

AGREEMENT FOR PURCHASE AND SALE OF GOODS

Bid/Proposal No. 027-11

Contract No. _____

Project Name Purchase and deliver underground utilities piping material

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this 6 day of April, 2011, by and between Ferguson Waterworks, whose address is 3801 Prospect Ave, Naples, FL 34104 ("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: **\$93,610.00** 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, 380 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 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: Ferguson Waterworks
Address: 3801 Prospect Ave.
Naples, FL 34104
Attention: Mark McFalls, General Manager

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":
Ferguson Waterworks

(Corporate Seal)

(Print Name: _____)

By: _____
Authorized Representative

ATTEST:

"BUYER"

City of Naples, Florida

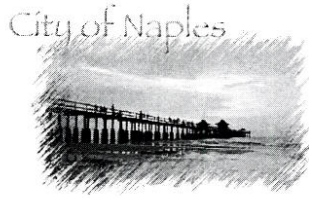
By: _____
Tara A. Norman, City Clerk

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

MAILING DATE: 02/24/11	PURCHASE & DELIVER UNDERGROUND UTILITIES PIPING MATERIAL	NUMBER: 027-11	OPENING DATE & TIME: 03/11/11 2:00 PM
PRE-BID DATE, TIME AND LOCATION:			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: Ferguson Waterworks	
MAILING ADDRESS: 3801 Prospect Ave	
CITY-STATE-ZIP: Naples FL 34104	
PH: 239-280-8219	EMAIL: JoDerek.Adams@Ferguson.com
FX: 239-643-4945	WEB ADDRESS: www.ferguson.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 JoDerek Adams	DATE 3/10/11	PRINTED NAME/TITLE JoDerek Adams / Outside Salesman
Please initial by all that apply I acknowledge receipt of the following addendum		
JA Addendum #1	_____ Addendum #2	_____ Addendum #3

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.

PHASE A BID SCHEDULE					
H&S ID number	Item Description	Quantity	Unit	Unit Cost	Total Cost
A1	8" diameter C153 flanged ductile iron 90° bend complete with flange gaskets and 304 SS nuts and bolts	2	each	\$ 167.40	\$ 334.80
A2	8" diameter x 1' - 0 1/2" long flg x flg ductile iron pipe spool with 1-1/2" drilled and tapped thickened boss outlet on top of pipe and at midlength point	1	each	\$ 198.39	\$ 198.39
A3	8" diameter C153 flanged ductile iron 90° base elbow complete with flange gaskets and 304 SS nuts and bolts and base elbow support per Detail 8 and Schedule A on Drawing M03	1	each	\$ 211.43	\$ 211.43
A4	8" ductile iron blind flange complete with gasket and 304 SS nuts and bolts and with 316 SS 1" sample piping and valve assembly per Detail 2 on Drawing M01	1	each	\$ 182.88	\$ 182.88
A5	8" diameter x 0' - 9" long flg x flg ductile iron pipe spool	1	each	\$ 136.26	\$ 136.26
A6	8" diameter C153 flanged ductile iron tee complete with flange gaskets and 304 SS nuts and bolts	2	each	\$ 250.65	\$ 501.30
A7	8" diameter flanged butterfly valve and electric actuator (MOV 110) (open/close operation) complete with flange gaskets and 304 SS nuts and bolts	1	each	\$ 6144.72	\$ 6144.72
A8	8" diameter x 3' - 2 3/8" long flg x flg ductile iron pipe spool	1	each	\$ 176.90	\$ 176.90
A9	8" diameter x 1' - 2" long harnessed flanged adapter assembly per Detail 1516402R and 1516403 on Drawing M03 complete with flange gaskets and 304 SS nuts, bolts, harness tabs, and 304 SS threaded rods	2	each	\$ 1313.40	\$ 2626.80
A10	8" diameter x 1' - 0" long flg x flg ductile iron pipe spool	1	each	\$ 136.26	\$ 136.26
A11	8" x 5" flg x flg ductile iron eccentric reducer complete with flange gaskets and 304 SS nuts and bolts	1	each	\$ 111.54	\$ 111.54
A12	6"x 4" flg x flg ductile iron eccentric reducer complete with flange gaskets and 304 SS nuts and bolts	1	each	\$ 86.96	\$ 86.96
A13	6" diameter x 2' - 3" long flg x flg ductile iron pipe spool	1	each	\$ 125.42	\$ 125.42
A14	6" diameter flanged ductile iron 90° bend complete with flange gaskets and 304 SS nuts and bolts	1	each	\$ 121.88	\$ 121.88
A15	6" diameter x 1' - 6" long flg x flg ductile iron pipe spool with 1" diameter drilled and tapped thickened boss outlet on top of pipe and at 9" from face of flange	1	each	\$ 151.74	\$ 151.74
A16	6" diameter flanged Cla-Val Pressure Sustaining Valve Model 50G-01BDSVYKCKO complete with flange gaskets and 304 SS nuts and bolts	1	each	\$ 4330.23	\$ 4330.23
A17	6" diameter flanged butterfly valve with manual operator and handwheel complete with flange gaskets and 304 SS nuts and bolts	1	each	\$ 2379.40	\$ 2379.40
A18	8"x 8"x 6" C153 flanged ductile iron tee complete with flange gaskets and 304 SS nuts and bolts	1	each	\$ 227.21	\$ 227.21
A19	8" diameter x 7' - 6" long flg x flg ductile iron pipe spool	1	each	\$ 311.61	\$ 311.61
A20	8" diameter flanged butterfly valve and electric actuator (MOV 120) (modulating operation) complete with flange gaskets and 304 SS nuts and bolts	1	each	\$ 7058.41	\$ 7058.41
A21	8" diameter x 5'-0" long flg x flg ductile iron pipe spool	1	each	\$ 243.48	\$ 243.48
A22	8" diameter x 5'-0" long flg x flg ductile iron pipe spool	1	each	\$ 243.48	\$ 243.48

