

**PUBLIC WORKS DEPARTMENT
MEMORANDUM #2018 - 47**

DATE: August 13, 2018
TO: Honorable Mayor Carol Dodge and City Council Members
FROM: Robert Webber, Acting City Manager *RW*
SUBJECT: **CR - 99**
Capital Equipment Purchase – Submersible Tank Mixers

PURPOSE

The City Council will be considering a Resolution for the purchase of three (3) Submersible Tank Mixers.

BACKGROUND

The City's potable water Low Zone tanks do not have mixers in them, staff is proposing to add mixers to the tanks. Mixing in potable water storage tanks is increasingly recognized as an important factor for improving water quality and protecting tank assets. Thorough mixing eliminates thermal stratification and ensures uniform conditions in tanks. This has been shown to lower overall disinfectant residual demand, and reduce cancer causing trihalomethanes (THMs). Additionally, mixing can protect and preserve tank assets by preventing the formation of ice which can scrape tank coatings or puncture tanks which can lower summertime headspace temperatures and reduces the rate of corrosion..

BUDGET IMPLICATIONS

The Public Works Department budgeted \$200,000.00 for the purchase of Water capital equipment for the 2018 calendar year.

Equipment	Unit Price	Quantity	Total
PAX PWM400 Mixer	\$35,245.00	3	\$105,735.00

Appropriation	\$200,000.00
Previously Spent	(\$7,010.52)
Tank Mixers Quote	(\$105,735.00)
Remaining Balance	\$87,254.48

SCHEDULE/TIME IMPLICATION

Pending Council approval a Purchase Order will be sent to the vendor.

STAFF RECOMMENDATION

When considering the make/model, staff examined functionality and equipment ability to meet necessary performance.

Staff recommends approval of the Resolution.

Budgeted Capital Equipment (2018) Purchase
August 13, 2018

STAFF REFERENCE

Kent Kisselman, PE, Engineering Manager	rkkisselman@northglenn.org	303.450.4077
Daniel Martinez, PE, Civil Engineer II	danmartinez@northglenn.org	303.450.8839

ATTACHMENTS

PAX Water Technologies Quote
PAX Water Technologies Sole Source Letter

FIRM PROPOSAL

**PAX PWM400 MIXER
FOR
NORTHGLENN, CO
3MG NORTH LOW ZONE**



PAX 400 SERIES MIXER

PAX Water Technologies, Inc.

Prepared on: July 18, 2018

File No: P18-3593

AUTHORIZED SALES REPRESENTATIVE:

isiWest

Marc Hatfield

4175 Mulligan Dr.

Longmont, CO 80504

T: (970) 535-0571

Email: mhatfield@isiwest.com

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IMPORTANT NOTICE: All the information in this Proposal or supplied in connection with this Proposal (including drawings, designs and specifications) (collectively, the “Information”) is confidential and has been prepared for Buyer’s use solely in considering the purchase of the goods and services described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller’s advance written consent.



July 18, 2018

Mr. Jason Hensel
2350 West 112th Ave
Northglenn, CO 80234

Re: PAX PWM400 Mixer for Northglenn, CO

Dear Jason,

Thank you for your interest in PAX Water Technologies, Inc., a UGSI Solutions company. We are pleased to provide a Proposal for a PAX PWM400 mixer for the 3MG North Low Zone. Our Proposal is based on the following design criteria:

Gallons of Stored Water, in Millions	3
Tank Diameter, in Feet	145
Tank Height, in Feet	40
Tank Turnover, in Million Gallons of Water per Day	1

The PAX PWM400 mixer is a submersible active mixing system for potable water storage tanks and reservoirs. When operated correctly, the PAX PWM400 mixer can rapidly eliminate thermal stratification, decrease ice formation, rapidly blend and distribute doses of residual disinfectant, and maintain uniform chemical and temperature conditions. Under some conditions, the mixing action can also reduce the rate of residual disinfectant loss and lower volatile disinfection byproduct levels inside the tank when used as part of an in-tank aeration system.

Installation of the PAX PWM400 mixer is very simple. The utility or contractor can perform the “wet-side” mixer installation while the tank is full by lowering the mixer into the tank access hatch using a stainless steel chain.

Equipment start-up may be provided by PAX or the local PAX representative. PAX will provide installation a start-up checklist form.

A detailed scope of work and firm price for the complete system is listed in Section 1 of this Proposal. Section 3 includes our standard Terms and Conditions. All pricing is based on the scope of work described in Section 1 and the Terms and Conditions in Section 3.

