

AGREEMENT FOR PURCHASE AND SALE OF GOODS

Bid/Proposal No.

Contract No. State # 03-760-000-S

Project Name Telescopic Loader for the Wastewater Treatment Plant

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this 18 day of August, 2010, by and between **Glade and Grove Supply Co. Inc.**, whose address is 1006 S. Main Street, Belle Glade, FL 33470 ("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 a Telescopic Loader for the Wastewater Treatment Plant 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 the total sum of: **\$74,350.66** 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, Equipment Services, Attn: Randy Bills, 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: 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: **Glade and Grove Supply Co., Inc.**
Address: 1006 S. Main Street
Belle Glade, FL 33470
Attention: George H. Cooper, President

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.** 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":
Glade and Grove Supply Co., Inc.

(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
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Glade and Grove Supply Co., Inc.

1006 S. Main Street, Belle Glade, FL 33470
 305 CR17A West, Avon Park, FL 33825
 981 New Harvest Road, Immokalee, FL 34142

EQUIPMENT PRICE QUOTE		6/15/2010
CUSTOMER:	CITY OF NAPLES c/o Randy Bills - (239) 213-4747 KEN HOLOWECKY GOVERNMENT SALES REP- (561) 703-2644 - cell	
QUANTITY	DESCRIPTION	PRICE
1	JCB 541-70T Loadall (Complete Machine) -FL State Contract= 30% off list complete machine -ROPS/FOPS Enclosed Cab- no A/C -Vinyl seat in lieu of fabric seat -48" wide Q-Fit Carriage -2.00 cu.yd. GP Bucket (Q-Fit)- #500L809 -Fire Extinguisher -2 Face Level Fans -Front/Rear Work Lights -4WD Disconnect -Total List= \$103,247.00	\$72,272.90
1	JCB 72x5x2 Pallet Forks (Q-Fit)- #500M803 (Addtl. Attachment) -FL State Contract= 10% off list for addtl. attachments/parts -List Price = \$1762.00	\$1,585.80
1	JCB 541-70T Machine Repair Manual (Parts Order/Optional) -FL State Contract= 10% off list for addtl. attachments/parts -List Price = 483.77	\$435.93
1	JCB 541-70T Machine Parts Manual (Parts Order/Optional) -FL State Contract= 10% off list for addtl. attachments/parts -List Price = \$62.26	\$56.03
TOTAL (Does NOT include any applicable taxes)		\$74,350.66
IF YOU HAVE ANY QUESTIONS REGARDING THIS QUOTE, PLEASE CONTACT KEN HOLOWECKY @ 800-433-4451, (561) 703-2644 - mobile , or kenh@gladeandgrove.com		
COMMENTS:	FL State Contract 03-760-000-S. Price listed above includes delivery to Naples, FL.	
APPROVED BY:		



JCB LOADALL

541-70T

**JCB Inc. North American
MACHINE PRICE LIST
in U.S. Dollars**

CHANGES TO INDIVIDUAL PRICE PAGES MAY OCCUR. PLEASE REFER TO THE
"WHAT'S NEW" SECTION FOR A COMPLETE LIST OF UPDATES.

