



Notice of Special Meeting
Oceano Community Services District - Board of Directors Agenda
WEDNESDAY, FEBRUARY 14, 2024 – 5:00 P.M.
Oceano Community Services District Board Room
1655 Front Street Oceano, CA

All items on the agenda, including information items, may be deliberated. Any member of the public with an interest in one of these items should review the background material and request information on the possible action that could be taken.

The Oceano Community Services District strongly encourages your active participation in the public process, which is the cornerstone of democracy. All persons desiring to speak during any Public Comment period are asked to fill out a "Board Appearance Form" to submit to the Board Secretary prior to the start of the meeting. If you wish to speak to an item NOT on the agenda, you may do so during the "Public Comment On Matters Not on the Agenda" period. Each individual speaker is limited to a presentation time of THREE (3) minutes per item. The time limits allocated to speakers may change to facilitate the Board meeting better. Time limits may not be yielded to or shared with other speakers.

The purpose of the Board meeting is to conduct the business of the community in an effective and efficient manner. For the benefit of the community, the Oceano Community Services District asks that you follow the Board meeting guidelines while attending Board meetings and treat everyone with respect and dignity. This is done by following meeting guidelines set forth in State law and Board policy. Disruptive conduct is not tolerated, including but not limited to addressing the Board without first being recognized; interrupting speakers, Board members, or staff; continuing to speak after the allotted time has expired; failing to relinquish the podium when directed to do so; and repetitiously addressing the same subject.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. FLAG SALUTE**
- 4. AGENDA REVIEW**
- 5. PUBLIC COMMENT FOR ITEMS ON THE AGENDA**

This public comment period provides an opportunity for members of the public to address the Board on matters of interest within the jurisdiction of the District that are listed on the agenda. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.

6. CLOSED SESSION:

- A.** Conference with Real Property Negotiator (Gov. Code §54956.8) It is the intention of the Board to meet in closed session to have a conference with its Real Property Negotiators concerning the following: Property Descriptions: APN 062-271-023:024; 062-051-021; 022, 062-271-006, 062-271-026, 062-271-001; 003; 027, and 062-261-022; 080. Agency Negotiators: Oceano Community Services District, Paavo Ogren, President Varni, and Director Austin. Parties with whom Negotiating: County of San Luis Obispo. Instructions to County Negotiator: Price, Terms, and Conditions.
- B.** PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: General Manager
- C.** PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: District Legal Counsel
- D.** Conference with Legal Counsel-Liability Claims (Government Code §54956.9(d)(2),(e)(3))
 1. Claimant: R. Burke Construction; Agency claimed against: OCSD
 2. Claimant: R. Burke Construction; Agency claimed against: OCSD
- E.** Pursuant to Government Code 54956.9(a): Conference with legal counsel regarding Santa Maria Valley Water Conservation District v. City of Santa Maria, et al.,

7. ADJOURNMENT:

This agenda was prepared and posted pursuant to Government Code Section 54954.2. The agenda is posted at the Oceano Community Services District, 1655 Front Street, Oceano, CA. Agenda and reports can be accessed and downloaded from the Oceano Community Services District website at www.oceanocsd.org

ASSISTANCE FOR THE DISABLED If you are disabled in any way and need accommodation to participate in the Board meeting, please call the Clerk of the Board at (805) 481-6730 for assistance at least three (3) working days prior to the meeting so necessary arrangements can be made.

R. BURKE CORPORATION
P.O. BOX 957
SAN LUIS OBISPO, CA 93406-0957
PHONE (805) 543-8568 FAX (805) 543-2521
LICENSE No. 264193 – DIR REGISTRATION No. 1000007955

AN EQUAL OPPORTUNITY EMPLOYER

November 30,2023

Todd Bartolome, PE
Cannon
1050 Southwood Dr
San Luis Obispo, CA 93401

Re: Notice of Potential Claim #1

This is a Supplemental Potential Claim of Record for additional compensation submitted as required under the provisions of Section 14.3.1 of the Construction Contract and section 4.2 of the General Conditions.

The particular nature and circumstances of this potential claim are described in detail in the attached RFI #1 and the engineer's response Exhibit A. R. Burke Corporation believes the district was unclear as to the size, location and overall character of the Barracuda Hydrodynamic Separator.

Public Contract Code Section 1104 states that "No public entity, shall require a bidder to assume responsibility for the completeness and accuracy of architectural or engineering plans and Specifications."