The PAX line of water mixers offers many advantages, including:

- Eliminates thermal stratification, short-circuiting and “dead zones”
- Eliminates chemical stratification and residual loss
- Lowers surface water temperature and combats biofilm growth
- Reduces variability in water taste and odor
- Reduces nitrification risk in chloraminated water systems
- Lowers rate of disinfection by-product (DBP) formation
- Delivered and installed quickly, with minimal construction and installation cost
- Proven track record supported by years of successful operational experience



We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact our sales representative, Marc Hatfield at isiWest, or me at (970) 556-2001.

Thank you.

Sincerely,

Jeff Rhodes
Regional Sales Manager

cc: David Haines, PAX Water Technologies, Inc.
Ivan Hartanto, PAX Water Technologies, Inc.
Marc Hatfield, isiWest

SECTION 1

**SCOPE OF SUPPLY
PAX PWM400 MIXER**

- A. Scope of Work by PAX
- B. Scope of Work by Others
- C. Clarifications/Exceptions
- D. Terms of Payment/Price Validity
- E. Delivery
- F. Warranty

A. SCOPE OF WORK BY PAX

The following equipment and services comprise our scope of work:

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
1.	PWM400 Mixer Wet Assembly , including: <ul style="list-style-type: none"> ▪ Stainless steel 316 impeller designed to mix up to 4 million gallons of water ▪ Passivated to minimize corrosion ▪ The ability to function continuously regardless of tank cycles ▪ 230V three phase 0.5 HP water-cooled motor provided by the PAX Control Center 	1
2.	Control Center Dry Assembly with SCADA Compatibility , including: NEMA 4 Enclosure: <ul style="list-style-type: none"> ▪ Lockable and weather resistant ▪ Overall weight of control center 50 lbs. ▪ Green and Red LED Indicator lights to display motor status Motor Controller/VFD: <ul style="list-style-type: none"> ▪ 115VAC single phase, rated to 1.0 HP ▪ Operating temperature range -4 °F to 131 °F (-20 °C to 54 °C) ▪ HOA Switch ▪ Manual speed control ▪ Thermal shut-off protection built-in ▪ Current overload protection built-in ▪ 300mA trip level GFCI SCADA outputs included: <ul style="list-style-type: none"> ▪ Digital Output signal indicating motor running ▪ Digital Output signal indicating fault ▪ Digital Input/Output signal for remote motor on/off ▪ RS-485 or Dry Contact connections ▪ 4-20mA signal 	1
3.	Cable 130 ft. , including: <ul style="list-style-type: none"> ▪ Flat-jacketed 4 conductor 	1
4.	Tripod Assembly, PWM400 , including: <ul style="list-style-type: none"> ▪ Stainless steel 316 legs ▪ Chlorine/chloramine resistant rubber foot pad to avoid scratching tank floor ▪ Stainless steel knobs for tool-less installation 	1
5.	Long Bail Handle & Chain <ul style="list-style-type: none"> ▪ Stainless steel 316 handle to deploy mixer in full tanks 	1
6.	Tank Penetration Accessories <ul style="list-style-type: none"> ▪ Stainless steel strain relief for 4 wire flat-jacketed cable 	1



7. Design Submittal and Operation & Maintenance Manual as Follows	Included
▪ Submittals: Qty. One (1) Sent Electronically	
▪ O&M Manual: Qty. One (1) Hard Copy	
<i>Please notify us if an alternate quantity is required so that we can modify our Proposal accordingly.</i>	
8. Manufacturer's Field Services (1 Day(s) at the Jobsite), including:	Included
▪ Installation Inspection	
▪ System Start-Up	
9. FOB Factory, Richmond, CA with Full Freight Allowed to Jobsite, Northglenn, CO	Included
FIRM PRICE [ITEMS 1-9]	\$35,245

B. SCOPE OF WORK BY OTHERS

1. Equipment unloading and installation.
2. All civil works and concrete pad for equipment.
3. Any underground or structural work.
4. Anchor bolts and seismic restraints.
5. Heat tracing and insulation of all interconnecting equipment.
6. Room ventilation, air conditioning or lighting.
7. Any video recording.
8. Electrical power to control panel.
9. Any electrical conduit runs.
10. Any tank recoating services, labor, or parts.
11. Any tank hatch penetrations.
12. All electrical conduit, wiring, electrical material, etc. between control panel, SCADA, etc.
13. All taxes, fees, lien waivers, bonds and licenses.
14. Any permitting or regulatory approvals.
15. Any items not explicitly listed under Scope of Work by PAX above.