PHASE A BID SCHEDULE					
H&S ID number	Item Description	Quantity	Unit	Unit Cost	Total Cost
A23	8" ductile iron blind flange	1	each	\$ 43.13	\$ 43.13
A24	8" diameter x 8' - 10" long flg x flg ductile iron pipe spool with 1" drilled and tapped thickened boss outlet on top of pipe 12" from face of flange	1	each	\$ 424.65	\$ 424.65
A25	8" diameter flanged butterfly valve with manual operator and handwheel complete with flange gaskets and 304 SS nuts and bolts	1	each	\$ 1184.72	\$ 1184.72
A26	10" x 8" C153 flanged ductile iron 90° reducing bend complete with flange gaskets and 304 SS nuts and bolts	1	each	\$ 204.10	\$ 204.10
A27	10" diameter x 6'-0" long flg x pe ductile iron pipe spool	1	each	\$ 283.74	\$ 283.74
A28	10" diameter C153 mechanical joint ductile iron 90° bend complete with MJ gaskets, MJ thrust restraint glands (Megalug Series 1100 or equal) and Corten-A high strength, low alloy, corrosion resistant steel tee head bolts and nuts	1	each	\$ 173.03	\$ 173.03
A29	10" diameter ductile iron push on joint pipe (American Fastite or equal) complete with bell end gasket and push on joint restraint harness (Megalug Series 1700 or equal)	10	feet	\$ 52.68	\$ 526.82
A30	12" x 12" x 10" C153 mechanical joint ductile iron tee complete with MJ gaskets, MJ thrust restraint glands (Megalug Series 1100 or equal) and Corten-A high strength, low alloy, corrosion resistant steel tee head bolts and nuts	1	each	\$ 293.21	\$ 293.21
A31	12" diameter mechanical joint ductile iron solid plug complete with MJ gasket and Corten-A high strength, low alloy, corrosion resistant steel tee head bolts and nuts	2	each	\$ 62.21	\$ 124.42
A32	12" diameter ductile iron push on joint pipe (American Fastite or equal) complete with bell end gasket and push on joint restraint harness (Megalug Series 1700 or equal)	380	feet	\$ 32.45	\$ 12331.00
A33	12" diameter C153 mechanical joint ductile iron tee complete with MJ gaskets, MJ thrust restraint glands (Megalug Series 1100 or equal) and Corten-A high strength, low alloy, corrosion resistant steel tee head bolts and nuts	1	each	\$ 335.29	\$ 335.29
A34	12" diameter x 7' - 0" long flg x pe ductile iron pipe spool	1	each	\$ 399.87	\$ 399.87
A35	12" diameter C153 flanged ductile iron 90° bend complete with flange gaskets and 304 SS nuts and bolts	1	each	\$ 359.39	\$ 359.39
A36	12" diameter flanged butterfly valve and electric actuator (MOV 140) (open/close operation) complete with flange gaskets and 304 SS nuts and bolts	1	each	\$ 6903.52	\$ 6903.52
A37	12" diameter x 3' - 7 7/8" long flg x flg ductile iron pipe spool	1	each	\$ 862.26	\$ 862.26
A38	Conductivity analyzer assembly per Specification Section 17880 and 17800 and conductivity analyzer detail on Drawing I09	1	each	\$ No Bid	\$ No Bid
A39	Pressure gauge assemblies per Specification Section 17650, 17600 and 17698 and typical pressure gauge detail on Drawing I09	5	each	\$ No Bid	\$ No Bid
A40	8" diameter magnetic flow meter per Specification Section 17701 and 17700 and magnetic flow meter detail on Drawing I09	1	each	\$ 3598.98	\$ 3598.98
A41	Submersible level (pressure) sensor assemblies per Specification Section 17749 and 17700 and installation detail on Drawing I09	2	each	\$ No Bid	\$ No Bid

