

## AGREEMENT FOR PURCHASE AND SALE OF GOODS

Bid/Proposal No. 050-13

Clerk Tracking No.

13-00085

Project Name: Submersible Well Water Pumps and Motors

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this 16<sup>th</sup> day of October, 2013, by and between Naples Armature Works LLC, dba Naples Armature Works, whose address is 1101 5<sup>th</sup> Avenue South; Naples, Florida 34102 ("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's Bid Schedule, Bid No. 050-13** 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 as allocated within their adopted budget the indicated Bid Schedule pricing per item in attached Exhibit A 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 Utilities Department; Maintenance Division; 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. **Bid Documents.** The terms and conditions of the **Invitation to Bid No. 050-13** herein referenced 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:

To Seller:  
Naples Armature Works LLC, dba Naples Armature Works  
1101 5<sup>th</sup> Avenue South  
Naples, Florida 34102  
Attention: **Janet Blumert**, Vice President  
FEI/EIN No. 59-0712610

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.

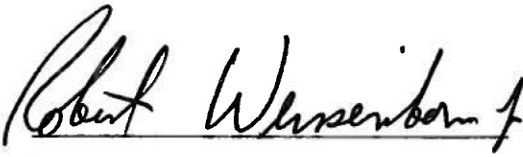
16. **Effective Date.** This Agreement shall take effect on the day of execution by the last party to execute this agreement and shall be **valid through September 30, 2015 with the City's (Buyer's) and Seller's option upon mutual agreement for three (3) additional one-year (1) renewals.**

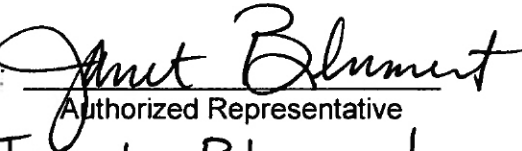
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

ATTEST:

SELLER:

Naples Armature Works LLC,  
dba Naples Armature Works  
1101 5<sup>th</sup> Avenue South  
Naples, Florida 34102  
Attention: **Janet Blumert**, Vice President  
FEI/EIN No. 59-0712610

  
ROBERT WEISSENBORN JR.  
Printed Name

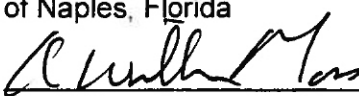
By:   
Authorized Representative  
Janet Blumert  
Printed Name

(Corporate Seal)

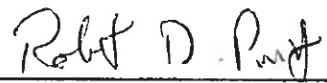
ATTEST:

BUYER

By:   
Patricia L. Rambosk, City Clerk

City of Naples, Florida  
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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Revised 7/7/03



**INVITATION TO BID**  
**CITY OF NAPLES**  
**PURCHASING DIVISION**  
**CITY HALL, 735 8<sup>TH</sup> STREET SOUTH**  
**NAPLES, FL 34102**  
**PH: 239-213-7100 FX: 239-213-7105**

<b>NOTIFICATION DATE:</b> 07/22/13	<b>TITLE</b> <b>Submersible Well Water Pumps and Motors</b>	<b>NUMBER:</b> 050-13	<b>OPENING DATE &amp; TIME:</b> 08/12/13 2:00 PM
<b>PRE-BID DATE, TIME AND LOCATION:</b> NONE			

<b>NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:</b> NAPLES ARMATURE WORKS	
<b>MAILING ADDRESS:</b> 1101 5th AVENUE SOUTH	
<b>CITY-STATE-ZIP:</b> NAPLES, FLORIDA 34102	
<b>PH:</b> 239-2102-4554	<b>EMAIL:</b> JANET@NAPLESARMATURE.COM
<b>FX:</b> 239-2102-6909	<b>WEB ADDRESS:</b> WWW.NAPLESARMATURE.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.

**FEI/EIN Number** 54-0712610

<b>AUTHORIZED SIGNATURE</b> <i>Janet Blument</i>	<b>DATE</b> 8-12-13	<b>PRINTED NAME/TITLE</b> JANET BLUMENT VICE PRESIDENT
<small>Please initial by all that apply</small> <small>I acknowledge receipt / review of the following addendum</small> ___ Addendum #1      ___ Addendum #2      ___ Addendum #3      ___ 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**

THIS SCHEDULE MUST BE RETURNED WITH BID

**FURNISH SUBMERSIBLE WELL WATER PUMPS AND MOTORS AS SPECIFIED**

**NOTE: Quantities of units are estimated, actual purchases will be based on compliance with specifications and available funds.**

