

Water Committee Meeting
Wednesday, March 31, 2021 7:00 PM
Lower Platte North NRD Office
P.O. Box 126
Wahoo, NE 68066

1. UNFINISHED BUSINESS

To table flow meter discussion until February Water Committee, so Committee could know if grant funding would be available.

Update: January 22, 2021

The NET Grant submitted by LPN didn't score high enough for it to be on the recommended funding list for 2021.

After agenda item was taken from the table, staff showed the list of projects approved by Nebraska Environmental Trust and how this project scored compared to others.

2. REGULATORY

A. GROUND WATER MANAGEMENT AREA

1. Well Permit Program

2. METOs Equipment

Staff has been working with Derek Brazada from the METOs company on setting up weather stations and water level locations for remote read. Derek attended the Water Committee to explain the information that is shown on these sites. Staff will be installing one site with a conversion kit from the McCrometer Company to do remote reads on a mechanical flow meter.

Attachment shows the cost of this equipment.

3. Water Use Reports and Flow Meters

Staff has been in contact with producers/owners on installing a required flow meter by March 26, 2021. All producers has told staff that they are working on installing a flow meter before irrigation. Staff will continue to stay in contact with these individuals and will report to the Committee, if other actions will need to be taken.

Information from 2020 meter reports.

4. System Type	5. Avg. Pumped (Acre inches)
6. Gravity (25)	7. 14.12"
8. Pivot (877)	9. 5.61"
10. SDI (4)	11. 5.07"

12. Lower Platte River Basin Water Management Plan Coalition (LPRBC)

The technical and management groups have met in the last months reviewing next year budget, yearly IMP reports and contract for analyzing the next 5-year

increments The Coalition Directors meeting will be held April 27 (virtual and in-person) at Lower Loup NRD starting at 11 am. The directors will be voting on the items described. Attached for review is the draft budget and contract along with the submitted LPN V-IMP report. The cost of both of these contracts are \$129,500, which will be part of the Coalition budget.

LPN Water Committee wants to emphasis that recharge need to be accurately represented and after adding extra acres over the last 4 years, water levels have remained relatively unchanged.

13. LPNNRD Operator Certification

Updated 3/31/2021 - 8 more producers have passed the online test and 2 others have passed the take-home test.

Class Attendance for 2021:

- Butler County Events Center (Test only) 3
- Schuyler - Oak Ballroom (Test only) 4
- Wanahoo Educ Bldg A.M. (Test only) 4
- Wanahoo Educ Bldg P.M. (presentations) 11
- Columbus - Ag Park (presentations) 30
- Webinar 1 14
- Webinar 2 2
- Online testing 115
- Take Home test 19

14. Total 202

Of these 17 were "New" (first-timers)

3. GROUND WATER PROGRAMS

A. DECOMMISSIONED WELL PROGRAM

1. Well Estimates

2. 3 new wells has been reviewed and approved for decommissioning since the last Committee meeting.

3. Well Owner	4. Type of Well	5. Cost Share Estimate	6. County
7. Nick Schmit	8. Irrigation	9. \$1,000 (capped limit)	10. Butler
11. Kenneth Sousek	12. Hand-dug	13. \$1,500 (capped limit)	14. Saunders
15. Kenneth Sousek	16. Domestic	17. \$437.62	18. Saunders

19. Plugged Wells

20. # wells have been plugged, reviewed, and ready for cost share payment approval this month.

21. Well Owner	22. Type of Well	23. Cost Share Estimate	24. County
25.	26.	27.	28.
29.	30.	31.	32.
33.	34.	35.	36.

B. LOWER PLATTE NORTH NRD GROUND WATER STUDIES

1. Phase Area Update

Staff had discussion on demonstration fields for 2021 in the nitrate areas. Some of the ideas were nitrogen modeling software comparison, inhibitors and nitrogen test strips. UNL on-farm research is looking for fields to study these ideas with funding available for participating producers.

Part of the NET Grant is to purchase Field Equipment to test for PH, Dissolved Oxygen, Conductivity and other parameters prior to collecting a water sample. More information is attached, with staff looking at purchasing 3 water sampling meters. The Grant will be paying \$5,500, with the other portion used as NRD match.

Quotes:

Oakton PCD 659 - \$3010.51

Xylem/YSI

ProDSS - \$5,629.00

ProQuatro - \$2,957.00

Hach

HQ2100 - \$2,606.22

HQ4300 - \$3,203.20

Staff explained the differences of each meter with the higher cost due to the dissolve oxygen probe. Dissolve oxygen (DO) helps in determining if an aquifer is anaerobic or aerobic. This information is valuable in determining the movement of contaminants like nitrates, iron and manganese, that will react differently when a certain level of oxygen is present. The equipment staff uses

now, does not have a DO probe and is about 10 years old.

Attached is an updated quote for the ProQuatro equipment from YSI Inc. The cost per meter will be \$2878.18 per meter for a total cost of \$8,634.55, plus estimated shipping of \$10.

C. NEW MONITORING WELLS

Updated information on the test holes and monitoring wells. UNL/CSD can do the test holes as shown by the schedule below.

D. Site	E. CSD Lead	F. Est. Timing	G. Estimated depth (ft)	H. Reason	I. Well designs
J. Richland N (17-2E)	K. Sue	L. Late April	M. 180	N. Elevated NO3-N	O. ~1 week after test hole
P. Fremont East	Q. Katie	R. End April - May	S. 320	T. Base Kd (AEM)	U. ~1 week after test hole
V. SQS2 (1	W. Jess	X. Mid-September	Y. 250 (Z. Well Interference???	AA. 1-2 w

9-1E)	s		+		ee
	e		/		ks
			-		af
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BB. As a rough cost estimate UNL is figuring an average of \$12/ft * 700-800 ft = \$8400 to \$9,600. There is still a balance of \$13,111 in the UNL/LPN Cooperative Agreement that has not been assigned. So UNL could handle funds through this agreement, if preferred. (End date on the agreement is June 2022.) Attachment showing information on the 3 sites.

Staff is working on obtaining permission from land owners for test holes on the first 2 sites, with the plan to send RFPs on a monitoring well in the Richland Area.

CC. Phoenix WebGroup

This was the first year that the NRD offered online reporting for meter and nitrogen reports. Staff was overall satisfied on how this process worked with 29% of the water use reports submitted online and 38% of the nitrogen reports. Some of the producers recommended a few changes to make this process easier. Changes for the online site include:

- Producer will have the ability to save a partially-completed form and then finalize it later.
- New Chemigation permit can be applied for online, which then would include some work on the private site.

Private Site changes include

- Enable for staff to assign task from Chemigation page
- Develop a Field CSV to assist in tracking non-reporting
- Chemigation CSV to assist in tracking chemical amounts
- Water Well kits would auto-complete for consistency in reporting.

DD. The total cost of these updates would be \$18,775, which 50 percent is needed as initial deposit - \$9,387.50. The other 50% would be paid in next year's budget. Also attached is a yearly support plan, which the NRD participated with the Silver Plan last year at \$2,500. Staff was anticipating that changes would be needed after the first year of doing online reporting, as \$15,000 was budgeted for this year.

EE. Cost Share Programs

1. Cost-share Projects

Does the Water Committee want to consider items to encourage producers to improve their management?

Committee and staff discussed the items shown below, with Mark Walkenhorst from NRCS available for questions. It was explained that the RCPP grant is designed for designated areas, which would emphasis certain

practices to solve the identified problems. It was pointed out that some of the most successful programs utilize staff that could work one-on-one with producers. This individual would set up management strategies with producers and then apply for funding to implement the BMPs. Increasing education in the nitrate management areas need to be a priority utilizing all avenues and working with UNMC on the health aspects. Committee discussed the ranking criteria on smaller fields that sometime can't get funding but still contributes to the problem. The grant should consider doing a few BMPs well, than trying to do many average. Committee and staff will continue to discuss with more detailed information at the next Water Committee Meeting.

Discussion Items:

- Designated Areas within Districts
 - SDI and Pivots
 - Crop Rotations
 - Cover Crops
 - Extra Staff to work one-on-one with producers
 - Domestic Water Sampling
 - Other
2. Staff has been discussing the possibility of applying for a RCPP grant with some comments from NRCS shown.

SDI - \$740.64/ac. for General Signup. Nitrate Areas (not specific to high nitrate areas) but for source water areas which often include high nitrate areas it is 1058.05/ac. The EQIP - General HU of 1269.66 would apply to Historically Underserved clients (Beginning farmers, etc.). Applications for microirrigation (SDI) must meet the irrigation history for two of five years and must not exceed the 5% threshold of newly irrigated acres on the entire system. An application for microirrigation (SDI) would be considered ineligible even if the applicant is willing to pay for those additional acres (greater than the 5% incidental acres allowed) without cost assistance. Pivot cost-share is \$18.97 per linear feet.

Can the NRD put another \$5,000 - \$10,000 on top of the EQIP payment? To my knowledge "yes". May be a stipulation that the cost share (incentive) cannot exceed 100% of the cost. Will need to get this checked.

Would a product like SoyGreen for soybeans be eligible for cost share to decrease PH to encourage a crop rotation in high nitrate areas? I do not know, it would depend if that product meets NRCS tech guide.

Would there be any incentive for a 3 crop rotation? Yes, we currently have an incentive to encourage a more diverse crop rotation.

With RCPP, we do have flexibilities that EQIP does not. For example, if a project proposes to pay a higher rate than EQIP for established conservation practices, that is OK (as long as defined in the final agreement and is equitable). But it cannot exceed 100% of the cost rate. Please keep in mind that RCPP proposals where the *partner* provides more % of FA (preferably cash) typically score better than those who do not.

LPN collected this information during the process of certifying irrigated acres.

