



Be Right™

# Quotation

**Quote Number: 100610153v3**

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

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

Quote Date: 12/11/2020

Quote Expiration: 02/11/2021

CITY OF NORTH PORT  
6644 W PRICE BLVD  
NORTH PORT, FL 34291-4106

5355 PAN AMERICAN BLVD  
NORTH PORT , FL 34287

Name: Robert Davies  
Phone: 941-221-2745  
Email: rdavies@cityofnorthport.com

Customer Account Number : 236518  
Customer Quote Reference: PHASE 1

Sales Contact: Don Whiting Email: dwhiting@hach.com Phone: 970-308-2857

## PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	Extended Price
<b>WIMS SOFTWARE</b>					
1	WM-MU	Hach WIMS™ - Water Information Management Solution	1	5,070.00	5,070.00
2	WM-SW	WIMS base software for support contracts.	1	0.00	0.00
3	DMWIMS-SPT-BAS	WIMS yearly support contract - Basic support is 18% of overall software value	1	0.00	0.00
4	WM-MU-CONUSR	WIMS CONCURRENT USER LICENSE	3	1,100.00	3,300.00
5	WM-FACILITY	WIMS Additional Facilities	1	1,485.00	1,485.00
6	WM-SCADA-INT	Hach WIMS™ SCADA Interface.	3	3,225.00	9,675.00
		See note 4 for above items.			
				Subtotal	\$ 19,530.00
<b>WIMS SERVICES SECTION</b>					
7	DM_WIMS-SERVICES	WIMS Services	108	206.00	22,248.00
		See Note 5			
8	DM_WIMS-SERVICES	WIMS Services	96	206.00	19,776.00
		See Note 6			
9	DM_WIMS-OSTRN-4DAY	Onsite Services Four Day (concurrent) – Project Manager	1	11,564.00	11,564.00

Line	Part Number	Description	Qty	Unit Price	Extended Price
		See Note 7			
10	DM_WIMS-SERVICES	WIMS Services	20	206.00	4,120.00
		See Note 8			
11	NOSHIPOPENPROJ	KEEPS ORDER OPEN FOR WIMS PROJECT DO NOT SHIP ITEM.	1	0.00	0.00
				Subtotal	\$ 57,708.00
<b>COLLECT SOFTWARE SECTION</b>					
12	CLAROS-YRLY	Claros base package, annual required for Claros subscriptions	1	200.00	200.00
13	COLLECT-LP-YRLY	Collect Location Parameters, annual price per 100 location Parameters	3	230.00	690.00
		See note 9 for above items.			
				Subtotal	\$ 890.00
<b>COLLECT SERVICES SECTION</b>					
14	DM_WIMS-SERVICES	WIMS Services	8	206.00	1,648.00
		See Note 10			
				Subtotal	\$ 1,648.00
				<b>Grand Total</b>	<b>\$ 79,776.00</b>

## 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](http://www.hach.com/terms). Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counter offer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered 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.  
Freight Charge Schedule and Collect Handling Fees attached.  
Refrigerated and all weather Samplers do not qualify for simplified freight charges, and are considered heavy freight.  
Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. **Must be shipped over night or 2nd day air during the cold weather months.**  
Standard lead time is 30 days

**Sales Contact:**

Name: Don Whiting  
Title: Regional Sales Manager  
Phone: 970-308-2857  
Email: [dwhiting@hach.com](mailto:dwhiting@hach.com)

**HACH COMPANY'S LICENSE AND TERMS AND CONDITIONS OF SERVICES  
FOR HACH'S WATER INFORMATION MANAGEMENT SOLUTION™ (WIMSTM)**

**ACCEPTANCE:** These Terms and Conditions are contained in Hach Company's (Hach) offer, order acknowledgment, and invoice documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a binding license and service agreement ("Agreement") in accordance with these Terms and Conditions, subject to final credit approval by Hach: (i) Customer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Customer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Customer's order. Hach's commencement of work or signature on any purchase order or other form or document submitted by Customer shall constitute acknowledgment of receipt of Customer's order only, and shall not constitute Hach's assent to any terms and conditions submitted by Customer. Provisions contained in Customer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions shall not be a part of the Agreement. Any objection to these Terms and Conditions must (1) be in writing, (2) list specifically each term or condition with which you disagree, and (3) indicate why you disagree with the term or condition. Customer must notify Hach in writing of objections before Customer's submission of a purchase order to Hach or Hach's commencement of work, whichever occurs first, so that Hach may have a reasonable time to address any such objections. These Terms and Conditions shall be deemed accepted in their entirety by issuance of Customer's purchase order.

