100	ASSY., Pack, CHEMKEY, 25 piece, total chlorine	1320
2	9429400	ASSY., Pack, CHEMKEY, 25 piece, mono- chlorine	1056
3	9429500	ASSY., Pack, CHEMKEY, 25 piece free ammonia	1056
4	9425200	ASSY., Pack, CHEMKEY, 25 piece, total ammonia	1056
5	2876453	APA Acidic Surfactant Wash, 1L	296
6	2776653	Std 1, Ammonia/Monochloramine 1L	144
7	2776753	Std 2, Ammonia/Monochloramine 1L	108
8	2776353	Rgt 1, Ammonia/Monochloramine 1L	108
9	2776453	Rgt 2, Ammonia/Monochloramine 1L	108
10	2776553	Rgt 3, Ammonia/Monochloramine 1L	108
11	2557000	aa Total Chlorine Reagent Set, DPD (includes indicator and buffer. For Rapid Liquid Method, CL17 Process Analyzer, and bulk analytical methods)	492
12	25233000	KTO: 5500SC Ammonia Monochloramine Reagent Set	10
13	27	Estimated freight charge	1
Water Quality SIRR			
14	9429100	ASSY., Pack, CHEMKEY, 25 piece, total chlorine	216
15	9429600	KTO CHEMKEY, 25 piece mono-chlor. and 25 piece free ammonia	216
16	9429300	ASSY., Pack, CHEMKEY, 25 piece, nitrite	216
17	1406428	DPD Total Chlorine, 25mL pk/1,000 powder pillows	24

Chemkeys, Reagents and other consumables are used for the following HACH instruments:

- SL1000 – Portable Parallel Analyzer
- APA 6000, AMC 5500sc – Ammonia/Monochloramine Analyzers
- DR 900 – Multiparameter Portable Colorimeter
- CL 17 - Chlorine Analyzer

2. Scope of work

A. Delivery

Contractor shall make inside delivery to City locations within seven to ten calendar days after order is placed. The price will be quoted F.O.B. destination, inside delivery to City of Corpus Christi facility, freight prepaid.

Delivery, as used in this section, means the product has been ordered and received by the City. Receipt of the product that does not conform to specifications will not be accepted by the City. Contractor understands and agrees that the City may, at its discretion, cancel the order due to the Contractor's inability to deliver the product within the seven to ten calendar day stipulation. Cancellations shall be in writing and sent to the Contractor by email, fax, or mail. **No restocking fee or payment of any kind shall be owed for the canceled order due to Contractor's inability to meet the seven to ten calendar day delivery deadline. The return to Contractor of late order received after the cancellation notice has been sent shall be at Contractor's expense.**

Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. C.T.

Emergency deliveries and weekend deliveries must be available as needed.

B. Defective Goods

Contractor shall pay for return shipment of product that arrives in a defective, unusable or inoperable condition including expired products (shelf life varies from 90 days to 2 years). Contractor must arrange for the return shipment of damaged products.

3. Special Instructions

The HACH Chemkeys and Reagents will be delivered as follows:

Deliver to: O. N. Stevens Water Treatment Plant Warehouse
13101 Leopard St., Corpus Christi, Texas 78410
Contact: Ruben Arguijo at 361-815-9072



