	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 1 of 3 Partnership Number : HACH246082
	<b>Headquarters</b> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <b>Purchase Orders</b>	<b>WebSite:</b> <a href="http://www.hach.com">www.hach.com</a>




<b>Partnership Number :</b> HACH246082	<b>Quotation Date :</b> 29-JUL-14
<b>Hach Company Contact :</b> Cooper, Cindy A	<b>Expiration Date :</b> 27-SEP-14
<b>Customer Ref :</b> RENEWAL QUOTE	<b>Service Partnership Phone :</b>
<b>Customer Phone :</b> 518-237-4320	<b>Service Partnership Email :</b> Ccooper@hach.com
<b>Customer Fax :</b>	<b>Customer Contact :</b> DUFFEY, MIKE
	<b>Customer Email :</b> WFP@Cl.Cohoes.NY.US

**Bill-To Account # 014412**
**Ship-To Account # 014412**

<b>Customer Name</b> CITY OF COHOES	<b>Customer Name</b> CITY OF COHOES	<b>Payment Terms:</b> Net 30
<b>Address4</b> DEPT OF PUBLIC WORKS	<b>Address4</b> WTR FILTRATION PLANT	<b>Billing Method:</b> Annually
<b>Address1</b> 97 MOHAWK ST	<b>Address1</b> 319 VLIET BLVD	<b>Currency:</b> USD
<b>Address2</b> CITY HALL	<b>Address2</b>	
<b>Address3</b> CITY, STATE, POSTAL CODE	<b>Address3</b> CITY, STATE, POSTAL CODE	
COHOES-NY-12047-2897	COHOES-NY-12047	
<b>Province/Country</b> US	<b>Province/Country</b> US	

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	BSPPLUSDR3900	01-NOV-14	31-OCT-15	BenchPlus-DR3900 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable. db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1412025	\$785.00
1.1	LPV440.99.00012				
2	FSP2100N	01-NOV-14	31-OCT-15	Fld Svc-1V 2100N Turb	\$348.00
2.1	4700000			2100N LAB TURB, EPA 1821 ; 1110C028061	
3	FSPSC200	01-NOV-14	31-OCT-15	Fld Svc-1V SC200 Controller	\$450.00
3.1	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1110C0025377	
3.2	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1110C0025388	
4	FSP1720E	28-DEC-14	31-OCT-15	Fld Svc-4V 1720E Turb Sensor:	\$5,164.27

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 2 of 3 Partnership Number : HACH246082
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <i>Purchase Orders</i>	<i>WebSite:</i> <a href="http://www.hach.com">www.hach.com</a>

4.1	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 121208214692DUP1	
4.2	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 121208214693DUP1	
4.3	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 121208214694DUP1	
4.4	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 121208214704DUP1	
4.5	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 121208214705DUP1	
4.6	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 121208214706	
4.7	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 121208214709DUP1	
4.8	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 121208214712DUP1	
4.9	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 121208214691	
5	FSPSC200	28-DEC-14	31-OCT-15	Fld Svc-1V SC200 Controller:	\$569.59
	5.1	LXV404.99.01552		sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH ; 1211C0050657	
	5.2	LXV404.99.01552		sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH ; 1211C0060524	
	5.3	LXV404.99.01552		sc200 CONTROLLER, AC-DC,2DIG, MOD, HACH ; 1211C0060538	
6	HACH PM 4 VISIT	01-NOV-14	31-OCT-15	4 ON SITE VISITS	\$0.00
	6.1	FIELD CONTRACT SITE		Field Service Contract site visit ; HACH246082	

**Sub Total :** \$7,316.86  
**Tax:** \$0.00  
**Total :** \$7,316.86

**Partnership Notes :**


CONFIRMATION OF TYPE OF PAYMENT IS DUE AT THE TIME OF PARTNERSHIP ACTIVATION.

