

## **AGREEMENT FOR PURCHASE AND SALE OF GOODS**

**THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement")** is made this **1<sup>st</sup> day of June, 2005**, by and between **Ellis K. Phelps and Company**, whose address is **5771 County Lake Drive, Fort Myers, FL 33905** ("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 **an amount of \$16,296.80** 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, 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:

**Ellis K. Phelps and Company**  
**5771 County Lake Drive**  
**Fort Myers, FL 33905**

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":

**Ellis K. Phelps and Company**

(Corporate Seal)

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Witness

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



**Ellis K. Phelps & Co.  
SAS & Quality Controls**

**QUOTE  
REPRINT**

2152 SPRINT BLVD. 5771 COUNTRY LAKE DR. 1730 10th STREET W. 124 AIRPORT PARK DR.  
 APOPKA, FL 32703 FORT MYERS, FL 33905 RIVIERA BEACH, FL 33404 GARDEN CITY, GA 31408  
 (407) 880-2900 (239) 693-5228 (561) 848-1200 (912) 966-1577  
 FAX (407) 880-2962 FAX (239) 693-1485 FAX (561) 848-1299 FAX (912) 966-1579

**Customer Copy**

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Date	03/15/05
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<i>Ship To:</i> SAME	CITY OF NAPLES ACCOUNTS PAYABLE-BILL GRUHN 735 EIGHTH STREET SOUTH NAPLES, FL 34102	<i>Bill To:</i> 123	CITY OF NAPLES ACCOUNTS PAYABLE-BILL GRUHN 735 EIGHTH STREET SOUTH NAPLES, FL 34102
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REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
	06/02/05	RCK	NET 30 DAYS	11	PREPAID	

<i>QUOTED BY:</i> CAJ	<i>QUOTED TO:</i> LAWRENCE LEBUFF
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ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	EXTENSION
73916-02	SPIRAL SHAFT, DOUBLE  WEMCO HYDROGRITTER SN: 8597653-4  THERE IS A 6-8 WEEK LEAD TIME FOR THIS ITEM.	1	EA	6042.40	EA	6042.40

MERCHANDISE	MISC	TAX	FREIGHT	TOTAL
6042.40	.00	.00	.00	6042.40

DIRECT INQUIRIES TO SAS AT (407)-886-3131

<b>EKP</b>		<b>Ellis K. Phelps &amp; Co. SAS &amp; Quality Controls</b>				<b>QUOTE REPRINT</b>	
2152 SPRINT BLVD. APOPKA, FL 32703 (407) 880-2900 FAX (407) 880-2962		5771 COUNTRY LAKE DR. FORT MYERS, FL 33905 (239) 693-5228 FAX (239) 693-1485		1730 10th STREET W. RIVIERA BEACH, FL 33404 (561) 848-1200 FAX (561) 848-1299		124 AIRPORT PARK DR. GARDEN CITY, GA 31408 (912) 966-1577 FAX (912) 966-1579	
						<b>Customer Copy</b>	
						Number:	069839
						Date:	03/15/05
						Page:	1
<b>Ship To:</b> SAME CITY OF NAPLES ACCOUNTS PAYABLE-BILL GRUHN 735 EIGHTH STREET SOUTH NAPLES, FL 34102				<b>Bill To:</b> 123 CITY OF NAPLES ACCOUNTS PAYABLE-BILL GRUHN 735 EIGHTH STREET SOUTH NAPLES, FL 34102			
REFERENCE #		EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
		06/02/05	RCK	NET 30 DAYS	11	PREPAID	
QUOTED BY: CAJ		QUOTED TO: LAWRENCE LEBUFF					
ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	EXTENSION	
47802AG	LINER, COVER PLATE	2	EA	171.60	EA	343.20	
27289AG	INLET HEAD LINER	2	EA	364.00	EA	728.00	
47808AG	SPLASH SKIRT	2	EA	140.40	EA	280.80	
50707AG	CONE-LINER	2	EA	208.00	EA	416.00	
50708AG	LINER CONE 1000	2	EA	202.80	EA	405.60	
47805AG	APEX LINER, FIXED	2	EA	227.50	EA	455.00	
27547KG	APEX LINER ADJUSTABLE	2	EA	256.10	EA	512.20	
<p>PRICE FOR DOUBLE HELIX SCREW WILL FOLLOW LATER.</p> <p>REPLACABLE LINERS FOR WEMCO CYCLONE HYDR. SN: 8597653-4</p>							
		MERCHANDISE	MISC	TAX	FREIGHT	TOTAL	
		3140.80	.00	.00	.00	3140.80	
DIRECT INQUIRIES TO SAS AT (407)-886-3131							



### Ellis K. Phelps & Co. SAS & Quality Controls

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REFERENCE #	EXPIRES	SLSP	TERMS	VW	FREIGHT	SHIP VIA
	06/02/05	RCK	NET 30 DAYS	11	PREPAID	
<b>QUOTED BY:</b> CAJ	<b>QUOTED TO:</b> LAWRENCE LEBUFF					

ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	EXTENSION
71752-02	SUPPORT,TANK	1	EA	387.40	EA	387.40
71323-01	BEAM ASSY,PIVOT	1	EA	546.00	EA	546.00
63082-03	BELT, GUARD BACKPLATE	1	EA	223.60	EA	223.60
63082-04	BELT, GUARD ENCLOSURE	1	EA	416.00	EA	416.00
261404	SHV 2.8 OD 5/8 BORE	1	EA	18.20	EA	18.20
160552	SHV 6.9OD 3/4 BORE	1	EA	74.10	EA	74.10
103284	V-BELT	1	EA	20.80	EA	20.80
124169	MOTOR 1/2 HP	1	EA	422.50	EA	422.50
118011	COUPLING	1	EA	227.50	EA	227.50
154204	CYCLO-DRIVE, WEMCO	1	EA	2702.70	EA	2702.70
62340-01	LOWER BRG. ASSBLY HYDROGR	1	EA	1307.80	EA	1307.80
63316-01	HANDLE, SCREW/SPIRAL ASSE	1	EA	219.70	EA	219.70
63225-2	SCREW,LIFT DEVISE	1	EA	221.00	EA	221.00
181437	CLEVIS	1	EA	36.40	EA	36.40
178019	CLEVIS PIN	1	EA	6.50	EA	6.50
235071	COTTER PIN	1	EA	1.30	EA	1.30
	WEMCO					
00457	LOCK WASHER	4	EA	1.30	EA	5.20
213801	CAP SCREW 3/8-16-1	4	EA	3.90	EA	15.60
00457	LOCK WASHER	6	EA	1.30	EA	7.80
200655	BOLT,HEX	6	EA	1.30	EA	7.80
00527	WASHER	6	EA	1.30	EA	7.80
230525	NUT,HEX	6	EA	1.30	EA	7.80
181670	WASHER,FENDER	34	EA	1.30	EA	44.20
201837	BOLT,HEX	3	EA	1.30	EA	3.90
230785	NUT	34	EA	1.30	EA	44.20
54617	WASHER,LOCK	34	EA	1.30	EA	44.20
00335	WASHER	6	EA	1.30	EA	7.80
230711	NUT,HEX	1	EA	1.30	EA	1.30
213986	SCREW,CAP	3	EA	3.90	EA	11.70
230175	NUT,WING	4	EA	2.60	EA	10.40
60036	WASHER,SPACER	1	EA	27.30	EA	27.30
V4432	WASHER,LOCK	3	EA	1.30	EA	3.90
V2640	NUT,HEX	3	EA	1.30	EA	3.90
200281W	BOLT	4	EA	1.30	EA	5.20
060081011	NUT	4	EA	1.30	EA	5.20

CONTINUED



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	06/02/05	RCK	NET 30 DAYS	11	PREPAID	

<i>QUOTED BY:</i> CAJ	<i>QUOTED TO:</i> LAWRENCE LEBUFF
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ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	EXTENSION
00364	WASHER, LOCK	4	EA	1.30	EA	5.20
232322	WASHER, PLAIN	4	EA	1.30	EA	5.20
182011	KNOB	1	EA	6.50	EA	6.50
	WEMCO HYDROGRITTER 12" FULL FLARE SN: 8597653-4					

