

PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and Hach Company, a Delaware corporation (“Provider”).

RECITALS

A. The City desires to purchase laboratory supplies and certain electronic equipment (“Products”) for the Water Reclamation Facility and Water Operations Department, as more particularly described in the Provider’s quote numbered 100584827v3, dated August 19, 2020; attached hereto as Exhibit A; and Provider’s quote numbered 100586104v4, dated August 19, 2020; attached hereto as Exhibit B (collectively “Quotes”).

B. The City desires to purchase the Products from Provider as outlined in this Agreement, and Provider agrees to sell and deliver the Products upon the terms and conditions described in this Agreement.

C. This Agreement is exempt from all applicable competitive bidding requirements pursuant to NRS 332.115(1)(a).

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Quotes, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Quote or as otherwise specified by the City.

1.3. The Provider shall ship the Products to a shipping address specified by the City (“Delivery Location”) F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.5. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City. Provider warrants to City that each of the Products conforms to Provider's written warranty set forth in Provider's user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the Products will be free from defects in material and workmanship and will conform to the Provider's quoted specifications for twelve (12) months from delivery. Warranties do not extend to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. If Provider breaches this warranty and the City notifies Provider of such breach within 30 days of the end of the applicable warranty period, Provider will, at its option, either replace or repair the nonconforming Products or refund the amounts paid by City to Provider for the nonconforming Products. All product warranties shall only be enforceable if: (a) all equipment is properly installed, inspected regularly, and is in good working order; (b) all operations are consistent with Provider recommendations; and (c) no reasonably unforeseeable circumstances exist or arise.

1.6. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.7. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue for a one (1) year period ("Term"). If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider. The City will purchase the Products on an as-needed basis in an amount not to exceed One Hundred, Twenty Thousand Dollars and 00/100 per year (\$120,000.00). The total not-to-exceed amount of this Agreement is One Hundred, Twenty Thousand Dollars and 00/100 (\$120,000.00).

2.2. The prices in the Quotes will remain in effect for the Term. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas Finance Department
Attention: Accounts Payable
2250 Las Vegas Blvd., North, Suite 700
North Las Vegas, NV 89030

**SECTION THREE
REPRESENTATIONS AND WARRANTIES**

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

3.1.1. Provider is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

3.1.2. The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

3.1.3. Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

**SECTION FOUR
INSURANCE**

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

4.1.1. Workers' Compensation Insurance as required by applicable law, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City, Provider or Provider's subcontractors, principals or agents.

4.1.2. Commercial General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000.00 per occurrence and in the aggregate. Such General Liability insurance policy shall include the City as an additional insured under a blanket Additional Insured endorsement.

**SECTION FIVE
TERMINATION**

The City may terminate this Agreement at any time with or without cause upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

**SECTION SIX
INDEMNIFICATION**

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions, or covenants of this Agreement including, without limitation, compliance with the terms of the Quotes. Provider's indemnification obligations under this Section 6 do not extend to any damages caused by the negligence, misuse, or misapplication of the Products by others. This Section 6 shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

**SECTION SEVEN
NOTICES**

7.1. All notices, demands and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of North Las Vegas Attention: Brittany Contardi 2250 Las Vegas Blvd., North, Suite 710 North Las Vegas, NV 89030 Phone: 702-633-1463
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To Provider: Hach Company
Attention: Devin Locke
PO Box 608
Loveland, CO 80539-0608
Phone: 909-264-0560

7.2. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

SECTION EIGHT MISCELLANEOUS

8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

8.2. Assignment. Any attempt to assign this Agreement by the Provider without the prior written consent of the City shall be void.

8.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

8.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

8.5. Controlling Agreement. To the extent any of the terms or provisions in the Quote conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Quote or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

8.6. Limitation of Liability. The total liability of Provider and its subsidiaries, affiliates, employees, directors, officers, or agents arising out of its performance, nonperformance, or obligations in connection with the design, manufacture, sale, delivery, and/or use of goods and/or services in no circumstance includes any liquidated, penalty, incidental, or consequential damages of any kind, nor exceed an amount that is equal to three times the total amount of compensation actually paid to Provider under this Agreement, except only in the case of damages arising due to Provider's willful misconduct.

