


ITEM # 18-0647

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	1 of 6 HACH580389
	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 : HACH580389

Version : 0.51

Quotation Date : 15-MAR-18

Hach Company Contact : Ballard, Brent Allen

Service Partnership Phone :

Expiration Date : 13-JUN-18

Service Partnership Email : bballard@hach.com

Customer Ref : RENEWAL QUOTE
Customer Phone : (505) 955-4371

Customer Fax :

Customer Contact : MASCARENAS, BRAIN
Customer Email : bemascarenas@ci.santa-fe.nm.us

Bill-To Account # 101016**Ship-To Account # 101016**


Customer Name SANGRE DE CRISTO WATER
Address4 CITY OF SANTA FE
Address1 1780 CANYON RD
Address2
Address3
City,State, PostalCode SANTA FE-NM-87501
Province/ Country US

Customer Name SANGRE DE CRISTO WATER
Address4
Address1 1780 CANYON RD
Address2
Address3
City,State, Postalcode SANTA FE-NM-87501-6140
Province/ Country US


Payment Terms: Net 30

Billing Method: Annual-Invoices on START Date
Currency: USD


Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSP1720E	19-FEB-18	18-FEB-19	Fld Svc-4V 1720E Turb Sensor:19-FEB-2018:18-FEB-2019 Field Service includes: All parts, labor, and travel for on-site repairs, 4 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. 1720E LR TURBIDITY SENSOR, HACH ; 160100054440 1720E LR TURBIDITY SENSOR, HACH ; 160200054718	2,916.00
1.1	LPV417.99.00002				
1.2	LPV417.99.00002				

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1.3	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 131108221965	
1.4	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 131108221963	
2	FSPULTRATURB	19-FEB-18	18-FEB-19	Fld Svc-2V UltraTurb:19-FEB-2018:18-FEB-2019	2,235.00
2.1	LPV415.52.20002			db ULTRATURB SC, 5M CABLE & AUTOCLEAN ; 1663072	
2.2	LPV415.52.20002			db ULTRATURB SC, 5M CABLE & AUTOCLEAN ; 1663094	
2.3	LPV415.52.20002			db ULTRATURB SC, 5M CABLE & AUTOCLEAN ; 1663095	
3	PMP-GLPHORP-1V	19-FEB-18	18-FEB-19	PMP-GLI pH ORP PROBE-1V (FRV 1):19-FEB-2018:18-FEB-2019	1,656.00
3.1	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1602440143	
3.2	DPD2P1			Digital pH Sensor, PEEK, Insertion ; 1311443815DUP0	
3.3	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1603441853	
3.4	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1602440141	
3.5	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1602440167	
3.6	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1603441850	
4	FSPFT660SC	19-FEB-18	18-FEB-19	Fld Svc-4V FT660sc Turb Sensor:19-FEB-2018:18-FEB-2019	2,536.00
4.1	LPV421.99.00012			FT660sc Sensor Only, HACH ; 131200483455	
4.2	LPV421.99.00012			FT660sc Sensor Only, HACH ; 131100483432	
5	HACH PM 4 VISIT	19-FEB-18	18-FEB-19	4 ON SITE VISITS:19-FEB-2018:18-FEB-2019	0.00
5.1	FIELD CONTRACT SITE			Field Service Contract site visit ; HACH580389	
6	HACH PM EVAL 1VISIT	19-FEB-18	18-FEB-19	Field Instrument Evaluation Visit (2) 1720E (6) pH Probes (2) FT660sc (1) HQ411D (1) DR3900 (1) 2100N Instruments added to a Service Agreement must be evaluated to ensure they are within factory specifications. Any repairs required found on the initial evaluation over and above preventative maintenance, will be subject to billable charges.	0.00
6.1	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 131108221965	

