

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **2nd day of April, 2003**, by and between **Bob Dean Supply, Inc.**, whose address is **2624 Hanson Street, Fort Myers, FL 33901** ("Seller") and THE CITY OF NAPLES, a Florida municipal corporation, the address of which is 735 Eighth Street South, Naples, Florida 34102 ("Buyer"). In consideration of the mutual covenants and agreements hereinafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Buyer and Seller agree as follows:

1. **Description of Goods; Sale and Delivery.** Seller shall sell, transfer, and deliver to Buyer the goods described on the Description/Proposal attached hereto and made a part of as Exhibit "A" subject to such terms as are set forth in the Description/Proposal and in this Agreement.
2. **Acceptance; Purchase.** Buyer shall accept the goods and pay the total sum of: \$28,933.00 for the goods in accordance with the terms of this Agreement.
3. **Identification of Goods.** Identification of the goods shall not be deemed to have been made until both Buyer and Seller have agreed that the goods in question are to be appropriate to the performance of this Agreement.
4. **Rate and Time of Payment.** Unless otherwise specified, Buyer shall make payment to Seller for the goods within 30 days after the goods are received by Buyer.
5. **Receipt of Goods.** The goods shall be deemed received by Buyer when delivered to Buyer at City of Naples, Water Plant, 1000 Fleischmann Boulevard, Naples, Florida 34102. Delivery of the goods to Buyer shall occur on a business day and shall not occur after 3:15 p.m. on the delivery day.
6. **Risk of Loss.** The risk of loss from any casualty to the goods, regardless of the cause, shall be on Seller up to the time of receipt of the goods by Buyer at the place of delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, such risk shall be on Buyer, including any goods thereafter returned to Seller until their receipt by Seller.
7. **Warranty Against Encumbrances.** Seller warrants that the goods are now free, and at the time of delivery shall be free, from any security interest or other lien or encumbrance.
8. **Warranty of Title.** Seller warrants that at the time of signing this Agreement, Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller in the goods.
9. **Product Warranty.** Seller provides general warranties of fitness and general warranties that the goods are free from defects, for 1 year from acceptance of the goods, except as may otherwise be set forth in the Description/Proposal, or other attached warranty.
10. **Right of Inspection.** Buyer shall have the right to inspect the goods at the time and place of delivery, and within 5 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of the condition, quality, or grade of the goods, and Buyer must specify in detail the basis of such claim. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by Buyer.

11. **Procedure as to Rejected Goods.** On receipt of notification of rejection, Seller will immediately arrange to receive back the goods for shipment and return. However, within 5 days, Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to Seller's storage facility. When such goods are confirmed or acquiesced in as nonconforming, Seller will ship conforming goods within 30 days of the notice of rejection unless Buyer earlier notifies Seller to forgo such shipment.

12. **Governing Law.** The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Florida and agree that the law of the State of Florida will govern their rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Agreement and its interpretation, and that all the definitions contained therein will be applicable to this Agreement except where this Agreement may expressly provide otherwise.

13. **Notices and Address of Record.** All notices required or made pursuant to this Agreement to be given by Seller to Buyer shall be in writing and shall be delivered by overnight courier, by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Buyer:

City of Naples
Attention: Kevin J. Rambosk, City Manager
735 Eighth Street South
Naples, Florida 34102-3796

All notices required or made pursuant to this Agreement to be given by Buyer to Seller shall be made in writing and shall be delivered by overnight courier, by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Seller:

Bob Dean Supply, Inc.
2624 Hanson Street
Ft. Myers, FL 33901
Attention: Greg Dunn

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party who signature appears thereon and all of which shall together constitute one and the same instrument.

15. **Effective Date.** This Agreement shall take effect on the day of execution by the last party to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

ATTEST:

(Print Name: _____)

ATTEST:

By: _____
Tara A. Norman, City Clerk

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

"SELLER":

Bob Dean Supply, Inc.

(Corporate Seal)

By: _____
Authorized Representative

"BUYER"

City of Naples, Florida

By: _____
Kevin J. Rambosk, City Manager

000 DEAN SUPPLY PUMP DIV. 239-337-4308

000 DEAN SUPPLY PUMP DIV. 239-337-4308

P. 1

MAIN OFFICE
2624 HANSON STREET
FORT MYERS, FLORIDA 33901-7488
(941) 332-1131
(800) 282-8378
(941) 332-7746 FAX

Bob Dear SUPPLY, INC.

CLEWISTON BRANCH
HIGHWAY 832 • RT. 1, BOX 318
CLEWISTON, FLORIDA 33440
(863) 983-5131
(800) 282-5185
(863) 983-3775 FAX

Barry Stein
City of Naples
Water Treatment Plant

Fax: 239/213-3001

One page transmitted

Re: Peerless Vertical Turbine Pump

Barry,

This is to duplicate the existing Peerless Pump 18HH-5 stage, including the discharge head, 8' of 14" x 1 15/16" column and shaft assembly and the 18HH-5 bowl assembly, rated for 4200 GPM @ 195' TDH (84 PSI) while operating at 1180 RPM, requiring 252.4 horsepower.

The estimated delivery is 10-12 weeks, freight included to your jobsite...

\$28,933.00

Thank you



Greg Dunn

Web Site: deansupply.com • E-mail: deansupp@peganet.com

POWER TRANSMISSION • MILL SUPPLIES • IRRIGATION EQUIPMENT & PUMPS • PIPE & STEEL
ELECTRIC MOTORS & CONTROLS • ELECTRIC MOTOR REWIND • PUMP REPAIR

STERLING

Sterling Fluid Systems (USA), Inc.
2005 Dr. Martin Luther King Jr. Street
Indianapolis, Indiana 46207-7026
Phone (317) 925-9661 Fax (317) 924-7388

WARRANTY

New equipment manufactured by Sterling Fluid Systems (USA), Inc. (Seller) is warranted to be free from defects in material and workmanship under normal use and service for a period of one year from date of shipment, Seller's obligation under this warranty being limited to repairing or replacing at its option any part found to be so defective provided that such part is, upon request, returned to Seller's factory from which it was shipped, transportation prepaid.

This warranty does not cover parts damaged by decomposition from chemical action or wear caused by abrasive materials, nor does it cover damage resulting from misuse, accident, neglect, or from improper operation, maintenance, installation, modification or adjustment.

This warranty does not cover parts repaired outside Seller's factory without prior written approval. Seller makes no warranty as to starting equipment, electrical apparatus or other material not of its manufacture, since the same are usually covered by warranties of the respective manufacturers thereof.

In the event, notwithstanding the terms of this agreement, it is determined by a court of competent jurisdiction that an express warranty has been given by Seller to Purchaser with respect to the head, capacity or other like performance characteristics of said equipment, Seller's liability for breach of the same shall be limited to accepting return of such equipment F.O.B. plant of manufacture, refunding any amount paid thereon by Purchaser (less depreciation at the rate of 15% per year if Purchaser has used equipment for more than thirty (30) days) and canceling any balance still owing on the equipment.

Sterling Fluid Systems (USA), Inc. in no event will be liable for indirect or consequential damages.

This warranty is expressly in lieu of any other warranties, expressed or implied, and seller specifically disclaims any implied warranty of merchantability or fitness for a particular purpose.

Form S-21
Rev. 10-9