PHASE A BID SCHEDULE					
H&S ID number	Item Description	Quantity	Unit	Unit Cost	Total Cost
A42	Pressure indicating transmitter assemblies per Specification Section 17760 and 17700 and installation detail on Drawing I09	1	each	\$ No Bid	\$ No Bid
A43	Adjustable saddle support per Detail 1509405R and Schedule B on Drawing M03 and Specification 15020	1	each	\$ 562.50	\$ 562.50
A44	3/8" thick x 4" wide 304 SS straps for cradle type pipe support on grade for 8" diameter ductile iron pipe per Detail 6 on Drawing M03	5	each	\$ 141.18	\$ 705.90
A45	3/8" thick x 4" wide 304 SS straps for cradle type pipe support on grade for 6" diameter ductile iron pipe per Detail 6 on Drawing M03	1	each	\$ 141.18	\$ 141.18
A46	Pipe stand transmitter mount and sun shield protector for mounting on concrete floor per details on Drawing I08	4	each	\$ No Bid	\$ No Bid
A47	Monitor well 316 SS piping assemblies (unassembled) per Detail 5 on Drawing M03	2	each	\$ No Bid	\$ No Bid
A48	3" x 1000 feet detectable marking tape for ductile iron pipe reclaimed water installation	1000	feet	\$.03	\$ 30.00
A49	12" diameter C153 mechanical joint ductile iron 45° bend complete with MJ gaskets, MJ thrust restraint glands (Megalug Series 1100 or equal) and Corten-A high strength, low alloy, corrosion resistant steel tee head bolts and nuts	8	each	\$ 212.03	\$ 1696.24

GRAND TOTAL COST FOR PHASE A: \$ 57,225.05

Bid Schedule Abbreviations:	
flg:	flange
SS:	stainless steel
pe:	plain end
C153:	ANSI/AWWA C153/A21.53 standard