**COMPLETE AGREEMENT:** All proposals, negotiations, representations, and quotations, if any, regarding this transaction and made prior to the date of this document are merged herein.

**TERM: SUBSCRIPTION SERVICE ONLY:**

**INITIAL TERM:** Two (2) years

**RENEWAL TERM(S):** If Customer wishes to terminate the Subscription Services at the end of the Initial Term or any subsequent Renewal Terms, the Customer should send Hach notice of intent to terminate either by (a) faxing the notice to 970-461-3919 or (b) by emailing the notice from the email contact account to [support@hach.com](mailto:support@hach.com). If Customer submits the notice of termination by email, Hach shall confirm the termination by sending a second e-mail or fax to the contact email address or fax number on file. If Customer fails to notify Hach of its intent not to renew, the Subscription Service will be deemed renewed by Customer under the terms of this Agreement on a month-to-month basis at Hach's then-current rates and charges for monthly Subscription Service.

**PRICES:** Hach's prices in effect at the time of delivery shall apply and any different pricing indicated from any other source shall be adjusted to Hach's current pricing, except for the price of Total Startup (one-time) Charges contained in Hach's quotation, which is firm for 60 days from the date of the quotation. If transportation charges from point of origin of the shipment to a designated point are included in these prices: (a) any changes in such transportation charges shall be the Customer's responsibility, and (b) except as otherwise stated in Hach's quotation, Hach shall not be responsible for switching, spotting, handling, storage, demurrage or any other transportation or accessorial service, nor for any charges incurred therefor, unless such charges are included in the applicable freight rate from shipping point to the designated point.

**PAYMENT AND CREDIT:**

**SUBSCRIPTION PACKAGE:**

**PAYMENT AND PRICING:** Customer shall pay for all monthly Subscription Service net 30 days from invoice. Pricing is based on a 2-year Agreement. An early termination fee set forth in Hach's offer, will apply if the Agreement is terminated before 2 years. Cancellations become effective on the last day of the month in which notice is given.

**SETUP SERVICE:** Customer shall be given the choice of paying for Setup Service rendered either net 30 or by installments payable in 24 consecutive installments plus 18% simple interest. If Customer terminates the Agreement without cause before the end of the Initial Term, Customer agrees to pay Hach the remainder of the unpaid balance for Services plus any outstanding interest.

**EFFECT OF TERMINATION:** Upon the effective date of termination of this Agreement: (a) Hach will immediately cease providing the Subscription Service(s); and (b) any and all payment obligations of Customer under this Agreement for Service(s) provided through the date of termination will immediately become due.

**OTHER PACKAGES:** Payment is due thirty (30) days from the date of invoice. Hach reserves the right to deny credit to Customer and to determine the suitability of the method of payment where payment is other than cash, certified check or money order. Hach reserves the right to revoke credit previously extended to Customer because of Customer's failure to pay for services when due or of any other reason deemed good and sufficient by Hach, and in such event all subsequent services shall be paid for in advance or on delivery. Past due balances shall be subject to interest charges at the maximum rate permitted by law. Customer shall pay all Fees specified in US dollars.

**TAXES:** Any taxes which Hach may be required to pay or collect, under any existing or future law, upon or with respect to the license, sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be paid for by Customer. Hach will collect and pay taxes when required to do so unless Customer furnishes a valid resale/exemption certificate to Hach, no later than the time of payment, relieving Hach of the requirement to collect and pay such taxes. If the certificate furnished to Hach is held invalid Customer agrees to pay the taxes (plus interest) not collected as a result of relying on Customer's invalid certificate.

**CANCELLATION:** Customer may cancel orders within 30 days of purchase subject to fair charges for expenses incurred, handling, inspection, restocking, freight and invoicing charges as applicable. Cancelled orders must be returned to Hach within 30 days at Customer's expense.

**DELAY:** Hach shall be excused for any delay in performance or delivery due to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, quarantine restrictions, factory conditions, strikes, labor disputes, delays in transportation, shortage of transport vehicles, labor or materials, or any circumstance or cause beyond the control of Hach in the reasonable conduct of its business. Hach further reserves the right, in its full discretion, to allocate inventories and current production and to substitute suitable materials when, in its opinion, circumstances warrant such allocation or substitution.

