

**FIRST AMENDMENT TO AGREEMENT WITH CUMMINS INC.  
dba CUMMINS POWER SOUTH  
[Annual Service Maintenance and Inspections of Generators]**

**THIS FIRST AMENDMENT** (“Amendment”) to the Annual Service Maintenance and Inspections of Generators Agreement is made as of \_\_\_\_\_, 2021, between the **City of Lake Worth Beach**, a Florida municipal corporation (“CITY”), and **Cummins, Inc. dba Cummins Power South** a Florida Corporation (“CONTRACTOR”).

**RECITALS**

WHEREAS, on February 6, 2018, the CITY entered into an agreement with the CONTRACTOR for Annual Service Maintenance and Inspections of Generators (hereinafter the “Agreement”); and

WHEREAS, the Agreement had an initial three (3) year term with two (2) additional one (1) year renewal options (which the CITY’s City Manager is authorized to exercise); and

WHEREAS, the CONTRACTOR has provided the new pricing for the next year attached as Exhibit “1”; and

WHEREAS, the CITY and the CONTRACTOR wish to renew the Agreement for an additional one (1) year with all other terms, conditions remaining the same; and

WHEREAS, the CITY finds amending the Agreement as set forth herein is in the best interest of the City and serves a valid public purpose.

NOW, THEREFORE, and in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONTRACTOR agree to amend the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Term of Contract.** The CITY and the CONTRACTOR agree to amend and extend the term of the Agreement to February 6, 2022.
3. **Scope of Work and Compensation.** The CITY and CONTRACTOR agree to replace Exhibit “A” and Exhibit “B” with **Exhibit “1”** attached hereto and incorporated herein. **Exhibit “1”** shall set forth the work and compensation for the CONTRACTOR under this Amendment.
4. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:
  - a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors’ newly hired employees;
  - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;
  - c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

- d. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

5. **Entire Contract.** The CITY and the CONTRACTOR agree that the Agreement and this Amendment set forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement remain in full force and effect.

6. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument. Either or both parties may sign this Amendment electronically or by facsimile or email and such signature is as valid as the original signature of such party.

7. **SCRUTINIZED COMPANIES.**

- a. The CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- b. If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.
- e. The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.
- f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement with Cummins Inc. dba Cummins Power South (Annual Service Maintenance and Inspections of Generators) on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR: **CUMMINS, INC. dba CUMMINS POWER SOUTH**

By:  \_\_\_\_\_

[Corporate Seal]

Print Name: Marty Delmas

Title: PG PM Sales Manager

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of Cummins, Inc. dba Cummins Power South., a Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

\_\_\_\_\_  
Notary Public Signature

Notary Seal:

Exhibit "1"  
(CONTRACTOR'S WORK AND PRICING)



# Sales and Service

WEST PALM BEACH FL BRANCH  
 3754 INTERSTATE PARK WAY  
 MV# 95934  
 RIVIERA BEACH, FL 33404  
 Phone: 561-840-7281

## PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF LAKE WORTH ACCOUNTS PAYABLE 7 N DIXIE HWY Lake Worth, FL 33460	Contact: Tim Sloan Phone: 561 586-1636 Fax: 561 586-1656 Cust Id: 373460	Quote Date: 22-JAN-21 Quote Expires: 22-JAN-22 Quote Num: 123105 Quoted By: Martin E Delmas Quote Term: 1 Year(s)

### Site Information

1 LAKE WORTH UTILITIES	501 COLLEGE ST	LAKE WORTH	FL 33460
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<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	F1	ONAN	DGFA	DGFA 100KW	H060957625	STANDBY

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	F1	AIR FILTER REPLACEMENT	1	82.25	82.25
		BATTERY REPLACEMENT	1	326.67	326.67
		FULL SERVICE	1	505.44	505.44
		PM INSPECTION	3	300.11	900.33
		4 HOUR LOAD BANK TEST	1	678.14	678.14

This renewal proposal covers four (4) service visits annually: One (1) Full Maintenance Service with 4-Hour Load Bank Test (LBT). Three (3) Maintenance Inspection. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows: Full Service with LBT (4-hr) - February 2021; Inspections- May 2021, August 2021 & November 2021

This is a one (1) year proposal, running from 03 February 2021 through 02 February 2022.

Thank you for choosing Cummins! Please feel free to contact us with any questions or comments.