Public Contract Code Section 10720 states that, "Before entering into any contract the trustee, shall cause to be prepared full, complete and accurate plans and specifications and estimate of cost, giving such directions as will enable any competent mechanic or other builder to carry them out.". We contend that the plans and specifications provided at bid time were not adequate to show the required depth, length or width of the excavation required, nor the size of the structure to be installed. When the engineers received the submittal information on the proposed Barracuda, they then issued the attached revised sheet 9 of the plans showing a much larger structure and relocating its placement in order for it to fit on the site.

Based on what we know today, R. Burke Corporation estimates an approximate \$70,000 in additional cost and 10 additional working days associated with excavation and installation caused by the change of in the character of the work. R. Burke Corporation will continue to track these additional costs and hours.



Robert E. Burke
President

R. Burke Corporation
Agenda Item 6D(1)

R. BURKE CORPORATION

865 CAPITOLIO WAY – P.O. BOX 957
SAN LUIS OBISPO, CA 93406-0957
PHONE (805) 543-8568 FAX (805) 543-2521
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AN EQUAL OPPORTUNITY EMPLOYER

I hereby certify under penalty of perjury under the laws of the State of California that I am a managing officer of R. Burke Corporation and that I have reviewed the Claim presented herewith on Contractor's behalf and that the following statements are true and correct.

(i) The facts alleged in or that form the basis for the Claim are true and accurate; and,

(ii) Contractor does not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any factor statement alleged in the Claim materially misleading; and,

(iii) Contractor has, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor or Sub-subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the Losses or damages suffered by Contractor were in fact suffered in the amounts and for the reasons alleged in the Claim; and,

(iv) Contractor has, with respect to any request for extension of time or claim of Delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor or Sub-subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,

(v) Contractor has not received payment from District for, nor has Contractor previously released District from, any portion of the Claim.

Signature:



Robert E. Burke
President
R. Burke Corporation
11/30/23

R. BURKE CORPORATION

P.O. BOX 957
SAN LUIS OBISPO, CA 93406-0957
PHONE (805) 543-8568 FAX (805) 543-2521
LICENSE NO. 264193 – DIR REGISTRATION NO. 1000007955

AN EQUAL OPPORTUNITY EMPLOYER

November 21, 2023

Todd Bartolome, PE
Cannon
1050 Southwood Dr
San Luis Obispo, CA 93401

**Re: OCSD Storm Water Capture & Groundwater
RFI 001-Barracuda Max S8 Separator Changes**

See attached change to Sheet 13 and approved Barracuda submittal.

Note 4 on page 9 of plans concerning the Barracuda states "... see Detail D3 page 4." This is the San Luis Obispo County Standard detail for manholes. It shows a 48" manhole with depth 10" below Invert. The call out for Note 4 has a rim elevation of 48.80 and an invert of 44.43. We bid on a 48" manhole at a depth of 5.2' per plans.

The Barracuda is not a standard manhole as called out in Note 4. The attached approved submittal shows an 8' manhole with a depth at 15.54'. This is 4' wider and 10.34' deeper than originally detailed. Our excavation will be approximately 17' deep vs 5' per plan. This will require shoring and alternate means and methods to excavate and install a manhole this deep.

How does the district intend to pay for the additional costs associated with this change in scope?

Possible additional costs associated with this RFI are dependent on the district's response.



John Overland, PM

R. Burke Corporation

RFI #01 Response

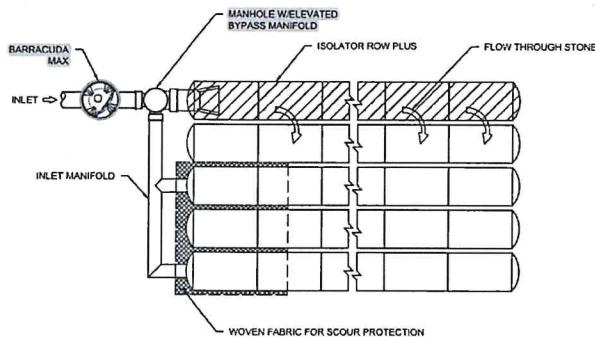
Question - Note 4 on page 9 of the plans concerning the Barracuda states "...see Detail D3 page 4." This is the San Luis Obispo County Standard detail for manholes. It shows a 48" manhole with depth 10" below invert.