**INSPECTION:** Customer shall promptly inspect all software and the results of services. All claims for alleged defects in software or services are waived unless Customer notifies Hach of the claim within 30 days after receipt of software or performance of services. No claim shall be effective if made after the software or services have been altered or used. Customer shall afford Hach prompt and reasonable opportunity to inspect all software and services to which any claim is made. No returns shall be made without Hach's express consent, a return authorization and return instructions.

**SOFTWARE LICENSE, USE AND RESTRICTIONS:**

**LICENSE.** Software is subject to the separate software license agreement(s) accompanying the software media, along with any product guides, operating manuals, or other documentation presented to Customer during the installation or use of the Software. In the absence of such terms, Hach hereby grants Customer a personal, non-exclusive license to access and use the software provided by Hach. Software provided or otherwise made available to Customer by Hach may be used only during the term of the subscription and/or services, as set forth in the duly authorized documentation setting forth the term for each, and as may be renewed in accordance with this Agreement.

**RESTRICTIONS.** Customer may not copy, modify, or create a derivative work, collective work, or compilation of the software, and may not reverse engineer, decompile or otherwise attempt to extract the code of the software or any part thereof. Customer may not license, sub-license, sell, assign, sublicense, or otherwise transfer or encumber the software; may not use the software in a managed-services arrangement; and may not use the software in excess of the authorized number of licensed facilities, servers and/or seats or other criteria specified in the duly authorized documentation specifying same. Customer is further prohibited from (1) attempting to use or gain unauthorized access to Hach or to any third party's networks or equipment; (2) permitting other individuals or entities to use the software or copy the software or services; (3) attempting to probe, scan, or test the vulnerability of software or a system, account, or network of Hach or any of its customers, suppliers or affiliates; (4) interfering or attempting to interfere with service to any user, host, or network; (5) engaging in fraudulent activity of any nature; (6) transmitting unsolicited bulk or commercial messages; (7) restricting, inhibiting, or otherwise interfering with the ability of any other person, regardless of intent, purpose, or knowledge, to use or enjoy the software (except for tools with safety and security functions); or (8) restricting, inhibiting, interfering with, or otherwise disrupting or causing a performance degradation to any Hach or Hach affiliate or supplier facilities used to deliver the services.

**AUDIT.** Solely for the purpose of verifying Customer's compliance with the terms of this Agreement, Customer hereby grants Hach, or an agent designated by Hach, the right to perform an audit of Customer's use of the software during normal business hours. Customer agrees to cooperate with Hach in such audit and to provide Hach with all records reasonably related to Customer's use of the Software.

**OWNERSHIP AND PROPRIETARY RIGHTS:** "Information" as used herein means all content and other items included with or as part of the services or software, such as text, graphics, graphs and other representations of data, user interfaces, images, data, photographs, videos, and software. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in any services, software, and/or Information provided hereunder shall belong solely and exclusively to Hach and Customer shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The software and Information are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the software or other Information, in whole or in part. Hach will retain exclusive ownership of all software and Information, and will own all intellectual property rights, title, and interest in any ideas, concepts, know-how, documentation, and techniques associated therewith. Subject to payment in full for the applicable services, Hach grants Customer a non-exclusive, non-transferable, royalty-free right to use the software and other Information solely for Customer's facilities, and solely as necessary for Customer to enjoy the benefit of the services.

**INTERRUPTION OF SERVICES:** Hach may on occasion need to perform scheduled or unscheduled repairs, maintenance or upgrades in connection with the software installed on its and Customer's computer system(s), which may temporarily degrade the quality of the services or result in a partial or complete outage of the software. Hach provides no assurance that you will receive advance notification of such activities or that the software or services will be uninterrupted or error-free. Unless otherwise agreed to in writing between Hach and Customer, any degradation or interruption in the services or software shall not give rise to any form of damages or to a refund or credit of any fees paid by Customer. **CUSTOMER AGREES THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE SOFTWARE AND ASSOCIATED DATA, INCLUDING COMMUNICATION VIA MEANS SUCH AS THE INTERNET AND THIRD PARTY SERVICE PROVIDERS' COMMUNICATIONS NETWORKS, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT ACCESS TO OR USE OR OPERATION OF THE SOFTWARE AND ASSOCIATED DATA. HACH SHALL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF CUSTOMER'S ACCESS TO OR USE OF THE SOFTWARE OR ASSOCIATED DATA.**

**CUSTOMER DATA:** In Hach's performance of services or in connection with Customer's use of the Software, it may be necessary for Hach to obtain, receive, or collect data or information, including system-specific data. In such cases, Customer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data solely to facilitate the performance of services by Hach or Customer's use of the Software. In addition, Customer grants Hach a license to aggregate such data for use in an anonymous manner in support of Hach's marketing and sales activities. Customer also grant Hach the right to copy and maintain such data on Hach's servers (or the servers of its suppliers) during the term of this Agreement. Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to use and transfer such data within and outside of the country in which Customer is located in conjunction with Hach's performance of the services or Customer's use of the software (including providing adequate disclosures and obtaining legally sufficient consent from Customer's employees, agents, and contractors).