8.7. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 8.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

8.8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

8.9. Time of Essence. Time is of the essence in the performance of this Agreement.

8.10. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

8.11. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected and accepted.

8.12. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

8.13. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

8.14. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

8.15. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a “Public Record” open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney’s fees related to such public records request. This section 8.14 shall survive the expiration or early termination of the Agreement.

8.16. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

8.17 Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

8.18. Affiliates. Except to the extent signed by a duly authorized representative of an affiliate of Provider, this Agreement does not bind any affiliates of Provider.

8.19. Audit Rights. Provider is not subject to any audit rights in favor of the City, except for audit rights (under reasonable conditions) directly related to Provider’s compliance with laws and regulations which are directly applicable to Provider’s Products purchased under this Agreement.

[The remainder of page is left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

Hach Company,
a Delaware corporation

By: _____
John J. Lee, Mayor

By: Mary Baird
Name: Mary Baird
Title: Sr. Manager NA Sales Enablement

Attest:

By: _____
Catherine A. Raynor, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

Exhibit A

Quote Number 100584827v3

Please see attached page(s)



Be Right™

Quotation

Quote Number: 100584827v3

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: 19-Aug-2020

Quote Expiration: 11-Oct-2020

CITY OF NORTH LAS VEGAS
ACCOUNTS PAYABLE
2250 LAS VEGAS BLVD N STE 710
NORTH LAS VEGAS, NV 89030-5875

Name: Sade Tanguma
Phone: 702-633-1952
Email: tangumas@cityofnorthlasvegas.com

Customer Account Number : 101471
Customer Quote Reference: 2580 BETTY LN

Sales Contact: Devin Locke Email: devin.locke@hach.com Phone: 909-264-0560

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
Parts					
1	1406428	DPD Total Chlorine Reagent Powder Pillows, 25 mL, pk/1000. Standard lead time 15 days.	1	235.00	235.00
2	2106069	PhosVer® 3 Phosphate Reagent Powder Pillows, 10 mL, pk/100. Standard lead time 3 days.	1	39.89	39.89
3	2185628	Pipet Tips, for TenSette Pipet 1970001, 0.1-1.0 mL, pack of 1000. Standard lead time 3 days.	1	187.00	187.00
4	2199725	Pipet Tips, for TenSette Pipet 1970010, 1.0-10.0 mL, Non-Sterile, pk/250. Standard lead time 3 days.	1	57.19	57.19
5	244932	Sulfuric Acid Standard Solution, 5.25 N, 100 mL MDB. Standard lead time 3 days.	1	15.40	15.40
6	245032	Sodium Hydroxide Standard Solution, 5.0 N, 100 mL MDB. Standard lead time 3 days.	1	17.95	17.95
7	245199	Potassium Persulfate Powder Pillows, pk/100. Standard lead time 3 days.	1	37.65	37.65
8	2507200	Buffer Solution Kit, Color-coded, pH 4.01, pH 7.00 and pH 10.01, 4L	1	123.00	123.00