SEND CONFIRMING PURCHASE ORDER FOR ORDERS \$25,000 OR MORE TO MY EMAIL ADDRESS OR FAX NUMBER 970-669-2932.

FOR IMMEDIATE TECHNICAL ASSISTANCE, CONTACT OUR EXCLUSIVE PARTNERSHIP TECHNICAL SUPPORT GROUP AT 1-866-902-HACH (4224). PLEASE REFERENCE YOUR PARTNERSHIP AGREEMENT NUMBER WHEN CALLING IN.

TO SCHEDULE SERVICE PLEASE CONTACT FIELD SERVICE COORDINATOR, LESLIE VELASQUEZ AT: 1-800-227-4224, PRESS # AND THEN EXT. 6486.

THE DIVISION MANAGER FOR YOUR AREA IS KEN MEUSE AND HE CAN BE REACHED AT 1-800-227-4224, PRESS # AND THEN EXT. 2888

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 3 of 3 Partnership Number : HACH246082
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <i>Purchase Orders</i>	<i>WebSite:</i> <a href="http://www.hach.com">www.hach.com</a>

PLEASE CONTACT ME IF I CAN BE OF ANY FURTHER ASSISTANCE.  
HAVE A WONDERFUL DAY.

SINCERELY,  
CINDY COOPER  
COORDINATOR 3, FIELD ADMINISTRATOR  
ccooper@hach.com  
1-800-227-4224, press# and then ext. 6752

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](http://www.hach.com/terms). Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract

Customer Name : CITY OF COHOES

Customer P.O. Number : \_\_\_\_\_

Customer Reference Number : \_\_\_\_\_

**TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES**

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

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) 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.

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

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

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, 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](http://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.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

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

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

of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

**12. NONDISCLOSURE AND NON-USE OF PROPRIETARY INFORMATION:** "Proprietary Information" means any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, which Hach considers proprietary or Proprietary, including but not limited to Hach's 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 without Hach's prior written consent. All such Proprietary Information remains property of Hach. No right or license is granted hereby to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of Hach, except for the limited use licenses implied by law.

**13. CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or additions or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes, additions or improvements to Products ordered by Buyer unless specifically 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. 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. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion,

kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaherintegrity.com](http://www.danaherintegrity.com) for a copy of the SOC and for access to our Helpline portal.

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

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

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

**20. APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

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

\* \* \*



1720E

## Field Service Partnership

Your Hach **1720E** Field Service Partnership (FSP) provides all inclusive parts, four scheduled periodic, preventative maintenance visits performed by a Hach Field Service Technician. The FSP Partnership also includes all visits authorized by our Hach Technical Support Team. To contact your Hach Technical Support Team call the Special Priority toll free number, this is included with your Partnership documentation. Call technical support to trouble shoot your specific instrument. Please have your contract#, Model# & Serial# available when you call.

During the pre-scheduled site visits your Hach Field Service Technician will review and evaluate the following:

- Installation and connections (including initial evaluation of the network topography).
- User programmed parameters.
- All instrument alarm and warning conditions (internal to your Hach instrument).
- Instrument operating voltages.
- Calibration via StablCal/Formazin standards and/or calibration verification with ICE PIC™.

***In addition to the items above, your Hach Technician will:***

- Replace the lamp assembly, if necessary during each visit at no additional charge.
- Provide end user training on instrument operation and maintenance (Advance notice required).
- Provide Hach Field Service Report with complete documentation of service performed.
- Certificate of Instrument Performance for each instrument that successfully passes final testing.
- Perform limited instrument cleaning.
- Includes sending unit to the factory if unable to repair sensor in the field at no additional charge. This instrument will go to the head of the bench repair queue.
- Abuse or Acts of God not covered.