Response – The note 4 referenced in the CONSTRUCTION NOTES on page 9 of the plans contains more information than what is presented in this RFI. Note 4 first references the Barracuda Max S8 Hydrodynamic Separator and to install per details on sheets 5 and 6. Note 5 then references the standard manhole that is downstream from the Barracuda.

CONSTRUCTION NOTES

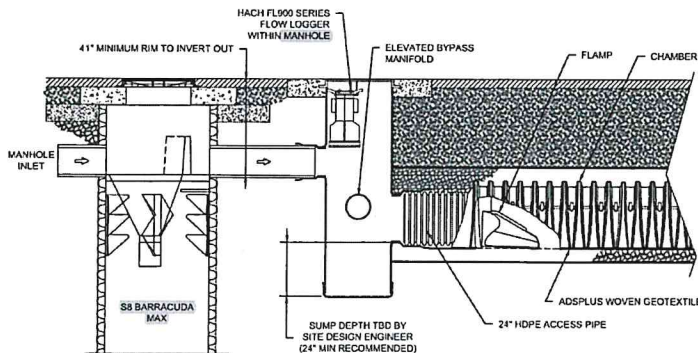
- 1 STORMTECH MC-7200 INFILTRATION CHAMBER GALLERY SYSTEM PER DETAILS ON SHEETS 5 AND 6, OR APPROVED EQUAL. INSTALL PER MANUFACTURER INSTRUCTIONS.
- 2 CURB INLET CATCH BASIN PER SLO COUNTY STD DRAWING D-2, SHEET 4. DETAIL WIDTH MODIFIED TO 6' AT INSIDE WALLS OF CATCH BASIN.
- 3 18" HDPE SMOOTH INNER WALL STORM DRAIN PIPE
- 4 BARRACUDA MAX S8 HYDRODYNAMIC SEPARATOR, OR APPROVED EQUAL. INSTALL PER DETAILS ON SHEETS 5 AND 6. MANHOLE PER SLO COUNTY STD DRAWING D-3, SHEET 4.
- 5 MANHOLE PER SLO COUNTY STD DRAWING D-3, SHEET 4. INSTALL HACH FL900 SERIES FLOW LOGGER PER MANUFACTURER INSTRUCTIONS, OR APPROVED EQUAL.

Sheet 6, detail 2 then shows the plan view for the Barracuda Max in relation to its location before the Manhole that distributes the flows to the Isolator Row and other chambers.



BARRACUDA MAX & ISOLATOR ROW PLUS SCHEMATIC
SHEET 9 N.T.S. 2

Sheet 6, detail 3 shows the Barracuda Max S8 in cross section where you can see that the relative depth of the S8 in comparison to the bottom of the Isolator Row foundation. This detail shows that the item referenced in Note 4 is not a standard manhole and the bottom is much deeper than the bottom of the elevation of the chambers.



BARRACUDA MAX & ISOLATOR ROW PLUS CROSS SECTION/PROFILE
SHEET 9 N.T.S. 3

Question - The call out for Note 4 has a rim elevation of 48.80 and an invert of 44.43. We bid on a 48" manhole at a depth of 5.2' per plans.

Response – The call outs for rim elevation and inverts are correct, but it is not clear how it was determined that the Barracuda was a standard manhole at a depth of 5.2'. In addition, the bid sheet confirms what is shown in the plans and that there is only 1 – 48" Manhole, and 1 – Barracuda Max S8 Hydrodynamic Separator on the project.

