

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made **this 7th day of February, 2007**, by and between **Liverpool Water Witch Marine and Engineering Company Limited**, whose address is **Navigation House, 2-6 Lightbody Street, Liverpool L5 9UX UK** ("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 amount not-to-exceed \$52,780.00** 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, 370 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 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:

Liverpool Water Witch Marine and Engineering Company Limited
Navigation House, 2-6 Lightbody Street
Liverpool L5 9UX UK
Attention: Jackie Caddick, Director

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.

165. **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:

"SELLER":

Liverpool Water Witch Marine and Engineering Company

Limited

(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

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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	OPENING DATE & TIME
11/09/06	DEBRIS COLLECTION AND WATERWAY MAINTENANCE CRAFT	033-07	11/27/06 2:00PM
PRE-BID DATE, TIME AND LOCATION:			
N/A			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL LIVERPOOL WATER WITCH MARINE & ENGINEERING COMPANY LIMITED	
MAILING ADDRESS NAVIGATION HOUSE, 2-6 LIGHTBODY STREET, LIVERPOOL L5 9UX UK	
CITY-STATE-ZIP	
PH: 00 44 151 2074874	EMAIL: sales@waterwitch.com
FX: 00 44 151 2981366	WEB ADDRESS: http://www.waterwitch.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.

AUTHORIZED SIGNATURE 	DATE	PRINTED NAME/TITLE JACKIE CADDICK, DIRECTOR
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Please initial by all that apply
I acknowledge receipt of the following addendum

Addendum #1
 Addendum #2
 Addendum #3
 Addendum #4

BID SCHEDULE

1. PRICE OF HULL W/ALL OPTIONS LISTED: \$52,780.00

2. STATE DELIVERY LOCATION IF OTHER
 THAN NAPLES LANDING: PORT MIAMI

DELIVERY PERIOD: 4-6 WEEKS TO OCEAN CARRYING VESSEL EX-UK FROM
 ACCEPTANCE OF ORDER.

BID NOTES:

SPECIFICATION AS PER SPECIFIED IN BID
 PLEASE NOTE OPERATOR CUDDY VERSION IS NOT AVAILABLE ON THIS
 VESSEL AND THE WEED CUTTER ATTACHMENT CAN BE PURCHASED DIRECT
 FROM US MANUFACTURER - SEE ATTACHED
 WARRANTY INFORMATION AND TERMS OF SALE ATTACHED
 BID VALID FOR 90 DAYS FROM
 PRICE IS DELIVERED CIF PORT MIAMI AND DOES NOT INCLUDE ANY
 IMPORT DUTIES OR LOCAL TAXES OR LEVIES WHICH MAY BE PAYABLE.
 TO BE SHIPPED UNDER HTS CODE 89069010 (HULLS) FREE OF DUTY

OPTIONAL IN ADDITION TO ABOVE:

SERVICES OF WATER WITCH ENGINEER TO
 ASSIST WITH ENGINE FITTING/OPERATOR
 FAMILIARITY (ALLOW 4 DAYS ON-SITE) \$ 1,560.00

WARRANTY

In addition to the Purchaser's statutory rights the following warranties shall apply:

- 1.1 Subject to the conditions set out below and otherwise expressly set out herein the Builder/Seller warrant to the Purchaser that the Boat will be of satisfactory quality and fit for the purpose(s) made known to the builders in writing prior to the date of this Agreement whether or not such purpose is one for which the Boat is commonly supplied and will correspond with the Specification and any variation, addition or modification thereto. The Builder/Seller further warrant that the Boat will be free from defects in materials and workmanship for a period of 1 year from the time of delivery. This warranty excludes the outboard engine, which is to be supplied and fitted by the customer at their own cost.
- 1.2 The Builder/Seller warrant to the Purchaser that on delivery the Boat will comply with:
- 1.3 All legislative requirements and regulations relating to the sale of the Boat in the European Union for any purpose(s) made known under 8.1 above; or
- 1.4 The Builder/Seller shall have no liability for any defect in the Boat arising from the Specification supplied, provided or varied by the Purchaser
- 1.5 The warranty covers any defect due to bad workmanship or use of defective materials which become apparent during the period of 1 year from the time of delivery provided that the defect is notified in writing within one month from it's discovery
- 1.6 The Builder/Seller should have no liability whatsoever for any consequential loss, damages or expense in any way deriving from or connected with any defects or for defects due to normal wear and tear, overloading, or due to corrosion or the materials or due to accidents, fire, improper loading or stowage of the boat, mismanagement or negligence in the use and maintenance of the boat.
- 1.7 The Builder/Seller or it's nominated representative has the right to investigate validity of Purchaser's claim.