

## AGREEMENT FOR PURCHASE AND SALE OF GOODS

Bid/Proposal No. 072-12

Contract No. 12-00080

Project Name Purchase of Police Boat

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this 19th day of December, 2012, by and between Edgewater Power Boats, LLC, whose address is 211 Dale Street, Edgewater, FL 32132 ("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 sum of: **\$128,946.00** 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 City of Naples, City Dock, 880 12<sup>th</sup> Ave S, 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  
735 Eighth Street South  
Naples, Florida 34102-3796  
Attention: **A. William Moss**, City Manager

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:

Edgewater Power Boats, LLC  
211 Dale Street  
Edgewater, FL 32132  
Attention: **Christine Washington**, Customer Service

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:



Kathleen E. Jones  
(Print Name: Kathleen E. Jones)

ATTEST:

Patricia L. Rambosk  
By: Patricia L. Rambosk  
Patricia L. Rambosk, City Clerk

SELLER:

Edgewater Power Boats, LLC

By: [Signature] (Corporate Seal)  
Authorized Representative  
DIRECTOR OF SALES

BUYER

City of Naples, Florida

By: [Signature]  
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: [Signature]  
Robert D. Pritt, City Attorney

Agreement for Purchase and Sale of Goods  
358322\_1 97853\_2

## EXHIBIT A

### SCOPE OF WORK

OVERVIEW: The City of Naples (CITY) is a coastal community along the gulf coast in southwest Florida. The CITY has funds budgeted to purchase a vessel (boat) and trailer to provide law enforcement on the water for its citizens. Since Naples has both inland bays and coastal waters, the boat must be able to work in shallow waters, but must also be seaworthy for off shore responses into gulf waters.

#### General Specifications:

1. Vendor is required to provide complete warranty information including warranties on workmanship.
2. Vendor must provide company history and history of building a boat with same or similar specifications to those listed. References should include history constructing law enforcement vessels.
3. Prior to award, the vendor was required to provide a demo boat for inspection and sea trial by the CITY.
4. Upon award of contract and delivery of the boat, the vendor agrees to provide one day of "on the water" training to CITY staff.
5. Pricing will include delivery to the City of Naples.

**EXHIBIT B**

**BID PRICING**

Include subcategory prices in the total of each category.

	<b>DESCRIPTION</b>	<b>PRICE</b>
1.0	Hull – Deep V, Center Console	\$50,902.00
1.01	Length 26-27 feet minimum	
1.02	Beam width 8'6' to 10 feet	
1.03	Draft 20-22 inches	
1.04	Fiberglass Construction (no wood)	
1.05	Gelcoat Finish – White / Off-white	
1.06	Ten inch cleats w/ thru mounting (2 bow, 2 stern, 2 spring)	
1.07	316 Stainless Steel Hardware	
1.11	Forward & Aft Bilge Pumps	
1.12	Twin batteries with battery switches	
1.13	Leaning Post Seating	\$1,040.00
2.0	T-Top w/ Black Canvas (Sunbrella)	\$4,531.00
2.01	Anodized Aluminum Frame	
2.02	Frame Arch to support Electronics	
2.03	Mounted to Floor and Console	
2.04	Width of Beam Length Min. 6ft.	
2.05	Instrument Box (Black)	\$619.00
2.06	Spreader Lights (Black) Port & Starboard (4)	
2.07	Antenna Mounting Pads	
2.09	Forward spotlight with remote (mounted)	\$730.00
2.10	Overhead storage for life jackets / gear	\$254.00
3.00	Engines	\$46,722.00
3.01	Twin Mercury 250 Verados & Gauges	INCLUDED
3.02	Pre-Rigging	INCLUDED
3.03	Installation	INCLUDED
3.04	Stainless Props	INCLUDED
4.00	Law Enforcement Accessories	\$2,808.00
4.01	Light bar (Led)	RADAR/LIGHTBAR ARCH - \$557.00
4.02	Siren & amplifier	
4.03	Public Address / Speakers	

**Pricing Continued**

5.00	Electronics Package	\$5,189.00
5.01	Garmin #5212 GPS/Chartplotter/Sounder	
5.02	Thu-Hall 1 KW Transducer	
5.03	Dual Frequency Digital Sounder	
5.04	Blue Chart	
5.05	GPS Antenna	
5.06	Radar 6 KW	\$5,115.00
5.07	VHF Radio w/ DSC	\$556.00
5.08	8ft Shakespeare Antenna	
5.09	All Necessary Mounts	
5.10	Installation of Police Radio & Antenna (provided by the City)	\$250.00
6.00	Trailer	\$6,734.00
6.01	F.D.O.T Approved	
6.02	Aluminum Frame	
6.03	Tandem Axle	
	<b>TOTAL</b>	<b>\$126,007</b>
7.00	Options	
	Bottom Paint - Black 2 Coats	\$2,025.00
	Additional Auxiliary Battery	\$188.00

**PAYMENT TERMS: NET 30**

---



---

**DELIVERY TIME: 120 DAYS ARO**

---

**ADDITIONAL INFORMATION: DELIVERY TO NAPLES: \$726.00 SEE ATTACHED QUOTE FOR DETAILS OF SPECIFIC OPTIONS. (EXHIBIT B-1)**