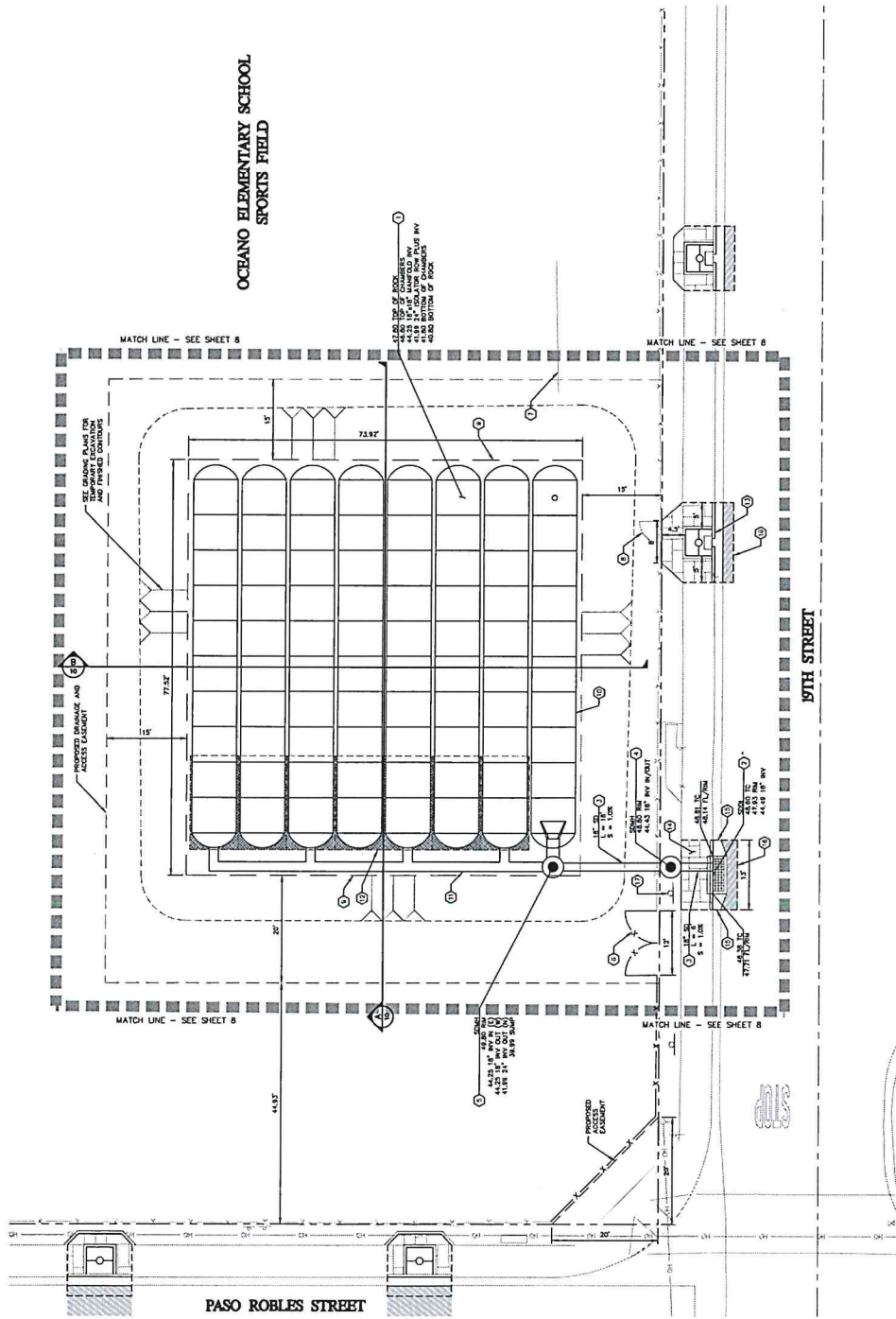
15	Barracuda Max S8 Hydrodynamic Separator	1	Each	\$60,000.00	\$60,000.00
16	48" Manhole	1	Each	\$17,000.00	\$17,000.00

Summary – Based on a review of the plans and the information provided in the RFI 01, the reviewer can find no basis for additional costs as there was no change in scope for the Barracuda Max S8 Separator.

Bid Sheet

GENERAL NOTES

1. ALL EXISTING UTILITIES AND MANHOLES SHALL BE ADJUSTED TO MATCH PROPOSED SERVICE.
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- CONSTRUCTION NOTES**
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 20. ALL EXISTING UTILITIES AND MANHOLES SHALL BE ADJUSTED TO MATCH PROPOSED SERVICE.