3. System type	4. Total Number	5. Total Acres	6. Number <20 acres
7. Center Pivots	8. 3407	9. 243,249.8	10. 417
11. Center Pivots with Gravity	12. 901	13. 77,265.61	14. 76
15. Gravity (Flood)	16. 654	17. 33,465.04	18. 125
19. Drip Tape (SDI)	20. 21	21. 951.29	22. 6
23. Towline	24. 70	25. 5,288.353	26. 2

27.

Surface Irrigation - 4,269.19 acres, Commingled Acres of GW and SW - 5,117.56 acres.

4. SURFACE WATER PROGRAMS

5. OTHER

A. COMMENTS FROM THE PUBLIC



3255 West Stetson Avenue • Hemet, CA 92545-7763 USA
 Tel: 951 652-6811 • Fax: 951 652-3078 • payments@mccrometer.com

Page Number- 1
 Date - 03/19/21
 Customer - 26460
 Brn/Plt - MC1000
 Related Ord- 813231
 Order Nbr - 348681 SO
 Invoice - 548282 RI

SALES INVOICE

Sold To: LOWER PLATTE NORTH NRD
 P O BOX 126
 WAHOO NE 68066

Ship To: LOWER PLATTE NORTH NRD
 COMMERCIAL PARK RD
 WAHOO NE 68066

Tax ID:
 Tax Cert: 001 / 005 / 066

REP:
 RSM:

Request Date 03/19/21 Customer P.O. VERBAL-DARYL Ship : FEDEX GND/PPC
 EXW Seller's Premises Inst : 03/18/21

Ln/Rq Dt	Description	Item Number	UM	Ship/Back/Cance	Price	Extended Price	Tax
	CG/RM						
1.000	TRANSMITTER MC CONNECT E21-01392	EA618-02	EA	S 1	270.3000 Per EA	270.30	Y
2.000	7pin cable 25ft.: 1x male jack 2 WIRES	7M-025-OE2	EA	S 1	128.3500 Per EA	128.35	Y
3.000	Shipping & Handling/NonTaxable	991084282730	EA		29.6400	29.64	N

*

Terms Net 30 Days from Invoice Net Due Date 04/18/21 Tax Rt Sales Tax Total Order 428.29

MCCROMETER'S TERMS AND CONDITIONS APPLY UNLESS OTHERWISE STATED IN WRITING BETWEEN THE PARTIES; MCCROMETER'S
 TERMS AND CONDITIONS CAN BE VIEWED AT THE FOLLOWING URL: WWW.MCCROMETER.COM/TERMS_AND_CONDITIONS.PDF
 REMIT TO: McCrometer, Inc. • 96894 Collections Center Drive • Chicago, IL 60693-0329 USA
 INTERNATIONAL WIRE TRANSFERS: Bank of America • 231 South LaSalle Street • Chicago, IL 60697 USA
 A.B.A. No. 026009593 Swift: BOFAUS3N Acct# 87655-61569

ELANCO

Rumensin

Right from the start.

Darby Anderson

The irrigation well will be in operation this spring.

Two Rivers irrigation from Nighthawk will be doing the work. I will let you know when it is done so you can check flow meter. I had some medical issue this winter. Sorry about not replying back.

Ralph S. Felts

well G-169941

Lower Platte River Basin Coalition Proposed Draft FY 21-22 Budget

FY 21-22 REVENUE				
REVENUE	Account	Sub Account	Actual	Difference
Beginning Cash Balance	\$ 172,267.05		\$ -	\$ (172,267.05)
Member Dues (\$10K)	\$ 80,000.00		\$ -	\$ (80,000.00)
Affiliate Dues	\$ -		\$ -	\$ -
Coalition Programs	\$ -		\$ -	\$ -
Grants	\$ -		\$ -	\$ -
Total:	\$ 252,267.05		\$ -	\$ (252,267.05)

FY 21-22 EXPENSES				
EXPENSES	Account	Sub Account	Actual	Difference
Professional Services	\$ 129,500.00		\$ -	\$ (129,500.00)
Analysis Completion (TFG)		\$ 79,900.00	\$ -	\$ (79,900.00)
2nd Increment Plan (HDR)		\$ 49,600.00	\$ -	\$ (49,600.00)
Other		\$ -	\$ -	\$ -
Meetings	\$ 100.00		\$ -	\$ (100.00)
Advertisement		\$ 100.00	\$ -	\$ (100.00)
Other				\$ -
Special Projects	\$ -		\$ -	\$ -
Plan Implementation		\$ -	\$ -	\$ -
Grant Match		\$ -	\$ -	\$ -
Outreach			\$ -	\$ -
Total: Expenses	\$ 129,600.00		\$ -	\$ (129,600.00)
Budgeted Ending Cash Balance				\$ 122,667.05
Actual Current Cash Balance				\$ -

**Amendment 1 INSIGHT Update Support Cost Estimate
2/25/2021**

		Junior Engineer 90	Water Resources Specialist 125	Senior Water Resources Specialist 150	Sr Engineer 190			Cost
Task 400								\$42,240.00
	SWCU Calculations, including incorporation of SW administration records reflecting supply vs demand	8	40	8	24		\$11,480.00	
	SW Demand Calculations	8	32	8	16		\$8,960.00	
	GWCU Calculations - incorporate acreage updates with general CU calculations		16		8		\$3,520.00	
	SW Loss / canal seepage estimates		24		8		\$4,520.00	
	Hydropower - Including potential process adjustments		24		16		\$6,040.00	
	Downstream Demand Calculations		20	4	4		\$3,860.00	
	Required Inflow Calculations		20	4	4		\$3,860.00	
Task 500								\$37,660.00
	Tech team coordination meetings focused on calculation methodology/procedures (4 meetings)		12		12		\$3,780.00	
	Attend two Coalition Technical Committee Meetings to provide updates/discuss approach				8		\$1,520.00	
	Technical Memorandum Documentation and Presentations Support	24	120		80		\$32,360.00	
Hours Sub-Total		40	308	24	180		Total Estimated Cost ->	\$79,900.00

Exhibit A - Scope of Work
Lower Platte Basin Coalition
INSIGHT Analysis Support

The Lower Platte River Watershed Management Coalition (Coalition) is updating the INSIGHT analysis of the Lower Platte River basin as part of the update to their Basinwide Plan. HDR proposes the following scope of services to assist the Coalition in this effort.

Task Series 100 – Project Management and Coordination

Objective: Provide project management activities including planning, organizing and monitoring project team activities, preparing contract documents, progress reports and invoices, coordination with Coalition contracting representative.

HDR Activities:

110 – PROJECT MANAGEMENT AND COORDINATION

Internal and external project coordination of team; monitoring, invoicing, and progress reporting.

Task Deliverables:

- Invoices and progress reports

Meetings/Travel:

- None

Key Understandings and Assumptions:

- Project duration of 8 months

Information and Services Provided by Others:

- None

Task Series 200 –Meetings

Objective: Provide technical support for stakeholder meetings in support of the INSIGHT analysis

HDR Activities:

210 – INTERNAL TEAM COORDINATION

Anticipated attendance includes NeDNR staff and the The Flatwater Group (TFG) as the core team completing the INSIGHT update. Meetings will focus on progress of analysis and preparation of results.

220 – TECHNICAL COMMITTEE MEETINGS

Attendance at two meetings of the Coalition Technical Committee to provide updates on analysis progress and discussion of approach and results.

230 – MANAGEMENT COMMITTEE MEETINGS

Attendance at two meetings of the Coalition Management Committee to discuss analysis and discuss potential concerns or questions their individual Boards may have.

240 – COALITION BOARD MEETING

Attendance at one Coalition Board Meeting to present analysis and results.

250 – NRD BOARD PRESENTATIONS

Attendance and presentation to the individual NRD boards for approval of updated analysis and proposed allowable depletion adjustments that will be included in plan update.

Task Deliverables:

- Presentation at each of the identified meetings

Meetings/Travel:

- 4 internal coordination meetings
- 2 Technical committee meetings
- 2 Management committee meetings
- 1 Coalition board meeting
- 7 NRD board meetings

Key Understandings and Assumptions:

- Attendance by 1 HDR professional at each meeting
- Coalition meetings at locations within the basins
- Individual NRD board meetings at NRD offices

Information and Services Provided by Others:

- NeDNR/TFG - analysis and results

Task Series 300 – Technical support

Objective: HDR will provide input and perspective on previous analysis. Assist in developing/revising approach for addressing hydropower within the basin

310 TECHNICAL SUPPORT

- An allocation of 40 hours has been allotted on an as-needed basis to support NeDNR/TFG in updating the insight analysis.

Task Deliverables:

- Previous analysis documentation as needed

Meetings/Travel:

- None – covered under Task 200 meetings

Key Understandings and Assumptions:

- None

Information and Services Provided by Others:

- None

Task Series 400 – Plan Update

Objective: Update basinwide plan document per the 5-yr update cycle specified in the original plan document.

410 ALLOWABLE DEPLETIONS UPDATE

- Based on updated analyses being completed by NeDNR and TFG under separate contract, work with Technical Committee to develop allowable depletions for the next increment to incorporate into plan update.

420 PLAN DOCUMENT UPDATES

- Effort to include plan review with technical committee for focused updates. Anticipated areas of updates include action items, allowable depletions, and plan update.
- Preparation of draft and final plan update documents.

Task Deliverables:

- Draft and Final plan updates.

Meetings/Travel:

- None – covered under Task 200 meetings

Key Understandings and Assumptions:

- No additional meetings beyond those described in Task 200.
- Plan content updates assumed to be limited to action items, allowable depletions and plan update.
- Documentation of updated allowable depletions analysis provided by others under separate contract.
- Format of updated plan document will be determined in coordination with Technical Committee.
- Revisiting of plan goals and objectives of plan are not anticipated.
- Generation of new plan background content is not anticipated.

