

**FIRST AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES  
Outdoor Single-Phase Combined CT/PT Metering Units (Electric Utilities)**

THIS FIRST AMENDMENT (“Amendment”) to the Agreement for Goods and Services - Outdoor Single-Phase Combined CT/PT Metering Units is made as of \_\_\_\_\_, 2021, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida (“CITY”) and **TRENCH LIMITED**, a New Brunswick Corporation (“CONTRACTOR”).

**WHEREAS**, the City issued Request for Proposal RFP 18-211 for the procurement of Outdoor Single-Phase Combined CT/PT Metering Units (“RFP”); and

**WHEREAS**, on September 13, 2018, the CITY and CONTRACTOR entered into the Agreement for Outdoor Single-Phase Combined CT/PT Metering Units (“Agreement”); and

**WHEREAS**, the term of the Agreement was for two (2) years with two (2) additional single year renewal options; and

**WHEREAS**, the CITY and the CONTRACTOR wish to amend the Agreement to extend the terms of the Agreement for additional one (1) year; and,

**WHEREAS**, the CONTRACTOR submitted a revised rate schedule for the units to be provided under this Amendment, which rates are attached hereto as **Exhibit “A”** and incorporated herein; and

**WHEREAS**, the CITY has reviewed the increased rate schedule and determined that the increase is fair and reasonable; 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**, 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 Agreement.** The parties agree that the term of the Agreement is hereby extended to September 13, 2021.

3. **Rate Schedule.** The parties agree that the rates to be charged by the CONTRACTOR for the units to be provided under the Agreement are set forth in **Exhibit “A”**.

4. **Maximum Cost.** The total amount not to exceed under this Amendment shall be Two-Hundred Thousand Dollars (\$200,000). The CONTRACTOR is not guaranteed that the CITY will purchase units up to the entire not to exceed amount.

5. **Entire Agreement.** 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 (except as amended herein) 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 shall constitute but one and the same instrument. Either or both parties may sign this Amendment electronically or digitally 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 First Amendment to the Agreement for Goods and Services - Outdoor Single-Phase Combined CT/PT Metering Units 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: TRENCH LIMITED**

By: ATM

[Corporate Seal]

Print Name: Selim Hostut

Title: General Manager - Instrument Transformers

PROVINCE OF Ontario )  
CITY OF Toronto )

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 6th day of July 2021, by Selim Hostut, as the GM - Instr. Transformers [title] of Trench Limited, a New Brunswick Corporation, who is personally known to me or who has produced N/A 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.

[Signature]  
Notary Public Signature

Notary Seal:



**Exhibit “A”**



**Quotation**

To:	CITY OF LAKE WORTH	From:	Trench Limited
Attn:	PAUL NICHOLAS	Name:	GUSTAVO LOPEZ-BENITEZ
Email:	<a href="mailto:pnicholas@lakeworthbeachfl.gov">pnicholas@lakeworthbeachfl.gov</a>	Date:	JUL-01-2021
Your ref:	OIF:COLW COMBI UNITS 145 KV	Trench ref:	22111844 rev. 02
Subject:	OIF:COLW COMBI UNITS 145 KV	Page:	1 of 10

Dear Paul,

Thank you for your inquiry and your continued interest in our products.

We are pleased to submit herewith our proposal for the above mentioned project and hope it meets your expectations.

As your reputable local partner, Trench provides the utmost in high-quality and reliable products that are individually designed for the required performance and service life.

To address growing market demands, Trench is pleased to offer our new standard 60/66 month warranty period. Further details are enclosed within this offer

If you have any questions, or require additional information regarding our products, please do not hesitate to contact us anytime.

We look forward to having the opportunity to serve you soon.