## sc200 Controller Field Service Partnership

Your Hach **sc200 Controller** Field Service Partnership (FSP) provides all inclusive parts, 1 scheduled periodic, preventative maintenance visit performed by a Hach Field Service Manager/Associate. The FSP Partnership also includes all visits authorized by our Hach Technical Support Team. To contact your Hach Technical Support Team call the Special Priority toll free number, this is included with your Partnership documentation. Call technical support to trouble shoot your specific instrument. Please have your contract#, Model# & Serial# available when you call.

During the pre-scheduled site visit your Hach Field Service Manager/Associate will review and evaluate the following:

- User programmed parameters
- All instrument alarm and warning conditions (internal to your Hach instrument)
- Instrument operating voltages

***In addition to the items above, your Hach Manager/Associate will:***

- Perform diagnostics and communication to sc200 controller sensors.
- Verify communication via installed communication cards and sensor modules
- Calibrate recorder outputs for each sensor installed on the sc200.
- Verify relay setup & operation
- Upgrade software to current software version.
- Provide end user training on instrument operation and maintenance (Advance notice required.)
- Provide Hach Field Service Report with complete documentation of service performed.
- Certificate of Instrument Performance for each instrument that successfully passes final testing.
- Includes sending unit to the factory if unable to repair controller in the field at no additional charge. This instrument will go to the head of the bench repair queue.
- Perform limited instrument cleaning.
- Abuse or Acts of God not covered.



**HACH**  
SERVICEPLUS  
CERTIFIED PROGRAMS  
DR3900  
BenchPlus Service Plan

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

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

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

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

***Verification of Instrument performance/Maintenance***

- Perform limited instrument cleaning
- Review and evaluate user programmed parameters
- Evaluate all instrument alarm and warning conditions (internal to your Hach instrument)
- Verify instrument operating voltages
- Replace Halogen lamp assembly if necessary (Note: UV lamp is not a PM item and will not be covered during initial evaluation)
- Verify software version and update as necessary

***Factory Repairs***

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

***Reporting/Certificate of Performance***

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

***Training***

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

\*Please see standard terms and conditions for limitations.



USE OF FACILITIES APPLICATION  
CITY OF COHOES  
CITY HALL, COHOES, NY 12047-2897

Today's Date: 8-12-14 Date(s) Requested: Sept 20, 2014

Facility Requested: Van Schaick Island pond

INFORMATION ABOUT YOUR GROUP

Name of Organization or Individual: Cohoes Rod & Gun Club

If not you, name of President or person in charge: Donna Langley / Joe Edick

Mailing Address: 40 Lincoln Ave

Telephone: (Day) <sup>518</sup> 235-2911 (Night) <sup>518</sup> 953-7006 E-mail: dlangley12047@yahoo.com

INFORMATION ABOUT YOUR INTENDED USE OF MUNICIPAL FACILITIES

Purpose of Use: fishing Contest

Total Participants Expected: Adults: 40 Children: 40

Residents (Number): 100 Non-Residents (Number): 0

Is material or equipment required from municipality? Yes \_\_\_ No  If needed, state what types and for what purpose: \_\_\_\_\_

Is an admission fee charged? Yes \_\_\_ No

If so, what will proceeds be used for? \_\_\_\_\_

Will food or beverage be sold or offered for free? Yes  No \_\_\_ (If yes, you likely need an Inspection by Albany County Department of Health)

Will goods, products, wares, or services be sold? Yes \_\_\_ No  (If yes, you will need to obtain a temporary or Special Events Vendor=s License)

If yes, describe what goods, products, wares, or services will be sold and what the proceeds will be used for None

### AGREEMENT

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the facilities. He/she, on behalf of (name of organization or person):

Cohoes Rod & Gun does hereby covenant and agree to defend, indemnify and hold harmless the City of Cohoes from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of City of Cohoes property, facilities and/or services by said organization or person named herein.