Information and Services Provided by Others:

- Allowable depletions analysis documentation

Lower Platte Basin Coalition
 Insight Analysis Support
 Estimated Level of Effort and Fee



NO.	TASK DESCRIPTION	LEVEL OF EFFORT, HOURS					TOTAL LABOR	FEE, DOLLARS		
		Project Manager	Graphic Design	Water Resources Eng	Admin	Accounting		DIRECT COSTS	TOTAL	CONTRACT AMOUNT
100	Project Management									
1.1	Team Management and Project Control (8 months)	8			2	8	18	100	3,275	
	Subtotal 100 Project Management	8	0	0	2	8	18	100	3,275	3,300
200	Meetings									
2.1	Internal Team Coordination (4)	8					8	0	2,062	
2.2	Technical Committee Meetings (2)	8					8	100	2,162	
2.3	Management Committee Meetings (2)	8					8	100	2,162	
2.4	Coalition Board Meetings (1)	4	16				20	50	2,517	
2.5	NRD Presentations (7)	42	6				48	700	12,065	
2.6							0	0	0	
	Subtotal 200 Meetings	70	22	0	0	0	92	950	20,968	21,000
300	Technical Support									
3.1	Technical support for allowable depletion calculations	20		20			40	0	10,147	
	Subtotal 300 Technical Support	20	0	20	0	0	40	0	10,147	10,100
400	Plan Update									
4.1	Allowable Depletions Update	14		8			22	0	5,605	
4.2	Plan Document Updates	16		20	6		42	0	9,593	
	Subtotal 400 Plan Update	30	0	28	6	0	64	0	15,198	15,200
TOTAL, hours		128	22	48	8	8	214			
TOTAL, dollars								1,050	49,588	49,600

**AMENDMENT 1 TO
THE AGREEMENT BETWEEN
THE LOWER PLATTE RIVER BASIN COALITION
AND
THE FLATWATER GROUP, INC.**

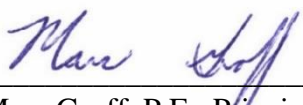
For INSIGHT and Related Basin Water Management Plan Update Support

- 1. Parties.** This amendment is made and entered into by and between the Lower Platte River Basin Coalition (LPRBC) and The Flatwater Group, Inc (TFG).
- 2. Purposes of the amendment.**
 - a.** The existing contract (LPBRC Contract #4606_001) specified certain data collection activities TFG would perform in support of updating INSIGHT and related basin water management plan calculations. The parties wish to expand the items TFG will be providing support for in accordance with the attached Exhibit A1 – Scope of Work Amendment 1.
- 3. Amendments.**
 - a.** Exhibit A – Scope of Work: Services. Amended to include services outlined in the attached Exhibit A1 – Scope of Work Amendment 1. Provides the description of the additional services TFG will provide the LPRBC.
 - b.** Exhibit A – Scope of Work: Compensation. Amended to reflect estimated costs associated with services described in Exhibits A and A1. The revised total contract amount shall not exceed \$166,140 for the services outlined in Exhibits A and A1.
- 4. Balance of original Contract.** With the exception of the terms and conditions of this Amendment, the other provisions of the original agreement shall remain in full force and effect. This includes the contract completion date of 31 December 2021. Additionally, the effective date of this amendment shall be the date of the signature last affixed hereto.

In witness whereof, the parties to this amendment, through their duly authorized representatives, have executed this amendment on the dates set forth below.

The Flatwater Group, Inc.

Lower Platte River Basin Coalition



Marc Groff, P.E., Principal

Mr. Russell Callan, Chairman

Date: 25 February 2021

Date: _____

Exhibit A1 - Scope of Work Amendment 1
Lower Platte River Basin Coalition – INSIGHT Update Support
25 February 2021

This Scope of Work (SOW) amendment describes the additional services and related costs The Flatwater Group, Inc. (TFG) will provide the Lower Platte River Basin Coalition (LPRBC) under TFG's existing Contract No. 4606_001 with the LPRBC. The services outlined in this amendment are in addition to those outlined originally in Contract 4606_001.

TERM

This section remains unchanged from Exhibit A.

SERVICES

Additional services to be conducted under this Agreement shall be performed in accordance with the work description provided in the Project Components section below. Billings shall be on a time and materials basis in accordance with the rates specified in Exhibit B – Price Schedule.

Project Components

1) **Task 400: Expanded INSIGHT Calculation Support.**

Following internal LPRBC discussions, TFG has been asked to support additional items listed in Table 1 from the original 4606_001 contract. NeDNR will continue to take the lead in developing required land use information and ground water depletion calculations (using the methodologies used in developing estimates for the first increment of the Basin Wide Management Plan). TFG will take the lead with the remaining items in Table 1 originally listed as being led by NeDNR.

2) **Task 500: INSIGHT Technical Team Coordination.**

TFG will coordinate collaboration between TFG and LPRBC technical teams involved with accomplishing all elements listed in Table 1. It is anticipated this will include approximately four meetings between the authorization of this Amendment and the end of August 2021. In addition, TFG will provide support to LPRBC technical teams communicating results of the analysis to stakeholders and members of the public including attending two Coalition Technical Committee meetings, contributing to a technical memorandum summarizing results of the analyses, and providing/formatting material required for presentations.

SCHEDULE

This section remains unchanged from Exhibit A.

COMPENSATION

The rates at which TFG will be compensated by the Coalition are set forth in Exhibit B – Price Schedule. Estimated costs for completing the services described in Exhibit A1 are \$79,900. The total contract amount for the services described in Exhibits A and A1 shall not exceed \$166,140 unless the parties agree to adjust the Agreement by written amendment signed by all parties.

2020

Lower Platte North Natural Resources District

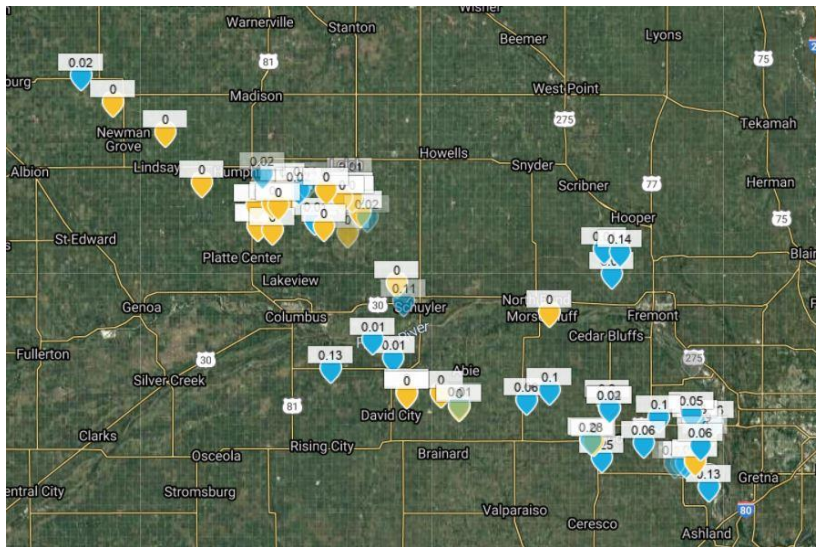
Lower Platte Basin River Plan Report

Introduction

Report period is from January 1, 2020 to December 31, 2020.

Water Quantity Activities

The District has been developing a network of wells and weather stations as shown by the map on the left. The wells have data loggers with remote read capabilities. The NRD has also set up 6 weather stations within each county.



These weather stations supply weather information along with ET rates and soil moisture. The NRD is in the process of making these sites accessible to the public. The NRD will

be utilizing the sites in the Special Quantity Areas for management during the pumping season.

Well Permits Issued

The Lower Platte North issued 29 new wells permits in 2020. There were 25 irrigation wells, which 17 were replacement: 1 commercial well, 2 municipal wells and 1 other.

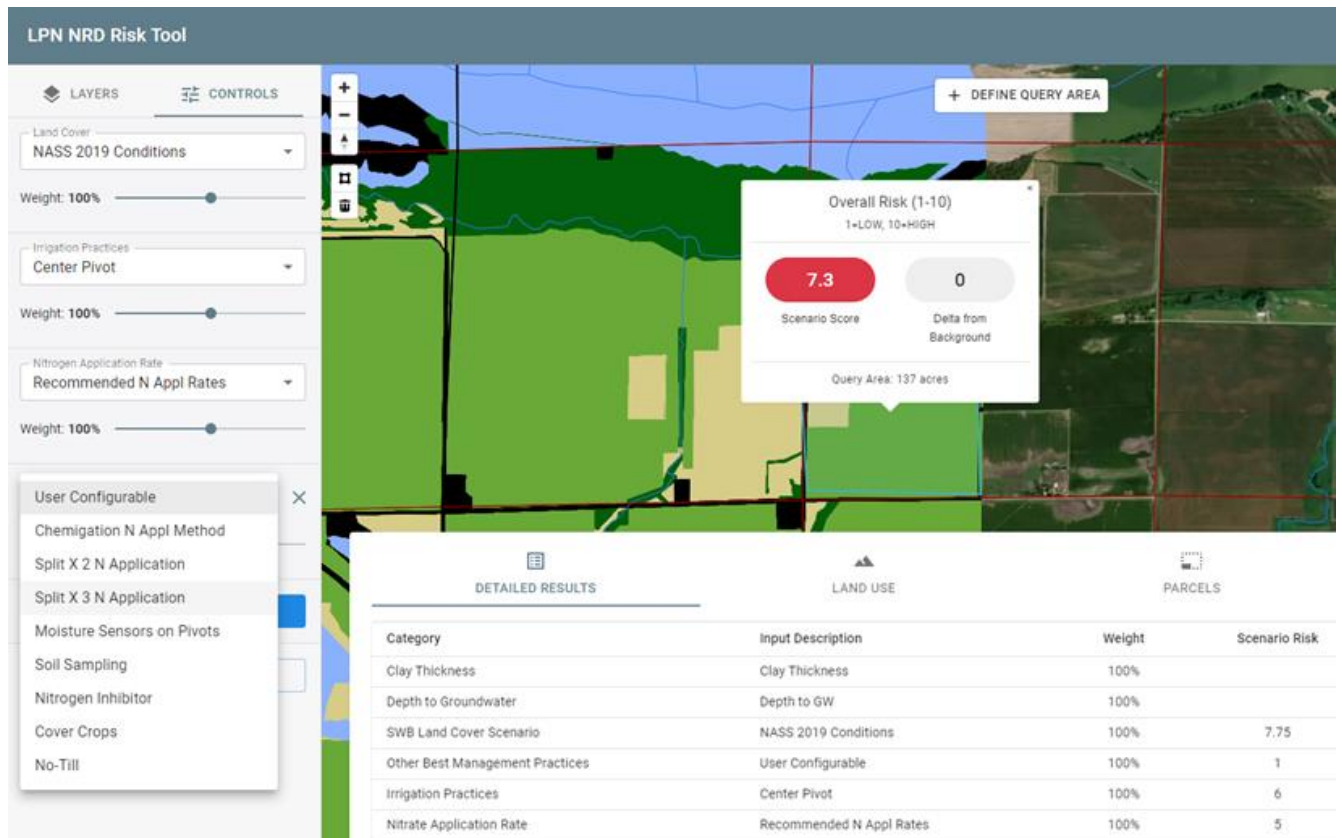
Water Use Information for Irrigation Wells