<b>Standard Agreement Amount</b>	<b>\$2,492.83</b>
<b>Proposal Total</b>	<b>\$2,492.83</b>



# Sales and Service

WEST PALM BEACH FL BRANCH  
3754 INTERSTATE PARK WAY  
MV# 95934  
RIVIERA BEACH, FL 33404  
Phone: 561-840-7281

## PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF LAKE WORTH ACCOUNTS PAYABLE 7 N DIXIE HWY Lake Worth, FL 33460	Contact: Tim Sloan Phone: 561 586-1636 Fax: 561 586-1656 Cust Id: 373460	Quote Date: 22-JAN-21 Quote Expires: 22-JAN-22 Quote Num: 123109 Quoted By: Martin E Delmas Quote Term: 1 Year(s)

### Site Information

1	LAKE WORTH CASINO	10 S OCEAN BLVD	LAKE WORTH	FL	33462
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<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	UNIT#1	ONAN	60.0GGHE	GGHE	B120300237	STDBY

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	UNIT#1	AIR FILTER REPLACEMENT	1	108.99	108.99
		BATTERY REPLACEMENT	1	343.85	343.85
		FULL SERVICE	1	381.23	381.23
		PM INSPECTION	3	200.36	601.08

This renewal proposal covers four (4) service visits annually: One (1) Full Maintenance Service .Three (3) Maintenance Inspection. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows: Full Service with battery & air filter replacement - February 2021; Inspections- May 2021, August 2021 & November 2021

This is a one (1) year proposal, running from 03 February 2021 through 02 February 2022.

Thank you for choosing Cummins! Please feel free to contact us with any questions or comments.

<b>Standard Agreement Amount</b>	<b>\$1,435.15</b>
<b>Proposal Total</b>	<b>\$1,435.15</b>



# Sales and Service

WEST PALM BEACH FL BRANCH  
3754 INTERSTATE PARK WAY  
MV# 95934  
RIVIERA BEACH, FL 33404  
Phone: 561-840-7281

## PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF LAKE WORTH ACCOUNTS PAYABLE 7 N DIXIE HWY Lake Worth, FL 33460	Contact: Tim Sloan Phone: 561 586-1636 Fax: 561 586-1656 Cust Id: 373460	Quote Date: 22-JAN-21 Quote Expires: 22-JAN-22 Quote Num: 123103 Quoted By: Martin E Delmas Quote Term: 1 Year(s)

### Site Information

1	MASTER PUMP STATION	202 GOLF VIEW	LAKE WORTH	FL	33461
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<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	MASTER LIFT ST	ONAN	1750 DQKB	1750DQKB	K050851176	ST

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	MASTER LIFT	AIR FILTER REPLACEMENT	1	768.36	768.36
	STA	BATTERY REPLACEMENT	1	1,313.24	1,313.24
		FULL SERVICE	1	2,558.96	2,558.96
		PM INSPECTION	3	387.81	1,163.43
		4 HOUR LOAD BANK TEST	1	3,137.56	3,137.56

This renewal proposal covers four (4) service visits annually: One (1) Full Maintenance Service with 4-Hour Load Bank Test (LBT). Three (3) Maintenance Inspection. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows: Full Service with LBT (4-hr) - February 2021; Inspections- May 2021, August 2021 & November 2021

This is a one (1) year proposal, running from 03 February 2021 through 02 February 2022.

Thank you for choosing Cummins! Please feel free to contact us with any questions or comments.

<b>Standard Agreement Amount</b>	<b>\$8,941.55</b>
<b>Proposal Total</b>	<b>\$8,941.55</b>



# Sales and Service

WEST PALM BEACH FL BRANCH  
3754 INTERSTATE PARK WAY  
MV# 95934  
RIVIERA BEACH, FL 33404  
Phone: 561-840-7281

## PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF LAKE WORTH ACCOUNTS PAYABLE 7 N DIXIE HWY Lake Worth, FL 33460	Contact: Tim Sloan Phone: 561 586-1636 Fax: 561 586-1656 Cust Id: 373460	Quote Date: 21-JAN-21 Quote Expires: 21-JAN-22 Quote Num: 123088 Quoted By: Martin E Delmas Quote Term: 1 Year(s)

### Site Information

1	NORTH BOOSTER STATION	22ND AVE. & NORTH "D" ST.	LAKE WORTH	FL	33460
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<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	NORTH BOOSTER	ONAN	DQDAA	DQDAA	H070096898	250 KW

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	NORTH BOOSTER	AIR FILTER REPLACEMENT	1	200.73	200.73
		BATTERY REPLACEMENT	1	572.59	572.59
		FULL SERVICE	1	865.27	865.27
		PM INSPECTION	3	296.31	888.93
		4 HOUR LOAD BANK TEST	1	818.15	818.15

This renewal proposal covers four (4) service visits annually: One (1) Full Maintenance Service with 4-Hour Load Bank Test (LBT). Three (3) Maintenance Inspection. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows:

Full Service with LBT (4-hr) with air filter and battery replacement - February 2021; Inspections- May 2021, August 2021 & November 2021

This is a one (1) year proposal, running from 03 February 2021 through 02 February 2022.

Thank you for choosing Cummins! Please feel free to contact us with any questions or comments.