- 1) **PUMP PER SECTION 1.1** Unit Cost: N/B  
Unit(s) A of the Minimum Specifications.  
Pump Mfg.: **Xylem/Goulds** Model#: **7CSLC-1**  
Stage(s): **1 stage** Size: **7.50"**  
Estimated Quantity: 1  
Time of Delivery: \_\_\_\_\_ Days ARO
  
- 2) **MOTOR PER SECTION 2** Unit Cost: \$1,870.  
Per the Minimum Specifications. That shall mate and drive the Pump Unit specified in Section 1.1 of the Specifications.  
Motor Mfg.: **Franklin** Model #: **2366024020**  
HP: **10HP** Size **6"**  
Motor Construction: **316 Stainless Steel**  
Estimated Quantity: 1  
Time of Delivery: 30 Days ARO
  

\* \* \* \* \*

  
- 3) **PUMP PER SECTION 1.2** Unit Cost: N/B  
Unit(s) B of the Minimum Specifications.  
Pump Mfg.: **Xylem/Goulds** Model #: **7CSLC-2**  
Stage(s): **2-Stage** Size: **7.50"**  
Estimated Quantity: 1  
Time of Delivery: \_\_\_\_\_ Days ARO
  
- 4.a) **MOTOR PER SECTION 2** Unit Cost: \$2,389.  
Per the Minimum Specifications. That shall mate and drive the Pump Unit specified in Section 1.2 of the Specifications.  
Motor Mfg.: **Franklin** Model #: **236 604 4020**  
HP: **20HP - 240 Volts** Size: **6"**  
Motor Construction: **316 Stainless Steel**  
Estimated Quantity: 1  
Time of Delivery: 30 Days ARO

**EXHIBIT B**

**BASIS OF COMPENSATION**

**As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment as indicated in Exhibit B-1, which is attached and made part of this Agreement.**

**END OF EXHIBIT B**

9) **PUMP PER SECTION 1.4**

Unit Cost: N/B

Unit(s) D of the Minimum Specifications.

Pump Mfg.: **Xylem/Goulds**

Model #: **9TNLC-2**

Stage(s): **2 Stage**

Size: **9.81"**

Estimated Quantity: 1

Time of Delivery: \_\_\_\_\_ Days ARO

10) **MOTOR PER SECTION 2**

Unit Cost: \$9,039

Per the Minimum Specifications. That shall mate and drive the Pump Unit specified in Section 1.5 of Specifications.

Motor Mfg.: **Franklin**

Model #: **2396036221**

HP: **75HP 480V**

Size: **8"**

Motor Construction: **316 Stainless Steel**

Estimated Quantity: 1

Time of Delivery: 30 Days ARO

\* \* \* \* \*

11) **PUMP PER SECTION 1.4**

Unit Cost: N/B

Unit(s) D of the Minimum Specifications.

Pump Mfg.: **Xylem/Goulds**

Model #: **9CNHC-2**

Stage(s): **2 Stage**

Size: **9.81"**

Estimated Quantity: 1

Time of Delivery: \_\_\_\_\_ Days ARO

12) **MOTOR PER SECTION 2**

Unit Cost: \$10,520

Per the Minimum Specifications. That shall mate and drive the Pump Unit specified in Section 1.6 of Specifications.

Motor Mfg.: **Franklin**

Model #: **2396046221**

HP: **100HP 480V**

Size: **8"**

Motor Construction: **316 Stainless Steel**

Estimated Quantity: 1

Time of Delivery: 30 Days ARO

**TOTAL COST OF 1 EACH OF ALL ITEMS LISTED:** \$ 38,223

PROMPT PAY TERMS: \_\_\_ % \_\_\_ DAYS.

Company Name NAPLES ARMATURE WORKS PH (239) 202-4554  
JANET BLUMERT VILE PRESIDENT  
 (Name and Title of individual completing this schedule)  
Janet Blumert 08-12-13  
 (Signature) (Date)

### LIMITED WARRANTY\*

#### THIS WARRANTY SETS FORTH THE COMPANY'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCT.

Franklin Electric Company, Inc. and its subsidiaries (hereafter "the Company") warrants that the products accompanied by this warranty are free from defects in material or workmanship of the Company.

The Company has the right to inspect any product returned under warranty to confirm that the product contains a defect in material or workmanship. The Company shall have the sole right to choose whether to repair or replace defective equipment, parts, or components.