Total Number of Reports from Flow Meters – 1040 in 2020 compared to 824 in 2019. SQS#1 – 5.86 in/ac; 3-year average – 2.64 in/ac; SQS#2 – 5.75 in/ac, 3-year average – 2.31 in/ac 2.84

Other Meters within the District – 5.88 in/ac in 2020.

Water Quality Activities

The NRD is working with UNL on a vadose soil sampling study along with extra water sampling within the Nitrogen Management Areas. The NRD is utilizing AEM data and boreholes to develop a Risk Assessment Tool for NRD staff and producers to utilize. This tool (draft form shown below) will allow producers to select best management practices (BMPs) and show a risk value of the BMPs selected.



Water Demand Inventory

The District is in the fifth year for obtaining required water use reports for municipalities. Industrial and other high-capacity wells report voluntarily, unless drilled after 2012. Shown on the next couple of pages are water consumption from Municipal, Industrial, Livestock and Dewatering wells.

Municipal Water Uses

City	Total Gallons (2019)	Total Gallons (2020)
Ashland	134,735,000	166,488,000
Bellwood	15,416,000	17,608,000
Newman Grove	27,469,700	32,796,900
Lindsay	48,878,300	79,117,800
Platte Center	15,949,100	15,949,100
David City	148,980,601	212,853,406
Wahoo	192,080,000	236,719,180
Yutan	38,400,000	46,538,000
Mead	19,395,000	23,250,000
Fremont	3,886,792,000	4,185,726,000
North Bend	70,831,770	85,427,000
Schuyler	318,200,000	396,926,000
Cedar Bluffs	17,006,949	31,820,553
Prague	9,145,000	9,906,000
Weston	14,050,950	15,046,500
Malmo	4,116,972	4,056,880
Ithaca	4,163,000	7,378,000
Abie	2,765,500	2,397,700
Memphis	6,324,000	8,100,000
Bruno	2,050,000	
Colon	3,720,000	
Lincoln	5,121,734,000	5,174,138,440
MUD West	8,351,265,000	9,417,157,000
Morse Bluffs	3,329,000	6,127,000

Lower Platte North Rural Water Systems supplies drinking water to Bruno and Colon with David City and Wahoo supplying the water. The total water use is already shown under the respective communities for 2020.

Industrial Water Uses

Well Reg	2019 Total Water Use	2020 Total Water Use	
G-153440	366,400	503,070	Butler County Landfill Inc
G-171846	50,321,249.72	33,984,814.78	Western Sand and Gravel
G-177445	26,000,000	146,000	Western Sand and Gravel

Livestock Uses

The NRD is getting some initial numbers from the Poultry Operations. A couple of sites have dataloggers with remote reads.

Well Reg	2020 Total Water Use/Gallons	Size	Specific Use
G-152182	22,357,000	??	Cattle
G-189229	372,090	4 barns	Chickens
G-189230	157,390	4 barns	Chickens
G-185409	1,089,400.50	12 barns	Chickens
G-189228	372,090	4 barns	Chickens
G-189231	147,960	4 barns	Chickens

Dewatering Wells

These wells are located within the City of Fremont.

Well Reg	2019 Total Water Use/Gallons	2020 Reading Total Water Use/Gallons
G-181255	45,092,619	29,830,358
G-181192	80,532,353	74,748,630
G-0	3,495,125	10,201,225
G-181257	34,624,605	5,153,317

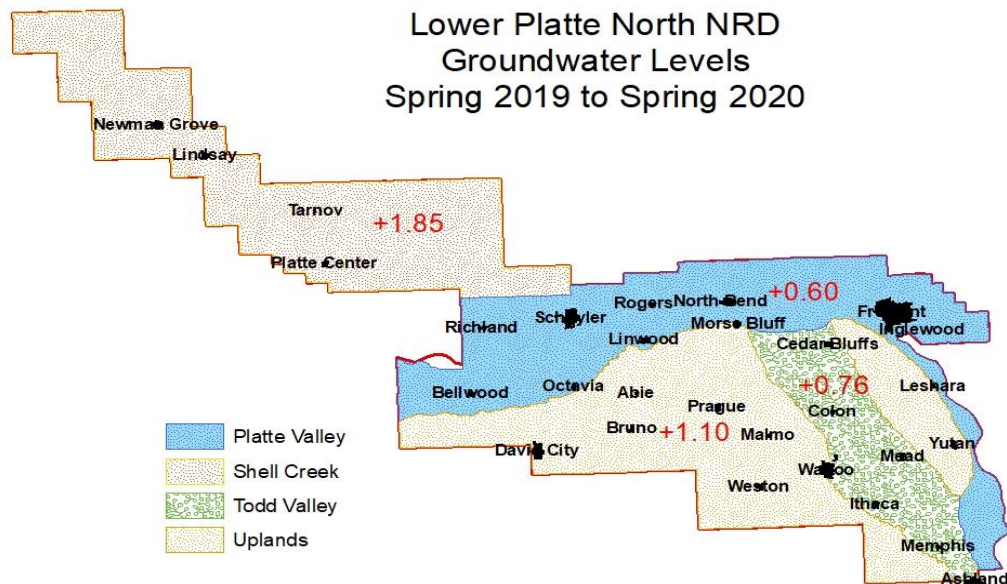
Public Outreach

The District continues to require Nitrogen/Irrigation Certification Districtwide. This year the emphasis has been on virtual classes and online testing. The goal for the upcoming year is to utilize the tools that are being developed in smaller group sessions. The District did get the online reporting site up and going with about 30% of the producers entering nitrogen and meter reports.

Water Supply Inventory

The District continues to collect static water levels districtwide with extra measurements taken in the water quantity and quality management areas. Water samples continue to be taken from the state network wells. All this information has been developed in a cloud base database for remote implementation.

Groundwater Levels 2019-2020 – As shown by the map, groundwater levels are continuing to rise from a low on most of the Groundwater Energy Level (GWEL) wells in 2012-13. Fall levels in 2020 did show a decline from Fall 2019.



Certified Acres

All Irrigated Acres			
County	Groundwater	Surface Water	Commingled
Boone	27,906.34	0.00	0.00
Butler	56,550.01	674.85	373.27
Colfax	53,201.31	238.65	1,003.33
Dodge	51,073.63	84.53	599.10
Madison	5,604.44	0.00	0.00
Platte	90,488.42	793.79	1,090.89
Saunders	102,519.07	2,504.37	2,050.97
Totals:	387,343.23	4,296.19	5,117.56
HCA Irrigated Acres			
County	Groundwater	Surface	Commingled
Boone	27,906.34	0.00	0.00
Butler	44,839.96	605.15	84.45
Colfax	46,337.73	202.35	1,003.33
Dodge	51,073.63	84.53	599.10
Madison	5,604.44	0.00	0.00
Platte	77,001.90	793.79	1,090.89
Saunders	78,278.52	2,432.48	1,819.39
Totals:	331,042.52	4,118.30	4,597.16
Non-HCA Irrigated Acres			
County	Groundwater	Surface Water	Commingled
Boone	0.00	0.00	0.00
Butler	11,710.05	69.70	288.82
Colfax	6,863.59	36.30	0.00
Dodge	0.00	0.00	0.00
Madison	0.00	0.00	0.00
Platte	13,486.52	0.00	0.00
Saunders	24,240.55	71.89	231.58
Totals:	56,300.70	177.89	520.40