Sincerely,

*Gustavo Lopez*

GUSTAVO LOPEZ-BENITEZ  
Inside Sales  
Trench Limited - Instrument Transformer Division

**CC:**  
ENGINEERED POWER PRODUCTS INC  
Keith Armstrong

Enclosed datasheet, drawings



**PRICE TABLE**

Item	Material	Description	Qty	Unit Price USD	Total Price USD	Delivery
20	Combined Transformer	<b>N5H-650-138-202S</b> <b>CITY OF LAKEWORTH</b> Rated Voltage 138.0 kV , No. of Cores 1 , Ratio 1000/2000:5 , Accuracy 0.15B1.8 , Note 1000:5(5-200%),2000:5(1-100%) ,	8	22,650.00	181,200.00	24-26 weeks

**PRICES ARE EXCLUSIVE OF VALUE ADDED TAX, IF APPLICABLE**

**GENERAL NOTES**

Rev 1 - Quantity increased from 4 to 8 units by customer request, lead time updated based on Winter shutdown, price updated based on cost update. Validity extended for 30 days. 06/25/21, G. Lopez

Rev 2 - Ratio updated from 600/1200:5 to 1000/2000:5 A and price updated. Validity extended for 30 days. 07/01/21, G. Lopez



## COMMERCIAL CONDITIONS

Place of manufacture within the Trench Group will be determined by Trench Group at the time of order placement.

**Validity:** Proposal is valid until 2021-07-30  
Prices are firm for shipment on/or before 2022-03-30

**Delivery:** Delivery is based on receipt and acceptance of official order and does not include any additional time required for approval documentation, FAT/witness testing or inspection (if required by purchaser). Lead time could be improved at time of order entry, depending on plant loading.

The worldwide outbreak of the coronavirus disease ("COVID-19") may affect usual business activities and/or the execution of work under this offer. As the impacts from COVID-19 are continuously changing, their impacts on this offer are unknown at this time. To avoid potentially unnecessary contingency, matters such as procurement lead-time, delivery date, resources, and schedule are provided without consideration of impacts from COVID-19 other than as specifically set out in this offer. Trench is closely monitoring the development of COVID-19 and its associated impacts, and will endeavor to inform you of the impacts that COVID-19 has or may have on this offer. If required to overcome the consequences directly or indirectly caused by the outbreak of COVID-19, Trench reserves the right to adjust its obligations related to schedule, price, or any other reasonably required adjustment of this offer, including postponing or providing partial deliveries to the extent Trench's ability to supply or deliver is impacted.

The foregoing provision shall form an integral part of any contract resulting from this offer and shall supersede any other terms and conditions of the Contract which may otherwise be applicable to the subject matter described in the provision.

**NOTE ON DRAWING APPROVAL:** Trench's quotation includes drawings which are technically and dimensionally aligned with our offer. To expedite drawing approval, purchaser may indicate the quotation drawings are approved for manufacturing by submitting signed copies of the quotation drawings to Trench marked as "approved" along with the purchase order. Any changes or comments included by purchaser will be accepted by Trench, provided that such comments do not fundamentally change the design or offer (e.g. are limited to either changes to the nomenclature or the addition of reference notes).

**Freight Terms:** DDP FL, US  
According to INCOTERMS, ICC publication no. 715, 2010 edition.

**Payment Terms:** within 30 days Due net

**Testing:** Price includes Routine Testing according to the quoted standards only. Type test reports of similar units can be provided in lieu of performing type tests upon request at no charge.  
Actual type tests, if required, would be charged extra. If type testing is required, delivery dates may be affected.

**Packing:** Appropriate packaging for the shipping method is included.

**Warranty:** 60 months in service ,maximum 66 months from delivery  
Warranty only applies to products manufactured and supplied by Trench Group.