---



---



---



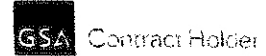
---



---



**NAPLES POLICE DEPARTMENT  
MARINE DIVISION  
MASTER OFFICER JEFF PERRY  
355 RIVERSIDE CIRCLE  
NAPLES, FL 34102  
PHONE: 239-213-4844  
E-MAIL: jperry@naplesgov.com**



QUOTED DATE: 10-01-2012  
QUOTED BY: CHRISTINE WASHINGTON  
GOVERNMENT CUSTOMER SERVICE  
PHONE: 386-426-5457 EXT 30 FAX: 386-426-1999  
E-MAIL: CHRISTINE@EWBOATS.COM

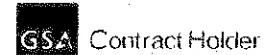


PRICING

PART NUMBER	EDGEWATER POWER BOATS COMMERCIAL 268 CC	COMMERCIAL
<b>WARRANTY INFORMATION</b> HULL AND DECK NON-PRORATED 10 YEARS FIBERGLASS ENCASED COMPONENTS 10 YEARS ACCESSORIES INSTALLED AT EDGEWATER POWER BOATS 1 YEAR		
8C-5268-12	<b>BASE BOAT:</b>	<b>\$50,802</b>
	HULL COLOR: WHITE	
	DECK COLOR: WHITE	
	CANVAS COLOR: BLACK	
	ALUMINUM WORK: ANODIZED	
8C-0100	<b>ENGINE EQUIPMENT &amp; ENGINE INSTALLATION OPTIONS:</b>	
<del>8C-0100</del>	ENGINE: TWIN MERCURY 2500L VERADO - OUTBOARD, 4-STROKE, 25" SHAFT - V6	<b>\$46,722</b>
8C-EMC-0100-DVER	ENGINE: PRERIG: MERCURY VERADO DTS SMARTCRAFT PRE-RIGGING - TWIN ENGINES	<b>INCLUDED</b>
8C-0102	ENGINE: INSTALLATION & TEST, DUAL	<b>INCLUDED</b>
8C-0111	ENGINE: PROPELLER, STAINLESS STEEL 3 BLADE V-6 (EA)	<b>INCLUDED</b>
8C-0200	<b>HULL COLORING/LETTERING/PAINT &amp; LABELING OPTIONS:</b>	
8C-0240	BLACK BOTTOM PAINT (TWO COATS)	<b>\$2,025</b>
8C-0300	<b>CONSOLE &amp; STEERING OPTIONS:</b>	
N/A	N/A	<b>N/A</b>
8C-0400	<b>HEAVY DUTY HULL EQUIPMENT OPTIONS:</b>	
8C-0428	RUBBING STRAKES, EXTRA HEAVY DUTY - (12' LENGTH)	<b>\$1,998</b>
8C-0500	<b>LIGHTING OPTIONS</b>	
8C-0520	SPOTLIGHT, REMOTE CONTROL, "GUEST", 5", 72,000 SPOT OR 30,000 FLOOD, CANDLE POWER, STAINLESS STEEL, MODEL #22040A, 381006	<b>\$730</b>
8C-0600	<b>SEATING OPTIONS</b>	
8C-0603	LEANING POST, TUBULAR ALUMINUM W/ A FIXED BACKREST, 94 QUART COOLER, STORAGE UNDER SEAT (INCLUDES STANDARD SEAT CREDIT)	<b>\$1,040</b>
8C-0700	<b>LAW ENFORCEMENT OPTIONS</b>	
8C-0459	ANODIZED ALUMINUM FRAME ARCH, FOR MOUNTING A LIGHT BAR & RADAR ON T-TOP	<b>\$557</b>
8C-0702	LIGHT BAR, WHELEN, MINI EDGE ULTRA FREEDOM SERIES, MODEL FT8****P, LINEAR LEDS (4), (3 3/4" * 10 * 28 1/4), BLUE OR RED, SIREN, WHELEN, PA/CONTROL HEAD, MODEL WPA3FM, AMPLIFIER, WHELEN, WATERPROOF 100 WATT, MODEL WPA 112, SPEAKER, WHELEN, LOW PROFILE FOR THE ULTRA FREEDOM SERIES, MODEL SA 40, ST BLADE FUSE BLOCK, 6 POSITIONS, BLUE SEA SYSTEMS, MODEL #5025	<b>\$2,808</b>
8C-0800	<b>WEATHER PROTECTION OPTIONS</b>	
8C-0801	T-TOP, HEAVY DUTY ALUMINUM FRAME, W/CANVAS TOP, BLACK SPREADER LIGHTS, PORT & STARBOARD (2), ANTENNA MOUNTING PADS (4) & FORWARD SPOTLIGHT MOUNTING PAD (1)	<b>\$4,531</b>
N/A	T-TOP, INSTRUMENT BOX, 31", BLACK	<b>\$619</b>
8C-0814	T-TOP, PERSONAL FLOTATION DEVICE POUCH	<b>\$254</b>
8C-0860	WEATHER CURTAIN SYSTEM FOR T-TOP (3 PIECE)	<b>\$3,139</b>