EFFECTIVE: JANUARY 1, 2010



541-70T LOADALL

U.S. DOLLAR
PRICE PAGES

F.O.B.
SAVANNAH, GA

EFFECTIVE: JANUARY 1, 2010

STANDARD EQUIPMENT

GENERAL	One piece unitized mainframe with rigid frame and componentized driveline
ENGINE	4.4L (269 CID), 100 SAE GROSS HP, Dual element air cleaner, spin-on fuel filter, Fuel/water separator, Thermostart assist, Anti-freeze protection to -35 deg. F.
TRANSMISSION	JCB 4x4 Powershift, Powershuttle direction change, 2.2:1 ratio torque converter, transmission disconnect on loader lever.
AXLES	JCB MAX-TRAC with torque proportioning and outboard planetary drive, front axle limited slip differential
BRAKES	Internal mounted inboard on front axle, multi disc, oil immersed, Servo assisted Hydraulic actuation, self adjusting. Independent disc type parking brake with brake on alarm and transmission disconnect.
ELECTRICAL	12 volt, Meets IP67 water ingress test standard, 95 amp alternator, 850 CCA low maintenance battery. Reverse alarm
INSTRUMENTS	Audible and visual warning system, Tachometer, Hourmeter, Fuel Gauge, Coolant temp. gauge, Warning light for battery charge, air cleaner restriction, engine oil pressure, engine coolant temp., trans oil pressure, parking brake, lift extend and tilt on single lever control.
CAB UNIT	Meets SAE J231 FOPS/ SAE J1040 ROPS requirements, suspension seat with seat belt, tilt steering column, heater with defroster vent system, windshield wipers and washers for front/rear and roof glass, rear view and external mirrors, horn, in-cab storage. Backup alarm meets SAE J994, Operation video.
CANOPY UNIT	Meets SAE J231 FOPS/SAE J1040 ROPS requirements, suspension seat with seat belt, rear view mirror, horn, in-cab storage, backup alarm meets SAE J994, operation and parts manual Operation video.
TIRES	Choice of Options available (none standard)
TELESCOPIC BOOM	Two section, 23' lift height with hydraulic parallel lift, 8000 lbs. Maximum lift capacity.
CARRIAGE	Choice of Options available (none standard)
HYDRAULICS	Single lever joystick with "Loader" pattern control. Open center system with 23.2 GPM. Single auxiliary hydraulic service.
WARRANTY	2 Year full coverage warranty (please see the machine warranty certificate for details)

SECTIONS ARE ORGANIZED AS FOLLOWS:

Section 1 - PACKAGE BUILDS

Section 2 - CUSTOM BUILD - NEW FACTORY BUILT ORDERS

Section 3 - OPTIONS - NEW FACTORY BUILT ORDERS

Section 4 - ATTACHMENTS - NEW FACTORY BUILT ORDERS

DEALER FIT - LOADALLS and AG (LISTED SEPARATELY FOR ALL LOADALLS & AG MACHINES)

	541-70T LOADALL	U.S. DOLLAR PRICE PAGES	F.O.B. SAVANNAH, GA	EFFECTIVE: JANUARY 1, 2010
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SECTION I - PACKAGE BUILDS

Select one of the following machine **PACKAGE BUILD** codes and **ATTACHMENTS** as required from Section 4. **Package Build** configurations cannot normally be changed. If a **Package Build** does not meet your requirements please order a machine using the **Custom Build, Attachments & Options** Sections following.

SALES CODE	ITEM	PACKAGE BUILD CODE:	5338B	5338C
			CAB	CAB / AC
5338	541-70T 4WD 4 Wheel steer, Telescopic handler, Rigid Frame, 100 hp Turbo, Powershift		✓	✓
500A463	Michelin 460/70 R24 XMCL Agricultural Traction Radials			✓
500A408	15.5-25 SGL(12 ply) Industrial tread bias ply		✓	
500B431	One auxiliary hydraulic service		✓	✓
500C430	Cab with heater, tinted glass, front and rear wiper		✓	✓
500D411	Fabric suspension seat, includes 2" seatbelt, CAB ONLY		✓	✓
500E415	48" wide Q-Fit carriage with 2-1/4" fork shaft, USE L409 Load Guard		✓	✓
500F606	Operators manual - English Language		✓	✓
500G422	Front and Rear Roadlights (includes turn signals) - CAB		✓	✓
500K478	Face level fan		✓	✓
500H452	Engine block heater, 110-120 volt, 850 Watt		✓	✓
500H416	Limited Slip Differential (Front Axle only)		✓	✓
500K420	Deluxe cab trim including radio installation - manual steer mode selector		✓	✓
500K547	Air Conditioning			✓
500R401	Rear mounted 1 ton tow hitch		✓	✓
500G455	Front and Rear Worklights - CAB or CANOPY		✓	✓

Shipping Weight - Lbs.	17,011	17,051
Shipping Weight - Kgs.	7,716	7,734
SUGGESTED LIST PRICE	\$100,939	\$104,485

**541-70T LOADALL**U.S. DOLLAR
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SAVANNAH, GA

EFFECTIVE: JANUARY 1, 2010

SECTION 2 - NEW CUSTOM FACTORY BUILT ORDERS:

If a Package Build machine from Section 1 will not meet your requirements, please order a machine by selecting one code from each E (Essential) category below. Select Options and/or Attachments from Section 3 or 4.

JCB cannot normally modify existing factory inventory. Dealers should order and install items from the Dealer Fit Section to change existing machines.