The buyer should return the product to the place of purchase for warranty consideration. Subject to the terms and conditions listed below, the Company will repair or replace to the buyer any portion of this product which proves defective due to materials or workmanship of the Company.

The Company will consider products for warranty for 12 months from the date of installation or for 24 months from the date of manufacture, whichever occurs first.

The Company shall IN NO EVENT be responsible or liable for the cost of field labor or other charges incurred by any customer in removing and/or affixing any product, part or component thereof.

The Company reserves the right to change or improve its products or any portions thereof without being obligated to provide such change or improvement to previously sold products.

THIS WARRANTY DOES NOT APPLY TO products damaged by acts of God, including lightning, normal wear and tear, normal maintenance services and the parts used in connection with such service, or any other conditions beyond the control of the Company.

THIS WARRANTY WILL IMMEDIATELY VOID if any of the following conditions are found:

1. Product is used for purposes other than those for which it was designed and manufactured;
2. Product was not installed in accordance with applicable codes, ordinances and good trade practices;
3. Product was not installed by a Franklin Certified Contractor or Franklin Key Dealer; or
4. Product was damaged as a result of negligence, abuse, accident, misapplication, tampering, alteration, improper installation, operation, maintenance or storage, nor to an excess of recommended maximums as set forth in the product instructions.

NEITHER SELLER NOR THE COMPANY SHALL BE LIABLE FOR ANY INJURY, LOSS OR DAMAGE, DIRECT, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS), ARISING OUT OF THE USE OR THE INABILITY TO USE THE PRODUCT, AND THE BUYER AGREES THAT NO OTHER REMEDY SHALL BE AVAILABLE TO IT.

THE WARRANTY AND REMEDY DESCRIBED IN THIS LIMITED WARRANTY IS AN EXCLUSIVE WARRANTY AND REMEDY AND IS IN LIEU OF ANY OTHER WARRANTY OR REMEDY, EXPRESS OR IMPLIED, WHICH OTHER WARRANTIES AND REMEDIES ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT EITHER APPLIES TO A PRODUCT SHALL BE LIMITED IN DURATION TO THE PERIODS OF THE EXPRESSED WARRANTIES GIVEN ABOVE.

**DISCLAIMER:** Any oral statements about the product made by the seller, the Company, the representatives or any other parties, do not constitute warranties, shall not be relied upon by the buyer, and are not part of the contract for sale. Seller's and the Company's only obligation, and buyer's only remedy, shall be the replacement and/or repair by the Company of the product as described above. Before using, the user shall determine the suitability of the product for his intended use, and user assumes all risk and liability whatsoever in connection therewith.

Some states and countries do not allow the exclusion or limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and country to country.

\*Contact Franklin Electric Co., Inc. Export Division for International Warranty.



**FOR INFORMATION PURPOSES ONLY**

**Bid Tabulation - # 050-13 Submersible Well Water Pumps and Motors**

	1	2	3	4a	4b	5	6	7	8	9	10	11	12	TOTAL COST OF EACH OF ALL ITEMS LISTED	PROMPT PAY TERMS: % DAYS
	PUMP PER SECTION 1.1	MOTOR PER SECTION 2	PUMP PER SECTION 1.2	MOTOR PER SECTION 2	MOTOR PER SECTION 2	PUMP PER SECTION 1.3	MOTOR PER SECTION 2	PUMP PER SECTION 1.4	MOTOR PER SECTION 2	PUMP PER SECTION 1.4	MOTOR PER SECTION 2	PUMP PER SECTION 1.4	MOTOR PER SECTION 2		
	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost		
1	No Bid	\$1,870.00	No Bid	\$2,389.00	\$1,870.00	No Bid	\$5,840.00	No Bid	\$6,695.00	No Bid	\$9,039.00	No Bid	\$10,520.00	\$38,223.00	No Bid
2	\$5,834.00	\$2,162.00	\$6,632.00	\$2,625.00	\$2,625.00	\$11,061.00	\$6,124.00	\$11,828.00	\$6,886.00	\$15,379.00	\$8,875.00	\$14,424.00	\$10,759.00	\$105,214.00	N/A
3	\$7,172.00	\$2,798.00	\$8,340.00	\$3,403.00	\$3,403.00	\$10,466.00	\$7,973.00	\$15,100.00	\$8,968.00	\$13,170.00	\$12,139.00	\$13,170.00	\$14,025.00	\$120,127.00	No Bid
4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

**FOR INFORMATION PURPOSES ONLY**