C. CLARIFICATIONS

1. Installation inspection, start-up and operator training can be provided by a PAX representative for a mutually agreed fee if they are not included in PAX's Scope of Work above. Whether or not PAX is providing start-up services, PAX will provide a start-up checklist.
2. If transaction is tax-exempt, please submit Tax Exemption Certificate to PAX.
3. PAX requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PAX will work with you to attempt to accommodate your scheduling needs. Contact the Service Department at (866) 729-6493 to schedule the onsite visit.
4. Once the on-site service has been scheduled, PAX requires a minimum of one (1) week notification in the event of a delay. Notice of delay received less than one (1) week prior to a scheduled site visit may result in a change fee.

D. TERMS OF PAYMENT/PRICE VALIDITY

- Payment terms are 100% net 30 days after shipment of equipment.
- Price valid for 90 days. PAX may reprice this Proposal thereafter or if delivery occurs more than 365 days after PAX receives a mutually agreed order.

E. DELIVERY

- Submittals: 2 weeks after receipt of mutually agreed order
- Equipment Shipment: 2 weeks after approval of submittals

F. WARRANTY

- PAX will warrant the equipment as set forth in its standard warranty included in the Terms and Conditions at Section 3 of this Proposal. The Warranty Period (as defined therein) for the PAX PWM400 mixer is 24 months on all supplied parts and 24 months on labor.

SECTION 2

PROPOSAL ACCEPTANCE

File No: P18-3593

- 1) This Proposal by PAX Water Technologies, Inc. (“Seller”) is contingent upon the undersigned buyer (“Buyer”) executing this Proposal, including without limitation agreeing to the terms and conditions contained in this Proposal.
- 2) Please return a signed copy of this Proposal to:
PAX Water Technologies, Inc.
860 Harbour Way South, Suite C
Richmond, CA 94804
Attn: Orders
Phone: (510) 550-7100
E-mail: orders@paxwater.com

Thank you for your interest in PAX. We are committed to meeting your expectations.

Proposal Acceptance

An authorized signature indicates Buyer's acceptance of this Proposal, including without limitation the Terms and Conditions in Section 3 below.

Buyer's Name (printed)

Buyer's Authorized Signature

Date

SECTION 3

TERMS AND CONDITIONS

1. **Applicable Terms.** These terms govern Seller's sale, and Buyer's purchase, of the products and/or services referred to in Seller's proposal or quotation (collectively, the "Products"). The front page of Buyer's purchase order (disregarding any reference to terms and conditions and any provisions that conflict herewith), if any, together with the description of the Products in Seller's proposal or quotation and these terms and conditions comprise the complete and exclusive agreement between the parties (the "Agreement") related to the purchase and sale of the Products. All prior communications, documents, negotiations and representations, if any, are merged herein. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All orders are subject to prior credit approval by Seller.

2. **Pricing.** The prices shall be: (a) as stated in Seller's proposal or order acknowledgment, or (b) if none are stated, Seller's standard prices in effect at the time of release for shipment.

3. **Payment.** Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller will become immediately due and payable without notice or demand. Buyer will pay 1½% interest per month, compounded monthly, on all amounts not received by the due date. Buyer hereby grants Seller a purchase money security interest in the Products until such time as Seller is fully paid. Buyer will assist Seller in taking action to perfect and protect Seller's security interest. Seller may make partial shipments, in which case, Buyer shall pay for each shipment in accordance with the terms hereof.

4. **Taxes, Shipping, Packing.** Except to the extent expressly stated otherwise in these terms or in Seller's proposal or quotation, prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges, and Buyer shall pay such amounts or reimburse Seller for any such amounts Seller pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs, and penalties arising out of same. Prices include the costs of Seller's standard domestic packing only. Any deviation from standard packing (domestic or export) shall result in extra charges. Any and all increases, changes, adjustments, or surcharges (including fuel surcharges) which may arise in connection with the freight charges, rates or classification included as part of this Agreement, shall be for the Buyer's account.

5. **Delivery.** Products shall be delivered F.O.B. Seller's point of shipment or Ex Works Seller's point of shipment if being delivered outside the United States. All delivery dates are estimated and are dependent in part upon prompt receipt of all necessary information from Buyer, including submittal approvals, if applicable, and all required commercial documentation. Seller will make a good faith effort to complete delivery of the Products on the date and to the location specified in writing by Buyer, but Seller assumes no liability for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the Products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or representatives, storage and all other additional costs and risks will be borne solely by Buyer. Any claims for Products damaged or lost in transit ("Transit Losses") must be made by Buyer to the carrier and reported to Seller within one business day following delivery to Buyer.