**CONFIDENTIALITY:** In connection with this Agreement, each party may have access to or be exposed to information of the other party that is not generally known to the public, such as information pertaining to software, data, reporting, pricing, and marketing, know-how, and trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Confidential Information"). Confidential Information may not be shared with third parties unless such disclosure is to the receiving party's personnel, including employees, affiliates, agents, and subcontractors, on a "need-to-know" basis in connection with this Agreement, so long as such personnel have agreed in writing to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. The foregoing shall not apply to information that the receiving party can show through written records (1) was known by it before its receipt from the disclosing party; (2) is or becomes public knowledge through no fault of the receiving party; or (3) is rightfully received by the receiving party from a third party without a duty of confidentiality. If the receiving party is required by a court or government agency to disclose Confidential Information, the receiving party shall, subject to any applicable lawful restrictions, provide advance notice to the disclosing party before making such a disclosure. The obligations with respect to Confidential Information shall continue for five (5) years from the date of disclosure.

**REPRESENTATIONS, WARRANTIES AND DISCLAIMERS:**

**SERVICES:** Hach warrants that the services will be performed in a professional and workmanlike manner and will be of a quality conforming to general standards of care. If Hach breaches this or any other service warranty provided to the Customer, and if the Customer notifies Hach of such breach within 30 days of performance of Service, customer's exclusive remedy and Hach's entire liability for any breach of service warranty shall be re-performance of the specific non-conforming service.

**SOFTWARE:** Hach warrants that it has the right to grant the licenses to the software licensed under this Agreement, and such software will substantially conform to the functional specifications and current documentation provided by Hach.

**WARRANTY DISCLAIMERS:** EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCES, HACH, (INCLUDING ITS AFFILIATES AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; OR (2) REGARDING THE RESULTS TO BE OBTAINED FROM THE SOFTWARE, SERVICES, OR THE RESULTS OF ANY RECOMMENDATION BY HACH. WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICE NOT PERFORMED OR AUTHORIZED BY HACH (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH PRODUCT OR SOFTWARE INSTRUCTIONS, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS, SOFTWARE, OR SERVICES. WITH RESPECT TO YOUR USE OF THE SOFTWARE (1) NEITHER HACH NOR ANY OF THE HACH PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTY THAT SOFTWARE PROVIDED TO YOU IN CONNECTION WITH THIS AGREEMENT IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS; OR THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED; AND (2) CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF HACH'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**HIGH-RISK DISCLAIMER:** THE SOFTWARE AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, HOSPITALS, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE OR SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "HIGH-RISK ACTIVITIES"). HACH EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH-RISK ACTIVITIES.

**OPEN SOURCE SOFTWARE.** A portion of the software may contain or consist of open source software, which you may use under the terms and conditions of the specific license under which the open source software is distributed. THIS OPEN SOURCE SOFTWARE IS DISTRIBUTED IN THE HOPE THAT IT WILL BE USEFUL, BUT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY REGARDING TITLE OR AGAINST INFRINGEMENT. IN NO EVENT SHALL HACH, THE COPYRIGHT HOLDERS, OR THE CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**LIMITATION ON DAMAGES:** IN NO EVENT SHALL HACH, ITS SUPPLIERS, LICENSORS OR SUBCONTRACTORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, CORRUPT DATA OR USE, LOSS OF CUSTOMER DATA, CORRUPT OR UNAVAILABLE CUSTOMER DATA, LOSS OF USE OF CUSTOMER DATA, LOST OPPORTUNITY, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES OR FOR INTERRUPTED COMMUNICATIONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, OR CUSTOMER'S WEB PAGE AND INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT OR STRICT LIABILITY. THE FOREGOING NOTWITHSTANDING, IN NO EVENT SHALL HACH COMPANY'S LIABILITY FOR DAMAGES HEREUNDER TO CUSTOMER EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER PURSUANT TO THE APPLICABLE AGREEMENT.