VI. New Depletions and Groundwater Consumptive Uses 2020

Change ID	County	Township	Range	Direction	Section	Change Type	Change Date	Area	Wells	Use of irrigated acres	SDF	NIR feet	Acre Feet Depletion
LPN-V-020-0517	Saunders	17	6 E		31	expansion	10/12/2020	40	G-188797	Crop Production	0.67	0.75	6.03
LPN-V-020-0507	Saunders	15	8 E		15	new	10/12/2020	78		Crop Production	0.62	0.75	10.88
LPN-V-020-0504	Colfax	17	2 E		16	expansion	10/12/2020	13	G-029729	Crop Production	0.816	0.75	2.28
LPN-V-020-0505	Saunders	16	9 E		20	expansion	10/12/2020	35	G-055280	Crop Production	0.857	0.75	6.7
LPN-V-020-0502	Colfax	16	2 E		11	new	10/12/2020	38		Crop Production	0.62	0.75	5.3
LPN-V-020-0508	Platte	19	3 W		15	expansion	10/12/2020	10	G-061701	Crop Production	0.79	0.75	1.78
LPN-V-020-0503	Platte	20	4 W		18	new	10/12/2020	134		Crop Production	0.64	0.75	19.296
LPN-V-020-0516	Platte	18	1 E		24	expansion	10/12/2020	6	G-120056	Crop Production	0.96	0.75	1.296
LPN-V-020-0513	Saunders	16	7 E		10	expansion	10/12/2020	82	G-070922	Crop Production	0.64	0.75	11.8
LPN-V-020-0510	Boone	22	5 W		22	new	10/12/2020	135		Crop Production	0.39	0.75	11.85
LPN-V-020-0511	Dodge	17	7 E		3	new	10/12/2020	40		Crop Production	0.57	0.75	5.13
LPN-V-020-0506	Butler	17	4 E		33	expansion	10/12/2020	65	NEED TO C	Crop Production	0.8	0.75	11.7
LPN-V-020-0518	Madison	21	4 W		5	expansion	10/12/2020	65	G-183833	Crop Production	0.54	0.75	7.898
LPN-V-020-0514	Platte	20	3 W		24	new	10/12/2020	152		Crop Production	0.616	0.75	21.067
LPN-V-020-0512	Dodge	17	7 E		3	new	10/12/2020	55		Crop Production	0.57	0.75	7.05
LPN-V-020-0509	Boone	22	5 W		19	new	10/12/2020	120		Crop Production	0.43	0.75	11.61
LPN-V-020-0515	Boone	22	5 W		22	expansion	10/12/2020	43	G-125500	Crop Production	0.391	0.75	3.78
LPN-V-020-0519	Madison	21	4 W		18	expansion	11/9/2020	114	G-031923	Crop Production	0.697	0.75	17.878
LPN-V-013-0240	Butler	16	4 E		5	expansion	2/10/2020	68	G-158793,	Crop Production	0.631104	0.75	9.639
G-135474	Saunders	13	8 E		3	expansion	1/13/2020	50	G-135474	Crop Production	0.9	0.75	10.125
G-044537	Boone	22	5 W		23	expansion	1/13/2020	40	G-044537	Crop Production	0.396445	0.75	3.568
G-042995	Platte	18	1 W		8	expansion	3/9/2020	49.88	G-042995	Crop Production	0.695675	0.75	7.808
G-167076	Platte	19	1 W		33	expansion	3/9/2020	24.7	G-167076	Crop Production	0.46495	0.75	2.584
						Total Acres		1457.58					197.049



Quote Number: B191033
Date Created: 2021 Mar 31
Quote Expiration Date: 2021 May 01

Quote Prepared For:

Russell Oaklund
Lower Platte North Natural Resources District
PO Box 126
Wahoo, NE 68066
(402) 443-4675
roaklund@lpnrd.org

Prepared by: Darrin Honious
Cell Phone: +1 9374300183
Office Phone: (937) 767-7241
Email: darrin.honious@xylem.com

NOTICE:

The following pricing is proprietary and confidential information. Neither this document nor its contents may be revealed or disclosed to unauthorized persons or sent outside the institution without prior permission from Xylem Inc.

Proposal Summary

ProQuatro meter .cable, sensors and optional carrying cases

The following items have been grouped together.

#	Part Number	Description	List Price	Discount	Net Price	Qty	Ext. Price
1	606950	ProQuatro handheld sensors and probes/cables sold separately	\$1,140.00	5.00%	\$1,083.00	3	\$3,249.00
2	605790-1	Quatro cable - Dual ISE/DO/Cond/Temp 1-m for Pro Plus instruments, Includes Cond/Temp sensors, DO and ISE sensors sold separately	\$1,439.00	5.00%	\$1,367.05	3	\$4,101.15
3	605101	Model 1001 pH Sensor for ProSeries	\$184.00	5.00%	\$174.80	3	\$524.40
4	605203	Model 2003 Polarographic DO Sensor Kit for Pro Series (includes 5908 membrane kit, yellow cap)	\$194.00	5.00%	\$184.30	3	\$552.90
5	060906	3160 Conductivity Calibrator Solution 1413 umhos/cm, +/- 1%, 0.01 molar KCL, 8 ea pints	\$133.00	5.00%	\$126.35	1	\$126.35
6	603824	3824 pH Buffer, Assorted Case	\$85.00	5.00%	\$80.75	1	\$80.75
Subtotal							\$8,634.55

Additional Items

#	Part Number	Description	List Price	Discount	Net Price	Qty	Ext. Price
1	EstGrndShip	Ground shipping for continental US orders (estimate)	\$10.00	0.00%	\$10.00	1	\$10.00
Subtotal							\$10.00

Total List Price	\$9,099.00
- Total Line Item Discount	\$454.45
- Bottom Line Discount	0.00

Grand Total	\$8,644.55
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Terms	Net 30
FOB	Origin

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between parties.

YSI Inc., Payment Remittance Instructions
including Design Analysis Associates, EMS, MJK,
SI Analytical, Integrated Systems & Services and SonTek

Credit Card and Purchase Orders (reference or include quote B191033)

for YSI Incorporated

by Phone: (937) 767-7241 (Option 3)
by Email: orders@ysi.com
by Fax: (937) 767-1058
by Mail: YSI Incorporated
Attn: Order Entry
1725 Brannum Lane
Yellow Springs, OH 45387

- Please make PO out to YSI Incorporated at the address above (Xylem is the parent company and we do business as YSI Incorporated).
 - All purchase orders should be accompanied with a copy of this quote or clearly reference the quotation number.
 - All purchase orders should have a complete billing and complete shipping address on the purchase order.
 - For order acknowledgement please provide email address to send updates on order.
EMail_Address _____
 - Taxes and tariffs are additional and are not included in the above pricing unless explicitly stated as a line item.
 - Shipping charges are additional and are not included in the above pricing unless explicitly stated as a line item.
 - Tax Exempt customers must include their Tax ID on their purchase order. Proof of Tax Exemption status may be required.
 - Please notify orders@ysi.com if you plan to pay with a check without a PO or Credit Card.
-

Payment Remit Address for quote B191033

YSI Incorporated
Tax Identification # 31-0526418
DUNS 00-424-6716

by Check (Drawn on US Banks Only)
YSI Inc
26717 Network Place
Chicago, IL 60673-1267
Account Numb: 20000011127562
Account Name: YSI Inc.
by ACH (with Addenda Record), Wire or SWIFT
JPMorgan Chase Bank, N.A.
1 Chase Manhattan
New York, NY 10005
Wire Routing #: 021000021
ACH Routing #: 028000024
SWIFT BIC: CHASUS33

NOTE: Customer is responsible for all wire, banking and credit card processing fees. In order to avoid delays in payment processing, please ensure that the remittance advice includes the following:

- Invoice number
- Invoice date
- Invoice amount



Quote Number: B191033
Date Created: 2021 Mar 31
Quote Expiration Date: 2021 Apr 30

Quote Prepared For:

Russell Oaklund
Lower Platte North Natural Resources District
PO Box 126
Wahoo, NE 68066
(402) 443-4675
roaklund@lpnrd.org

Prepared by: Darrin Honious
Cell Phone: +1 9374300183
Office Phone: (937) 767-7241
Email: darrin.honious@xylem.com

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Proposal Summary

ProDSS meter, cable, sensors and optional carrying cases

The following items have been grouped together.

#	Part Number	Description	List Price	Qty	Ext. Price
1	626870-1	ProDSS Handheld, No GPS -includes a rechargeable lithium-ion battery (pre-installed), hand strap, USB cable for charging the ProDSS, universal AC charger, cable for connection to a USB memory stick, ProDSS quick start, and USB memory stick containing KorDSS software and digital copy of the comprehensive manual	\$1,683.00	1	\$1,683.00
2	626909-1	DSS-1 Meter 4 port Cable Assembly, No Depth -No sensors included, must order Conductivity/Temp separately -Sensor ports are universal -Maintenance kit included (3 port plugs, tube of Krytox, brush for conductivity probe, syringe for depth sensor, and sensor installation/removal tool)	\$1,796.00	1	\$1,796.00
3	626900	ProDSS Optical Dissolved Oxygen Sensor (accepts replacement sensor cap 626890)	\$1,000.00	1	\$1,000.00
4	626902	ProDSS Conductivity and Temperature Sensor	\$700.00	1	\$700.00
5	626903	ProDSS pH Sensor with Module	\$450.00	1	\$450.00
6	626945	Small Hard Sided Carrying Case 18 x 13 x 7 inches	\$279.00	1	\$279.00
7	603075	Model 3075 Carrying Case, Soft Sided	\$132.00	1	\$132.00
				Subtotal	\$6,040.00

ProQuatro meter .cable, sensors and optional carrying cases

The following items have been grouped together.

#	Part Number	Description	List Price	Qty	Ext. Price
1	606950	ProQuatro handheld sensors and probes/cables sold separately	\$1,140.00	1	\$1,140.00

#	Part Number	Description	List Price	Qty	Ext. Price
2	605790-1	Quatro cable - Dual ISE/DO/Cond/Temp 1-m for Pro Plus instruments, Includes Cond/Temp sensors, DO and ISE sensors sold seperatly	\$1,439.00	1	\$1,439.00
3	605101	Model 1001 pH Sensor for ProSeries	\$184.00	1	\$184.00
4	605203	Model 2003 Polarographic DO Sensor Kit for Pro Series (includes 5908 membrane kit, yellow cap)	\$194.00	1	\$194.00
5	603075	Model 3075 Carrying Case, Soft Sided	\$132.00	1	\$132.00
6	603074	Model 3074 Carrying Case, Hard Sided	\$308.00	1	\$308.00
Subtotal					\$3,397.00

Calibration standards for both meters

The following items have been grouped together.

