

CONTRACT FOR GENERATOR RENTAL

This Agreement is by and between Caterpillar, Inc., a foreign Corporation authorized to do business in the State of Florida, with offices at 100 N.E. Adams Street, Peoria, IL 61629 (“CATERPILLAR”), and THE CITY OF BOYNTON BEACH, a Florida municipal corporation, with a mailing address of Post Office Box 310, Boynton Beach, FL 33425 (the “City”).

RECITALS

WHEREAS, following the failure of the backup generator at the EWTP a backup generator has been rented while decisions are made on the best long term solution for power supply at the plant. It has now been determined that the best solution, based upon the favorable electric rates utilizing the FPL curtailment program, is to install backup diesel generator(s) ; and

WHEREAS, CATERPILLAR, has agreed to allow the City to piggy-back the Sourcewell NJPA Contract #120617-CAT for rental of an emergency backup generator through Pantropic , it’s authorized dealer in an estimated annual amount of \$94,392.00.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

Section 2. The City and CATERPILLAR agree that Pantropic shall provide rental backup generator at the East Water Treatment Plant in an estimated annual amount of \$94,392.00 at prices based on Sourcewell NJPA Contract 120617-CAT, a copy of which is attached hereto as Exhibit “A”, except as hereinafter provided:

A. All references to Sourcewell shall be deemed as references to the City of Boynton Beach.

B. **Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days

from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

C. VENUE

Venue for any administrative and/or legal action arising under this Agreement shall be in Palm Beach County, Florida

D. All Notices to the City shall be sent to:

City: Lori LaVerriere, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy : James A. Cherof, City Attorney
Goren, Cherof, Doody & Ezrol, PA.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
Telephone: (954) 771-4500
Facsimile: (954) 771-4923

Section 3. In the event that the Sourcewell Contract is amended, or terminated, CATERPILLAR shall notify the City within ten (10) days. In the event the Sourcewell Contract is amended or terminated prior to its expiration, this Contract shall remain in full force and effect, and not be deemed amended or terminated, until specifically amended or terminated by the parties hereto.

Section 4. CATERPILLAR agrees that in the event it enters into a Contract for the same (or substantially similar) scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, which the City determines to be more favorable than the terms in this Contract, the parties shall enter into an Addendum to provide those terms to the City.

Section 5. The insurance required shall require that the Certificate of Insurance name the City of Boynton Beach as an additional insured.

Section 6. In all other aspects, the terms and conditions of the Sourcewell Contract are hereby ratified and shall remain in full force and effect under this Contract, as provided by their terms.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

ATTEST:

By: _____

Lori LaVerriere, City Manager

Judith A. Pyle, CMC, City Clerk

APPROVED AS TO FORM:

James A. Cherof, City Attorney

Date

CATERPILLAR, INC.

WITNESSES:

BY: _____

Print Name: _____

Title: _____

ATTEST:

SECRETARY

Date

EXHIBIT A
AGREEMENT BETWEEN SOURCEWELL
AND CATERPILLAR, INC.