INfiltration GALLERY - PLAN VIEW
SCALE: 1" = 10'

OCEANO ELEMENTARY SCHOOL INFILTRATION & FRONTAGE IMPROVEMENTS		DATE: 03/13/2023	CA JOB NO.: 210534
DRAWN BY: AR	CHECKED BY:	SCALE: 1" = 10'	SHEET: 9 OF 20



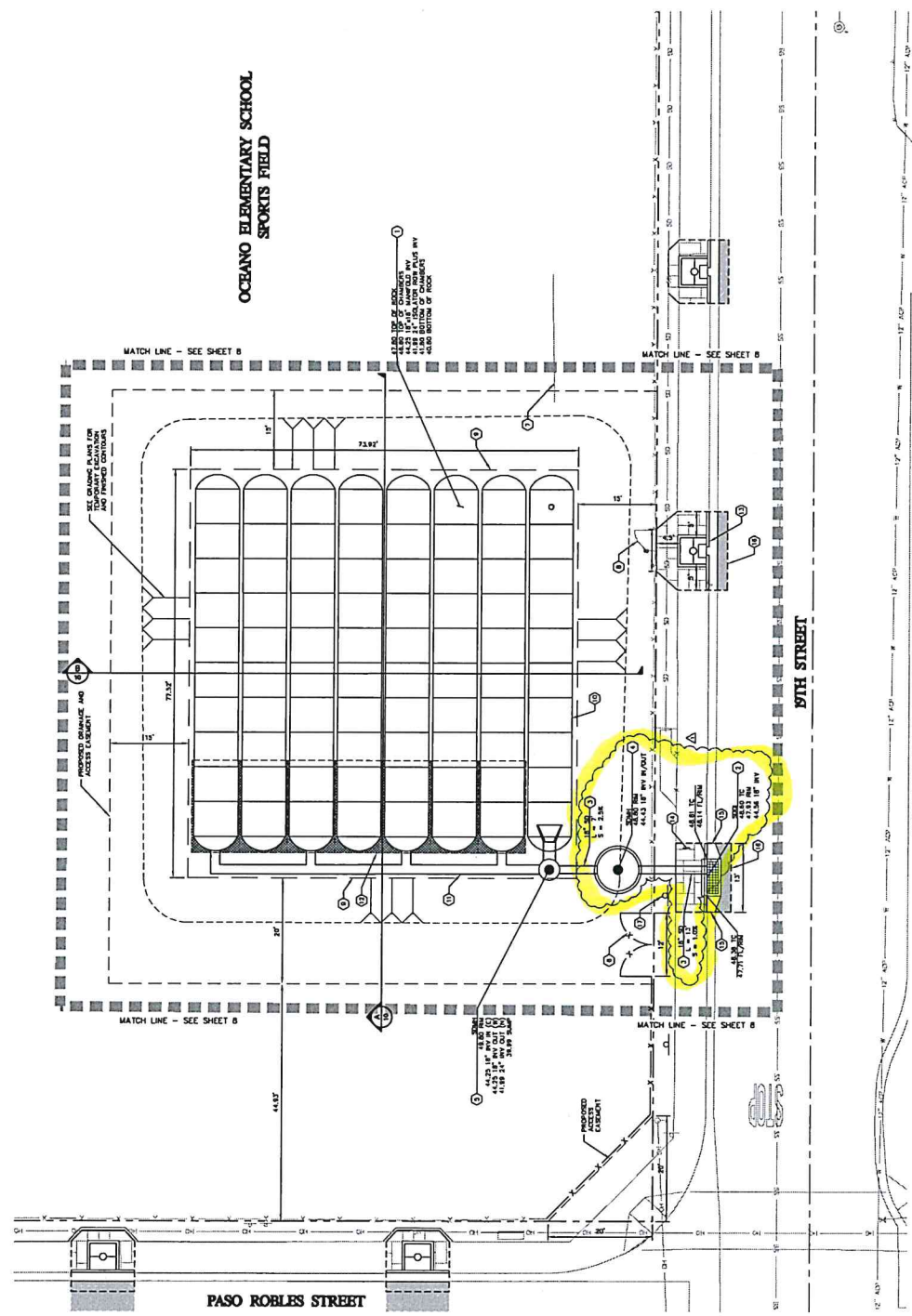
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Revised Sheet

GENERAL NOTES

1. ALL IMPROVEMENTS NOT CALLED OUT TO BE REMOVED, RELOCATED, OR RECONSTRUCTED SHALL REMAIN AND BE PROTECTED IN PLACE.
 2. EXISTING UTILITIES NOT SHOWN SHALL BE PROTECTED AND NOT TO BE REMOVED.
 3. INSTALL STORM OVERLAP CONSTRUCTION TO PREVENT OVERFLOWING AND STREET.
- CONSTRUCTION NOTES**
1. STATION MICRO-PURIFICATION CHAMBER GALLERY SYSTEM FOR INFILTRATION SHALL BE INSTALLED PER APPROVED EQUAL DRAINAGE MANUFACTURER INSTRUCTIONS.
 2. CURB SHALL BE 4" HIGH PER SLO COUNTY STD DRAWING D-2, SHEET 4, DETAIL WITH WALKERS TO 8" AT JOINTS HALLS OF CATCH BASIN.
 3. IF HOPE SMOOTH RIBBED WALL THIN WALL PIPE.
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OCEANO ELEMENTARY SCHOOL SPORTS FIELD