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
9	2513603	Non-Sterile PDVF Syringe Filter, 33mm, 0.45um, 50/PK. Standard lead time 3 days.	1	238.00	238.00
10	2557000	aa Total Chlorine Reagent Set for chlorine analyzer CL17/CL17sc	1	64.69	64.69
11	25M1A1025-115	Standard Cell Solution, Concentrated pH 7.0 Buffer (Equi-Transferrant), 500 mL. Standard lead time 3 days.	1	81.49	81.49
12	2745050	Free & Total Chlorine Test Strips, 0-10 mg/L. Standard lead time 3 days.	1	20.45	20.45
13	2825254	Reagent for PHOSPHAX sc Analyzer, High Range and Low Range, 2000 mL. Standard lead time 3 days.	1	123.00	123.00
14	2825352	Cleaning solution for PHOSPHAX sc analyzer (high range and low range) 1000mL. Standard lead time 3 days.	1	63.45	63.45
15	2895405P	ez COD Recycling Service (5-gallon pick-up). Standard lead time 3 days.	1	441.00	441.00
16	2938200	Alcohol Prep Pads, 200/pk. Standard lead time 180 days.	1	14.49	14.49
17	5440400	si CKT BD ASSY, MAIN BD, CL17. Standard lead time 5 days.	1	794.00	794.00
18	5448000	CL17 Non-assembled Tubing Kit. Standard lead time 5 days.	1	88.95	88.95
19	5838000	IntelliCAL™ LBOD101 Sensor Cap Replacement Kit. Standard lead time 5 days.	1	143.00	143.00
20	6867000	Colorimeter assembly for CL17. 510nm.. Standard lead time 5 days.	1	503.00	503.00
21	9020000	Hach LDO sc Model 2 , DO Probe with Luminescent Dissolved Oxygen Technology. Standard lead time 5 days.	1	2,153.00	2,153.00
22	9021100	Replacement Sensor Cap Kit for LDO 2 sc Dissolved Oxygen Sensor. Standard lead time 3 days.	1	252.00	252.00
23	9385100	DR900 Multiparameter Portable Colorimeter. Standard lead time 3 days.	1	1,527.00	1,527.00
24	DRB200-02	DRB200 Digital Reactor Block for TNTplus: 21x13mm vial wells, 4x20mm vial wells, 115 Vac. Standard lead time 30 days.	1	1,522.00	1,522.00
25	DRD1P5	Hach Online Process ORP Sensor - General Purpose Digital ORP Sensor. Standard lead time 3 days.	1	1,237.00	1,237.00
26	HQ440D	HQ440D Laboratory Dual Input, Multi-Parameter Meter - pH, Conductivity, Optical Dissolved Oxygen, ORP, and ISE. Standard lead time 10 days.	1	1,762.00	1,762.00
27	LPV440.99.00012	DR3900 Laboratory VIS Spectrophotometer with RFID* Technology. Standard lead time 10 days.	1	4,892.00	4,892.00
28	LZV205	Air valve 2/2-way for FILTRAX. Standard lead time 10 days.	1	268.00	268.00
29	LZV844	Replacement Power Supply for DR 3900 Spectrophotometer. Standard lead time 10 days.	1	213.00	213.00
30	LZX018	Annual Maintenance Kit, Filtrax Sample Filtration System. Standard lead time 10 days.	1	1,429.00	1,429.00
31	LZX019	Pump rollers for Filtrax (annual consumable), set of 5. Standard lead time 10 days.	1	73.65	73.65
32	LZX667	Filtrax maintenance kit. Standard lead time 10 days.	1	494.00	494.00
33	LZY111	Fitting Set, 3.2 mm, Amtax sc. Standard lead time 10 days.	1	50.20	50.20
34	LZY154	FILTER SET, WITH FILTER PADS. Standard lead time 10 days.	1	8.95	8.95
35	LZY177	Piston pump for sc Analyser. Standard lead time 10 days.	1	1,925.00	1,925.00
36	LZY181	PUMP HEAD, AMTAX sc AIR PUMP . Standard lead time 10 days.	1	342.00	342.00
37	LZY830	Valve pump conversion kit Psc & Asc. Standard lead time 10 days.	1	737.00	737.00
38	LZY834	Replacement Vial for TU5300sc and TU5400sc Online Laser Turbidimeter. Standard lead time 6 days.	1	38.09	38.09
39	SB-P1SV	PEEK Salt Bridge, Kynar (PVDF) Outer-Junction. Standard lead time 5 days.	1	88.95	88.95
40	TNT821	Chemical Oxygen Demand (COD) TNTplus Vial Test, LR (3-150 mg/L COD), 25 Tests. Standard lead time 10 days.	1	60.99	60.99
41	TNT822	Chemical Oxygen Demand (COD) TNTplus Vial Test, HR (20-1,500 mg/L COD), 25 Tests. Standard lead time 10 days.	1	60.99	60.99
42	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH ₃ -N), 25 Tests. Standard lead time 10 days.	1	62.19	62.19
43	TNT831	Ammonia TNTplus Vial Test, LR (1-12 mg/L NH ₃ -N), 25 Tests. Standard lead time 10 days.	1	62.19	62.19
44	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH ₃ -N), 25 Tests. Standard lead time 10 days.	1	62.19	62.19
45	TNT835	Nitrate TNTplus Vial Test, LR (0.23-13.5 mg/L NO ₃ -N), 25 Tests. Standard lead time 10 days.	1	49.85	49.85
46	TNT839	Nitrite TNTplus Vial Test, LR (0.015-0.600 mg/L NO ₂ -N), 25 Tests. Standard lead time 10 days.	1	43.15	43.15
47	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO ₄), 25 Tests. Standard lead time 10 days.	1	63.79	63.79

