

AGREEMENT TO FURNISH
PROFESSIONAL CONSULTING SERVICES AND SOFTWARE

This agreement for the provision of professional consulting Services and Software ("Agreement") is made and entered into this 22nd day of August, 2011 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and the Hach Company ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide professional consulting Services and "Water Information Management Solutions" software (the "Software") for City's utilities systems (together the "Services"). The Services are more particularly described in Exhibit "A," which is attached hereto and incorporated herein by this reference.
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.
- 1.3 Consultant shall comply with all applicable Federal, State and local laws and regulations in the performance of its obligations under this Agreement including, but not limited to, the Americans with Disabilities Act and the Fair Employment and Housing Act.
- 1.4 The term of this Agreement shall be for two (2) years, commencing upon the Effective Date of this Agreement.

ARTICLE 2 - PAYMENT AND NOTICE

- 2.1 The total compensation for Consultant's performance of the Services shall be Thirty Six Thousand Eight Hundred Fifty Dollars (\$36,850).
- 2.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses, if any. City shall pay Consultant no later than thirty (30) days after receipt by City of Consultant's invoice, provided the Services reflected in the invoice were performed to the reasonable satisfaction of City in accordance with the terms of this Agreement.

- 2.3 Any notice given pursuant to this Agreement shall be in writing and given by overnight courier service, personal delivery, facsimile or by United States certified mail, return receipt requested, postage prepaid, to the addresses appearing below. 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.

City:

Rosemary Hoerning, Director
Municipal Utilities and Engineering
City of Redlands
P.O. Box 3005
Redlands, CA 92373

Consultant:

Hach Company
c/o IIM BU Director
5600 Lindbergh Drive
Loveland, Colorado 80538
cc to VP/General Counsel

ARTICLE 3 – SOFTWARE LICENSE AND RESTRICTIONS

- 3.1 The Software is subject to the separate software lease agreement(s) accompanying the Software media, along with any product guide, operating manuals, or other documentation presented to City during the installation or use of the Software. In the absence of such terms, Consultant hereby grants City a personal, non-exclusive license to access and use the Software provided by Consultant. Software provided or otherwise made available to City by Consultant 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.
- 3.2 City 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. City 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. City is further prohibited from (1) attempting to use or gain unauthorized access to Consultant 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 Consultant 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); (8) restricting, inhibiting, interfacing with, or otherwise disrupting or causing a performance degradation to any Consultant or its affiliates' or suppliers' facilities used to deliver the Services.
- 3.3 Solely for the purpose of verifying City's compliance with the terms of the Agreement, City hereby grants Consultant, or an agent designated by Consultant, the right to perform an audit of City's use of the Software during normal business hours. City agrees to

cooperate with Consultant in such audit and to provide Consultant with all records reasonably related to City's use of the Software.

- 3.4 "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 Consultant and City 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. City 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. Consultant 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, Consultant grants City a non-exclusive, non-transferable, royalty-free right to use the Software and other Information solely for City's facilities, and solely as necessary for City to enjoy the benefit of the Services.
- 3.5 Consultant may on occasion need to perform scheduled or unscheduled repairs, maintenance or upgrades in connection with the Software installed on its and City's computer system(s), which may temporarily degrade the quality of the Services or result in a partial or complete outage of the Software. Consultant 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 Consultant and City, 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 City. CITY 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. CONSULTANT SHALL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF CITY'S ACCESS TO OR USE OF THE SOFTWARE OR ASSOCIATED DATA.
- 3.6 In Consultant's performance of the Services, or in connection with City's use of the Software, it may be necessary for Consultant to obtain, receive, or collect data or information, including system-specific data. In such cases, City grants Consultant 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 Consultant or City's use of the Software. In addition, City grants Consultant a license to aggregate such data for use in

an anonymous manner in support of Consultant's marketing and sales activities. City also grants Consultant the right to copy and maintain such data on Consultant's servers (or the servers of its suppliers) during the term of this Agreement. City 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 City is located in conjunction with Consultant's performance of the Services or City's use of the Software (including providing adequate disclosures and obtaining legally sufficient consent from City's employees, agents, and contractors).

- 3.7 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 specific lawful restrictions, provide advance notice to the disclosing party before making such a disclosure. The obligations with respect to Confidential Information shall survive any termination of the Agreement and continue for five (5) years from the date of disclosure.

3.8 Representations, Warranties and Disclaimers.

3.8.1 Consultant 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 Consultant breaches this or any other service warranty provided to City, and if City notifies Consultant of such breach within thirty (30) days of performance of the Service, City's exclusive remedy and Consultant's entire liability for any breach of the service warranty shall be re-performance of the specific non-conforming Service.

