

AGREEMENT FOR PURCHASE AND SALE OF GOODS

Bid/Proposal No.

Contract No. _____

Project Name **Replacement Parts for Wastewater Treatment Plant Belt Filter Press**

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **7th day of December, 2011**, by and between **Komline-Sanderson Engineering Corporation**, whose address is **12 Holland Avenue, Peapack, NJ 07977-0257** ("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 **belt filter press** 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: **\$79,878.00** 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, **WWTP Attn: Ken Kemlage, 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. **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: **Komline-Sanderson Engineering Corporation**
Address: **12 Holland Ave**
Peapack, NJ 07977-0257
Attention: **Robert Blickens, Comptroller**

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:

(Print Name: _____)

"SELLER":

Komline-Sanderson Engineering Corporation
(Corporate Seal)

By: _____
Authorized Representative

ATTEST:

By: _____
Tara A. Norman, City Clerk

"BUYER"

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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Komline-Sanderson

12 Holland Av
908-234-1000

Peapack, NJ 07977-0257
Fax: 908-234-9487

www.komline.com

November 15, 2011

Phone: 370-423-4074
Naples WWTP
1400 Third Ave N.
Naples, FL 34102
Attention: Mr. Ken Kemlage

Re.: Naples WWTP
KS Job# S 2586

Dear Ms. Kemlage,

The Komline-Sanderson Kompress® Belt Filter Press represents the design and manufacturing efforts of the Komline-Sanderson Engineering Corp. with its main office and factory located at 12 Holland Ave., P.O. Box 257, Peapack, NJ 07977.

K-S is the Original Equipment Manufacturer (OEM) and reflects K-S engineered designs. The belt filter presses are fitted with patented plow mixing technology which is licensed and protect by the following U.S. Patents #4,986,911 and #4,602,998. K-S does not have any authorized filter parts distributors thereby, we are the sole source of genuine replacement parts which are designed to the original specifications to keep your filter running at optimum performance. K-S manufactures and stocks parts at our Peapack, NJ factory and has the ability to ship parts to its customers domestically and internationally.

As a savings to our customers we provide replacement parts directly to the filter owner with out the involvement of any middlemen. Therefore, to obtain correct replacement parts please contact the Parts Dept. at 1-800-572-3457 or send a Fax to 1-800-329-7457.

We look forward to working with the City of Naples and if we maybe of any other assistance, please don't hesitate to contact us.

Best regards,
Komline-Sanderson Eng. Corp.

Steven F. Lukacs
Aftermarket Manager



Komline-Sanderson

12 Holland Av
908-234-1000

Peapack, NJ 07977-0257
Fax: 908-234-9487
www.komline.com

Quotation

November 17, 2011

Phone: 370-423-4074
Naples WWTP
1400 Third Ave N.
Naples, FL 34102

Attention: Mr. Ken Kerlage

Subject: Naples WWTP
KS Job# S 3435 / S/N UN773
K-S Ref # SRP14712

Dear Mr. Kerlage,

We hereby propose to furnish the following parts to rebuild the existing Komline-Sanderson Kompres[®] manufactured under the above referenced job number. The parts specified for the rebuild have been based on our recent inspection performed on October 5, 2011.

1. Lot of parts to Rebuild One (1) K-S Kompres[®] Model G-GRS-E-2.0

(See attached parts list which includes individual pricing. Parts listed are for the belt filter press with Serial No. UN-773.)

Notes

1. Installation is not part of our proposal.
2. Interconnecting wiring, conduit and piping are not furnished by K-S.
3. Purchased equipment such as electric motors, valves, etc. will be furnished with manufacturer's standard finish.
4. Spare parts are not included in our quotation.

5. Start-up lubricants are not included in our quotation.
6. Warranty is limited to items described in our scope of supply.
7. Variable frequency drives shall be mounted within the existing control panels. Updated drawings shall be provided.
8. Komline-Sanderson, not FilterONE shall be responsible for the installation the new VFDs in the existing electrical control panels.

Exclusions

The following equipment, material and services are excluded from the Komline-Sanderson Scope of Supply unless specifically mentioned in this quotation:

- Any delivery point rigging, offloading or storage.
- Certified equipment tests.
- Any structural steel, platforms, guards, handrails, gratings, supports, piping, valves, weirs, flexible connections, anchor bolts, starters, panel boards, field painting, insulation, or electrical work or material other than that specifically mentioned in this quotation.

Field Assembly, Erection, Installation

All equipment will be delivered as fully assembled as possible. When certain items must be delivered partially disassembled because of shipping limitations or other special conditions, field assembly will be the responsibility of the customer. This will normally consist of joining sections by mechanical means such as with bolts, nuts and screws. Equipment installation is the responsibility of the customer. K-S supervision is available at our per diem rate plus all living and travel expenses, to supervise field assembly, and/or installation, if required.

