

AGREEMENT FOR PURCHASE AND SALE OF GOODS

Bid/Proposal No. 043-09

Contract No. _____

Project Name Purchase of Quicklime

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this 7 day of October, 2009, by and between **Chemical Lime Company of Alabama, LLC**, whose address is 4720 Cleveland Heights Blvd., Ste 203, Lakeland, FL 33813 ("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 chemical **Quicklime** as 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 a not-to-exceed amount of: **\$1,837,987.20** 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, 1400 Third Ave. North, 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. **Bid Documents.** The terms and conditions of the Invitation to Bid attached hereto and made a part hereof as Exhibit "B" shall be incorporated herein as a part of this Agreement.

14. **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: A. William Moss, 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 of Alabama, LLC**
Address: 4720 Cleveland Heights Blvd., Ste 203
Lakeland, FL 33813
Attention: John L. Thompson, FL Mgr.

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

15. **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.

16. **Effective Date. Effective Date. This One-year Agreement shall commence October 1, 2009 and expire September 30, 2010 with the City's option to renew 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 Company of Alabama, LLC

(Corporate Seal)

(Print Name: _____)

By: _____
Authorized Representative

ATTEST:

"BUYER"

City of Naples, Florida

By: _____
Tara A. Norman, City Clerk

By: _____
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

Agreement for Purchase and Sale of Goods
358322_1 97853_2

City of Naples



INVITATION FOR BID


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

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

| | | | |
|--------------------------------------|--|--------------------------|--|
| NOTIFICATION DATE: 8/10/09 | TITLE: Purchase of Chemicals | NUMBER: 043-09 | OPENING DATE & TIME: 2:00PM 08/27/09 |
| PRE-BID DATE, TIME AND LOCATION: | | | |

| | |
|---|-----------------------------------|
| NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: Chemical Lime Company of Alabama, LLC. | |
| MAILING ADDRESS: 4720 Cleveland Heights Blvd., STE 203 | |
| CITY-STATE-ZIP: Lakeland, FL 33813 | |
| PH: 863-644-9010 | EMAIL: john.thompson@lhoistna.com |
| FX: 863-644-9030 | WEB ADDRESS: 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.

| | | |
|---|------------------|---|
| AUTHORIZED SIGNATURE  | DATE 08/25/09 | PRINTED NAME/TITLE John L. Thompson, FL Mgr. |
| <small>Please initial by all that apply</small> I acknowledge receipt of the following addendum <input type="checkbox"/> Addendum #1 <input type="checkbox"/> Addendum #2 <input type="checkbox"/> Addendum #3 <input type="checkbox"/> Addendum #4 | | |

PLEASE NOTE THE FOLLOWING:

- > **This page must be completed and returned with your bid.**
- > **Bids must be submitted in a sealed envelope, marked with bid number & closing date.**
- > **Bids received after the above closing date and time will not be accepted.**
- > **If you do not have an email address and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.**

BID SCHEDULE
(SHIPPING CHARGES MUST BE INCLUDED IN ALL BID PRICES)

| CHEMICAL | BRAND | EST. ANNUAL USAGE | UNIT COST | TOTAL |
|-------------------------------------|---------------|-------------------|-------------|------------|
| 1. Carbon Dioxide | NA | 325 Tons | no bid /TON | |
| 2. Cationic Polymer | NA | 400,000 lbs. | no bid /LB | |
| 3. Chlorine | NA | 550 Tons | no bid /TON | |
| 4. Emulsion Polymer | NA | 26,400 lbs. | no bid /LB | |
| 5. Orthophosphate/ polyphosphate | NA | 58,000 lbs. | no bid /LB | |
| 6. Sodium Hydroxide | NA | 120 Tons | no bid /TON | |
| 7. Sulfur Dioxide | NA | 16 Tons | no bid /TON | |
| 8. Quicklime | Chemical Lime | 8,000 Tons | 243.12 /TON | 1,944,960. |
| 9. Sodium Fluorosilicate | NA | 76,000 lbs | no bid /LB | |

Prompt Payment Terms: 0 % 30 days

Delivery will be made 2 days ARO.