**SURVIVAL:** THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

**CUSTOMER REPRESENTATIONS:** Customer for itself and on behalf of its Administrator and each Authorized Customer User represents and warrants to Hach that (a) it owns or has the right to permit Hach to access its Customer's Sites and surrounding areas for service, installation and maintenance; and (b) Customer shall and hereby does defend, indemnify and hold Hach and its affiliates harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges and expenses (including without limitation, reasonable attorneys' and consultants' fees and such fees and penalties as any third party licensors may impose) arising out of or in connection with: (i) any breach of this Agreement by Customer and/or its Authorized Customer Users; (ii) any civil and/or criminal suit alleging that Hach had no right or authority to access the Customer's Sites; (iii) any Customer and/or Authorized User negligence, recklessness or willful misconduct; or (iv) any violation of, or non-compliance with laws. Customer's obligations under this Section do not apply to the extent that claims are directly caused by the gross negligence of Hach.

**PATENTS:** Hach shall defend and indemnify the Customer from and against any legal action, judgment for damages awarded in such action, and/or reasonable attorneys fees and costs incurred on account of the alleged infringement of any United States patent by any services or software supplied by Hach hereunder, unless made in accordance with Customer's specifications or unless the alleged infringement results from Customer's use of the software or services in combination with products, software or services provided by third parties, in which case the Customer shall defend indemnify Hach from and against any legal action, judgment for damages awarded in such action, and/or reasonable attorneys fees and costs incurred on account of the alleged infringement. In order for either party to be entitled to indemnification under this provision, party seeking indemnification must, no later than fifteen (15) business days after its receipt or discovery of a claim, provide written notice to the party from whom indemnity is sought of the bringing of the suit and an opportunity shall be given such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending shall be rendered to the indemnifying party by the party seeking indemnification. Neither Hach nor the Customer shall in any event be liable to the other for special, indirect, incidental or consequential damages arising out of or resulting from infringement of patents.

**LIMITATIONS ON USAGE:** The Customer shall not use any software or services provided hereunder for any purpose other than that identified in Hach's catalogs and literature as the intended use of such goods. Any warranty granted by Hach to the Customer shall be deemed void if any software or services covered by such warranty are used for any purpose not permitted hereunder. In addition, the Customer shall indemnify Hach and hold Hach harmless from and against any and all claims, damages, losses costs, expenses and other liability of whatever nature that Hach suffers or incurs by reason of any such unintended use.

**INDEPENDENT RELATIONSHIP:** As between themselves, the parties are independent contractors with no authority to contract for or in any way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other.

**ASSIGNMENT:** Neither this Agreement nor any license granted hereunder may be assigned by either party without the prior written consent of the other, which may be withheld for any reason or no reasons, and any such assignment is void *ab initio*.

**NOTICE:** Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, facsimile or by United States certified mail, return receipt requested, postage prepaid, to the address appearing in Customer's purchase order in the case of notice to Customer, and to the following address in the case of notice to Hach: Hach Company, c/o IIM BU Director with cc to VP/General Counsel, 5600 Lindberg Drive, Loveland, Colorado 80538. Notice will be deemed effective on the date delivered to the addressee as confirmed by the applicable delivery service. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.

**COMPLIANCE WITH LAWS:** Hach and Customer agree to comply with all laws applicable to the software and services provided hereunder. Software and technical data supplied by Hach are subject to certain export laws and regulations. Customer agrees to obtain at its own expense any import license, foreign exchange permit, or other permit or approval it may need for the performance of its obligations under this Agreement and to comply at its own expense with all applicable laws, regulations and orders of the government(s) to which its activities are subject. Customer agrees that it will, at all times, be in compliance with the United States export laws and will comply with all applicable restrictions regarding exports, re-exports and transfers, including obtaining any required U.S. or other country licenses, authorizations, or approvals. Customer further represents and warrants to Hach that Customer shall comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Customer's business activities in connection with this Agreement, and that Customer will take no action that will cause Customer or Hach to violate any such laws. Customer specifically represents and warrants to Hach that Customer is familiar with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and that Customer shall comply with the FCPA and will take no action that will cause Customer or Hach to violate the FCPA. Hach may terminate said Agreement immediately, if it believes, in good faith, that Customer has breached the foregoing compliance-with-law provisions of the Agreement or caused Hach to violate the FCPA or other applicable laws. Hach shall not be liable to Customer for any claim, losses, or damages related to Hach's decision to exercise its rights under this provision.

**APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to or application of its principles or laws regarding conflicts of laws or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any provision of this Agreement is in violation of any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Customer and Hach, any dispute relating to this Agreement which is not resolved by the parties shall be adjudicated in order of preference (i) by a court of competent jurisdiction in the State of Colorado, U.S.A. if Customer has minimum contacts with Colorado and the United States, (ii) by a court of competent jurisdiction elsewhere in the United States if Customer has minimum contacts with the United States but not Colorado, or (iii) by a court of competent jurisdiction in a neutral location (which may at Hach's discretion exclude Customer's state of residence) if Customer does not have minimum contacts with the United States.

**NOTE 1 =**

Scope of Work to be discussed at project kickoff. After this scope is refined and agreed to by both parties (customer and Hach), document is signed by Hach and Customer at project inception and again after project completion. This Scope of Work is developed by the Project Manager from the NOTES listed below in this quote.

**NOTE 2 =**

Desired Implementation Date = Q1 2021.  
Budget year = October 1 to September 30.

**NOTE 3 =**

City of North Port, Florida

Contact =

Robert Davies

City of North Port

5355 Pan American Blvd

North Port, FL 34287

941-221-2745

[rdavies@cityofnorthport.com](mailto:rdavies@cityofnorthport.com)

Phase 1 = this quote =

- Southwest WRF = 19503 W Villages Parkway, Venice, FL 34293 = rated at 6 MGD, set up right now at 4 MGD, but averages 0.5 MGD = Irrigation, Water Reuse, & Depp Well Injection.
- North Port WRF = 5355 Pan American Blvd, North Port, FL 34287 = 7 MGD max capacity = Irrigation, Water Reuse, & Deep Well Injection.
- North Port Drinking Water Plant = 5655 North Port Blvd, North Port, FL = 4 to 5 MGD = combination of Ground water with RO process and Surface water with conventional treatment = these 2 sources are combined into 1 Finished Water pump station into the water distribution system = Chloraminated system = 15 Total Coliform Bacteria samples required / month and they rotate between 60 sampling sites.

Phase 2 = future quote =

- Future Drinking Water Plant = Ground water source = RO treatment process.
- Add more reports, forms, etc to Phase 1 plants if needed.

Reference files located at Hach Share Drive for Hach Project Manager =

R:\SALES\PRESALES\_PROJECTS\2020\FL\_NorthPort\_WIMS\_Collect

**NOTE 4 = WIMS SOFTWARE =**

Hach WIMS with =

- 4 concurrent users
- 2 facility databases = 1 for wastewater and 1 for drinking water.

- 3 standard SCADA interfaces
- SQL Express 10 GB Database size
- 1 year of support (starts on ship date).

Software ships and you will be contacted to initiate services (if applicable) within 20-30 working days of receipt of order.

Then Annual Support Renewal starts in Year 2 on your anniversary date. It is estimated that the cost is 18% of the value of the software at time of renewal.

SCADA = Wonderware =

We have quoted 3 standard SCADA interface for the 3 sources of SCADA data at the 2 WRFs and the 1 WTP.

For more information on these interfaces, please go to [www.hach.com/im](http://www.hach.com/im) , under ""Helpful Links"" click on Standard SCADA and LIMS Interfaces to review the list of interfaces currently available. Please verify your system is listed and click on the Documentation link to review the technical details of the interface. Contact IIM Support at 800-667-0067 if you need assistance. Please note that if your SCADA or LIMS systems is not on the Hach list of standard interfaces, a custom interface will be required, and additional costs will be incurred. Completion of custom interfaces may extend beyond the completion of other aspects of the project but should not delay the use of most WIMS functionality. You should discuss impact to the project schedule with your HACH RSM and Project Manager.

**NOTE 5 = SERVICES = REMOTE = Implementation Services = Wastewater = 2 WRFs=**

Implementation Services = Database Configuration, Report, and Data Entry Form development = Projects typically include the following items. Your Hach Project Manager will finalize the scope of work based on the scope items listed below and your specifics needs.

- Project Administration.
- Consultation to gather information and determine specific needs to create a project plan.
- Remote Basic Install Assistance.
- Basic Variable setup - Adapting an industry standard list of parameters and calculations for the North Port WRF and the Southwest WRF. Databases will be built for both North Port WRF and for South Port WRF. Hach Project Manager will provide North Port with the Variable Questionnaire for North Port to complete for Hach to use for the build of the database for these two wastewater facilities.
- Site specific calculation setup.
- Additional scope/work, billed at our standard labor rate, can be requested and will require a change order.
- Implementation assumes internet access is available at installation site.