SALES CODE	ITEM	WEIGHT		U.S. LIST
		(lbs.)	(kgs.)	
BASE MACHINE (E)				
5338	541-70T 4WD 4 Wheel steer, Telescopic handler, Rigid Frame, 100 hp Turbo, Powershift	14,485	6,570	\$84,116
TIRES (E)				
500A408	15.5-25 SGL(12 ply) Industrial tread bias ply	600	272	\$6,257
500A412	12.00 R 24 X-Mine D2 Michelin	700	318	\$15,240
500A463	Michelin 460/70 R24 XMCL Agricultural Traction Radials	600	272	\$6,599
AUXILIARY HYDRAULICS (E)				
500B431	One auxiliary hydraulic service	15	7	\$1,092
500B434	Two auxiliary hydraulic services	15	7	\$1,624
OPERATORS AREA (E)				
500C445	Canopy with clear right hand side glass	1,100	499	\$1,904
500C430	Cab with heater, tinted glass, front and rear wiper	1,150	522	\$4,118
SEATS (E)				
500D410	Vinyl suspension seat, includes 2" seatbelt, CANOPY ONLY <i>OK CAB</i>	50	23	\$157
500D414	Vinyl suspension seat, includes 3" Seatbelt, CANOPY ONLY	50	23	\$221
500D411	Fabric suspension seat, includes 2" seatbelt, CAB ONLY	50	23	\$637
500D415	Fabric suspension seat, includes 3" Seatbelt, CAB ONLY	50	23	\$700
500D412	Deluxe air suspension seat	77	35	\$1,223
CARRIAGE (E)				
500E400	No Carriage- includes mounting pins	50	23	\$0
500E415	48" wide Q-Fit carriage with 2-1/4" fork shaft, USE L409 Load Guard	500	227	\$1,760
OPERATORS MANUAL (E)				
500F606	Operators manual - English Language	5	2	\$0
500F856	Operators manual - French	5	2	\$0

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SECTION 3 - OPTIONS - NEW FACTORY BUILT ORDERS:

Select Optional Equipment as desired within limitations if indicated.

SALES CODE	ITEM	WEIGHT		U.S. LIST
		(lbs.)	(kgs.)	
TOW HITCH				
500R401	Rear mounted 1 ton tow hitch	55	25	\$192
500R403	Rear mounted 10 ton hydraulic tow hitch with hydraulics and electrics	250	113	\$2,725
OPERATORS COMPARTMENT OPTIONS				
500K470	Front windshield guard	10	5	\$288
500K478	Face level fan	5	2	\$176
500K465	Tilt and Telescopic Steering Column	20	9	\$188
500K547	Air conditioning	40	18	\$3,204
500K420	Deluxe cab trim including radio installation - manual steer mode selector	3	1	\$471
500K506	Deluxe cab trim including radio installation with electrical steer mode selector	3	1	\$1,177
500K466	Sun blind, front windshield and roof	4	2	\$205
500K477	Fire extinguisher	10	5	\$196
ELECTRICAL OPTIONS				
500H452	Engine block heater, 110-120 volt, 850 Watt	3	1	\$210
500H500	4WD disconnect	33	15	\$514
500G422	Front and Rear Roadlights (includes turn signals) - CAB	70	32	\$945
500G438	Front and Rear Roadlights (includes turn signals) - CANOPY	70	32	\$945
500G455	Front and Rear Worklights - CAB or CANOPY	70	32	\$288
500H475	Reversing Fan	10	5	\$712
HYDRAULIC OPTIONS				
500J401	Hydraulic Locking Pins for E415 Q-Fit Carriage	14	6	\$394
OTHER BASE MACHINE OPTIONS				
500L409	Loadguard (Use with Q-Fit carriage 500E415)	35	16	\$486
500H416	Limited Slip Differential (Front Axle only)	-	-	\$678

**** A COMPLETE LINE OF HIGH QUALITY RADIO & OBSERVATION SYSTEMS IS AVAILABLE THROUGH JCB AFTERMARKET ACCESSORIES. CONTACT YOUR PARTS DEPARTMENT FOR COMPLETE DETAILS AND REFER TO TECHWEB BULLETIN 3441.**

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EFFECTIVE: JANUARY 1, 2010

SECTION 4 - ATTACHMENTS - NEW FACTORY BUILT ORDERS:

Select Attachments as desired within limitations if indicated.