6. **Inspection and Acceptance.** Buyer will have seven days from the date Buyer receives any Products to inspect such Products for defects and nonconformance which are not due to Transit Losses, and to notify

Seller, in writing, of any defects, nonconformance or rejection of such Products. After such seven-day period, Buyer will be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer will have no right to reject or revoke acceptance of the Products for any reason.

7. Returns and Cancellation. Buyer may not return custom engineered Products. Buyer may return other Products only with Seller's prior written approval, which may be withheld in Seller's sole discretion. Any authorized return will be subject to payment of a restocking charge and will be allowed only if the subject Product: (i) is in new condition, suitable for resale, and (ii) has not been used, installed, modified, altered or damaged. The restocking charge for authorized returns will be no less than (x) 25% of the purchase price, net of any freight charges included in the purchase price, plus (y) 100% of freight costs incurred by Seller. Buyer is responsible for the payment or reimbursement of return freight charges. Returns will be shipped F.O.B. Seller's location. Seller may, but will not be obligated to, treat any cancellation of an accepted order as an authorized return.

8. Force Majeure. Seller will have no liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government, or any other cause beyond Seller's reasonable control.

9. Warranty. Seller warrants for the Warranty Period (as defined below) that each Product is free from defects in material and workmanship and conforms to Seller's specifications applicable to the Product. Seller's warranty is transferable during the Warranty Period to the initial end-user of the Product ("Owner"). Seller's warranty is conditioned on (i) Seller's verification of the alleged breach; (ii) the Product being stored, handled, installed, operated and maintained in accordance with Seller's instructions, (iii) no repairs, modifications or alterations being made to the Product other than by Seller or its authorized representatives, (iv) Buyer or Owner providing prompt written notice of any warranty claims within the Warranty Period, and (v) at Seller's discretion, Buyer or Owner either removing and shipping the Product or non-conforming part thereof to Seller, at Buyer's or Owner's expense, or Buyer or Owner granting Seller access to the Products at all reasonable times and locations to assess the warranty claims. Seller's warranty does not apply to software and does not cover damage due to (x) lightning, flood or other acts of nature or *force majeure* events, or failure of or inappropriate application of peripheral devices, including lightning or surge protectors, (y) installation by a person or entity other than Seller or Seller's authorized installation contractor, or (z) ordinary wear and tear. Lightning protection is recommended particularly in areas historically prone to lightning, and it is Buyer's or Owner's responsibility to properly select and install lightning protection in accordance with all applicable laws, codes and regulations.

Buyer's or Owner's sole remedy for any breach of Seller's warranty is limited to Seller's choice of repair or replacement of the Product, or non-conforming parts thereof F.O.B. jobsite, or refund of the purchase price for the subject Product or part. Seller reserves the right to provide new or reconditioned replacement Products or parts. The warranty on repaired or replaced Products or component parts is limited to the remainder of the original Warranty Period. The warranty includes labor to remove and reinstall repaired or replacement Products or components for a period of 120 days after shipment of the Product; provided that (a) the defective Product was originally installed, and the repaired or replacement Products will be installed, in accordance with Seller's guidelines in effect at the time of installation; and (b) labor of divers and labor required to drain the storage tank or reservoir is excluded. After such period, Buyer or Owner shall be responsible for (i) any labor required to remove or gain access to the Product so that Seller can assess the available remedies; and (ii) all costs of installation of repaired or replaced Products or component parts. If Seller determines that any alleged damage is not covered by this warranty, Seller will charge, and Buyer will pay, Seller's normal rates for any inspection or repair performed by Seller, and for any materials provided or used in connection therewith.

The "Warranty Period" applicable to each Product begins on the date of installation or three (3) months after shipment, whichever comes first, and continues for the period of time set forth below opposite the applicable Product.

Phone: (970) 556-2001

Email: jrhodes@ugsichemicalfeed.com

Web: paxwater.com

Mixers	Warranty Duration
PWM 100/150 (including Standpipe)	36 months
PWM 200 V1 (including Solar) and V2 PWM 400 V1 (including Solar) PWM 500 V1 and V2 PWM 600 V1 and V2	24 months
PWM 400 V2	60 months
All other Products	12 months

THE WARRANTY SET FORTH IN THIS SECTION IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND SELLER'S WARRANTY IS SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES REGARDING SERVICES RENDERED, IF ANY, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCTS WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES, AND BUYER ACKNOWLEDGES THAT IT IS KNOWINGLY LIMITING THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO BUYER. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.