Komline-Sanderson assumes that access to the equipment quoted herein will be from the lowest elevation of that equipment and has designed safety guarding devices and concepts accordingly.

If access platforms, walkways, ladders, etc. are installed by others, or the equipment is installed so that access is gained from a level different from the lowest elevation, then Komline-Sanderson takes no liability for injuries which might result from such changed access.

Site Services

Komline-Sanderson shall furnish the services of a technician for a period of three (3) days to be covered in one (1) trip to the job site to install the VFDs, check the installation and supervise the start-up. Additional service is available at our portal to portal per diem rate in effect at the time of service delivery, plus air fare. The current per diem supervision rate is One Thousand, One Hundred and Fifty-Five dollars (\$1,155.00) plus airfare.

Engineering Submittals

Komline-Sanderson will submit for customer's approval, drawings and certified specifications including, if applicable, mechanical equipment specifications, K-S standard mechanical installation drawings including loads and points, electrical drawings consisting of control panel layouts, schematics and interconnection diagrams, and electrical cut sheets.

The submittal does not include engineering calculations, process and instrumentation diagrams or any other engineering information not listed above.

Any changes to drawings involving additional engineering time may result in additional cost to the customer and may delay shipment.

Shipping Schedule

Equipment shipment: Six (6) to eight (8) weeks.

The quoted shipping schedule is based on Komline-Sanderson's current production schedule. Customer changes to engineering submittals, increased lead times for critical items due to factors beyond Komline-Sanderson's control and other orders received by Komline-Sanderson prior to acceptance of this quotation may extend the shipping times quoted.

Transport and delivery are subject to any restrictions or regulations imposed by local, state and national governmental agencies or authorities.

Weight

The weight of the heaviest piece of equipment is approximately 1/2 ton. Total weight is approximately 3 tons.

Safety

Equipment Operation

Komline-Sanderson will provide safety instructions relating to the safe operation and maintenance of our equipment. The purchaser has the responsibility for insuring that this information is reviewed, understood, and implemented by all personnel involved in the use or maintenance of our product.

Hazardous Conditions

If areas of any plant site or installation in which Komline-Sanderson personnel will be required to work in the course of providing site services contain concentrations of toxic or otherwise hazardous materials that could endanger human safety or health, the purchaser shall provide appropriate instruction and personal protective equipment.

Guarding & Access

The quoted equipment includes guarding devices and warning labels designed for operating the equipment from safe access points which are defined as points of operation from the ground (floor) level and from any permanently installed platforms, walkways, ladders and stairs included in Komline-Sanderson's scope of supply or identified as requirements in this quotation. Komline-Sanderson makes no representation with respect to the adequacy of guarding or other safety devices for equipment access from any point other than the safe access points identified above.

All guards and safety devices provided with the equipment must be in place and in good working condition when operating the equipment. As required by OSHA and NIOSH regulations, lock out procedures and other worker protection safety procedures and equipment must be used on all occasions when the equipment is accessed from safe access points and from other locations when required for equipment maintenance, cleaning, etc.

Komline-Sanderson assumes no liability for injuries, loss or damage resulting from use or operation of the equipment without guards and other safety devices, improper access to the equipment including failure to follow lock out procedures and other safety procedures as required by OSHA or NIOSH, or changes in equipment access resulting from modifications to or the addition of access equipment or devices by others.

Equipment Warranty

Parts found to be defective in material or workmanship under normal use and service within 90 days after shipment, will be repaired or replaced without charge F.O.B. original point of shipment, the responsibility of Komline-Sanderson being limited to the cost of the

defective parts. Decomposition by chemical action and wear caused by the presence of abrasive materials shall not constitute defects. See also "Guarantee" in our "Terms and Conditions" attached hereto.

Price

See Attached Price List

The above price is FOB shipping point.

Freight included.

The above prices are for shipment in the first quarter of 2012.

Price(s) quoted is/are exclusive of any local, State or Federal sales or manufacturer's taxes of any sort and such taxes and/or charges pertaining thereto are to be borne by the purchaser.

Validity of Quotation

Prices are valid until December 31, 2011.

Terms of Payment

Net thirty (30) days from date of invoice.

Conditions of Sale

See attached Komline-Sanderson's "Terms and Conditions," which are hereby made part of this quotation.

Naples WWTP
Naples, FL

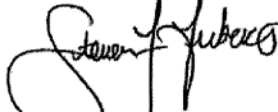
KS Project SRP14712
November 17, 2011

If you have any questions regarding this quotation, please do not hesitate to contact us or our representative:

The Mack Company
1300 Corporate Center Way
Wellington, FL 33414
Tele: 561-793-3656
Mr. Jim Wahl

We wish to thank you for giving us the opportunity to submit this quotation, and trust that it will meet with your favorable consideration.