SALES CODE	ITEM	WEIGHT		U.S. LIST
		(lbs.)	(kgs.)	
BUCKETS (Q-Fit mounted)				
500L129	1.75 cu. yd, 96" wide GP bucket	1,005	456	\$3,060
500L809	2.0 cu. yd, 96" wide GP bucket	1,050	476	\$4,397
500P105	2.25 cu. yd, 96" wide light material bucket	905	411	\$3,489
500L804	2.5 cu. yd, 96" wide light material bucket	1,310	594	\$4,367
500L118	1.1 cu. yd, 88" wide 6 in 1 Multipurpose bucket	1,630	739	\$8,366
500E263	1.75 cu. yd, 96" wide scrap grapple, twin independent clamps	1,850	839	\$7,040
500L805	2.25 cu. yd, 96" wide scrap grapple, twin independent clamps	2,350	1,066	\$8,153
500E422	2.25 cu. yd, 96" wide trash clamp bucket, single full width clamp	2,350	1,066	\$8,079
500L810	96" wide cutting edge, for use on all 96" wide buckets	165	75	PARTS
500E226	88" wide cutting edge, for use on all 88" wide buckets	150	68	PARTS
CARRIAGES (Q-Fit mounted)				
500Q800	48" wide side tilt carriage, 2-1/4" fork shaft	500	227	\$5,273
500Q801	66" wide side tilt framers carriage with 2-1/4" fork shaft	550	249	\$5,469
500Q802	48" wide side shift carriage with 2-1/4" fork shaft	500	227	\$5,666
500Q803	66" wide side shift framers carriage with 2-1/4" fork shaft	550	249	\$5,904
500Q804	60" wide ITA Class III industrial carriage, (Use with M808 forks)	200	91	\$2,449
FORK SETS				
500M800	48" x 4" x 2" brick forks (2) for 2-1/4" fork shaft	250	113	\$1,005
500M808	48" x 5" x 2" ITA class III forks	370	168	\$1,440
500M208	48" x 5" x 2" pallet forks (2) for 2-1/4" fork shaft (UK sourced)- previously 500M801	318	144	\$1,299
500M802	60" x 5" x 2" pallet forks (2) for 2-1/4" fork shaft	362	164	\$1,527
500M803	72" x 5" x 2" pallet forks (2) for 2-1/4" fork shaft, 6200lbs capacity at 36" load center	474	215	\$1,762
500M804	48" x 2" x 2" block tines (6) for 2-1/4" fork shaft	462	210	\$2,426
OTHER ATTACHMENTS				
500Q805	12' truss boom, 1400lbs capacity	400	181	\$2,711
500Q806	Q-Fit blank	100	45	\$643
500Q807	Manure fork and grab, 65 cu.ft. includes top grab	900	408	\$7,201
500H284	Hay squeeze, 12" sideshift with 7' width of bales, 9'1" wide open	1,240	562	\$11,049
500Q808	Angle broom, 96" wide	1,150	522	\$9,525
500Q810	2150EH Auger includes hoses and Q-Fit coupler	421	191	\$3,130
500T806	9" Auger bit	75	34	\$460
500T807	12" Auger bit	101	46	\$515
500T808	18" Auger bit	163	74	\$695
500T809	24" Auger bit	200	91	\$792
500T817	36" Auger bit	340	154	\$1,265

w/ BASE MACHINE

P2 DISC

Welcome DONALD SHAW

Help Personalize Log Out



Parts Availability

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Availability Overview

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Quantity available to promise (ATP - Produced on 06/15/2010 at

Material: 9803/3730
 Description: 531-70 S/MANUAL, EN
 Unit: each
 Rounding Profile:
 * List Price: 483.77 USD
 Net Weight: 0.000 KG
 X-Distbn Chain Status: P

Plant	ATP Quantity
USA Service SAV	1.000
Canada Service	0.000
TOTAL	1.000

Portal Favorites

There are no items to display

Welcome DONALD SHAW

Home Personalize Log Off



Parts Availability

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Availability Overview

Menu Back Cancel Tools

Quantity available to promise (ATP - Produced on 06/15/2010 at

Material: 9810/7063
 Description: 541-70 PARTS BOOK
 Unit: each
 Rounding Profile:
 * List Price: 62.26 USD
 Net Weight: 0.000 KG
 X-Distbn Chain Status: P

Plant	ATP Quantity
USA Service SAV	0.000
Canada Service	0.000
TOTAL	0.000

Portal Favorites

There are no items to display