#	Part Number	Description	List Price	Qty	Ext. Price
1	603824	3824 pH Buffer, Assorted Case	\$85.00	1	\$85.00
2	060906	3160 Conductivity Calibrator Solution 1413 umhos/cm, +/- 1%, 0.01 molar KCL, 8 ea pints	\$133.00	1	\$133.00
Subtotal					\$218.00

Grand Total	\$9,655.00
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Terms Net 30
FOB Origin

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between parties.

YSI Inc., Payment Remittance Instructions
including Design Analysis Associates, EMS, MJK,
SI Analytical, Integrated Systems & Services and SonTek

Credit Card and Purchase Orders (reference or include quote B191033)

for YSI Incorporated

by Phone: (937) 767-7241 (Option 3)
by Email: orders@ysi.com
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 - Please notify orders@ysi.com if you plan to pay with a check without a PO or Credit Card.
-

Payment Remit Address for quote B191033

YSI Incorporated
Tax Identification # 31-0526418
DUNS 00-424-6716

by Check (Drawn on US Banks Only)
YSI Inc
26717 Network Place
Chicago, IL 60673-1267
Account Numb: 20000011127562
Account Name: YSI Inc.
by ACH (with Addenda Record), Wire or SWIFT
JPMorgan Chase Bank, N.A.
1 Chase Manhattan
New York, NY 10005
Wire Routing #: 021000021
ACH Routing #: 028000024
SWIFT BIC: CHASUS33

NOTE: Customer is responsible for all wire, banking and credit card processing fees. In order to avoid delays in payment processing, please ensure that the remittance advice includes the following:

- Invoice number
- Invoice date
- Invoice amount



Be Right™

Quotation

Quote Number: 100650803v1

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: 29-Mar-2021

Quote Expiration: 28-May-2021

LOWER PLATTE NORTH NRD
PO BOX 126
WAHOO, NE 68066-0126

Name: Russell Oaklund
Phone: 402-443-4675
Email: roaklund@lpnrd.org

Customer Account Number : 157195

Sales Contact: Samantha Visan Email: svisan@hach.com Phone: 970-278-4917

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	
1	LEV015.53.21004	HQ2100 Portable Multi-Meter with Dissolved Oxygen Electrode, 1 m Cable	1	1,892.00	5%	1,797.40	
2	PHC20101	Intellical™ PHC201 Laboratory General Purposes Gel Filled pH Electrode, 1 m Cable. Standard lead time 3 days.	1	260.00	5%	247.00	
3	CDC40101	Intellical™ CDC401 Laboratory 4-Poles Graphite Conductivity Cell, 1 m Cable. Standard lead time 5 days.	1	458.00	5%	435.10	
4	2947600	Buffer Solution Kit, Color-coded, pH 4.01, pH 7.00 and pH 10.01, 500 mL	1	32.45	5%	30.83	
5	2756549	pH Electrode Storage Solution, 500 mL. Standard lead time 3 days.	1	40.79	5%	38.75	
6	C20C270	Conductivity Standard Solution, 1413 µS/cm, KCl, 500 mL. Standard lead time 10 days.	1	60.15	5%	57.14	
Subtotal						\$	2,606.22
Grand Total						\$	2,606.22

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: Samantha Visan
Title: Inside Sales
Phone: 970-278-4917
Email: svisan@hach.com



HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

Hach Service	Pick&Ship™	Technical Support
<p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk <p>www.hach.com/service-contracts</p>	<p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them <p>www.Hach.com/pickandship</p>	<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

- 1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
- 2 Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- 3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- 4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

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) acknowledgment 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) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement 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). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. 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, 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 setting 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. Buyer grants Hach 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. See [120](#) for further wire transfer requirements.

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. Buyer is 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 negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

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



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

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 to 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 AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's 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 all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

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/privacypolicy>.

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 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 uses. 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. 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. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

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. 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 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. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **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.

19. **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.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **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.**

22. **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.

23. **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.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *



Be Right™

Quotation

Quote Number: 100643349v1

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: 04-Mar-2021

Quote Expiration: 03-May-2021

LOWER PLATTE NORTH NRD
PO BOX 126
WAHOO, NE 68066-0126

Name: Russell Oaklund
Phone: 402-443-4675
Email: roaklund@lpnrd.org

Customer Account Number : 157195

Sales Contact: Samantha Visan Email: svisan@hach.com Phone: 970-278-4917

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price
1	LEV015.53.43001	HQ4300 Portable Multi-Meter with Gel pH, Conductivity, and Dissolved Oxygen Electrode, 1 m Cables	1	3,331.00	5%	3,164.45
2	2756549	pH Electrode Storage Solution, 500 mL. Standard lead time 3 days.	1	40.79	5%	38.75
Grand Total						\$ 3,203.20

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: Samantha Visan
Title: Inside Sales
Phone: 970-278-4917
Email: svisan@hach.com



HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance


2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

 Hach Service	Pick&Ship™	Technical Support
<p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk <p>www.hach.com/service-contracts</p>	<p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them <p>www.Hach.com/pickandship</p>	<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

- 1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
- 2 Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- 3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- 4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

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) acknowledgment 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) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement 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). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. 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, 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 setting 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. Buyer grants Hach 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. See [120](#) for further wire transfer requirements.

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. Buyer is 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 negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

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



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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 to 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 AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's 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 all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

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/privacypolicy>.

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 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 uses. 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. 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. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

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. 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 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. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach’s compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **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.

19. **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.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach’s Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **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.**

22. **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.

23. **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.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *

Order #	273579-00
Date	03/25/21
Customer #	64248
P.O. #	282514
Taken By	web2
Sales Rep	web2
Ship Point	GLOBAL TEST SUPPLY
Ship Via	
Method	PREPAID & CHARGE
Instructions	
Req. Date	03/25/21
Terms	NET 1 DAY Applies to approved accounts

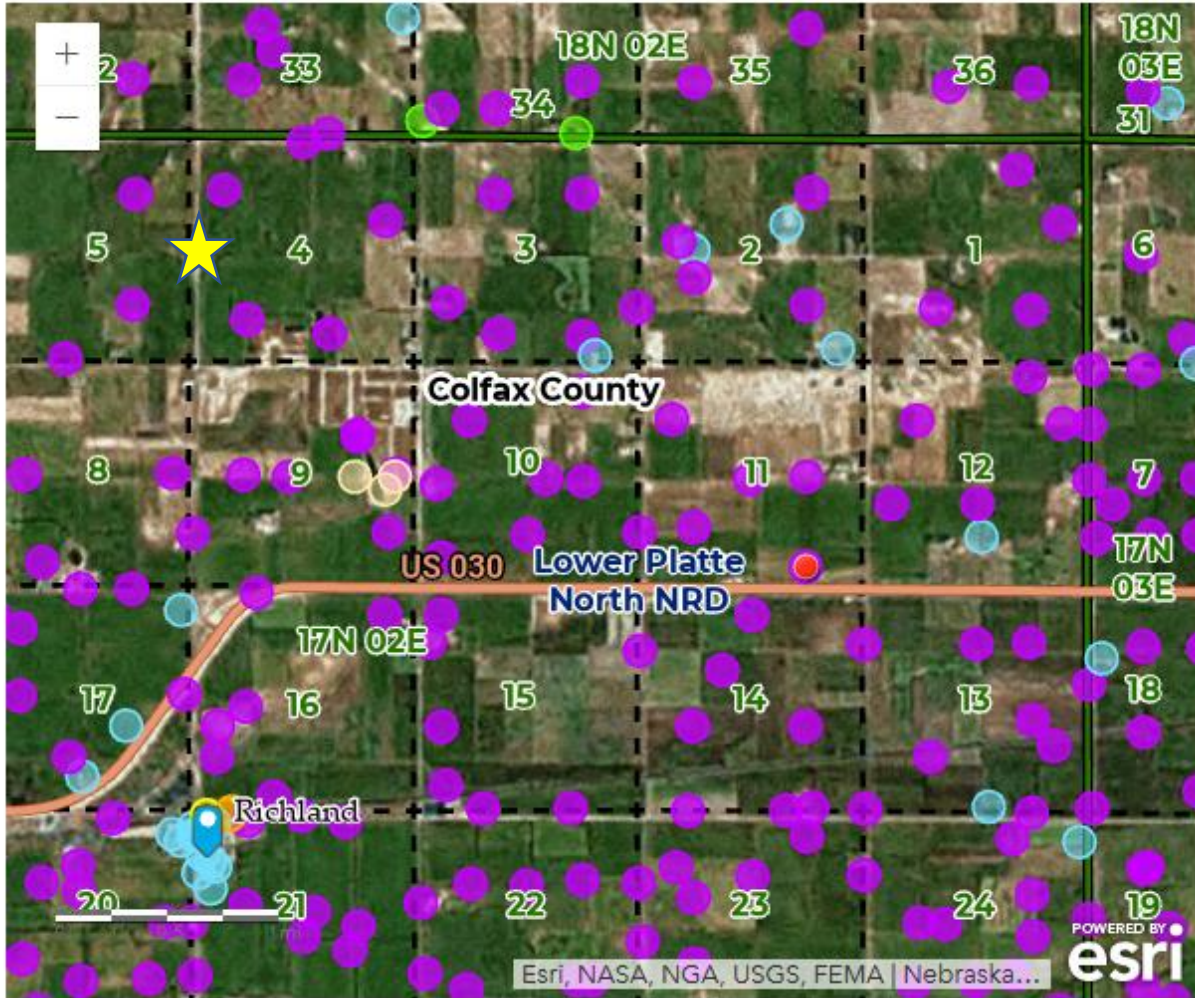
Bill To	www.GlobalTestSupply.com WEB
Attn:	RUSSELL OAKLUND RUSSELL OAKLUND 1814 NORTH LOCUST ST TEL: (402) 443-4675 WAHOO, NE 68066-1047 Tel:(910)442-2164
Ship To	

Correspondence To: *Sales*
GLOBAL TEST SUPPLY
312 RALEIGH ST
SUITE 9
WILMINGTON, NC 28412
Tel:(910)442-2164

Line	Product/ Description	Qty Order	Qty Ship/ Qty BO	Price Amount/ Unit	Discount %	Net Price	Amount (Net)
1	WD-35434-02 PH CONDUCTIVITY DISSOLVE OXYGEN MULTIPARAMETER	1.00	0.00 1.00	1099.31 EA	0.00	1099.31	1099.31
2	WD-35640-70 REPLACEMENT ELECTROLYTE POWDER	1.00	0.00 1.00	23.60 Ea	0.00	23.60	23.60
3	WD-35434-70 PH CONDUCTIVITY DISSOLVE OXYGEN MULTIPARAMETER	1.00	0.00 1.00	1887.60 Ea	0.00	1887.60	1887.60
3	Lines Total		Qty Shipped Total	0		Total Net Amount	3010.51 3010.51

Prices remain firm for a period of thirty days

17N 2E Northern [Richland-North] – Nitrate elevated (Stay away/upgradient from CAFOs)
Prelim target between Sections 4 & 5 on ½ mile Flat, ½ miles north of PWS well, & upgradient from CAFOs.