INFILTRATION GALLERY — PLAN VIEW
SCALE: SHEET 1-10'

OCEANO ELEMENTARY SCHOOL INFILTRATION & FRONTAGE IMPROVEMENTS		OCEANO, CA	
DATE	02/11/2023	CA JOB NO.	210534
DRAWN BY	AT	CHECKED BY	9 of 28
SCALE	1" = 10'	SHEET	9 of 28



REV. NO.	DATE	REVISION	DESIGNED BY	CHECKED BY	DATE	REV. NO.	DATE	BY
1	02/27/23	ISSUED FOR CONSTRUCTION						

R. BURKE CORPORATION
P.O. BOX 957
SAN LUIS OBISPO, CA 93406-0957
PHONE (805) 543-8568 FAX (805) 543-2521
LICENSE No. 264193 – DIR REGISTRATION No. 1000007955

AN EQUAL OPPORTUNITY EMPLOYER

December 27th, 2023

Todd Bartolome, PE
Cannon
1050 Southwood Dr
San Luis Obispo, CA 93401

Re: Follow up letter - Notice of Potential Claim #2

This letter is following up on our Notice of Potential Claim #2. After discussion between R. Burke Corporation, the Owners representative, and the Supplier of the HACH Flow Logger, Ponton Industries, Inc., to clarify which flow logger/sensors are required for this project, we have been provided with a new quote. This quote reflects updated product and attachments that were not originally stated in the contract documents.

Based on the revised product quote, R. Burke Corporation estimates a revised added cost to the contract of \$6,319.00 plus 15% contractor mark-up for a lump sum of \$7,266.85 and 0 additional working days associated with purchase and installation of the modified logger.

Please see attached quotes for HACH Flow Logger FL900 Series, original and revised.

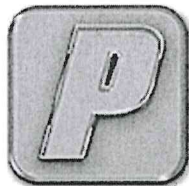
Also, please let us know how you want to proceed.

Thank you,



Robert E. Burke
President
R. Burke Corporation

OCSD



PONTON
INDUSTRIES, INC.
SINCE 1970

QUOTE#:PONQ57714

DATE: Oct 19, 2023

Your Local Representative for ...



~Featured Item~

22901 Savi Ranch Pkwy, Suite B
Yorba Linda, CA 92887
Tel: (714) 998-9073

Fax: (714) 998-9083
info@pontonind.com
www.pontonind.com

Sold to:
R Burke Corporation
Gabby Freeman
865 Capitolio Way
San Luis Obispo, CA 93401

Business Phone:
Direct Line:
Email: estimating@rburkecorporation.com

Why Warranty Plus? Lower your long-term costs, prolong the life of your product, and ensure consistent reporting. Partner with Hach for service to be confident that your instruments and operations are well maintained and functioning smoothly. Your Service Plus Extended Warranty includes a lot! Ask us!!

Quoted by	Est. Lead Time	F.O.B	Ship Via	Terms
Diane Blackburn	3-4 Weeks ARO	Factory	Best Way	

Project Name: Project ID:

ADDRESS PO TO: McCrometer, 3255 West Stetson Ave, Hemet, CA 92545

Line No	Product Details	Qty	Unit Price	Ext. Price
1.	KTO: FL901 LOGGER, W/US9001B VERIZON ACT FL901USB.97.VX FL901USB.97.VX Wireless Flow Logger. Verizon cellular plan with FSData Online subscription bundle required for each FL90x Logger (FSData-BNDLYRLY or FSData-BNDL-3YR). Subscription to Claros required for each customer account (CLAROS-YRLY or CLAROS-3YR).	1	\$ 7,376.00	\$ 7,376.00
2.	FSDATA Bundle FSDATA-BNDL-YRLY Includes annual cellular data plan and subscription to FSData software. Price per connected logger.	1	\$ 579.00	\$ 579.00
Sub Total				\$ 7,955.00
Tax				\$ 0.00
Adjustment				\$ 0.00
Grand Total				\$ 7,955.00

ADDRESS PO TO: McCrometer, 3255 West Stetson Ave, Hemet, CA 92545

Notes:

Terms and Conditions

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. law.