3.8.2 Consultant 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 Consultant.

3.8.3 EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCES, CONSULTANT, (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, THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION BY CONSULTANT. WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICE NOT PERFORMED OR AUTHORIZED BY CONSULTANT (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 THE SERVICES. WITH RESPECT TO CITY'S USE OF THE SOFTWARE (1) NEITHER CONSULTANT NOR ANY OF THE CONSULTANT 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) CITY 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 CONSULTANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

3.8.4 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"). CONSULTANT EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH-RISK ACTIVITIES.

3.8.5 A portion of the Software may contain or consist of open source software, which City 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 OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY REGARDING TITLE OR AGAINST INFRINGEMENT. IN NO EVENT SHALL CONSULTANT, THE COPYRIGHT HOLDERS, OR THE CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY 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.

3.8.6 IN NO EVENT SHALL CONSULTANT, IT SUPPLIERS, LICENSORS, OR SUBCONTRACTORS BE LIABLE TO CITY 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 CITY DATA, CORRUPT OR UNAVAILABLE CITY DATA, LOSS OF USE OF CITY 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 CITY'S WEBPAGE AND INCURRED BY CITY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT OR STRICT LIABILITY. THE FOREGOING NOTWITHSTANDING, IN NO EVENT SHALL CONSULTANT COMPANY'S LIABILITY FOR DAMAGES HEREUNDER TO CITY EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CITY PURSUANT TO THE APPLICABLE AGREEMENT.

3.8.7 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.

- 3.9 City for itself and on behalf of its administrator and each authorized City user represents and warrants to Consultant that (a) it owns or has the right to permit Consultant to access City's sites and surrounding areas for service, installation and maintenance; and (b) City shall and hereby does defend, indemnify and hold Consultant and its affiliates harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of actions, 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 City and/or its authorized City users; (ii) any civil and/or criminal suit alleging that Consultant had no right or authority to access City's Sites; (iii) any City and/or authorized City user negligence, recklessness or willful misconduct; or (iv) any violation of, or non-compliance with laws. City's obligations under this Section do not apply to the extent that claims are directly caused by the gross negligence of Consultant.
- 3.10 Consultant shall defend and indemnify City 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 Consultant hereunder, unless made in accordance with City's specifications or unless the alleged infringement results from City's use of the Software or Services in combination with products, Software or Services provided by third parties,

in which case City shall defend indemnify Consultant 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, the 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 Consultant nor City 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.

- 3.11 City shall not use any Software or the Services provided hereunder for any purpose other than that identified in Consultant's catalogs and literature as the intended use of such goods. Any warranty granted by Consultant to City shall be deemed void if any Software or Services covered by such warranty are used for any purpose not permitted hereunder. In addition, City shall indemnify Consultant and hold Consultant harmless from and against any and all claims, damages, losses costs, expenses and other liability of whatever nature that Consultant suffers or incurs by reason of any such unintended use.
- 3.12 Consultant and City agree to comply with all laws applicable to the Software and Services provided hereunder. Software and technical data supplied by Consultant are subject to certain export laws and regulations. City 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. City 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. City further represents and warrants to Consultant that City 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 City's business activities in connection with this Agreement, and that City will take no action that will cause City or Consultant to violate any such laws. City specifically represents and warrants to Consultant that City is familiar with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and that City shall comply with the FCPA and will take no action that will cause City or Consultant to violate the FCPA. Consultant may terminate this Agreement immediately, if it believes, in good faith, that City has breached the foregoing compliance-with-law provisions of the Agreement or caused Consultant to violate the FCPA or other applicable laws. Consultant shall not be liable to City for any claim, losses, or damages related to Consultant's decision to exercise its rights under this provision.

ARTICLE 4 - CONFLICTS OF INTEREST

- 4.1 Consultant covenants and represents that it does not have any investment or interest in any real property within the City of Redlands which would be affected in any manner or

degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

- 4.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
- A. Does not make or participate in:
- (i) the making or any City governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
 - (ii) the issuance, denial, suspension or revocation of City permits, licenses, applications, certifications, approvals, orders or similar authorizations or entitlements;
 - (iii) authorizing City to enter into, modify or renew a contract;
 - (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) granting City approval to a plan, design, report, study or similar item;
 - (vi) Adopting, or granting City approval of, policies, standards or guidelines for City or for any subdivision thereof.
- B. Does not serve in a staff capacity with City and in that capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 4.3 In the event City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the Form 700 with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

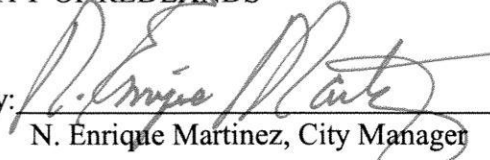
ARTICLE 5 - GENERAL CONSIDERATIONS

- 5.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.
- 5.2 Consultant shall not assign any of the Services to be performed under this Agreement, except with the prior written approval of City and in strict compliance with the terms, provisions and conditions of this Agreement.

