

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **2nd day of November, 2005**, by and between **Hunter Knepshield Company** whose address is **P.O. Box 499, LaGrange, KY 40031** ("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, **light poles and fixtures for Fleischmann Park** 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 amount not-to exceed \$117,200.00** 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, 295 Riverside Circle, 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, attached hereto and made a part of as Exhibit "B" at 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: 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:

Hunter Knepshield Company
Attention: Patrick J. Kinney, Vice President
P.O. Box 499
LaGrange, KY 40031

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":

Hunter Knepshield Company
(Corporate Seal)

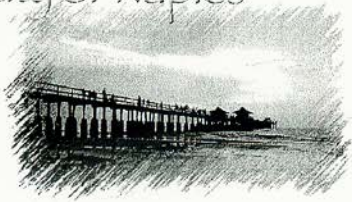
By: _____
Authorized Representative

"BUYER"

City of Naples, Florida

By: _____
Dr. Robert E. Lee, City Manager

City of Naples



INVITATION TO BID

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

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

MAILING DATE	TITLE	NUMBER:	CLOSING DATE & TIME
9/22/06	LIGHTING FOR 2 FOOTBAL FIELDS AND 1 SKATE PARK IN FLEISCHMANN PARK	026-06	2:00PM; 10/14/05
PRE-BID DATE, TIME AND LOCATION: N/A			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL <i>Hunter Knepshield Co.</i>	IF SUBMITTING "NO BID", STATE REASON IN THIS SPACE
MAILING ADDRESS <i>P.O. Box 499</i>	
CITY-STATE-ZIP <i>LA Grange, KY 40631</i>	
PH: <i>502-225-9121</i>	EMAIL: <i>PatK@iglou.com</i>
FX: <i>502-225-9335</i>	WEB ADDRESS:

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.

AUTHORIZED SIGNATURE <i>Patrick J. Kinney</i>	DATE <i>10/10/2005</i>	PRINTED NAME/TITLE <i>Patrick J. Kinney V.D.</i>
Please initial by all that apply I acknowledge receipt of the following addendum		
<i>PK</i> Addendum #1	Addendum #2	Addendum #3
		Addendum #4

BID SCHEDULE

Provide recreational lighting at the Fleischmann Park for the two football fields, as specified.

\$ 79,800⁰⁰

Provide recreational lighting at the Fleischmann Park for the skate park, as specified.

\$ 37,400⁰⁰

TOTAL

\$ 117,200⁰⁰

All materials can be delivered within 60 calendar days after the date of the purchase order.

Paul H. [Signature]
10/10/05

- Bid is for Quality Sports Lighting as specified.
- Bid includes Safety Disconnects on each Pole
- Delivery could be sooner - based on actual Award date of Project.

**WARRANTY INFO
ACCORD INDUSTRIES
FOR CONCRETE POLES**

WARRANTY

ACCORD INDUSTRIES warrants its concrete poles to be free from defects in material and workmanship for a period of thirty years from the date of delivery. Supplemental hardware, which is warranted to be free from, defects in material and workmanship for a period of one year from the date of delivery. Nuts and bolts are not included in this warranty.

Accord Industries' sole responsibility under this warranty is to repair or replace, at its option, any defective product that is returned to Accord during the warranty period. Any defective product will be repaired or replaced FOB Accord's Winter Park, Florida location. Accord is not responsible for any removal, transportation, or installation charges.

Accord's warranty does not apply to damages resulting from improper handling or installation; unauthorized alterations, vandalism or abuse; impact (such as being hit by a motor vehicle or vessel); or Acts of God such as wind exceeding the design parameters set forth in Accord's specifications, or other extreme weather conditions.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ACCORD BE LIABLE FOR CONSEQUENTIAL DAMAGES.

QUALITE SPORTS-LIGHTING, INC
CUSTOMER PROTECTION STATEMENT

PAYMENT TERMS

Net 30 Days, upon credit approval, from date of invoice. 1.5% per month or 18% annual interest will be charged on accounts 30 days or more past due. All invoices are due within payment terms, regardless of construction schedules or other delays, unless prior arrangements have been made in writing.

WARRANTY

Qualite shall warrant the luminaire assemblies and alignment of their pre-aimed positions for a period of ten (10) years from date of invoice or date of significant completion as defined by AIA document G702, whichever applies. Any parts, except lamps and fuses, found to be defective shall be replaced, labor included, during the first five (5) years and parts only for the remainder of the warranty period. Lamps are warranted for a total of two (2) years; installation and lamps included first year, lamps only for the remainder of the warranty period.

Outstanding invoices in excess of 90 days shall temporarily void all warranties until invoice is paid in full unless other terms are agreed upon by all parties.

Fuses are not warranted after initial installation and this warranty covers parts and workmanship as supplied from the manufacturer.

Damage or misalignment caused by vandalism, abuse, adverse weather conditions, twisting or improper installation of poles will not be warranted.

SHORTAGES/FREIGHT DAMAGE

In the event there is a piece shortage or damage at the time of delivery, the Bill of Lading or Freight Receipt must be signed short/damaged or Qualite can not guarantee that parts can be replaced on a no-charge basis. Any hidden shortages will be handled directly from Qualite. Hidden shortages must be reported within 10 days, in written form, after receipt of shipment. Replacement parts will be shipped by common carrier only. Expedited delivery is the responsibility of the customer. Qualite can not be responsible for back-charges due to damages, delays, construction schedules, shortages, or expedited delivery service.

REPLACEMENT PARTS

Any damaged or shortage parts will be replaced directly from Qualite. Back-charges for locally purchased replacement parts will not be honored without prior Qualite written authorization.

LAMPS

For assistance regarding lamp returns and replacements, please contact Qualite.