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
48	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO ₄), 25 Tests. Standard lead time 10 days.	1	63.85	63.85
49	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO ₄), 25 Tests. Standard lead time 10 days.	1	63.85	63.85
50	TNT870	Alkalinity (Total) TNTplus Vial Test (25-400 mg/L CaCO ₃), 25 Tests. Standard lead time 10 days.	1	48.85	48.85
51	TNT880	Simplified TKN (s-TKN) TNTplus Vial Test (0-16 mg/L N), 25 Tests. Standard lead time 10 days.	1	163.00	163.00
				Grand Total	\$ 23,106.33

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

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

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

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

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

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

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

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

Standard lead time is 30 days.

This Quote is good for a one time purchase

Sales Contact:

Name: Devin Locke
Title: Regional Sales Manager
Phone: 909-264-0560
Email: devin.locke@hach.com

Exhibit B

Quote Number 100586104v4

Please see attached page(s)



Be Right™

Quotation

Quote Number: 100586104v4

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: 19-Aug-2020

Quote Expiration: 16-Oct-2020

CITY OF NORTH LAS VEGAS
ACCOUNTS PAYABLE
2250 LAS VEGAS BLVD N STE 710
NORTH LAS VEGAS, NV 89030-5875

Name: Sade Tanguma
Phone: 702-633-1952
Email: tangumas@cityofnorthlasvegas.com

Customer Account Number : 101471
Customer Quote Reference: 2829 FORT SUMTER DR

Sales Contact: Devin Locke Email: devin.locke@hach.com Phone: 909-264-0560

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
Parts					
1	1000F1236-122	Tube Fitting, Kynar (PVDF), 3/4 inch Compression Fitting for 3422 series Sensors. Standard lead time 5 days.	1	101.00	101.00
2	1440053	Sodium Chloride Standard Solution, 491mg/L NaCl (1000 µS/cm), 1L. Standard lead time 25 days.	1	47.29	47.29
3	2105560	DPD Free Chlorine Reagent, Swiftest™ Dispenser Refill Vial, Approximately 250 Tests. Standard lead time 3 days.	1	53.55	53.55
4	2105569	DPD Free Chlorine Reagent Powder Pillows, 10 mL, pk/100. Standard lead time 15 days.	1	23.25	23.25
5	2409232	Sodium Thiosulfate Standard Solution, Stabilized, 0.0246 N, 100 mL MDB. Standard lead time 3 days.	1	18.45	18.45
6	2444400	Chlorine (Total) Test Kit, Model CN-21P. Standard lead time 20 days.	1	70.09	70.09
7	2556900	aa Free Chlorine Reagent Set for chlorine analyzer CL17/CL17sc. Standard lead time 3 days.	1	61.29	61.29
8	2635300	SpecCheck Secondary Gel Standards Set, DPD Chlorine - LR. Standard lead time 3 days.	1	198.00	198.00