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6.2	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 131108221963	
6.3	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1602440143	
6.4	DPD2P1			Digital pH Sensor, PEEK, Insertion ; 1311443815DUP0	
6.5	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1603441853	
6.6	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1602440141	
6.7	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1602440167	
6.8	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1603441850	
6.9	LPV421.99.00012			FT660sc Sensor Only, HACH ; 131200483455	
6.10	LPV421.99.00012			FT660sc Sensor Only, HACH ; 131100483432	
6.11	FIELD EVAL CONTRACT			Field Service Contract Instrument EVAL ; HACH580389	
6.12	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1686099	
6.13	4700000			oo 2100N LAB TURB, EPA 1821 ; 14090C031962	
6.14	HQ411D			HQ411d BENCHTOP METER, pH/mV ; 140500103443	
7	BSPPLUSHQD411	19-FEB-18	18-FEB-19	BenchPlus-HQD411:19-FEB-2018: 18-FEB-2019 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. HQ411d BENCHTOP METER, pH/mV ; 140500103443	326.00
7.1	HQ411D				
8	BSPPLUSDR3900	19-FEB-18	18-FEB-19	BenchPlus-DR3900:19-FEB-2018: 18-FEB-2019 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.	867.00

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8.1 LPV440.99.00012

db aa DR3900
SPECTROPHOTOMETER WITH
RFID : 1686099

9	FSP2100N	19-FEB-18	18-FEB-19	Fld Svc-1V 2100N	931.00
	9.1	4700000		Turb:19-FEB-18:18-FEB-19 oo 2100N LAB TURB, EPA 1821 ; 14090C031962	

Sub Total : 11,467.00
Tax: 0.00
Total : 11,467.00

Partnership Notes :

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 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 counteroffer 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

Customer Name : SANGRE DE CRISTO WATER

Customer P.O. Number : _____

Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products")

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale 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 these Terms & Conditions: (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 these Terms & Conditions of Sale are not a part of the Contract

2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) days prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements

3. DELIVERY:


Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am - 5 pm Monday through Friday, excluding holidays

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance, brokerage fees, sales, use, inventory or excise taxes, import or export duties, special financing fees, VAT

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income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower; for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from selling off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due. Hach grants Buyer a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:

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 twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (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.

8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U. that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured in the Buyer's design; (y) services provided in accordance with the Buyer's instructions; or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacy-policy>.

13. CHANGES AND ADDITIONAL CHARGES:


Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of the working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended use. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

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16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will 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 Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government, fires, floods, severe weather conditions, or any other acts of God, quarantines, labor strikes or lockouts, riots, strife, insurrections, civil disobedience or acts of criminals or terrorists, war, material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder, damages incurred in installation, repair or replacement, lost profits, revenue or opportunity, loss of use, losses resulting from or related to downtime of the products or inaccurate measurements or reporting, the cost of substitute products, or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. 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 its principles or laws regarding conflicts of laws. If any provision of this Contract violates 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 Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

City of Santa Fe (City) and HACH Company (HACH)

ADDENDUM

TERMINATION

This Agreement may be terminated by the City upon 30 days written notice to HACH.

INDEMNIFICATION

HACH shall indemnify, hold harmless and defend the CITY from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from HACH's performance under this Agreement as well as the performance of HACH's employees, agents, representatives and subcontractor. The parties agree that the last sentence of Section 8 of the service agreement shall be replaced by the preceding indemnification provision. Similarly, the parties agree that last sentence of Section 9 of the service agreement shall not apply.

APPLICABLE LAW AND DISPUTE RESOLUTION:

a. Section 20 of the Service Agreement should read as follows:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of New Mexico, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates 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 HACH and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated by a court of competent jurisdiction (i) in the State of New Mexico USA.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the CITY in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The CITY and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPLICABLE LAW; CHOICE OF LAW; VENUE

HACH shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the CITY of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the HACH agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CITY for the performance of this Agreement. If sufficient appropriations and authorization are not made by the CITY, this Agreement shall terminate upon written notice being given by the CITY to HACH. The CITY's decision as to whether sufficient appropriations are available shall be accepted by HACH and shall be final.

RELEASE

HACH, upon acceptance of final payment of the amount due under this Agreement, releases the CITY, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. HACH agrees not to purport to bind the CITY to any obligation not assumed herein by the CITY unless HACH has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

HACH shall maintain insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. HACH shall furnish the CITY with proof of insurance of HACH's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

THIRD PARTY BENEFICIARIES


By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the CITY and the HACH. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Signature Lines required:

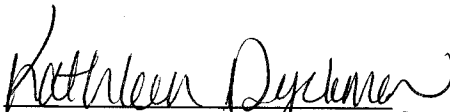
City of Santa Fe:



City Manager

Date: 6/14/18

HACH:



Name & Title Service Contract Mgr.