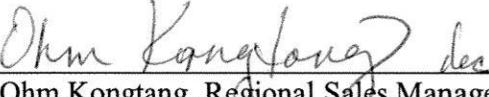
- 5.3 Consultant is for all purposes an independent contractor. To the extent necessary to perform the Services, Consultant shall supply all tools and instrumentalities required to perform the Services. All personnel employed by Consultant are for its account only, and in no event shall Consultant or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City.
- 5.4 This Agreement may be terminated by either Party, in its sole discretion and without cause, by providing ten (10) business days prior written notice to the other Party (delivered by certified mail, return receipt requested) of intent to terminate.
- 5.5 Upon receipt of a termination notice, Consultant shall immediately discontinue all Services affected, and within five (5) business days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of any data, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services required by this Agreement. Consultant shall be compensated on a pro-rata basis for work completed up until notice of termination.
- 5.6 This Agreement represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 5.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

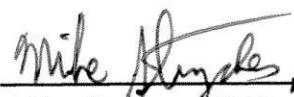
By: 
N. Enrique Martinez, City Manager

HACH COMPANY

By: 
Ohm Kongtang, Regional Sales Manager

Attest:


Sam Irwin, City Clerk


Mike Strycker, VP Finance, Hach Company



Hach

5600 Lindbergh Drive - Loveland, CO 80539
800-227-4224 — orders@hach.com

QUOTE #: Q070511BS2

Hach ID:

Rebecca Schwartz
City of Redlands

To:

1950 S. Nevada
Redlands, CA 92373
bschwartz@cityofredlands.org
909-798-7506, ext 22

Quote Date: 7/5/2011

Terms: Net 30

Quote Valid: 60 Days

HACH RSM: Ohm Kongtang

RSM email: okongtan@hach.com

RSM phone: (909) 645-1732

Project: City of Redlands

Please submit your order to support@hach.com or fax 970-461-3919

Include on PO: • QUOTE#

- Bill to address and contact info
- Installation address and primary user contact information (no PO Box please)
- Fed Ex delivery address and contact for your software

Description

WIMS Software

Hach WIMS™ with 4 concurrent users, 2 facility databases, 1 year of support (starts on ship date)

MS SQL Server Express Support (DBMS Included)

Part Numbers: WM-MU, WM-SW, DMWIMS-SPT-BAS, 3 WM-DLXCONUSER, 1 WM-FACILITY,

One Standard SCADA Interface for Hach WIMS™:

Installation, configuration and training included. Up to 10 variables will be cross referenced.

For a more detailed description/documentation of standard interfaces please go to www.hach.com/im, under "Helpful Links" click on [Standard SCADA and LIMS Interfaces](#). Please review the documentation and verify that the correct interface has been chosen.

NOTE: If your SCADA system is not on the Hach list of standard interfaces, a custom interface will be required and additional costs will be incurred.

Part Numbers: 1 WM-SCADA-INT

WIMS Services

Wastewater >8 MGD and <20 MGD Implementation Services

Up to 57 Implementation Hours - Database Configuration, Report, and Data Entry Form development.

Typically includes (your Project Manager will finalize the scope of work based on your 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 your plant/system.
- Site specific calculation setup
- 4 Page NPDES DMR or 40 Parameter CIWQS Report
- 1 standard format monthly KPI report with up to 10 user defined KPIs (key performance indicators)
- KPI graph set
- 1 standard format yearly summary KPI report with up to 10 user defined KPIs (key performance indicators)
- Predefined dashboard with 10 user defined KPI's
- Data Entry Form development including 1 Custom Data Entry Form and standard Monthly Data Entry Forms for all parameters

Part Numbers: 57 DM_WIMS-HRLY; NOSHIOOPENPROJ

NOTES:

- 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.
- Data Migration services are NOT included. Historical data may be imported from SCADA/LIMS systems with Purchased Interfaces.

Drinking Water (Surface Water Plant/Distribution >8 MGD and <20 MGD) Implementation Services

Up to 68 Implementation Hours - Database Configuration, Report, and Data Entry Form development.

Typically includes (your Project Manager will finalize the scope of work based on your 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 your plant/system.
- Site specific calculation setup
- Up to 10 pages standard regulatory report (MOR, DBR, IFE, etc...) or 100 parameter regulatory eReport
- 1 standard format monthly KPI report with up to 10 user defined KPIs (key performance indicators)
- KPI graph set
- 1 standard format yearly summary KPI report with up to 10 user defined KPIs (key performance indicators)
- Predefined dashboard with 10 user defined KPI's
- Data Entry Form development including 1 Custom Data Entry Form and standard Monthly Data Entry Forms for all parameters

Part Numbers: 68 DM_WIMS-HRLY, NOSHIOOPENPROJ

NOTES:

- 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.
- Data Migration services are NOT included. Purchased Interfaces may be used to import historical data from those (SCADA,LIMS) systems.