By: Donna Langley Address: 211 Central Ave  
Organization's Representative  
Name: Donna Langley Telephone Number: 518-953-7006  
Title: Treasurer

#### READ ATTACHED REQUIREMENTS AND RETURN APPLICATION TO:

Crystal Bariteau, Human Services Director, City of Cohoes, City Hall, 97 Mohawk Street, Cohoes, NY 12047. Telephone: 233-2116 E-mail: cbariteau@ci.cohoes.ny.us  
CITY OF COHOES FACILITY USE REQUIREMENTS

The use of all City facilities, including but not limited to Parks, shall be subject to the approval and rules of the City of Cohoes Board of Managers and/or Common Council as the case may be, and administered by the Human Services Director.

1. Organizations wishing to use municipal facilities shall first apply to the Human Services Director on the prescribed form. The Director shall submit the form to the Board of Managers, which has final authority on approval.
2. In the event of inclement weather, the Director has the final authority on whether facilities are usable.
3. Intoxicants shall not be brought onto municipal facilities at any time.
4. All posted rules must be adhered to.
5. Profanity, objectionable language, disorderly acts or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be ejected from the premises.
6. Any damage to municipal facilities shall be promptly repaired at the user's expense. No exceptions. If maintenance personnel are not available, make sure all doors are locked and lights are turned out when leaving.
7. Organizations using the facilities must clean-up afterwards.

**MASTERS & JOHN STREET, INC.**

3 Computer Drive, West  
Albany, New York 12205

Phone: (518) 458-7363

Fax: (518) 438-1604

email: mjsnewyork@nycap.rr.com

**FACSIMILE TRANSMISSION COVER SHEET**

**TO:** CHERYL **FROM:** LEO SPINELLI

CITY OF COHOES

**FAX No** 233-2155/237-0072 **DATE:** 08/14/14

**RE:** COHOES ROD & GUN CLUB, INC.

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET 2

**MEMO**

CHERYL:

ATTACHED IS THE CERTIFICATE OF INSURNACE YOU REQUESTED FROM THE ABOVE

INSURED.

SHOULD YOU HAVE ANY QUESTIONS PLEASE CALL.

THANK YOU,

LEO SPINELLI

If transmission is NOT complete, please call (518) 458-7363 for assistance.

Client#: 33281

COHOERODGU

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
08/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cool Insuring Agency Inc PO Box 2153 Glens Falls, NY 12801	<b>CONTACT NAME:</b>
	<b>PHONE (A/C, No, Ext):</b> 518 793-5133 <b>FAX (A/C, No):</b> 518 783-8754 <b>EMAIL ADDRESS:</b>
<b>INSURED</b> Cohoes Rod & Gun Club, Inc. 40 Lincoln Avenue Cohoes, NY 12047	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Philadelphia Indemnity Insuranc      18058
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>


**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		PHPK1158449	04/19/2014	04/19/2015	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COM/P/OF AGG \$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATL TORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**RE: Fishing Contest**  
 Certificate Holder is named as Additional Insured but only with the respect to its liability arising out of the activities of the Named Insured on a primary & non contributory basis.

<b>CERTIFICATE HOLDER</b> City of Cohoes 97 Mohawk Street Cohoes, NY 12047	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

USE OF FACILITIES APPLICATION  
CITY OF COHOES  
CITY HALL, COHOES, NY 12047-2897

Today's Date: 8/11/2014 Date(s) Requested: Sundays 8/17 through 10/26/2014

Facility Requested: Cohoes Middle School softball field

INFORMATION ABOUT YOUR GROUP

Name of Organization or Individual: Latham Lassies Softball

If not you, name of President or person in charge: \_\_\_\_\_

Mailing Address: 7 Edgewater Ct. Watervliet NY 12189

Telephone: (Day) 518-365-1559 (Night) \_\_\_\_\_ E-mail: Lou@imperialsystems.net

INFORMATION ABOUT YOUR INTENDED USE OF MUNICIPAL FACILITIES

Purpose of Use: girls softball practice

Total Participants Expected: Adults: 3 Children: 11

Residents (Number): 4 Non-Residents (Number): 10

Is material or equipment required from municipality? Yes \_\_\_ No X If needed, state what types and for what purpose: \_\_\_\_\_