11. Remedies of Seller. Any of the following will constitute an event of default which will enable Seller, at its option and without liability to Buyer, to cancel any unexecuted portion of the order that is the subject of this Agreement and to exercise any other right or remedy expressed herein or otherwise available at law or in equity: (i) the failure of Buyer to make any payment required hereunder when due ("Payment Default") or to perform any other term or condition contained herein; (ii) the insolvency of Buyer or its failure to pay its debts as they mature, an assignment by Buyer for the benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this Agreement, or the filing of any petition to adjudicate Buyer bankrupt; (iii) a failure by Buyer to provide adequate assurance of performance within ten days after a justified demand by Seller; or (iv) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. Seller's obligations under Section 9 hereof will be suspended during the pendency of any Payment Default. No such suspension will extend Seller's obligations under Section 9 beyond the Warranty Period provided therein. Seller's election of any remedy in the event of a default by Buyer will not preclude Seller from exercising any other remedy available to Seller hereunder or at law or in equity for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, Seller's collection charges, including attorneys' fees and expenses, will be added to the balance due and Buyer will pay all such charges together with interest thereon from the date incurred in accordance with Section 3.

12. Equal Employment Opportunity. Seller is an equal opportunity employer. The parties shall, as applicable, abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A) (relating to the notice of employee rights under federal labor laws), and these laws and regulations are incorporated herein by reference.

13. Export Compliance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, export, transfer, assignment, disposal, and use of the Products provided under this Agreement, including any export license requirements. Buyer agrees that such Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. Miscellaneous. No part of this Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. As used in this Agreement, "including" and its variants mean "including without limitation" and its variants. No course of dealing or performance, usage of trade, or failure to enforce any term will be used to modify the Agreement. Buyer acknowledges that it has not relied upon any letters of intent, agreements, promises, negotiations, statements or representations other than those expressly set forth in this Agreement and that no such extraneous document or other communication shall be of any force or effect. Buyer agrees and warrants that in entering into this Agreement, Buyer is relying solely upon the information contained in this Agreement and not in reliance upon any other information. If any of these terms is unenforceable, such term will be limited only to the extent necessary to make it enforceable, and all other terms will remain in full force and effect. Buyer may not assign this Agreement without Seller's prior written consent. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Any bond issued by Seller in connection with the sale of the Products shall remain in effect for a maximum of two (2) years after acceptance of the Products, and the only warranty, guaranty or Product performance obligations covered thereby shall be those at Section 9 above. Buyer covenants to return any such bond to Seller upon the earlier to occur of (x) the expiration of the Warranty Period, and (y) the expiration of the aforesaid two-year period. All Product performance obligations of Seller are contingent on the conditions of and within the tank in which the Products are installed being as specified by Seller and will be considered satisfied and discharged upon successful completion of the initial Product performance testing. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY.



July 18, 2018

To Whom It May Concern:

PAX Water Technologies, Inc. of Richmond, California manufactures and supplies potable water mixers that generate a unique, high-efficiency, toroidal flow. The PAX Water mixers and the unique flow generated by the mixers are covered by one or more patents and patent applications, including U.S. Patent No. 7,862,302. PAX Water Technologies is the exclusive licensee of the referenced patents for use in potable water applications and the sole manufacturer of potable water mixers covered by one or more of the referenced patents and patent applications.

PAX Water mixers provide an active tank mixing technology utilizing a unique open impeller design. In numerous trials and case studies, PAX Water mixers have been shown to deliver higher mixing power and quicker blend time for potable water storage tanks than other mixing systems. Blend time and mixing power are critical to water quality and process control.

Sincerely,

David Haines
Vice President and General Manager

PAX Water Technologies, Inc.
860 Harbour Way South
Suite C
Richmond, CA 94804
info@paxwater.com

Phone: (866) 729-6493

Fax: (510) 550-7127

Web: www.paxwater.com

SPONSORED BY: MAYOR DODGE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-99
Series of 2018

Series of 2018

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO PAX WATER TECHNOLOGIES, INC. FOR A TOTAL AMOUNT NOT TO EXCEED \$105,735 FOR THE PURCHASE OF THREE SUBMERSIBLE TANK MIXERS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Manager is hereby authorized to issue a Purchase Order to PAX Water Technologies, Inc. in an amount not to exceed \$105,735.00 for the purchase of three (3) submersible tank mixers for use in the City's low zone water tanks.

DATED at Northglenn, Colorado, this ____ day of _____, 2018.

CAROL A. DODGE
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney