

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this 15th day of November, 2006, by and between **W.W. Grainger, Inc.**, whose local address is **12431 Metro Parkway, Fort Myers, Florida 33912** ("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 Variable Frequency Drives for the Golden Gate Well Field 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 amount of \$78,000.00** 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. **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: Dr. Robert E. Lee, 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:

W.W. Grainger, Inc.
12431 Metro Parkway
Fort Myers, Florida 33912
Attention: Ronald A. Schivinski, Government Accounts Manager

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

14. **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.

15. **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":
W.W. Grainger, Inc.

(Corporate Seal)

(Print Name: _____)

By: _____
Authorized Representative

ATTEST:

"BUYER"

City of Naples, Florida


By: _____
Tara A. Norman, City Clerk

By: _____
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

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GRAINGER
For the Best Price and Best of Service

12431 Metro Parkway
Ft Myers, FL 33912
239-768-5959
239-768-5359 (Fax)

Naples: 239-649-6655

6685 Whitfield Ave
Sarasota, FL 34243
941-753-3904
941-755-7969 (Fax)

BOB THOMAS, SUPERVISOR
NAPLES, UTILITY DEPT. (82012B635)
1450 3RD AVE N, #900
NAPLES, FL 34102
Ph: 239-213-4727 Fax: 239-213-4725
Cell: 239-253-8279
Email: Bthomas@naplesgov.com

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SUB: ATVS, 2006 PRICING
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ITEM#	DESCRIPTION	NOTE	UNIT	PRICE	Q-Ref
SPECIAL	ATV58HD16M2XZU, 230-V, 15-HP, 1 or 3-PH	1	\$	1,800.93	1007152032
SPECIAL	ATV58HD28M2XZU, 230-V, 25-HP, 1 or 3-PH	1	\$	2,315.40	1007152032
SPECIAL	ATV58HD33M2XZU, 230-V, 30-HP, 1 or 3-PH	1	\$	2,658.39	1007152032
SPECIAL	ATV58HD16N4XZU, 460-V, 15-HP, 3-PH		\$	1,688.54	1007152032
SPECIAL	ATV58HD28N4XZU, 460-V, 25-HP, 3-PH		\$	2,279.53	1007152032
SPECIAL	ATV58HD33N4XZU, 460-V, 30-HP, 3-PH		\$	2,542.30	1007152032
SPECIAL	ATV61HD30N4X, 480-V, 40-HP, 3-PH			\$2,700.00	submitted 10/23/06 (12)
SPECIAL	ATV61HD37N4, 460-V, 50-HP, 3-PH			\$3,204.11	101844852 thru 11/06/06
SPECIAL	ATV61HD45N4X, 480-V, 60-HP, 3-PH			\$3,500.00	submitted 10/23/06 (8)
SPECIAL	ATV61DE55N4X, 480-V, 75-HP, 3-PH			\$4,300.00	submitted 10/23/06 (2)
SPECIAL	ATV71HD30M3X, 208/240-V, 40-HP, 3-PH			\$2,825.00	FM1282610
SPECIAL	ATV71HD37M3X, 208/240-V, 50-HP, 3-PH			\$3,281.25	1007152032
SPECIAL	ATV71HD30N4, 400/480-V, 40-HP, 3-PH			\$2,778.00	2002300967
SPECIAL	ATV71HD37N4, 400/480-V, 50-HP, 3-PH			\$3,266.30	2002300967
SPECIAL	ATV71HD45N4, 400/480-V, 60-HP, 3-PH			\$3,563.15	FM1282610
SPECIAL	ATV71HC11N4, 400/480-V, 150-HP, 3-PH	2		\$6,704.35	1007152032
SPECIAL	ATV71HC13N4, 400/480-V, 200-HP, 3-PH	2		\$7,703.73	1007152032
SPECIAL	ATV71HC16N4D, 400/480-V, 250-HP, 3-PH	2		\$7,250.00	1007152032
SPECIAL	ATV71HC20N4D, 400/480-V, 300-HP, 3-PH	2		\$9,612.50	1007152032
SPECIAL	VW3A8106 ATV PC SOFTWARE CABLE KIT			\$57.30	1007152032
SPECIAL	VW3A8104 ATV PC SOFTWARE			\$114.60	1007152032

(1) 1-Phase Input Requires Separate Line Reactor
(2) CT Drive IP20, No DC Choke, 3% Line Reactor Required

(FLORIDA STATE CONTRACT # 450-000-04-1)

Quote Expires: JANUARY 31, 2007 Freight Terms: FOB City of Naples Included
Delivery: 4 - 7 days(s) from date of receipt & acceptance of non-cancelable order. Subject to availability.
Payment Terms: Net 30. All orders subject to approval from our Credit Department.
Quotation subject to all Terms & Conditions of Sales Policy at time of sale.

**TWENTY-TWO VARIABLE FREQUENCY DRIVES
ADDITIONAL INSTALLATION PARTS NEED TO
ACCOMMODATE THIS EQUIPMENT
TOTAL AMOUNT:**

**\$69,000.00
\$9,000.00:
\$78,000.00**