Hach Project Manager will work remotely to begin the installation of the SCADA interfaces while working with the North Port staff who are on site. Final completion will be done during the Project Manager's onsite services time.

#### **NORTH PORT WRF =**

Hach PM will complete initial set up of the following regulatory reports & forms listed below. Hach will do either an electronic copy or a hard copy of each of the reports. If both are needed, then scope change will be requested =

- DMR = Florida electronic DMR – Part A = R-001 = 16 parameters
- DMR = Florida electronic DMR – Part A = RMP-Q = 2 parameters.
- DMR = Florida electronic DMR – Part A = U-001 = 6 parameters.
- DMR = Florida electronic DMR – Part B = Daily Sample Results = 12 parameters.
- DMR = Florida electronic DMR – Part D = Monitoring Wells = MWB-1, MWC-3, MWI-02, and MWI-04 = 4 wells x 16 parameters in 1 page (10 columns per parameter) / well = 64 variables.
- Report – Monthly = Inf & Eff Disposal Meter Readings = Monthly data entry form = 11 variables in 1 page.
- Report = Underground Injection Control Program monthly report = 2 wells labeled as IW-1 and IW-2 = 16 pages.
- Data Entry Form = For DMR parameters for Part A = 24 parameters.
- Data Entry Form = For DMR parameters for Part B = 12 parameters.
- Data Entry Forms = For DMR parameters for Part D = 64 variables.
- Data Entry Form = DEP Form FD-9000-24 – Groundwater Sampling Log = 1 page / site for 4 sites.
- One standard Dashboard with up to 10 user defined KPIs.

The balance of the reports, data entry forms, dashboards, graphs, etc will be created by North Port after training. Examples of some of the items are =

- Data Entry Form = Inf & Eff Disposal Meter Readings = Monthly data entry form = 11 variables in 1 page.
- Data Entry Form = Underground Injection Control Program = estimate 34 variables for each of the 2 well.

#### **SOUTHWEST WRF =**

Hach will only build the database for the Southwest WRF. North Port will be responsible for building all of the reports, data entry forms, dashboards, graphs, etc needed after training. Examples of these items that North Port will build =

- DMR = Florida electronic DMR – Part A = RMP-Q = 2 parameters.
- DMR = Florida electronic DMR – Part A = U-001 = 20 parameters.
- DMR = Florida electronic DMR – Part B = Daily Sample Results = 14 parameters.
- DMR = Florida electronic DMR – Part D = Monitoring Wells = Part D was not provided to Hach for to review so we are estimating 4 wells x 16 parameters in 1 page (10 columns per parameter) / well = 64 variables.
- Report – DMR Results Average Sheet – Annual Report by month = 16 parameters.
- Report – Monthly = Inf & Eff Disposal Meter Readings = Monthly data entry form = 11 variables in 1 page.

- Report = Underground Injection Control Program monthly report = 6 pages.
- Data Entry Form = For DMR parameters for Part A = estimate 22 parameters.
- Data Entry Form = For DMR parameters for Part B =14 parameters.
- Data Entry Forms = For DMR parameters for Part D = estimate 64 variables.
- Data Entry Form = DEP Form FD-9000-24 – Groundwater Sampling Log = 1 page / site for 3 sites.
- Data Entry Form = Inf & Eff Disposal Meter Readings = Monthly data entry form = 11 variables in 1 page.
- Data Entry Forms = Underground Injection Control Program = 6 pages.
- One standard Dashboard with up to 10 user defined KPIs.

**NOTE 6 = SERVICES = REMOTE = Implementation Services = Drinking Water = 1 WTP =**

Implementation Services = Database Configuration, Report, and Data Entry Form development = Projects typically include the following items. Your Hach Project Manager will finalize the scope of work based on the scope items listed below and your specific needs.

- Project Administration.
- Consultation to gather information and determine specific needs to create a project plan.
- Remote Basic Install Assistance.
- Basic Variable setup - Adapting an industry standard list of parameters and calculations for the North Port WTP. Hach Project Manager will provide North Port with the Variable Questionnaire for North Port to complete for Hach to use for the build of the WTP database.
- Site specific calculation setup.
- Additional scope/work, billed at our standard labor rate, can be requested and will require a change order.
- Implementation assumes internet access is available at installation site.

Hach Project Manager will work remotely to begin the installation of the SCADA interface while working with the North Port staff who are on site. Final completion will be done during the Project Manager's onsite services time.