Quotation

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Number: 100268841v7

Use quote number at time of order to ensure
that you receive prices quoted

Quote Date: 07/19/2017

Quote Expiration: 09/17/2017

CITY OF CORPUS CHRISTI
PO BOX 9277
CORPUS CHRISTI, TX 78469-9277

Name: Ruben Arguijo
Phone: 3618159072
Email: rubenar@cctexas.com

Customer Account Number : 092064

Customer Quote Reference: Year One 2017-2018

Sales Contact: Alejandro Varela Email: avarela@hach.com Phone: 800-227-4224

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	9429100	ASSY., PACK, CHEMKEY, 25 PIECE, TOTAL CHLORINE	1320	17.79	5%	16.90	22,308.00
2	9429400	ASSY., PACK, CHEMKEY, 25 PIECE, MONO- CHLOROMINE	1056	44.45	5%	42.23	44,594.88
3	9429500	ASSY., PACK, CHEMKEY, 25 PIECE FREE AMMONIA	1056	48.85	5%	46.41	49,008.96
4	9425200	ASSY., PACK, CHEMKEY, 25 PIECE, TOTAL AMMONIA	1056	62.19	5%	59.08	62,388.48
5	2876453	APA ACIDIC SURFACTANT WASH, 1L	296	24.29	5%	23.08	6,831.68
6	2776653	Std 1, Ammonia/Monochloramine 1L	144	20.35	5%	19.33	2,783.52
7	2776753	Std 2, Ammonia/Monochloramine 1L	108	25.39	5%	24.12	2,604.96
8	2776353	Rgt 1, Ammonia/Monochloramine 1L	108	56.69	5%	53.86	5,816.88
9	2776453	Rgt 2, Ammonia/Monochloramine 1L	108	23.05	5%	21.90	2,365.20
10	2776553	Rgt 3, Ammonia/Monochloramine 1L	108	33.45	5%	31.78	3,432.24
11	2557000	aa Total Chlorine Reagent Set, DPD (includes indicator and buffer. For Rapid Liquid Method, CL17 Process Analyzer, and bulk analytical methods)	492	54.85	5%	52.11	25,638.12
12	25233000	KTO: 5500SC AMMONIA MONOCHLORAMINE REAGENT SET	10	191.00	5%	181.45	1,814.50
13	27	Estimated freight charge	1	4,610.79		4,610.79	4,610.79
Water Quality Sirr - Crystal Ybanez							
14	9429100	ASSY., PACK, CHEMKEY, 25 PIECE, TOTAL CHLORINE	216	17.79	5%	16.90	3,650.40
15	9429600	KTO CHEMKEY, 25 PIECE MONO-CHLOR. AND 25 PIECE FREE AMMONIA	216	97.69	5%	92.81	20,046.96
16	9429300	ASSY., PACK, CHEMKEY, 25 PIECE, NITRITE	216	34.29	5%	32.58	7,037.28
17	1406428	DPD Total Chlorine, 25mL pk/1,000 Powder Pillows	24	208.00	5%	197.60	4,742.40
Grand Total							\$ 269,675.25

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated



Quotation

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Number: 100274694v3
Use quote number at time of order to ensure
that you receive prices quoted

Quote Date: 08/10/2017

Quote Expiration: 10/09/2017

CITY OF CORPUS CHRISTI
PO BOX 9277
CORPUS CHRISTI, TX 78469-9277

Name: Ruben Arguijo
Phone: 3618159072
Email: rubenar@cctexas.com

Customer Account Number : 092064
Customer Quote Reference: Year Two 2018-2019

Sales Contact: Alejandro Varela Email: avarela@hach.com Phone: 800-227-4224

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	9429100	ASSY., PACK, CHEMKEY, 25 PIECE, TOTAL CHLORINE	1320	18.79	5%	17.85	23,562.00
2	9429400	ASSY., PACK, CHEMKEY, 25 PIECE, MONO- CHLOROMINE	1056	45.79	5%	43.50	45,936.00
3	9429500	ASSY., PACK, CHEMKEY, 25 PIECE FREE AMMONIA	1056	50.32	5%	47.80	50,476.80
4	9425200	ASSY., PACK, CHEMKEY, 25 PIECE, TOTAL AMMONIA	1056	64.06	5%	60.86	64,268.16
5	2876453	APA ACIDIC SURFACTANT WASH, 1L	296	25.02	5%	23.77	7,035.92
6	2776653	Std 1, Ammonia/Monochloramine 1L	144	20.96	5%	19.91	2,867.04
7	2776753	Std 2, Ammonia/Monochloramine 1L	108	26.16	5%	24.85	2,683.80
8	2776353	Rgt 1, Ammonia/Monochloramine 1L	108	58.39	5%	55.47	5,990.76
9	2776453	Rgt 2, Ammonia/Monochloramine 1L	108	23.75	5%	22.56	2,436.48
10	2776553	Rgt 3, Ammonia/Monochloramine 1L	108	34.46	5%	32.74	3,535.92
11	2557000	aa Total Chlorine Reagent Set, DPD (includes indicator and buffer. For Rapid Liquid Method, CL17 Process Analyzer, and bulk analytical methods)	492	56.50	5%	53.67	26,405.64
12	25233000	KTO: 5500SC AMMONIA MONOCHLORAMINE REAGENT SET	10	196.73	5%	186.89	1,868.90
13	27	Estimated freight charge	1	4,741.35		4,741.35	4,741.35
Water Quality Sirr for Crystal Ybanez							
14	9429100	ASSY., PACK, CHEMKEY, 25 PIECE, TOTAL CHLORINE	216	17.79	5%	16.90	3,650.40
15	9429600	KTO CHEMKEY, 25 PIECE MONO-CHLOR. AND 25 PIECE FREE AMMONIA	216	97.69	5%	92.81	20,046.96
16	9429300	ASSY., PACK, CHEMKEY, 25 PIECE, NITRITE	216	34.29	5%	32.58	7,037.28
17	1406428	DPD Total Chlorine, 25mL pk/1,000 Powder Pillows	24	208.00	5%	197.60	4,742.40
Grand Total							\$ 277,285.81