<b>Standard Agreement Amount</b>	<b>\$3,345.67</b>
<b>Proposal Total</b>	<b>\$3,345.67</b>





# Sales and Service

WEST PALM BEACH FL BRANCH  
 3754 INTERSTATE PARK WAY  
 MV# 95934  
 RIVIERA BEACH, FL 33404  
 Phone: 561-840-7281

## PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF LAKE WORTH ACCOUNTS PAYABLE 7 N DIXIE HWY Lake Worth, FL 33460	Contact: Tim Sloan Phone: 561 586-1636 Fax: 561 586-1656 Cust Id: 373460	Quote Date: 22-JAN-21 Quote Expires: 22-JAN-22 Quote Num: 123108 Quoted By: Martin E Delmas Quote Term: 1 Year(s)

### Site Information

1	RO2 WATER PLANT	301 COLLEGE ST	LAKE WORTH	FL	33460
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<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	RO2 WATER PLA	ONAN	2000.0DQKAB-4	2000.0DQKAB-4	96313I100156507	STDBY

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	RO2 WATER PLANT	AIR FILTER REPLACEMENT	1	869.26	869.26
		BATTERY REPLACEMENT	1	1,313.24	1,313.24
		FULL SERVICE	1	2,558.96	2,558.96
		PM INSPECTION	3	387.81	1,163.43
		4 HOUR LOAD BANK TEST	1	3,166.93	3,166.93

This renewal proposal covers four (4) service visits annually: One (1) Full Maintenance Service with 4-Hour Load Bank Test (LBT). Three (3) Maintenance Inspection. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows: Full Service with LBT (4-hr) - February 2021; Inspections- May 2021, August 2021 & November 2021

This is a one (1) year proposal, running from 03 February 2021 through 02 February 2022.

Thank you for choosing Cummins! Please feel free to contact us with any questions or comments.

<b>Standard Agreement Amount</b>	<b>\$9,071.82</b>
<b>Proposal Total</b>	<b>\$9,071.82</b>



# Sales and Service

WEST PALM BEACH FL BRANCH  
 3754 INTERSTATE PARK WAY  
 MV# 95934  
 RIVIERA BEACH, FL 33404  
 Phone: 561-840-7281

## PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF LAKE WORTH ACCOUNTS PAYABLE 7 N DIXIE HWY Lake Worth, FL 33460	Contact: Tim Sloan Phone: 561 586-1636 Fax: 561 586-1656 Cust Id: 373460	Quote Date: 21-JAN-21 Quote Expires: 21-JAN-22 Quote Num: 123091 Quoted By: Martin E Delmas Quote Term: 1 Year(s)

### Site Information

1	SOUTH BOOSTER STATION	1600 S E ST	LAKE WORTH	FL	33460
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<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	SOUTH BOOSTER	ONAN	DQDAA	DQDAA	H070096899	250 KW

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	SOUTH BOOSTER	AIR FILTER REPLACEMENT	1	200.73	200.73
		BATTERY REPLACEMENT	1	572.59	572.59
		FULL SERVICE	1	892.97	892.97
		PM INSPECTION	3	323.27	969.81
		4 HOUR LOAD BANK TEST	1	818.36	818.36

This renewal proposal covers four (4) service visits annually: One (1) Full Maintenance Service with 4-Hour Load Bank Test (LBT). Three (3) Maintenance Inspection. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows: Full Service with LBT (4-hr), air filter and battery replacement - February 2021; Inspections- May 2021, August 2021 & November 2021

This is a one (1) year proposal, running from 03 February 2021 through 02 February 2022.

Thank you for choosing Cummins! Please feel free to contact us with any questions or comments.

<b>Standard Agreement Amount</b>	<b>\$3,454.46</b>
<b>Proposal Total</b>	<b>\$3,454.46</b>



# Sales and Service

WEST PALM BEACH FL BRANCH  
3754 INTERSTATE PARK WAY  
MV# 95934  
RIVIERA BEACH, FL 33404  
Phone: 561-840-7281

## PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF LAKE WORTH ACCOUNTS PAYABLE 7 N DIXIE HWY Lake Worth, FL 33460	Contact: Tim Sloan Phone: 561 586-1636 Fax: 561 586-1656 Cust Id: 373460	Quote Date: 21-JAN-21 Quote Expires: 21-JAN-22 Quote Num: 123092 Quoted By: Martin E Delmas Quote Term: 1 Year(s)

### Site Information

1 LAKE WORTH UTILITIES	1500 LAKE OSBORNE DR	LAKE WORTH	FL 33461
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<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	F2	ONAN	DGFC	DGFC 275KW	O60944376	STANDBY

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	F2	AIR FILTER REPLACEMENT	1	426.53	426.53
		BATTERY REPLACEMENT	1	781.01	781.01
		FULL SERVICE	1	996.07	996.07
		PM INSPECTION	3	288.71	866.13
		4 HOUR LOAD BANK TEST	1	992.34	992.34

This renewal proposal covers four (4) service visits annually: One (1) Full Maintenance Service with 4-Hour Load Bank Test (LBT). Three (3) Maintenance Inspection. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows: Full Service with LBT (4-hr), air filter and battery replacement - February 2021; Inspections- May 2021, August 2021 & November 2021

This is a one (1) year proposal, running from 03 February 2021 through 02 February 2022.

Thank you for choosing Cummins! Please feel free to contact us with any questions or comments.

<b>Standard Agreement Amount</b>	<b>\$4,062.08</b>
<b>Proposal Total</b>	<b>\$4,062.08</b>