PHASE B BID SCHEDULE					
H&S ID number	Item Description	Quantity	Unit	Unit Cost	Total Cost
B1	16" diameter x 2' - 0" long flg x mitered plain end ductile iron spool	1	each	\$ 300.39	\$ 300.39
B2	16" diameter C153 flanged ductile iron 90° bend complete with flange gaskets and 304 SS nuts and bolts	5	each	\$ 656.42	\$ 3282.10
B3	16" diameter x 1' - 0" long flg x flg ductile iron pipe spool	1	each	\$ 394.45	\$ 394.45
B4	16" diameter x 0' - 10 1/2" long flg x flg ductile iron pipe spool	1	each	\$ 394.45	\$ 394.45
B5	16" diameter flanged butterfly valve and electric actuator (MOV 130) (open/close operation) complete with flange gaskets and 304 SS nuts and bolts	1	each	\$ 8821.80	\$ 8821.80
B6	16" diameter x 8' - 10 1/8" long flg x flg ductile iron pipe spool	1	each	\$ 919.74	\$ 919.74
B7	16" diameter x 10' - 11 1/2" long flg x flg ductile iron pipe spool	1	each	\$ 1052.52	\$ 1052.52
B8	16" diameter x 4' - 0" long flg x pe ductile iron pipe spool	1	each	\$ 431.23	\$ 431.23
B9	16" diameter C153 mechanical joint ductile iron 90° bend complete with MJ gaskets, MJ thrust restraint glands (Megalug Series 1100 or equal) and Corten-A high strength, low alloy, corrosion resistant steel tee head bolts and nuts	2	each	\$ 466.69	\$ 933.38
B10	16" diameter ductile iron push on joint pipe (American Fastite or equal) complete with bell end gasket and push on joint restraint harness (Megalug Series 1700 or equal)	280	feet	\$ 48.18	\$ 13490.40
B11	16" diameter C153 mechanical joint ductile iron 22.5° bend complete with MJ gaskets, MJ thrust restraint glands (Megalug Series 1100 or equal) and Corten-A high strength, low alloy, corrosion resistant steel tee head bolts and nuts	1	each	\$ 398.49	\$ 398.49
B12	16" diameter C153 mechanical joint ductile iron 45° bend complete with MJ gaskets, MJ thrust restraint glands (Megalug Series 1100 or equal) and Corten-A high strength, low alloy, corrosion resistant steel tee head bolts and nuts	2	each	\$ 406.62	\$ 813.24
B13	16" diameter C153 mechanical joint ductile iron tee complete with MJ gaskets, MJ thrust restraint glands (Megalug Series 1100 or equal) and Corten-A high strength, low alloy, corrosion resistant steel tee head bolts and nuts	1	each	\$ 702.51	\$ 702.51
B14	16" diameter mechanical joint ductile iron plug complete with MJ gasket and Corten-A high strength, low alloy, corrosion resistant steel tee head bolts and nuts	1	each	\$ 163.19	\$ 163.19
B15	16"x 12" mechanical joint ductile iron concentric reducer complete with MJ gaskets, MJ thrust restraint glands (Megalug Series 1100 or equal) and Corten-A high strength, low alloy, corrosion resistant steel tee head bolts and nuts	1	each	\$ 293.85	\$ 293.85
B16	12" diameter ductile iron push on joint pipe (American Fastite or equal) complete with bell end gasket and push on joint restraint harness (Megalug Series 1700 or equal)	60	feet	\$ 32.45	\$ 1947.09
B17	Hot dip galvanized pipe clamp support for 16" diameter ductile iron pipe per Detail 3 on Drawing M02 and Specification Section 15020	1	each	\$ 596.59	\$ 596.59
B18	Hot dip galvanized pipe hanger support for 16" diameter ductile iron pipe per Detail 4 and 1509412 on Drawing M02 and Specification Section 15020	3	each	\$ 482.95	\$ 1448.85

PHASE B BID SCHEDULE				
H&S ID number	Item Description	Quantity	Unit	Total Cost
				GRAND TOTAL COST FOR PHASE B: \$ <u>36,384.27</u>
Bid Schedule Abbreviations:				
flg:	flange			
SS:	stainless steel			
pe:	plain end			
C153:	ANSI/AWWA C153/A21.53 standard			

TOTAL COST FOR BOTH PHASE A AND PHASE B: \$ 93,609.32

Prompt payment terms: 0 %; 0 days

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- Line item A29 total should be \$526.80
 - Line item B16 total should be \$1,947.00
- Grand Total \$93,610