NAPLES POLICE DEPARTMENT  
 MARINE DIVISION  
 MASTER OFFICER JEFF PERRY  
 355 RIVERSIDE CIRCLE  
 NAPLES, FL 34102  
 PHONE: 239-213-4844  
 E-MAIL: jperry@naplesgov.com



QUOTED DATE: 10-01-2012  
 QUOTED BY: CHRISTINE WASHINGTON  
 GOVERNMENT CUSTOMER SERVICE  
 PHONE: 386-426-5457 EXT 30 FAX: 386-426-1999  
 E-MAIL: CHRISTINE@EWBOATS.COM



PRICING

PART NUMBER	EDGEWATER POWER BOATS COMMERCIAL 268 CC	COMMERCIAL
8C-0900	<b>DIVE/RESCUE &amp; TOWING OPTIONS</b>	
8C-0901	DIVE/RESCUE DOOR 34" TOP, ALUMINUM FRAME, REMOVABLE DOOR W/MOUNTING BRACKETS & REMOVABLE LADDER W/MOUNTING BRACKETS	\$7,500
8C-0922	ENGINE CRASH RAIL, ALUMINUM FRAME	\$1,163
8C-1000	<b>ELECTRICAL SYSTEMS</b>	
88-0189	ADDITIONAL AUXILIARY BATTERY	\$188
88-1087	WINDLESS, LEWMAR, MODEL #SPRINT V700, WITH RODE, 1/4" X 15' CHAIN & 1/2" X 200' ROPE, (DOES NOT INCLUDE ANCHOR)	\$1,527
8C-2000	<b>ELECTRONICS OPTIONS</b>	
88-1751	"GARMIN", ELECTRONICS PACKAGE, GPS/MAP/SOUNDER, MODEL #5212, W/INTERNAL GPS SENSOR, WORLDWIDE SATELLITE IMAGERY, BUILT-IN BLUECHART G2 FOR US COASTAL, G2 VISION COMPATIBLE, *INCLUDED* GPS ANTENNA NMEA 2000, ANTENNA MOUNTS, NMEA 2000 CABLES & TEES, POWER CABLE, NMEA 0183 CABLE, VIDEOCAT THREE NETWORK PORTS ON EACH CHARTPLOTTER, MODEL #010-00593-01, GSD 24, DIGITAL REMOTE SOUNDER, 500 WH/KW/ZKW RBMS, DUAL FREQUENCY 50KHZ/200KHZ, MODEL #010-00957-00, TRANSDUCER, MODEL #B164, 1 KW, 200/50, 20 DEGREE TILTED ELEMENT, BRONZE THRU-HULL, W/TEMPERATURE, MODEL #10-11010-20, ST BLADE FUSE BLOCK, 6 POSITIONS, "BLUE SEA SYSTEMS", MODEL #5025	\$5,189
TBD	"GARMIN", GMR 604 XHD MARINE RADAR, 6KW, 4 FEET OPEN ARRAY, MODEL #K10-00012-02, GMR 604 MARINE RADAR PEDESTAL - DIGITAL PROCESSING - 6KW, 72 NMILE, MODEL #010-00738-00	\$5,115
88-1717	VHF RADIO, "GARMIN, MODEL #VHF 100 - NMEA 0183 INTERFACE FOR DSC, MODEL #010-00754-00, VHF ANTENNA, RATCHET MOUNT, STAINLESS STEEL, "LILLY" MODEL #101, VHF ANTENNA, SHAKESPEARE, 8'-0", GALAXY, 6dB, W/STAINLESS STEEL FERRULE, MODEL #5225	\$556
N/A	AGENCY RADIO INSTALLATION	\$250
8C-1200	<b>WEAPONS SYSTEMS</b>	
N/A	N/A	N/A
8C-1300	<b>COMMISSIONING GEAR</b>	
N/A	N/A	N/A
8C-1400	<b>TRAILER OPTIONS</b>	
8C-1411	HEAVY DUTY ALUMINUM I-BEAM, TANDEM AXLE, MODEL #927A, 9,000 LB., H15", COMMERCIAL 268 CC, HYDRAULIC SURGE DISC BRAKES, 8,000 TO 15,000 LB., 1ST AXLE, HYDRAULIC SURGE DISC BRAKES, 8,000 TO 15,000 LB., 2ND AXLE, SPARE TIRE CARRIER, HEAVY DUTY, 15" TIRES & SPARE TIRE, 15"	\$6,734
8C-1500	<b>SHIPPING OPTIONS</b>	
	FREIGHT: TO NAPLES POLICE DEPARTMENT 355 RIVERSIDE DRIVE, NAPLES FL	\$726
8C-1600	<b>ACCEPTANCE TRAILS/DOCUMENTATION</b>	
N/A	N/A	N/A
<b>TOTAL PRICE</b>		<b>\$144,273</b>
DELIVERY 120 DAYS ARO/PAYMENT TERMS NET 30 DAYS THE PRICING IS VALID FOR 90 DAYS FROM THE ORIGINAL DATE OF THE QUOTE		