

## AGREEMENT FOR PURCHASE AND SALE OF GOODS

**THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement")** is made this **21<sup>st</sup> day of February, 2007**, by and between **Pat's Pump and Blower**, whose address is **630 W. Church Street, Orlando, Florida 32805** ("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 \$241,389.00** 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:

**Pat's Pump and Blower**  
**630 W. Church Street**  
**Orlando, Florida 32805**  
**Attention: Steve Newman**

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.

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

ATTEST:

"SELLER":  
**Pat's Pump and Blower**

(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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CITY OF NAPLES, FLORIDA

October 24, 2006

RE: "PIGGYBACK" PURCHASE OF SEWER CLEANER TRUCK  
VIA AWARD FROM BID # 056-0265-B (JL) PINELLAS CO. FLORIDA  
DATED 20-APR-06

Pat's Pump and Blower is pleased to offer the City of Naples, FL the opportunity to purchase a new 2006 AQUATECH SEWER CLEANER unit via the above documented award. As we currently have a stock chassis at our factory suitable for your specification, delivery is anticipated at 90-120 days ARO.

Copies of the Bid Specification submittal, Purchase Order, Bid Tabulation sheet, Options sheet and literature are enclosed for your verification.

BASE CONTRACT PRICE \$235,942.00

NAPLES SELECTED OPTIONS

ITEM #DESCRIPTION

8	STD. FOOTAGE COUNTER ILO DIGITAL	(-)	\$ 495.00
13	STD. FILL ILO AUTO FILL	(-)	\$ 597.00
16	STD. EXTENSION BOOM TO 23' ILO 25	(-)	\$ 1,200.00
21	STD. LEVELWIND ILO AUTO LEVELWIND	(-)	\$ 3,499.00
25	WATER PUMP 80 GPM @ PUMP ILO NOZZLE	(-)	\$ 1,495.00
26	DEDUCT SPRAY "DUCK BILLS"	(-)	\$ 1,000.00
1	7YD DEBRIS CAPACITY-1500 GALLON WATER	(+)	\$ 5,700.00
11	TRAFFIC CONE HOLDER	(+)	\$ 384.00
12	CORNER STROBE LIGHTING PACKAGE	(+)	\$ 2,980.00
17	BOOM FLAP CONTROL AT DUMP STATION	(+)	\$ 795.00
18	OPERATOR SANITARY STATION	(+)	\$ 199.00
27	ARROWSTICK AT REAR OF DEBRIS BODY	(+)	\$ 795.00
29	8" FLUIDIZER TUBE	(+)	\$ 280.00

DEALER SUPPLIED OPTIONS

ITEM DESCRIPTION

A	REAR MOUNT VISION CAMERA SYSTEM	(+)	\$ 2,600.00
B	310 HP INTERNATIONAL CHASSIS ILO STERLING		\$ N/C
C	624(J) ROOTS FRAME BLOWER ILO 827RCS		\$ N/C
<b><u>TOTAL DELIVERED PRICE WITH SELECTED OPTIONS</u></b>			<b>\$ 241,389.00</b>

**WARRANTY\***

Debris Body	(5) years 100% + 5 years prorated
Water Tanks	Lifetime
Water Pump	(5) years
PD Blower	(18) mos
All Other components	(12) mos
Chassis	(12) mos

\*Consumables and normal wear items excepted

**Notes:**

Color of Chassis and Body to be manufacturers' white.

Air ride driver's seat

Diamond Logic Integrated diagnostics package

Integral Safety Interlocks

ALL Standard Equipment included

**TRAINING:**

Onsite for as much time as City User Department determines operation personnel require.

"Short school" for fleet department / operations for routine inspection and maintenance to be ½ day.

**OPTIONAL MAINTENANCE PACKAGE**

The City may elect to purchase ON SITE maintenance services for the **AQUATECH BODY UNIT ONLY** as follows:

**BASE PACKAGE**

Quarterly PM including adjustments, non critical component repair, Blower and Water pump maintenance. Report submitted detailing services, abnormal wear patterns, recommendations.

Annual cost	\$ 4,200.00
Non-warranty parts	\$ To be added

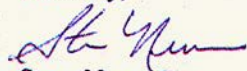
**COMPREHENSIVE PACKAGE**

Preventative Maintenance as described in Base Package performed 8 times per year

Annual Cost	\$ 8,400.00
Non - warranty parts	\$ To be added

Should we be favored with this order, please remit PO to address on page 1.

Sincerely,



Steve Newman  
941-232-3298  
cmeoffl@aol.com

**IN A TOTAL AMOUNT OF \$241,389.00**