

## AGREEMENT FOR PURCHASE AND SALE OF GOODS

**THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement")** is made this **5<sup>th</sup> day of October, 2005**, by and between **Chemical Lime Company whose address is PO Box 1137, Mulberry, FL 33860** (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 **Quicklime** 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 **an annual amount not-to-exceed \$1,156,227.00** 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, Waste Water Treatment Plant, 1400 3<sup>rd</sup> Avenue North, Naples, FL 34102 and or City of Naples, Water Treatment Plant, 1000 Fleischmann Blvd., Naples, FL 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. **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.

10. **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.

11. **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.

12. **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: Dr. Robert E. Lee, 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:

**Chemical Lime Company**  
**Attention: John Thompson, Florida Manager**  
**P.O. Box 1137**  
**Mulberry, FL 33860**

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 Annual Agreement shall commence on October 1, 2005 through September 30, 2006 with the City's option for two additional one-year periods.**

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

ATTEST:

"SELLER":

**Chemical Lime Compny**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Authorized Representative

ATTEST:

"BUYER"

City of Naples, Florida

By: \_\_\_\_\_  
Tara A. Norman, City Clerk

By: \_\_\_\_\_  
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney



## INVITATION TO BID

CITY OF NAPLES  
PURCHASING DIVISION  
270 RIVERSIDE CIRCLE  
NAPLES, FL 34102

PH: 239-213-7100      FX: 239-213-7105

<b>MAILING DATE</b> 7/28/05	<b>TITLE</b> PURCHASE OF QUICKLIME ANNUAL CONTRACT	<b>NUMBER:</b> 017-06	<b>CLOSING DATE &amp; TIME</b> 2:00PM 8/18/05
<b>PRE-BID DATE, TIME AND LOCATION:</b> N/A			

<b>NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL</b> Chemical Lime Company	IF SUBMITTING "NO BID", STATE REASON IN THIS SPACE  NA
<b>MAILING ADDRESS</b> P.O. Box 1137	
<b>CITY-STATE-ZIP</b> Mulberry, Florida 33860	
<b>PH:</b> 863-425-1544	<b>EMAIL:</b> Elizabeth.Hart@chemicallime.com
<b>FX:</b> 863-425-0686	<b>WEB ADDRESS:</b> www.chemicallime.com

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

<b>AUTHORIZED SIGNATURE</b> 	<b>DATE</b> 08/15/05	<b>PRINTED NAME/TITLE</b> John L. Thompson, Florida Manager
Please initial by all that apply I acknowledge receipt of the following addendum		
Addendum #1    NA	Addendum #2	Addendum #3
Addendum #4		

**BID SCHEDULE**

**QUICKLIME:**

**DELIVERED, F.O.B. NAPLES, FLORIDA AS SPECIFIED:**

\$ 152.94 /PER TON

PROMPT PAYMENT TERMS: 0 % DISCOUNT 30 DAYS