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated



Quotation

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Number: 100274744v3
Use quote number at time of order to ensure
that you receive prices quoted

Quote Date: 08/10/2017

Quote Expiration: 10/09/2017

CITY OF CORPUS CHRISTI
PO BOX 9277
CORPUS CHRISTI, TX 78469-9277

Name: Ruben Arguijo
Phone: 3618159072
Email: rubenar@cctexas.com

Customer Account Number : 092064
Customer Quote Reference: **Year Three 2019-2020**

Sales Contact: Alejandro Varela Email: avarela@hach.com Phone: 800-227-4224

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	9429100	ASSY., PACK, CHEMKEY, 25 PIECE, TOTAL CHLORINE	1320	18.33	5%	17.41	22,981.20
2	9429400	ASSY., PACK, CHEMKEY, 25 PIECE, MONO- CHLOROMINE	1056	45.79	5%	43.50	45,936.00
3	9429500	ASSY., PACK, CHEMKEY, 25 PIECE FREE AMMONIA	1056	50.32	5%	47.80	50,476.80
4	9425200	ASSY., PACK, CHEMKEY, 25 PIECE, TOTAL AMMONIA	1056	64.06	5%	60.86	64,268.16
5	2876453	APA ACIDIC SURFACTANT WASH, 1L	296	25.03	5%	23.78	7,038.88
6	2776653	Std 1, Ammonia/Monochloramine 1L	144	20.96	5%	19.91	2,867.04
7	2776753	Std 2, Ammonia/Monochloramine 1L	108	26.15	5%	24.84	2,682.72
8	2776353	Rgt 1, Ammonia/Monochloramine 1L	108	58.39	5%	55.47	5,990.76
9	2776453	Rgt 2, Ammonia/Monochloramine 1L	108	23.75	5%	22.56	2,436.48
10	2776553	Rgt 3, Ammonia/Monochloramine 1L	108	34.45	5%	32.73	3,534.84
11	2557000	aa Total Chlorine Reagent Set, DPD (includes indicator and buffer. For Rapid Liquid Method, CL17 Process Analyzer, and bulk analytical methods)	492	56.50	5%	53.67	26,405.64
12	25233000	KTO: 5500SC AMMONIA MONOCHLORAMINE REAGENT SET	10	196.73	5%	186.89	1,868.90
13	27	Estimated freight charge	1	4,729.75		4,729.75	4,729.75
Water Quality SIRR - Crystal Ybanez							
14	9429100	ASSY., PACK, CHEMKEY, 25 PIECE, TOTAL CHLORINE	216	18.86	5%	17.92	3,870.72
15	9429600	KTO CHEMKEY, 25 PIECE MONO-CHLOR. AND 25 PIECE FREE AMMONIA	216	103.55	5%	98.37	21,247.92
16	9429300	ASSY., PACK, CHEMKEY, 25 PIECE, NITRITE	216	36.34	5%	34.52	7,456.32
17	1406428	DPD Total Chlorine, 25mL pk/1,000 Powder Pillows	24	220.48	5%	209.46	5,027.04
Grand Total							\$ 278,819.17

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated

herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase.

Sales Contact:

Name: Alejandro Varela
Title: Regional Sales Manager
Phone: 800-227-4224
Email: avarela@hach.com

Prepared By:

Name: Becci Wegener
Title: Field Sales Support Specialist
Phone: 1-800-227-4224 X6243
Email: bwegener@hach.com

Attachment C: Insurance Requirements

Section 5. is null for this Supply Agreement.

Attachment D: Warranty Requirements

Section 8. Warranty is null for this Supply Agreement.