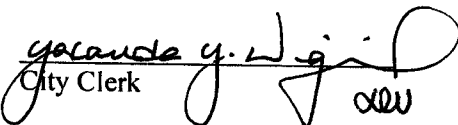
Date: 5/30/18

CRS# 02157434000

City of Santa Fe Business


Registration# 18-0044415

Attest:



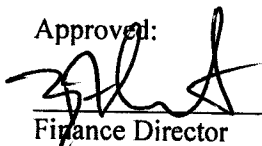
City Clerk

Approved as to form:



City Attorney 6/5

Approved:



Finance Director 6/12/18



1720E Field Service Partnership

Your Hach 1720E Field Service Partnership (FSP) provides: all inclusive parts and four scheduled preventative maintenance visits performed by a Hach Field Service Technician. The FSP Partnership also includes all visits authorized by the Hach Technical Support Team and a special priority toll free number that will be included with your Partnership documentation.

During the pre-scheduled site visits, your Hach Field Service Technician will complete:

Verification of Instrument performance/Maintenance

- Perform limited instrument cleaning
- Review and evaluate user programmed parameters
- Evaluate all instrument alarm and warning conditions (internal to your Hach instrument)
- Verify instrument operating voltages
- Replace lamp assembly yearly
- Calibrate via StablCal/Formazin standards and/or verification with ICE PIC™.
- Verify software version and update as necessary

Repairs

- Perform required repair service including parts and labor as necessary
- Includes sending unit to the factory if unable to repair controller in the field at no additional charge. This instrument will go to the head of the bench repair queue.
- Abuse or Acts of God not covered.

Reporting/Certificate of Performance

- Provide Hach Field Service Report with complete documentation of service performed and measurements/readings.
- Issue Certificate of Instrument Performance for each instrument that successfully passes final testing.

Training

- Provide basic end user training on general instrument operation and maintenance (Advance notice required by the customer).



UltraTurb^{sc} Field Service Partnership

Your Hach UltraTurb^{sc} Field Service Partnership (FSP) provides: all inclusive parts and two scheduled preventative maintenance visits performed by a Hach Field Service Technician. The FSP Partnership also includes all visits authorized by the Hach Technical Support Team and a special priority toll free number that will be included with your Partnership documentation.

During the pre-scheduled site visits, your Hach Field Service Technician will complete:

Verification of Instrument performance/Maintenance

- Perform limited instrument cleaning.
- Review and evaluate user programmed parameters.
- Verify all instrument connections
- Verify instrument operating voltages
- Replace seals and desiccant bags yearly
- Verify sample flow and adjust as required
- Replace wiper profile yearly
- Calibrate using 20 NTU StablCal
- Verify software version and update as necessary

Repairs

- Perform required repair service including parts and labor as necessary
- Includes sending unit to the factory if unable to repair controller in the field at no additional charge. This instrument will go to the head of the bench repair queue.
- Abuse or Acts of God not covered.

Reporting/Certificate of Performance

- Provide Hach Field Service Report with complete documentation of service performed and measurements/readings.
- Issue Certificate of Instrument Performance for each instrument that successfully passes final testing.

Training

- Provide basic end user training on general instrument operation and maintenance (Advance notice required by the customer).

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**pH, ORP and Conductivity Sensors
PD & RD (analog pH and ORP)
DPD & DRD (Digital pH and ORP)
6XXXPX Series Differential pH Sensors
Conductivity Sensor
Preventative Maintenance Agreement**

Your Hach **pH, ORP and Conductivity sensor** Preventative Maintenance Partnership (PMP) provides preventative maintenance performed by a Hach Field Service Technician. In addition, the Hach Technical Support Team is available to assist in troubleshooting your specific instrument. Please have your contract#, Model# & Serial# available when you call.

During the pre-scheduled site visit, your Hach Field Service Technician will complete:

Verification of Instrument performance/Maintenance

- Perform limited instrument cleaning
- Review and evaluate user programmed parameters
- Performance testing of pH sensor with pH buffers (as applicable)
- Performance testing of ORP sensor with ORP Test Solution (as applicable)
- Performance testing of conductivity sensor with conductivity standard (as applicable)
- Calibration of meter/sensor combination.
- Replace Salt Bridge and filling solution once per year (as applicable)

Reporting/Certificate of Performance

- Provide Hach Field Service Report with complete documentation of service performed and measurements/readings.
- Issue Certificate of Instrument Performance for each instrument that successfully passes final testing.