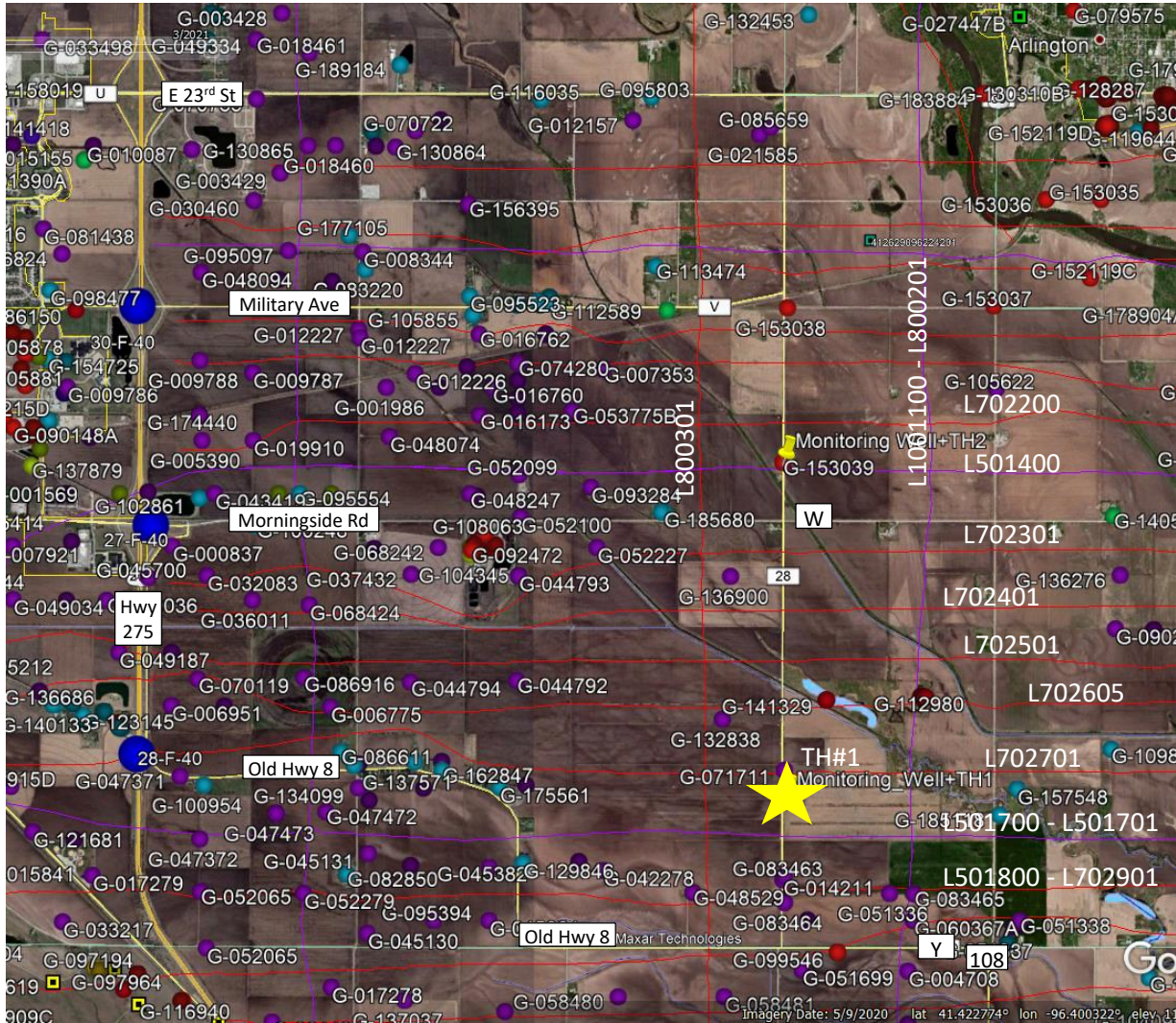


Lead: Sue

Timing: Late April-Warm & Dry 2-day period (after completion of LL test hole to the east)

Depth: Estimated 180 ft

17N 9E [Fremont-East] - (TH#1 South location) - TH#2 N is beside an Existing Dodge Co. 14 ft obs. well G-153038 is located, Brabec Property but Paul W. prefers TH #1 location (Papio would like to see more locations but this first TH will provide confirmation on Dakota, recommended screen intervals for a well cluster and info. for future poking around in the area). TH#1 is 800 ft S of a 60 ft deep irrigation well (property of Keith & Barbara K Hoffman 2750 S County Rd 28 Valley, NE 68064-5218).

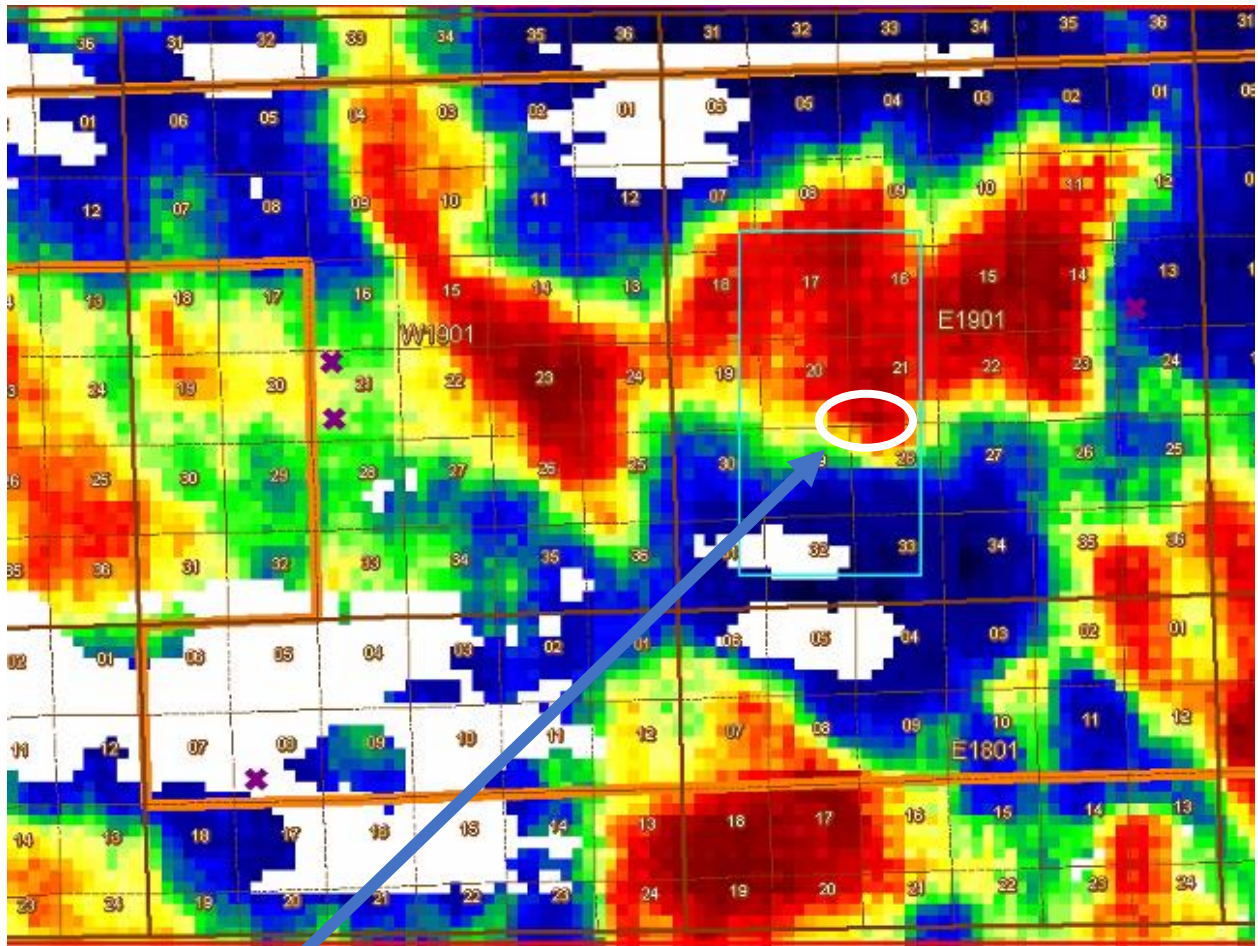


Lead: Katie

Timing: Late April to early May -Warm & Dry 3-day period (after completion Richland)

Depth: Estimated 320 ft (Base of Dakota-plus enough Paleozoic sediments to confirm)

SQS2 19N 1E



Target: Edge of deeper ~ E/W paleovalley aquifer & NOT close to high-capacity wells.
(confined therefore any adverse impacts from the pumping of all wells in this aquifer would impact here first—kinda an early warning.)

