

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **1st day of November, 2006**, by and between **Forestry Resources, Inc.**, whose address is **4353 Michigan Link, Fort Myers, Florida 33916** ("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 mulch (**Item #10 Premium Color Mulch "Burnt Orange"**) 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 annual amount not-to-exceed \$100,000.00** 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, various sites within the City as per the Parks and Parkways Superintendent.** 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: 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:

Forestry Resources, Inc.
4353 Michigan Link
Fort Myers, Florida 33916
Attention: Kristine Magee, Direct Sales

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 whose 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 and shall be for a one-year period with the City's option for up to two additional one-year renewal periods.

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

ATTEST:

"SELLER":
Forestry Resources, Inc.

(Corporate Seal)

(Print Name: _____)

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

Agreement for Purchase and Sale of Goods
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Bid No. 06-3912 – "Purchase & Delivery of Inorganic and Organic Mulch"

BID RESPONSE

FROM: Forestry Resources, Inc.
4353 Michigan Link Ft. Myers, FL 33916

DUE: October 25, 2005 @ 2:30 p.m.

Board of County Commissioners
Collier County Government Center
Naples, Florida 34112

RE: **BID No. 06-3912 – "Purchase & Delivery of Inorganic and Organic Mulch"**

Dear Commissioners:

The undersigned, as bidder, hereby declares that he has examined the specifications and informed himself fully in regard to all conditions pertaining to the work to be done for the purchase and delivery of organic and inorganic mulch as per the attached specifications. The Bidder further declares that the only persons, company or parties interested in this Bid or the Contract to be entered into as principals are named herein; that this Bid is made without connection with any other person, company or companies submitting a Bid; and it is all respects fair and in good faith, without collusion or fraud.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the County furnish work in full, in complete accordance with the attached specifications, according to the following unit prices:

SEE FOLLOWING PAGES

Any discounts or terms must be shown on the Bid Response Form. Such discounts, if any, will be considered and computed in the tabulation of the bids. In no instance should terms for less than fifteen (15) days payment be offered.

Prompt Payment Terms: _____% _____ Days; Net 30 Days

Addenda received (if applicable): #1 _____ #2 _____ #3 _____

Bid No. 06-3912 – "Purchase & Delivery of Inorganic and Organic Mulch"

BID RESPONSE CONTINUED**I. ORGANIC MULCH**

All costs related to the purchase, delivery and/or off-loading shall be included in each Unit Price per Item (i.e., licensing fees, inspection fees, traffic control charges, forklift charges, etc.)

Item #	Item	Quantity	Unit	Unit Price
1	Bagged Eucalyptus (100% Grade "A" Shredded)	Each By Trailer (1700)	2 cu. foot bag 24 ²⁰ Pallets/ 2 cu. foot bag (2040 bags)	\$ <u>3.99</u> \$ <u>6783.00</u>
2	Bagged Melaleuca (100% Grade "A" Shredded)	Each By Trailer (1260)	2 cu. foot bag 24 ¹⁸ Pallets/ 2 cu. foot bag (1020 bags)	\$ <u>1.61</u> \$ <u>2028.60</u>
3	Bagged Pine Bark (Nuggets)	Each By Trailer	2 cu. foot bag 24 Pallets/ 2 cu. foot bag (1920 bags)	\$ <u>N/B</u> \$ _____
4	Bulk Eucalyptus (100% Grade "A" Shredded)	Each bulk / Trailer	115 cy. Yds.	\$ <u>N/B</u>
5	Bulk Melaleuca (100% Grade "A" Shredded)	Each bulk / Trailer	100 ⁸⁰ cu. yds.	\$ <u>17.80</u>
6	Bulk Pine Bark (Nuggets)	Each bulk / Trailer	100 cu. yds.	\$ <u>N/B</u>

Bid No. 06-3912 - "Purchase & Delivery of Inorganic and Organic Mulch"

BID RESPONSE CONTINUED

Item #	Item	Quantity	Unit	Unit Price
7	Designers Choice Premium Red (100% Recycled wood dyed mulch)	Each	2 cu. ft. bag	\$ <u>1.98</u>
		By Trailer	1400-2 cu.ft. bags	\$ _____
		Bulk	800 cu. yds.	\$ <u>19.40</u>
8	Designers Choice Natural Cypress (100% Recycled wood dyed mulch)	Each	2 cu. ft. bag	\$ _____
		By Trailer	1400 ea. 2 cu.ft. bags	\$ <u>1.93</u>
		Bulk	100 cy. yds.	\$ <u>18.50</u>
9	Colored Enhanced Eucalyptus 100% Grade "A Eucalyptus	Each	1.5 cu. ft. bag	\$ _____
		By Trailer	96 bags/pallet 22 pallets 2112 bags	\$ <u>N/B</u>
10	Premium Color Mulch - "Burnt orange"	Each	2.0 cu. ft. bag	\$ <u>2.09</u>
		By Trailer	70 bags/pallet 1822 pallets 4050 bags	\$ <u>2633.40</u>
		(1260)		
11	Pine Straw Mulch (less than 600 bales)	Each	Bale	\$ <u>3.45</u>
12	Delivery/Freight Charge	Per Trailer	less than truckload	\$ <u>70.00</u>

II. INORGANIC MULCH

1	½" Washed Shell	Each	Per Ton X 1.43 YO Price =	\$ <u>27.75</u> # <u>39.68</u>
2	Delivery/Freight Charge	Per Trailer	less than truckload	\$ <u>70.00</u>

Are all products bid available at this time?

 Yes No