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.


Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate. Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage. Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

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.

 **WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov**

ADVANTAGES OF WORKING WITH HACH

<u>Technical Support</u>	<u>Pick&Ship™</u>	<u>Hach ServicePlus® Programs</u>
Provides post-sale instrumentation and application support ✓ 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! ✓ <input type="checkbox"/> Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com www.Hach.com	Pick&Ship™ Program offers a better way to keep your supplies in stock ✓ 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 www.Hach.com/pickandship	Instrument Protection and Service ✓ Savings of more than 20% versus a "pay as you go" approach ✓ Freedom from maintenance ✓ Worry-free compliance with Hach's certification ✓ Fixed maintenance budget for the entire year www.hach.com/service-contracts

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<u>Safe & Fast Delivery</u>	<u>Save Time – Less Hassle</u>	<u>Save Money</u>
✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ 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.	✓ 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				Pricing Effective 9/1/2018		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	\$84.24	\$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



PONTON
INDUSTRIES, INC.
SINCE 1970

22901 Savi Ranch Pkwy, Suite B
Yorba Linda, CA 92887
Tel: (714) 998-9073

Fax: (714) 998-9083
info@pontonind.com
www.pontonind.com

QUOTE#:PONQ58567

DATE: Dec 20, 2023

Your Local Representative for ...



~Featured Item~

Sold to:
R Burke Corporation
Gabby Freeman
865 Capitolio Way
San Luis Obispo, CA 93401

Business Phone:
Direct Line:
Email: estimating@rburkecorporation.com

Why Warranty Plus? Lower your long-term costs, prolong the life of your product, and ensure consistent reporting. Partner with Hach for service to be confident that your instruments and operations are well maintained and functioning smoothly. Your Service Plus Extended Warranty includes a lot! Ask us!!

Quoted by	Est. Lead Time	F.O.B	Ship Via	Terms
Diane Blackburn	3-4 Weeks ARO	Factory	Best Way	Net 30

Project Name: Project ID:

ADDRESS PO TO: McCrometer, 3255 West Stetson Ave, Hemet, CA 92545

Line No	Product Details	Qty	Unit Price	Ext. Price
1.	FL902 LOGGER FL902.97.XX	1	\$ 6,515.00	\$ 6,515.00
2.	CABLE ASSY, COMM, USB 8528300	1	\$ 204.00	\$ 204.00
3.	mc BRACKET, MOUNTING, FL90X 8543800	1	\$ 62.00	\$ 62.00
4.	AV9000 AREA VELOCITY ANALYZER MODULE 8531300	2	\$ 1,246.00	\$ 2,492.00
5.	Hach Sensor 77065-030 Non-oil filled with connector, 0 to 10 ft range, 30 ft cable	2	\$ 1,945.00	\$ 3,890.00
6.	RING,MOUNTING,18 IN. DIAMETER PIPE 1366	1	\$ 514.00	\$ 514.00
7.	RING,MOUNTING,24 IN. DIAMETER PIPE 1370	1	\$ 597.00	\$ 597.00
Sub Total				\$ 14,274.00
Tax				\$ 0.00
Adjustment				\$ 0.00
Grand Total				\$ 14,274.00

ADDRESS PO TO: McCrometer, 3255 West Stetson Ave, Hemet, CA 92545

Notes:

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<u>Technical Support</u>	<u>Pick&Ship™</u>	<u>Hach ServicePlus® Programs</u>
Provides post-sale instrumentation and application support ✓ 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! ✓ <input type="checkbox"/> Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com www.Hach.com	Pick&Ship™ Program offers a better way to keep your supplies in stock ✓ 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 www.Hach.com/pickandship	Instrument Protection and Service ✓ Savings of more than 20% versus a "pay as you go" approach ✓ Freedom from maintenance ✓ Worry-free compliance with Hach's certification ✓ Fixed maintenance budget for the entire year www.hach.com/service-contracts

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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 Reagent Delivery 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.

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) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) 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). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

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

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance, shipping, sales, use, inventory or equipment charges, import/export duties, special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges

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 ¶20 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

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 member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured 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. In the absence of such express licenses and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by 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 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

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 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 backup 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

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

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 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