Lead: Jesse

Timing: Mid-September

Depth: Rough estimation 250 ft (+/- 50 ft)



Lower Platte North NRD

Producer Entry Site Modifications

February 9, 2021

Neil Johnson

CEO

njohnson@phoenixwebgroup.com

(w) 402.786.5111

Overview & Purpose

The LPNNRD would like to expand on their existing Producer Entry site in order to allow better communication between district personnel and producers. The proposed changes would allow producers to submit various information as it becomes available.

Other requested additions include modifications to the public Chemigation form, allowing producers to submit new chemigation applications, rather than just renewals. Accordingly, the LPNNRD would like to modify descriptions, instructions, and linked resources on the site.

In addition to this, changes are to be made to the private site, allowing more efficient entry around kits and more streamlined Chemigation Inspection assignment.

This document provides pricing for PWG to work with the LPNNRD to accomplish these goals.

Agreement Terms

By accepting this agreement, the customer will receive the following benefits in addition to deliverables enumerated within the Project Modules section.

Bug-Free Guarantee

Software bugs, discovered within 30 days following completion of the project, as confirmed by PWG, will be covered in full by this quote and fixed or corrected.

You Own the Code

PWG does not retain ownership of the solution developed for the customer. The customer is free to request a current copy of the source code at any time, and free to use it as they see fit. This is covered in greater detail the Software Development Agreement.

Continuing Support

When the solution has been deployed, the customer will be presented with options for continuing support of the product. In addition to continuing bug fixes, support plan options may include small changes, technical support, server monitoring/maintenance, and periodic reporting on key activities.

Change Requests

Changes to the scope, value, or deliverables in this agreement will be managed with a formal change request, to be signed off by both the customer and PWG. Either party may initiate a request.

Major Project Components

Producer Online Reporting Modifications

The LPNNRD would like to expand the existing Annual Fertilizer Reporting site to allow producers to save and return to partially-filled reports and apply for new chemigation permits online.

Annual Fertilizer Report (WQMA Report)

- The addition of the to save and edit partially-completed reports
 - The producer would have the ability to save and revisit a partially-completed form.
 - Partially-completed forms would be accessible from the dashboard, and the producer would have the ability to “finalize” a report
- The addition of resource links on the dashboard
- Updates to descriptions and instructions

Chemigations

- The ability to apply for a new chemigation permit
 - This change would include a partial rework of the private site’s approval process, giving LPNNRD staff more information and control over submitted applications
- Implementing additional redirection options once a permit application has been submitted
- Updates to descriptions and instructions

Private Site Modifications

In addition to the public site, the LPNNRD would like to make some modifications to their existing private site. These include:

- Consolidation of Chemigation Workflow Management (assigning tasks) with the “Mark for Inspection” button, allowing a user to simultaneously mark a chemigation for inspection and assign that inspection as a task
- The addition of a Fields CSV that can be used to determine which fields have not reported for the current year
- The addition of a new Chemigation Chemicals CSV
 - This would list the permits and all of their associated chemicals, as well as amounts
- The modification of the Kits “Well Reg” field to be an auto-complete
 - The following values will then be pulled from the Well information and displayed as read-only text:
 - Section
 - Township
 - Range
 - Aquifer Region
 - Management Area

Pricing & Terms

Total for Project – \$18,775

Payment Terms

An initial deposit of 50% will be due at signing. 50% of the amount will be invoiced upon project completion, when the project is deployed to production.

Project Timeline

The Project Manager will work with the customer to establish realistic expectations of project deadlines that meet customer needs.

Changes will be pushed to a beta environment for review on a weekly basis, with a final deployment in July. With this deployment, the LPNIRD will be notified of what changes were pushed out and will have two weeks to review them. Adjustments made after this review period may trigger an additional change order fee.

Phoenix Web Group

We're a group of engineering-minded individuals from all walks of life, brought together by our passion for creative problem solving. The inner math-and-puzzle-loving geek within each of us thrives on developing innovative solutions to tackle your toughest challenges. We feel fortunate that we can honestly say we love what we do, and it's what we'd be doing for fun anyway.

Beginning in 1987, when we made our start in the Equities and Agriculture verticals, we've expanded PWG to broad-range of industries including Commodities, Finance, Transportation, Telecommunications, Retail, Education, and more. Clients from the smallest start-ups to the largest Fortune 500 companies rely on our solutions to simplify their tasks and give them an edge on igniting their potential.

Notes

Work will begin upon receipt of first payment. Payment is due upon receipt of invoice; past due invoices will trigger the halt of work and are subject to interest.

The customer is responsible for paying applicable taxes in addition to the prices above.

This quote will expire after a time period of 30 days from the date printed on the cover sheet.



PWG SUPPORT PLAN, OPTIONS, and PRICING for LPNNRD

Overview & Purpose

Once a solution has been moved into Production, PWG typically offers a set of options for transitioning the relationships from active development to supporting the application and providing expert advice.

This document defines the terms we use when describing these agreements and presents three plan options made up of these terms.

	Platinum	Gold	Silver	No Plan
Annual Price	\$8,000	\$4,500	\$2,500	--
Call/Email (No Charge)	✓	✓	✓	✓
Periodic Server Maintenance	Monthly	Monthly	Quarterly	--
Maximum Initial Response Time	1 hour	4 hours	6 hours	2 days
Incidents Hours Per Month	15 hours	5 hours	3 hours	0
Additional Incident Price Per Hour	\$100	\$150	\$165	\$250
Bug Fixes Included	✓	✓	✓	Not included

Agreement Terms

Annual Price

The annual cost is defined for each tier. The support contract will begin on the 1st of the month following receipt of payment.

Call / Email (No Charge)

You will not be charged for a phone call unless you specifically request that we help diagnose a production issue. Support calls and emails will be addressed during business hours, Monday through Friday, 8:00 am – 4:30 pm Central Time. Support calls and emails must be addressed to the following:

PHONE: (402) 786-5111

EMAIL: nrdsupport@phoenixwebgroup.com

Maximum Initial Response Time

Upon receiving a request to help diagnose a production issue, this is the maximum amount of time that will pass before we make an initial review of the situation and inform you of preliminary findings OR notify you that a full diagnosis will require additional time. If a request is made after business hours, it will be addressed the following business day within the given time frame included in the plan.

Periodic Server Maintenance

PWG will monitor server performance continuously with automated tools. Once a month, the server will be logged into, reviewed, and software updates will be installed as necessary.

Incident Hours per month; Additional Incident Price Per Hour

Incident hours per month indicate the number of hours allocated to resolving production issues included in the plan. Requests over this limit will be priced per incident.

A support incident is defined as an isolated support/help issue and the reasonable effort needed to address it.

If a reported issue can be broken down into subordinate issues, each subordinate issue shall be considered a separate incident.

New additions, new features, or changes to the original, contracted product(s) or corrections to erroneous supplied data are NOT considered incidents.

Bug Fixes Included

An Incident that results in the discovery of a new software bug, as confirmed by PWG, will be covered by the diagnostic call price. This covers code-based issues only and does not include issues caused by incorrectly entered data.

Quote Terms

This quote will expire after a time period of 30 days from the date stated above.

Notes

Your current support plan expires on March 31, 2021. In order to avoid interruption of your current support plan and/or upgrade your support plan, this signed plan and payment are due on or before March 31, 2021.

The customer is responsible for paying applicable taxes in addition to the prices above.

Support Plan Options. Please select one of the following plans:

(Please initial your plan choice)

_____ **Platinum**

_____ **Gold**

_____ **Silver**

_____ **No Support Plan at this time**

LPNNRD Signature: _____

Title: _____

Date: _____

PWG Signature: _____

Title: _____

Date: _____

Well Permitting Policy for Fire Protection Wells

Approved 03/08/2021.

1. Fire Protection well is designed solely for the purpose for emergency use on fire suppression.
2. Fire Department has sole control for the use of the fire protection well.
3. LPNNRD shall require a water quality test from the well being drilled.
4. The well owner, landowner and tenant will allow the LPNNRD to measure the groundwater energy levels within the new well and add it to the LPNNRD GWEL network.
5. The well owner will install small diameter piping, placed in the gravel pack of the high capacity well, so LPNNRD can measure drawdown when the pump is operating and to measure the recovery rate.
6. In Restricted Development Area three test holes will be required to show the geology at and near the proposed well site. One test hole will be drilled at the proposed well site with the second and third test hole drilled approximately 300 feet from the proposed well site and spaced from each other. If a registered well with a well log exists within 1,000 feet of the proposed well site, then this well log maybe used to replace one of the required test holes.
7. A pump test must be performed for a minimum of 2 hours (this is probably a realistic number on fire protection wells) or until the flow stabilizes or slows down. This pump test will be conducted August thru November.
8. Minimum gallons per minute would be established per situation or request from fire department.
9. A dedicated monitoring well will need to be installed before pump test within 1000 feet with an automated data logger. Data will need to be submitted to LPNNRD after pump test.
10. A water level drop of no more than 10 percent of total water depth will be allowed during pump test at dedicated monitoring well.
11. Project will need to be complete, and all conditions met within 1 year after LPNNRD receives the application to obtain a well permit or permit application is null and void.
12. NRD staff will be allowed to be on-site during drilling of test holes and pump test.
13. After all conditions outlined are met the NRD Board will approve the permit application.
14. Upon approval of the fire protection well permit a required Operation and Maintenance (O&M) will be signed by LPNNRD, fire department and homeowner association and/or landowner.