MERCHANDISE	MISC	TAX	FREIGHT	TOTAL
7113.60	.00	.00	.00	7113.60

DIRECT INQUIRIES TO SAS AT (407)-886-3131

# WEMCO PUMP



P.O. Box 209 • 440 West 800 South, Salt Lake City, Utah 84110 • (801) 253-3731 • FAX: (801) 530-7351 • [www.wemcospump.com](http://www.wemcospump.com)

Date: March 7, 2005

To: City of Naples

SUBJECT: WEMCO PUMPING EQUIPMENT

Dear City of Naples:

Thank you for your inquiry in regard to WEMCO pumps and equipment.

This is to let you know that WEMCO Pump, in Salt Lake City, Utah, is the manufacturer and sole source of WEMCO TORQUE-FLOW recessed impeller pumps and WEMCO HYDROGRITTER grit separation systems; WEMCO-HIDROSTAL screw centrifugal pumps and Prestal prerotation systems; WEMCO-MUNIFLO rotary lobe pumps; WEMCO Chop-Flow chopper pumps; and parts for all WEMCO equipment.

For assistance and complete information including quotations on all WEMCO pumps, equipment, and parts, please contact our exclusive representative for the state of Florida:

E.K. Phelps  
2152 Sprint Blvd  
Apopka, FL 32703  
Tel: 407-880-2900 Fax: 407-880-2962

WEMCO Pump is a product line of Weir Specialty Pumps, formerly named EnviroTech Pumpsystems. Our Federal I.D. Number, 57-052-9231, has not changed. If we are favored with an order, we ask that you issue purchase orders to:

WEMCO Pump  
c/o E.K. Phelps

Thank you again for the opportunity to serve you.

Sincerely,

Dave Borrowman  
Director of Municipal Sales



# WARRANTY

WEMCO® pumps and pump equipment are backed by the following warranty:

For the benefit of the original user, WEMCO PUMP™ warrants all new equipment to be free from defects in workmanship; and will replace or repair, at its discretion and F.O.B. its factories or other location designated by it, any part or parts returned to it which WEMCO PUMP's™ examination shall show to have failed under normal use and service by the original user within one year following initial shipment to the purchaser. Such repair or replacement shall be free of charge for all items except for those items that are consumable and normally replaced during maintenance. Repair or replacement of such consumable items shall be subject to pro-rata charge based upon WEMCO PUMP's™ estimate of the percentage of normal service life realized from the item. WEMCO PUMP's™ obligation under this Warranty is conditioned upon its receiving prompt notice of claimed defects which shall in no event be later than thirty (30) days following expiration of the above warranty period and is limited to repair or replacement as aforesaid.

THIS WARRANTY IS EXPRESSLY MADE BY WEMCO PUMP™ AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY. WEMCO PUMP™ NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITIES WITH RESPECT TO ITS EQUIPMENT INCLUDING NEGLIGENCE IN DESIGN OR MANUFACTURE. WEMCO PUMP™ SHALL NOT BE LIABLE FOR NORMAL WEAR AND TEAR NOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE DUE TO USE OR IN OPERABILITY OF ITS EQUIPMENT FOR ANY REASON WHATSOEVER.

This Warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of an authorized WEMCO PUMP™ facility or factory, or damaged by improper installation or application, or subject to misuse, abuse, neglect or accident.


This Warranty applies only to WEMCO® pumps and pump equipment manufactured and sold by Weir Specialty Pumps.

WEMCO PUMP™ makes no warranty with respect to parts, coatings, accessories, or components manufactured by others. The warranty which applies to such items is offered by their respective manufacturers except that WEMCO PUMP™ does warrant that any special coatings have been applied in accordance with their respective manufacturer's recommendations.

WEMCO PUMP™



**WEMCO PUMP**  
PRODUCTS OF Weir Specialty Pumps  
A Weir Group Company

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