

PURCHASE AGREEMENT

PURCHASE OF (2) TWO IN-LINE ROTA-CUT EQUIPMENT

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and The Applied Products Group, LLC, an Arizona, limited liability company ("Vendor") as of the _____ day of _____, 2023 ("Effective Date").

RECITALS

- A. City intends to purchase equipment necessary for water treatment for the benefit of the public and with public funds (the "Equipment");
- B. Vendor desires to provide City with the Equipment subject to manufacturer's warranty consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Water Treatment Project; and
- C. City and Vendor desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. **Schedule.** The Purchase of the Equipment will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project. Nevertheless, this Agreement terminates one year from the effective date.
2. **Compliance.** Vendor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Vendor will require any Sub-contractor (if any) to be bound to the same requirements as stated within this section. Vendor, and on behalf of any subcontractors, warrants compliance with this section.
3. **Compensation for the Equipment.**
 - 3.1 Compensation. Vendor's compensation for the Project, including those furnished by its Subconsultants or Subcontractors, if any, will not exceed \$71,000 as specifically detailed in **Exhibit D** ("Compensation").
 - 3.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Vendor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
5. **Billings and Payment.**
 - 5.1 Payment.
 - a. Vendor will send one invoice once the Equipment is shipped. The City will process and remit payment within 30 days.

5.2 Review and Withholding. City's Project Manager will timely review and certify Payment Invoice.

6. **Conflict.** Vendor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

7. **Insurance.** For the duration of the term of this Agreement, Vendor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Vendor, its agent(s), representative(s), employee(s) and any subcontractors.

7.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Vendor warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Vendor or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Vendor and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Vendor and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

9. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

10. **Notices.**

10.1 Representatives.

- a. Vendor. Vendor's representative (the "Vendor's Representative") authorized to act on Vendor's behalf with respect to the Project, and his or her address for Notice delivery is:

The Applied Products Group, LLC
c/o Collin Clark
1042 Willow Creek Rd., Suite A101-464
Prescott, AZ 86301

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Julie Ossege
7070 W. Northern Ave.
Glendale, Arizona 85303

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Vendor identifying the designee(s) and their respective addresses for notices.

11. Entire Agreement; Survival; Counterparts; Signatures.

- 11.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Vendor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.
- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
 - b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
 - c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.
- 11.2 Interpretation.
- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
 - b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
 - c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 11.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 11.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 11.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 11.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

11.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

12. Term.

12.1 The term of this Agreement commences upon the effective date and continues for a one-year period. There are no automatic renewals.

12.2 Extension for Procurement Processes. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

13. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

[SIGNATURES ON FOLLOWING PAGE.]

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

The Applied Products Group, LLC,
an Arizona limited liability company



By: Ronald R. Clark
Its: President

EXHIBIT A
Purchase Agreement

PROJECT

Purchase (2) RC3000 Assembly In-Line Rota-Cut Sludge Grinders to replace current equipment past their useful life at Arrowhead Water Reclamation Facility.

EXHIBIT B
Purchase Agreement

SCOPE OF WORK

The purchase of (2) two RC3000 Assembly In-Line Rota-Cut, sludge grinder for replacement of same equipment that has failed due to old age. Contractor will oversee the installation of equipment and assist if needed.

EXHIBIT C
Purchase Agreement

SCHEDULE

Upon execution of this agreement, equipment will be ordered and shipped to Arrowhead Water Reclamation Facility. Staff will coordinate with contractor for installation of equipment.

EXHIBIT D
Services Agreement

COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Vendor for full completion of all work required by the Project during the entire term of the Project must not exceed \$71,000.

DETAILED PROJECT COMPENSATION

Contractor will be compensated for the purchase of equipment per the attached Proposal.



Applied Products Group, L.L.C.

1042 Willow Creek Road
Suite A101-464
Prescott, Arizona 86301
480.595.9739

Proposal

COCCQ2462

Feb 6, 2023

To:

Curt King
City of Glendale
8180 W Union Hills Drive
Glendale, AZ 85310

Phone:

Prepared By:

Collin Clark

Phone:

Email: jclark@apgwater.com



Valid Through:

Payment Terms: Net 30 Days

City of Glendale, AZ Replacement Macerator

Description	Unit Price	Qty	Ext. Price
RC3000 Assembly In-Line Rota-Cut	\$29,365.75	2	\$58,731.50
PLEASE REFER TO THE ATTACHED SCOPE FOR DETAILS			
PC 3 HP, 460 V, NEMA 4X RotaCut Control Panel Polycarbon Enclosure RCQ20G/RC3000; RC5000	\$3,132.92	2	\$6,265.84

Totals

Subtotal	\$64,997.34
Tax	\$4,127.33
Shipping	\$1,145.00
Grand Total	\$70,269.67

Shipment: 9 Weeks
Taxes: Included
Freight: Prepay & Add
Credit Card Fees: 5%

Please contact me if I can be of further assistance.

SCOPE

Provided By: Applied Products Group LLC
Attn: Accts Payable
Collin Clark
1042 Willow Creek Road, Suite 1
Prescott, AZ 86301
(480) 595-9739
jclark@apgwater.com



VOGELSANG

Quote #: COCCQ2462



Date: 02.06.2023
No. of Pages: 2
Valid To: 03.08.2023
Delivery Terms: PPA (PrePay and Ad
Credit Terms: Net 30
Project Name: Replacement RC3000 -
RPK0002108

Any item not specifically listed in the quotation will not be supplied by Vogelsang.

Questions? Please contact Collin Clark at (602) 332-9755 or jclark@apgwater.com

Line #	P/N#	Description	Qty
1.0	# 10.7001	Replacement RC3000 - RPK0002108 / Water / 2 % Solids / 100 gpm RC3000 AssemblyIn-Line	2

Each of the above assemblies contain these individual parts:

No.	Part	Qty
1	RC3000 RotaCutRC3000	1
2	ADRC00198 Gearbox SK32 Adder	1
3	ADRC00020 RC3000 Screen Adder? 20 mm	1
4	ADRC00121 RC3000 Rotor Adder4 Wing	1
5	ADRC00196 RotaCut ACC Adder	1
6	ADRC00129 RC3000 Pot AdderInline	1
7	ADRC00154 Blind Flange AdderInline 6 inch, DN 150	1

Verify materials of construction are compatible with your process, as Vogelsang does not warrant against chemical incompatibility.

Scope

Quote #: COCCQ2462

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Line #	P/N# Description	Qty
8	US.RCM0004 Gearbox Mounted Motor Only3HP, 230/460 V For Gearbox SK32, 7.90:1RC3000 - RC5000	1
9	BSS.006 Gear OilContainer Titan Gear MP90Mineral Oil	4.000
10	VAU0120 Name Plate70 x 60 x 0,8 mm General Stainless Steel with Barcode	1
11	VUSA.0249 RotaCut Safety LabelAll Models	1
12	NSK.030 Hexagon Head BoltM 12 x 40 mm, DIN 933 Steel 8.8 Electro-Galvanized	4
13	NUS.005 WasherA Ø 13 mm x Ø 24 mm x 2,5 mm DIN 125 SteelElectro-Galvanized	4
14	48X60Pallet 48"x60" Custom PalletWeight Limit 1200lb	1

1.1 # USP.RC-PE.3.460-PC
PC 3 HP, 460 V, NEMA 4XRotaCut Control Panel
Polycarbon EnclosureRCQ20G/RC3000; RC5000

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