Is an admission fee charged? Yes \_\_\_ No X

If so, what will proceeds be used for? \_\_\_\_\_

Will food or beverage be sold or offered for free? Yes \_\_\_ No X (If yes, you likely need an inspection by Albany County Department of Health)

Will goods, products, wares, or services be sold? Yes \_\_\_ No X (If yes, you will need to obtain a temporary or Special Events Vendor's License)

If yes, describe what goods, products, wares, or services will be sold and what the proceeds will be used for \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### AGREEMENT

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the facilities. He/she, on behalf of (name of organization or person):

Latham Lassies Softball does hereby covenant and agree to defend, indemnify and hold harmless the City of Cohoes from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of City of Cohoes property, facilities and/or services by said organization or person named herein.

By: 

Address: 7 Edgewater Ct.

Organization's Representative

Name: Louis T. Foro

Telephone Number: 518-365-1559

Title: \_\_\_\_\_

#### READ ATTACHED REQUIREMENTS AND RETURN APPLICATION TO:

Danielle A. Milliken Human Services Director, City of Cohoes, City Hall, 97 Mohawk Street, Cohoes, NY 12047. Telephone: 233-2116 E-mail: [dmilliken@ci.cohoes.ny.us](mailto:dmilliken@ci.cohoes.ny.us)  
CITY OF COHOES FACILITY USE REQUIREMENTS

The use of all City facilities, including but not limited to Parks, shall be subject to the approval and rules of the City of Cohoes Board of Managers and/or Common Council as the case may be, and administered by the Human Services Director.

1. Organizations wishing to use municipal facilities shall first apply to the Human Services Director on the prescribed form. The Director shall submit the form to the Board of Managers, which has final authority on approval.
2. In the event of inclement weather, the Director has the final authority on whether facilities are usable.
3. Intoxicants shall not be brought onto municipal facilities at any time.
4. All posted rules must be adhered to.
5. Profanity, objectionable language, disorderly acts or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be ejected from the premises.
6. Any damage to municipal facilities shall be promptly repaired at the user's expense. No exceptions. If maintenance personnel are not available, make sure all doors are locked and lights are turned out when leaving.
7. Organizations using the facilities must clean-up afterwards.

8. Permits may be revoked at any time.
9. Any organization with youth under 18 years of age requires the presence of adequate adult supervision at all times.
10. The fee for use is set by the Board of Managers and is dependant upon the facilities used, and size and type of event. The fee is payable before use begins.
11. The appropriate authority must be contacted in the event of an emergency.
12. When required, users must provide the following insurance prior to using facilities.  
**FAILURE TO DO SO PRIOR TO USE WILL RESULT IN REVOCATION OF YOUR PERMIT:**

Commercial Users:

- A. The user hereby agrees to effectuate the naming of the City of Cohoes as an unrestricted additional insured "ON A PRIMARY NON-CONTRIBUTORY BASIS" on the user's policy.
- B. The policy naming the City of Cohoes as an additional insured shall:
  - ! be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
  - ! state that the organization's coverage shall be primary coverage for the City of Cohoes, its officers, employees, and volunteers; and
  - ! additional insured status shall be provided with ISO endorsement CG 2026 or its equivalent.
- C. The user agrees to indemnify the City of Cohoes for any applicable deductibles.
- E. Required Insurance:
  - ! Commercial General Liability Insurance
  - ! \$1,000,000 per occurrence/ \$2,000,000 aggregate.
  - ! a Certificate of Workers' Compensation, Form C105.2, or its equivalent, and a Certificate of Disability Insurance, Form DB-120, shall be provided.
- F. User acknowledges that failure to obtain such insurance on behalf of the City of Cohoes constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City of Cohoes. The user is to provide the City of Cohoes with a certificate of insurance, evidencing the above requirements have been met. The failure of the City of Cohoes to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the City of Cohoes.