Hach PM will complete initial set up of the following regulatory reports & forms listed below. Hach will do hard copy of each of the reports to be emailed to FL DEP =

- Report = FL MOR = MONTHLY OPERATION REPORT FOR SUMMATION OF FINISHED-WATER PRODUCTION BY CWSs THAT HAVE MULTIPLE TREATMENT PLANTS = 2 pages.
- Report = FL MOR = MONTHLY OPERATION REPORT FOR PWSs TREATING RAW GROUNDWATER OR PURCHASED FINISHED WATER = 3 pages.
- Report = FL MOR = Subpart H = 16 pages.
- Report = FL = Flow Data = Flow Data Tab is monthly report with 8 columns = USGS tab appears to be the USGS data download.
- Report = FL = Monthly Chemical Dosage = 27 columns.
- Data Entry Form = for parameters for the MOR for summation of finished water production = 1 page.
- Data Entry Form = for parameters for the MOR for PWSs treating GW or purchased water = up to 16 variables.
- Data Entry Form = for parameters for the MOR for Subpart H = up to 40 variables.
- One standard Dashboard with up to 10 user defined KPIs.

The balance of the reports, data entry forms, dashboards, graphs, etc will be created by North Port after training. Some examples of these items are =

- Report = Rainfall Monthly Report = 1 parameter.
- Report = Turbidity / TDS Report = 8 columns.
- Data Entry Form = Flow Data.
- Data Entry Form = Chemical Dosage.

**NOTE 7 = SERVICES = ONSITE =**

Onsite Training and Services – 4 days =

- Day 1 = 8 hours = Installation Review. SCADA Interfaces installation & configuration of 3 SCADA interfaces. Up to 30 variables (10 per interface) will be cross referenced during this week for the SCADA interface. North Port will cross reference the balance of the variables after training.
- Day 2 = 8 hours = SCADA Interface Training & Services - continued from Day 1.
- Day 3 in AM = 4 hours = Group 1 for Wastewater = Training – Basic.
- Day 3 in PM = 4 hours = Group 2 for Drinking Water = Training – Basic.
- Day 4 = 8 hours = Training for Admin & Advanced = will continue to the remote training services noted in NOTE 8 below.

**NOTE 8 = SERVICES = REMOTE =**

Remote Training and Services =

- Session 1 = 4 hours = Review and Training for the SCADA interfaces.
- Session 2 = 4 hours = Continue Review and Training for the SCADA interfaces.
- Session 3 = 4 hours = Continue Training for Admin & Advanced.
- Session 4 = 4 hours = Continue Training for Admin & Advanced.
- Session 5 = 4 hours = Continue Training for Admin & Advanced.

**NOTE 9 = CLAROS COLLECT for Field Data Collection = Subscription Service =**

Claros Collect Annual Subscription =

CLAROS-YRLY = Claros base package, annual subscription = quantity of 1.

COLLECT-LP-YRLY = Claros Collect 100 Location Parameters = We have estimated 300 location parameters in total for now = quantity of 3 x 100 = 300 location parameters.

Annual Subscription includes Support for Collect, unlimited users in Collect, the interface from Collect to WIMS, and data storage.

Example of a “Parameter Location” = One Parameter Location is one parameter, like Free Chlorine, at a specific location, like 123 Maple Street. A second Parameter Location is one parameter, like Free Chlorine, at another location, like 43 Oak Street. You can add more Parameter Locations in the future if you have a need.

**NOTE 10 = SERVICES = REMOTE = FOR CLAROS COLLECT = DELIVERABLES =**

Mobile Interface – Installation, configuration, and training =

Services =

- Remote installation of the interface.
- Configuration of the interface.
- Enable the web services for your account.

Training =

- Training topics to include = How to enter data, review data, export data, set-up spreadsheets, set-up graphs, and set-up users.
- Form Setup Training = Hach will set up 1 form of up to 10 variables per form. Customer will set up the balance of the forms after training.
- Hach will cross reference up to 10 variables to Hach WIMS. Customer will cross reference the balance.
- Training on how to send the data to your Hach WIMS.
- Training on how to use the Claros Collect Set-up Tool in WIMS.
- Note that North Port will use Windows based Surface Tablets with web access to enter Collect data thru the web browser instead of thru the Collect app.

Notes =

- WIMS – most current version is required.
- Additional form setup/scope/work is billed at our standard labor rate, can be requested and will require a change order.

**NOTE 11 =**

Shipping charges apply for the software. The cost estimate for S/H for the disc is \$20.