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
9	27256	Water, deionized and demineralized, 4 L. Standard lead time 3 days.	1	31.85	31.85
10	2802300	DPD Free Chlorine Reagent, Swiftest™ Dispenser. Standard lead time 3 days.	1	70.45	70.45
11	2893300	SpecCheck Secondary Gel Standards Set, DPD Chlorine - HR. Standard lead time 3 days.	1	200.00	200.00
12	2971205	Stabcal® Turbidity Standards Calibration Kit, 2100Q/QIS Portable Turbidimeter, Sealed Vials. Standard lead time 20 days.	1	213.00	213.00
13	2980500	SpecCheck Secondary Gel Standards Set, DPD Chlorine - MR. Standard lead time 3 days.	1	217.00	217.00
14	2982100	aa CLF10 sc Free Chlorine Analyzer with SC200 Controller and pH Differential Sensor	1	5,853.00	5,853.00
15	43800	Plastic Measuring Tube, 5.83 mL. Standard lead time 3 days.	1	3.59	3.59
16	6122400	Digital Extension Cable, 1 m (3.3 ft). Standard lead time 5 days.	1	203.00	203.00
17	9181500	pHD, RYTON for Cl10sc. Standard lead time 3 days.	1	809.00	809.00
18	9181700	SPLIT RING, AMPEROMETRIC CHLORINE SENSOR. Standard lead time 15 days.	1	9.00	9.00
19	9181800	O-RING, 25MM ID X 2.5MM THK, SILICONE. Standard lead time 15 days.	1	15.85	15.85
20	9196100	Sealing hub, chlorine flow cell. Standard lead time 5 days.	1	34.65	34.65
21	9196300	O-Ring, #2-123, Viton. Standard lead time 3 days.	1	1.89	1.89
22	9334600	4-20mA Output Expansion Module for SC200 Universal Controller (3 Additional 4-20mA Outputs). Standard lead time 5 days.	1	388.00	388.00
23	D3422B3	Digital Contacting Conductivity Sensor for Low Conductivity (k=0.5) with 3/4" Kynar Compression Fitting. Standard lead time 5 days.	1	676.00	676.00
24	D3422C3	Digital Contacting Conductivity Sensor for Mid-range Conductivity (k=1.0) with 3/4" Kynar Compression Fitting. Standard lead time 5 days.	1	682.00	682.00
25	LPV445.97.00110	DR300 Pocket Colorimeter, Chlorine, Free + Total, with Box. Standard lead time 3 days.	1	468.00	468.00
26	LPV446.99.00012	Hach Bluetooth Dongle for DR300 Pocket Colorimeter. Standard lead time 3 days.	1	83.95	83.95
27	LZW9314.99	90-mL bottle for sample and sensor cleaning, for sensION+ field kits. Standard lead time 3 days.	1	5.00	5.00
28	LZY834	Replacement Vial for TU5300sc and TU5400sc Online Laser Turbidimeter. Standard lead time 6 days.	1	38.09	38.09
29	LZY837	20 NTU Stabcal® Vial for TU5200, TU5300 sc, TU5400 sc with RFID. Standard lead time 18 days.	1	351.00	351.00
30	LZY876	Desiccant Cartridge for TU5300sc and TU5400sc Laser Turbidimeter. Standard lead time 10 days.	1	40.95	40.95
31	LZY907.97.00002	Maintenance Kit for TU5300sc and TU5400sc Laser Turbidimeter, with RFID Sealed Vials. Standard lead time 3 days.	1	1,268.00	1,268.00
32	LZY953	Calibration Syringe TU5xxx. Standard lead time 10 days.	1	17.35	17.35
				Grand Total	\$ 12,253.54

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

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

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing

- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

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

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

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

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

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

Standard lead time is 30 days.

This Quote is good for a one time purchase

Sales Contact:

Name: Devin Locke
Title: Regional Sales Manager
Phone: 909-264-0560
Email: devin.locke@hach.com