Training

- Provide basic end user training on general instrument operation and maintenance (Advance notice required from the customer.)

*Please see standard terms and conditions for limitations.



HQd Digital Meters BenchPlus Service Plan

Your Hach HQd Digital Meters BenchPlus Service Plan provides the following at no additional charge:

- One (1) on-site visit per year for certification and preventative maintenance or one (1) basic Start-Up. (Advance notice required from the customer if Start-Up is required)
- Factory repair
- Five day turn around for repairs, preventative maintenance, and calibrations
- Toll-free Hach technical support available

Once instruments are on a Service Plan, there is no need for additional PO's throughout the year; all instrument repairs, calibration, and preventive maintenance goes through Hach's convenient return process.

During the one (1) pre-scheduled site visit, your Hach Field Service Technician will complete:

Verification of Instrument performance/Maintenance

- Perform limited instrument cleaning
- Review and evaluate user programmed parameters
- Evaluate all instrument alarm and warning conditions (internal to your Hach instrument)
- Verify instrument operating voltages
- Calibration via NIST traceable Standards
- Verify software version and update as necessary

Factory Repairs

- Perform required repair service including parts and labor as necessary
- Abuse or Acts of God are not covered.

Reporting/Certificate of Performance

- Provide Hach Field Service Report with complete documentation of service performed and measurements/readings.
- Issue Certificate of Instrument Performance for each instrument that successfully passes final testing.

Training

- Provide basic end user training on general instrument operation and maintenance (Advance notice required from the customer.)

*Please see standard terms and conditions for limitations.

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DR3900 BenchPlus Service Plan

Your Hach DR3900 BenchPlus Service Plan provides the following at no additional charge:

- One (1) on-site visit per year for certification and preventative maintenance or one (1) basic Start-Up. (Advance notice required from the customer if Start-Up is required)
- Factory repair
- Five day turn around for repairs, preventative maintenance, and calibrations
- Toll-free Hach technical support available

Once instruments are on a Service Plan, there is no need for additional PO's throughout the year; all instrument repairs, calibration, and preventive maintenance goes through Hach's convenient return process.

During the one (1) pre-scheduled site visit, your Hach Field Service Technician will complete:

Verification of Instrument performance/Maintenance

- Perform limited instrument cleaning
- Review and evaluate user programmed parameters
- Evaluate all instrument alarm and warning conditions (internal to your Hach instrument)
- Verify instrument operating voltages
- Replace Halogen lamp assembly if necessary
- Verify software version and update as necessary

Factory Repairs

- Perform required repair service including parts and labor as necessary
- Loaners of similar functionality will be provided upon request, subject to availability
- Abuse or Acts of God are not covered.

Reporting/Certificate of Performance

- Provide Hach Field Service Report with complete documentation of service performed and measurements/readings.
- Issue Certificate of Instrument Performance for each instrument that successfully passes final testing.

Training

- Provide basic end user training on general instrument operation and maintenance (Advance notice required from the customer.)

*Please see standard terms and conditions for limitations.

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2100N Field Service Partnership

Your Hach 2100N Field Service Partnership (FSP) provides: all inclusive parts and one scheduled preventative maintenance visit performed by a Hach Field Service Technician. The FSP Partnership also includes all visits authorized by the Hach Technical Support Team and a special priority toll free number that will be included with your Partnership documentation.

During the pre-scheduled site visit, your Hach Field Service Technician will complete:

Verification of Instrument performance/Maintenance

- Perform limited instrument cleaning.
- Review and evaluate user programmed parameters.
- Verify all instrument connections (including initial evaluation of the network topography).
- Evaluate all instrument alarm and warning conditions (internal to your Hach instrument)
- Verify instrument operating voltages.
- Calibration via StablCal/Formazin standards and calibration verification with Gelex standards upon request
- Replace lamp assembly, as necessary
- Verify software and update as necessary

Repairs

- Perform required repair service including parts and labor as necessary
- Includes sending unit to the factory if unable to repair in the field at no additional charge. This instrument will go to the head of the bench repair queue.
- Abuse or Acts of God not covered.

Reporting/Certificate of Performance

- Provide Hach Field Service Report with complete documentation of service performed and measurements/readings.
- Issue Certificate of Instrument Performance for each instrument that successfully passes final testing.

Training

- Provide basic end user training on general instrument operation and maintenance (Advance notice required by the customer).