Yours truly,
Komline-Sanderson Engineering Corporation



Steven F. Lukacs
Aftermarket Manager

Customer: Naples WWTP
 Location: Naples, FL
 Project: SRP14712

Date: 11/17/2011
 Job#: S3435

Description of Work: Rebuild of Belt Filter Press

KS JOB# S3435/ MODEL G-GRS-E-2.0 / SERIAL# UN-773

<u>Description of Parts/Work</u>	<u>Cat No.</u>	<u>Quantity</u>
<u>UN2000 Gravity Assembly</u>		
01 Feet, Seal, Gravity Side	28R1504	20
02 Feet, Seal, CT	0394021	10
03 Feet, Seal, CT	0394025	7
04 Seal, Gravity Wiper, 8'	25Q1529	1
05 Gravity Belt Drive Upgrade		1
Variable Freq Drive, NEMA 4X		
Motor, 1-1/2 HP, AC		
Misc Elec Components		
06 Plow, Roto-Kone, 15 Deg	03Q0152	12
07 Plow, Roto-Kone, 30 Deg	03Q0151	12
<u>UN4000 Take-up & Steering Assembly</u>		
01 2-Pack, Slide, Upper, Steering	03Q0083-2	2
02 2-Pack, Slide, Lower, Steering	03Q0084-2	2
03 Gear, Pinion, Plastic	43Q1005	4
04 Gear, Rack, Plastic	0390229	4
05 Bearing, Poly	03Q0211	4
<u>UN5000 Wash Assembly</u>		
01 Spray Header, 2M	6395726	2
Spray Header, 2M	6395757	1
02 Seal, End Washbox, Lower & Gravity	03Q0158	6
03 Seal, Lip, Washbox, Lower & Gravity	6391021	12
04 2-Pack Seal, End Washbox, Upper Box	03R0025	1
05 Ft, Hose, Spiral, Drain, Washbox	25Q7005	25
06 Clamp, Hose	07G0007	3
07 Pressure Switch, Manifold	90X9018	1
08 Coupling, Victualic	29A2827	3
<u>UN6000 Wedge Zone Assembly</u>		
01 2-Pack, Seal, Side, Poly, Wedge Zone	03Q0093-2	1
02 Ft, Hose, Drain Pan, 4"	25Q7008	6
03 Clamp, Hose	07G0016	1

<u>Description of Parts/Work</u>	<u>Cat No.</u>	<u>Quantity</u>
<u>UN7000 Drum, Roll & Bearing Assembly</u>		
01 Bearing, PB, 1-7/16", Solid	37A2012	8
02 Bearing, PB, , 2-7/16", Split	37A2018	21
03 Bearing, PB, , 1-7/16", Split	37A2021	6
04 Bearing, PB, 2-15/16", Split	37A2019	4
05 Bearing, PB, , 1-7/16", Split	37A2017	6
End Cap, Bearing	37A2020	1
06 Roll, Steering, Gravity, 2M , RC	0390347	1
07 Reconditioning of Drive Roll From UN287	0390335/341	2
08 Reconditioning of Str Roll From UN287	0390347	4
<u>UN8000 Belt Drive Assembly</u>		
01 Pressure Belt Drive Upgrade Variable Freq Drive, NEMA 4X Motor, 2HP, AC Misc Elec Components		1
02 Blade, Scraper, Upper, 2.0 M (Modified)	03Q0145	1
03 Blade, Scraper, Lower, 2.0 M	03Q0181	1
04 Gear, Drive, Pressure Belt	43A0528	2
<u>UN9000 Pneumatic Assembly</u>		
01 Filter, Air	6395339	1
02 Sensor, Steering	0390210	3
03 Regulator	36E6458	2
04 Gauge, Pressure	90I0172	2
05 Limit Switch, Steering	90X0146	4
06 Clamp, Limit Switch	90X0104	4
07 Rod, Switch, Pressure Belt	03H0289	2
08 Rod, Switch, Gravity	03H0422	2
09 Proximity Switch	90X0207/90K0306	3
10 Pressure Switch	90X9002	1
<u>EL1000 Electrical Control Panel</u>		
01 6-Pack, Moisture Inhibitors	90H0060-6	2
<u>FF1000 Filter Media</u>		
01 Belt, Gravity, KS 4059		1
02 Belt, Upper, KS 4059		1
03 Belt, Lower, KS 4059		1
<u>RC1000 NEW & RECONDITIONING 12-3/4" DRUMS</u>		
01 Drum, 12-3/14", 2M, Nylon Covered	03A0086	2
02 Reconditioning of 03A0086		2

Total Price: \$ 79,878.00