Individuals:

- ! Homeowners Insurance
  - ! Section Two - Liability: \$100,000 limit of liability. Policy shall not exclude the off-premises activities of the insured.
13. In the event of an accident that is not an emergency, please notify the custodian on duty, or call the Human Services Director the morning of the next business day.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b>	
<b>Bollinger, Inc.</b> 101 JFK Parkway Short Hills, NJ 07078-5000		<b>PHONE (A/C, No. Ext):</b> 800-446-5311	<b>FAX (A/C, No.):</b> 973-921-2876
		<b>E-MAIL ADDRESS:</b>	
		<b>PRODUCER CUSTOMER ID #:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	<b>REGISTERED TEAMS OF THE AMATEUR SOFTBALL ASSOCIATION OF AMERICA</b>	<b>INSURER A:</b> MARKEL INSURANCE COMPANY	<b>38970</b>
<b>Latham Lassles SB LG</b> Elizabeth Chase, Treasurer P. O. Box 105 Latham, NY 12189		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	


**COVERAGES** **CERTIFICATE NUMBER: 48592** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	X		3602AH230069-13	*SEE ATTACHED	01/01/15	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person)	\$10,000**
	<input checked="" type="checkbox"/> Incl. Participants			**Non-participants only			PERSONAL & ADV INJURY	\$2,000,000
	GEN'L. AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE APPLIES PER TEAM			GENERAL AGGREGATE	\$5,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE						AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						WC STATUTORY LIMITS	OTHER
	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>						E.L. EACH ACCIDENT	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N		N/A				E.L. DISEASE - EA EMPLOYEE	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COVERAGE UNDER THIS POLICY SHALL APPLY TO LIABILITY OF THE INSURED TEAM/LEAGUE ON THE ATTACHED LISTING ARISING OUT OF THE ADMINISTRATION, PLAY OR PRACTICE OF AMATEUR SOFTBALL/BASEBALL, BUT ONLY FOR INCIDENTS INVOLVING BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE. THE CERTIFICATE HOLDER BELOW IS NAMED AS AN ADDITIONAL INSURED TO THIS POLICY. THERE IS NO ACCIDENT INSURANCE FOR PARTICIPANTS UNDER THIS PLAN.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Cohoes	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CITY OF COHOES

Engineering Department

## CHANGE ORDER # 1

Project Location: Library	Project No: Library Boiler Replacement Project
---------------------------	--

Property Owner: City of Cohoes

Address: Canvass Street

Contractor: EMCOR Services

This Change Order amends our Construction Contract dated August 07, 2014 for Library Boiler Replacement at the project location listed above according to the proposal submitted by the contractor (attached). The contract price will be adjusted as detailed below subject to approval by the Board of Managers. All other terms and conditions of the Construction Contract remain unchanged.

Item #	Description of Changes	Contract Price
Air Handling Unit and Ductwork servicing	Service on the Air Handling Unit, try to determine the cause of inadequate air flow in the eastern sections of the ductwork. This includes cutting in access ports and utilizing a camera if necessary	\$3260.00

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

City of Cohoes: \_\_\_\_\_ Date: \_\_\_\_\_

After review of the proposed Change Order and completion of the attached financing computations, I recommend approval of the funding adjustment detailed below.

**City Engineer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

<b>Change Order Adjustment</b>	
<b>1. Contract Price</b>	<b>\$44,798.00</b>
<b>2. Previous Change Orders</b>	<b>\$ 0</b>
<b>3. Amount of this Change Order</b>	<b>\$3260.00</b>
<b>4. New Contract Price</b>	<b>\$48,058.00</b>



**EMCOR Services Tri-Tech**  
4 Airport Park Boulevard  
Latham, NY 12110  
Phone: 518.782.5011  
Fax: 518-782-5013  
www.3techinc.com

August 11, 2014

Mr. Gary Nathan, P.E.  
City of Cohoes  
97 Mohawk Street  
Cohoes, NY 12047

**Reference: Evaluate air flow concerns with AHU #1**  
**Location: Public Library @ 169 Mohawk Street**  
**Quote# Q75149449883**

Dear Gary:

EMCOR Services Tri-Tech is pleased to quote the following labor and materials for the above referenced project.

**Our proposed scope of work to include:**

- Perform basic PM service on AHU #1
- Replace air filters with the filters on site
- Evaluate CFM coming from supply diffusers
- Utilize camera if needed to help determine if any restrictions are present
- Cut in access ports in main supply trunk if needed
- Provide a detailed report of our findings

**Note: If we find air balancing is needed, this will be considered extra and a separate quote will be provided.**

**Our quoted price for this repair service is...\$3,260.00, which excludes NY State sales tax.**

**Exclusions and Clarifications:**

- Permit cost excluded
- No overtime
- This proposal is based on work being performed during normal work hours:  
Monday –Friday 7:00a.m.–3:30p.m.

August 11, 2014  
Mr. Gary Nathan, P.E.  
City of Cohoes  
Page 2 of 3

EMCOR Services Tri-Tech's price is valid for thirty (30) days from the date of this proposal. However, due to the volatility in the commodities market, such as copper, steel, wiring, etc., some materials items will be subject to re-pricing on the day of acceptance.

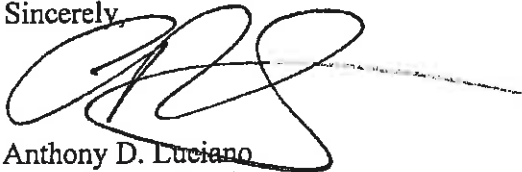
Terms and Conditions:  
Our standard terms and conditions are printed below this letter.

This will be invoiced on an "in progress" basis and is payable within 30 days after invoicing.

To begin this work, please sign the acceptance line below and either fax or mail this letter back to us.

Thank you for the opportunity to present our services. We look forward to working with you on this project and any of your future needs. Should you have any questions, please call.

Sincerely,



Anthony D. Luciano  
Inside Service/Project Sales

**ACCEPTANCE / AUTHORIZATION TO PROCEED**

- Authorized Signature: \_\_\_\_\_
- Printed Name: \_\_\_\_\_
- Title: \_\_\_\_\_
- Date: \_\_\_\_\_
- Purchase Order #: \_\_\_\_\_

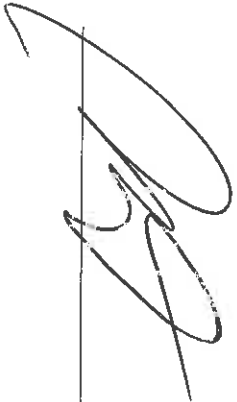
August 11, 2014  
Mr. Gary Nathan, P.E.  
City of Cohoes  
Page 3 of 3