Migration Services (based on confirmation data can be migrated) - 20 hours

Includes 20 base hours for:

- Source (Access) Data review
- Migration of data from custom Access database to WIMS
- Customer Review

Part Numbers: 20 DM_WIMS-HRLY, NOSHIOPENPROJ

3 Days - Onsite Training and Services

- Installation Review
- Training - Basic, Advanced, and Admin
- Interface installation, configuration and training included. Up to 10 variables will be cross referenced.

Part Numbers: 3 DM_WIMS-OSS-TRN, 1 DM_WIMS-TRVLEXP, 6 DM_WIMS-TRVLTME

Total Project: \$ 36,850.00

TERMS are net 30 days. Prices on this quote are firm for 60 days. Prices in US dollars. Licensing for end user not for export.

Hach Integrated Information Management Product Descriptions

Hach Water Information Management Solution™ (Hach WIMS™)

Hach WIMS is designed specifically for drinking water and wastewater systems to help users make more informed decisions, providing tools for analysis, monitoring, and reporting. Data is captured automatically or manually from multiple data sources and stored in a central, secure database with easy local or web access. Hach WIMS offers various levels of software from single-user to enterprise and provides flexible financing options.

- Hach WIMS Single User: supports 1 user, single computer, single facility with <300 variables, MSSQL Express 2GB database.
- Hach WIMS Multi User:
 - MSSQL Express 4GB database supports up to 10 users, 20 facility databases,
 - MS SQL or Oracle Database support allows up to 20 users, unlimited DB Size
- Hach WIMS Enterprise custom implementation supports unlimited # of users, multiple facilities, requires MS SQL or Oracle
- Additional Concurrent Users, Facility databases, up to the supported limit, may be purchased; MS SQL/ORACLE support may also be purchased
- Hach WIMS OnLine - Software as a Service web based hosted solution: supports unlimited named users, is always the latest software, includes support. Licenses for additional named users, megabytes and facilities may be purchased.

Hach WIMS Lab Cal Module

Hach LAB Cal is a water laboratory data management system, specifically designed for drinking water and wastewater providing easy-to-use sample scheduling and tracking tools for effective lab data management. The visual environment takes the complexity out of managing your scheduled samples. Time-saving features, familiar formats, simple workflows, and pricing that is far less than traditional LIMS systems make Hach LAB Cal a very robust and cost-effective solution.

SCADA Interface for Hach WIMS

Interfaces are available for all water and wastewater industry SCADA systems. Hach SCADA interfaces transfer data seamlessly and automatically to Hach WIMS from your SCADA system.

LIMS Interface for Hach WIMS

Interfaces are available for all water and wastewater industry LIMS systems. Hach LIMS interfaces transfer data seamlessly and automatically to Hach WIMS from your LIMS system.

Hach WIMS Remote and Portable Solutions

Windows Mobile devices, tablet computers, and laptops can be used to collect, capture, and verify data at the source, allowing remote data entry into Hach WIMS.

Hach WIMS GnR Server

GnR (Graph and Report) Server allows automatic generation of WIMS Reports and Graphs. Users can schedule GnR server to output to hard drives, printers, or email.

Hach JOB Cal®

Hach JOB Cal Basic and Hach JOB Cal Plus are easy, cost-effective maintenance scheduling solution. The software automatically builds an interactive color-coded calendar for easy management of job activities. Hach JOB Cal Plus also provides the ability to track purchasing, inventory, vendors and labor as well as display equipment drawings and pictures.

SCADA Interface for JOB Cal®

Interfaces are available for all water and wastewater industry SCADA systems. Hach SCADA interfaces transfer equipment runtimes automatically to Hach JOB Cal from your SCADA system.

Custom Reports for JOB Cal®

Allows development of custom reports in addition to the industry standard reports included in JOB Cal.

Hach JOB Cal Plus Portable Software (only available with JOB Cal® Plus)

Upload Work Orders to a Windows Mobile handheld, record tasks performed, and sync to JOB Cal Plus database.

Services

Hach offers a comprehensive set of services, such as training, programming, installation assistance, set up, configuration, and other specific customer requests to ensure successful use of Hach software.

Training

Hach training can be provided at a Hach Facility, at the customer site, or over the web. Training sessions can be tailored for each customer or provided for multiple customers in a structure classroom environment.