**Terms and Conditions  
Service Projects & Installations**

1. Services provided under this agreement will be performed during normal working hours.
2. The guarantees and services provided under the scope of this agreement are conditioned upon customer properly operating and maintaining systems / equipment. Customer will do so according to industry-accepted practices and in consideration of New England Mechanical Services, Inc., d/b/a EMCOR Services Tri-Tech (hereinafter, Tri-Tech) recommendations.
3. Customer will provide and permit reasonable means of access to all equipment. Tri-Tech will be allowed to start and stop equipment as necessary to perform its services.
4. Customer agrees to pay invoices within thirty (30) days of receipt. Any fees, payments, reimbursements or credits owing to either party pursuant to this Agreement not paid when due shall accrue simple interest at the rate of one and one-half percent (1-1/2%) per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed. Tri-Tech reserves the right to terminate and/or suspend work under this agreement without prior notice should payment become more than ten (10) days past due.
5. At its prevailing rates or at negotiated lump sum prices, Tri-Tech will perform work not covered by this agreement. This shall include responding to abnormal conditions for systems and equipment not covered by this agreement, change in scope of work and/or undeclared or hidden conditions. Repairs or replacements necessitated by reason of customer negligence or misuse are not included.
6. In the unlikely event of failure to perform its obligations, Tri-Tech's liability is limited to repair or replacement at its option and such shall be customer's sole remedy. Under no circumstances will Tri-Tech be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of customer's tenants or clients, or any special, indirect or consequential damages.
7. The Agreement does not include responsibility for system design deficiencies, such as, but not limited to, poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, and equipment beyond its serviceable life.
8. Tri-Tech will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riot, acts of God, or any cause beyond our reasonable control.
9. Work necessitated by present or future requirements by government or insurance laws and or requests is not included.
10. Only Tri-Tech's personnel or agent are authorized to perform the work included in the scope of this Agreement. Tri-Tech may, at its option, cancel this Agreement should non-authorized individuals perform such work.
11. In the event Tri-Tech must commence a legal action in order to enforce any rights under this contract, Tri-Tech shall be entitled to reasonable collection fees or all court costs and reasonable attorney's fees.
12. In addition to the prices quoted, customer shall be responsible for all taxes applicable to the services and / or material provided here under.
13. All labor prices quoted in this agreement shall remain firm for a period of thirty (30) days from the proposal date shown on page one.

**City of Cohoes 2014 BUDGET  
ACCOUNT CODE TRANSFER REQUEST FORM**

Funds Transferred To	Account code	Account Code	Amount	Transfer Justification
<b>The following transfers are budget Neutral</b>				
Office Equipment	A1345.4700	Engineer's Assistant Salary	A1440.1440 \$ 2,500.00	Transfer for new chairs in conference room
Pest Control - FD	A1625.4450	Engineer's Assistant Salary	A1440.1440 \$ 200.00	Transfer to cover annual charge for pest control
Partner plan- KVS accounting	A1680.4102	Engineer's Assistant Salary	A1440.1440 \$ 1,250.00	Transfer to cover annual support charges for KVS
Judgements and claims	A1930.4370	Engineer's Assistant Salary	A1440.1440 \$ 500.00	Transfer to cover claim paid by the City for damaged car
Education Increment- PD	A3120.1110	Engineer's Assistant Salary	A1440.1440 \$ 600.00	Transfer to cover stipend paid for year in PD
Lost Time incentive- PD	A3120.1130	Engineer's Assistant Salary	A1440.1440 \$ 650.00	Transfer to cover sick time incentive in PD
Traffic Signal Hardware	A3310.2020	Engineer's Assistant Salary	A1440.1440 \$ 1,000.00	Transfer to cover expenses for signal lights at columbia/bedford and Saratoga/Ontario st
Code- vehicle expenses	A3620.4600	Engineer's Assistant Salary	A1440.1440 \$ 1,500.00	Transfer to cover repairs to code vehicles
Building supplies	A7310.4556	Kiwanis club stipend	A7310.4857 \$ 250.00	Transfer to cover building supplies at pool
Spring Cleanup	A8160.4995	Engineer's Assistant Salary	A1440.1440 \$ 1,050.00	Transfer to cover cost of spring cleanup
Repairs to equipment- Pump House	F8320.4653	Gas/electric- WTP	F8330.4250 \$ 500.00	Transfer to cover repairs at pump house
Rental of special equipment	F8340.4640	Gas/electric- WTP	F8330.4250 \$ 500.00	Transfer to cover rental of water meter reader from City of Albany
Tools/Supplies	F8340.4992	Gas/electric- WTP	F8330.4250 \$ 1,000.00	Transfer to cover purchase of tools in water transmission dept
<b>The following transfer is not budget neutral</b>				



DATE

8/19/14