- Conditions of Sale:** Agreement for Goods and Services signed Sep 6th, 2018
- Retention Clause:** Trench Limited shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
- Liquidated Damages:** Not applicable.
- Performance or Warranty Security:** The Trench proposal does not include for the provision of any security or bank guarantee. If one is subsequently required, the specific details of the Security / Guarantee have to be agreed by Trench Limited and the additional cost will be for the customer's account.
- Additional Comments:** Erection, installation, training of personnel as well as site test procedure is not included in our supply.  
Special tools for erection and putting into service are not necessary.  
Special spare parts are normally not necessary because the quoted apparatus are practically maintenance free.
- Drawings and Literature:** Supplier reserves all titles and property rights and rights originating from copyright on cost estimates, drawings and other documents. Such may not be disclosed to third parties without prior consent of the supplier. Contractual language: English.
- Compliance:** Compliance with legal regulations is an integral part of all business processes at Trench. Possible infringements can be reported to our HelpDesk "Tell us" at [www.trench-group.com](http://www.trench-group.com).
- Compliance with Export Control Regulations:**
1. If Purchaser transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Supplier or works and services (including all kinds of technical support) performed by Supplier to a third party, Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event, Purchaser shall comply with the (re-) export control regulations of Canada, of the Federal Republic of Germany, of the European Union and of the United States of America, to the extent permissible under Canadian law.
  2. If required to conduct export control checks, Purchaser, upon request by Supplier, shall promptly provide Supplier with all information pertaining to the particular end customer, the destination and the intended use of goods, works and services provided by Supplier, as well as any export control restrictions existing.
  3. Purchaser shall indemnify and hold harmless Supplier from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Supplier for all losses and expenses resulting thereof. This provision does not imply a change in burden of proof.
  4. Supplier shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
- Default of Acceptance:** If the Purchaser, for reasons attributable to it, does not take over the delivered goods, Supplier shall be entitled to present the bill after notification of readiness for delivery. The agreed times allowed for payment shall immediately commence and the goods shall be stored by Supplier at the risk of the Purchaser.



**Trench Limited**

**Confidential / Proprietary Information**

This document contains information confidential and proprietary to Trench Limited. Receipt of this document is an acknowledgement of a confidential relationship between the recipient and Trench Limited with respect to the document itself and any subsequent communication relative to it. This document is to be used solely for the purpose for which it was furnished and is to be returned or destroyed when no longer required. Neither this document nor any information obtained therefrom is to be published, reproduced, transmitted, distributed, disclosed or used otherwise in whole or in part without the written consent of Trench Limited. If you are not the intended recipient of this document, you are hereby notified that you received in error, and that any review, dissemination, distribution, copying or use of this document in whole or in part is strictly prohibited. If you have received this document in error, please destroy the document or contact Trench Limited to arrange for its return.

**Price Reservation Clause**

Trench's pricing is subject to adjustment for the impact of any new or modified taxes, duties, tariffs or equivalent measures imposed by any local or foreign governmental authority which is applicable to our offering, including any portions or components contained within the offering, including those announced and/or implemented on or after May 31, 2018.

If any change to any law, rule, regulation, taxes, customs, duties order, code, standard or requirement, (including the interpretation of the same) impacts the Seller's obligations or performance under this Contract, the Seller shall be entitled to a change order for an equitable adjustment in prices and times for performance to the extent such change impacts the Seller's obligations or performance under this Contract.



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## TECHNICAL COMMENTS

Steel supporting structures, adapter plates, mounting hardware for the offered equipment, line- and grounding connectors as well as junction boxes are not included in our supply.

Our standard manuals as well as the following drawings are included in our supply:

- outline drawing with details of primary terminal, grounding terminal and mounting holes
- wiring diagram
- rating plates
- secondary terminal box

Painting of transformers:

All iron parts are hot-dip galvanized or of stainless steel. Other metal parts are of corrosion resistant cast aluminum and additional painting is not necessary.

All terminal box / enclosures meet the degree of protection IP54.

PT's type UT5: All metal parts are of marine grade powder coated aluminum (dome) or powder coated steel (tank).





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Sec. voltage full winding 1	115 V
Sec. voltage tap winding 1	67.08
Winding1 Accuracy	0.15
Winding1 Burden	WXYZ

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Sec.Voltage full winding 2	115 V
Sec. voltage tap winding 2	67.08
Winding2 Accuracy	0.15
Winding2 Burden	WXYZ

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CT Ratio	1000/2000:5
CT Ratio Type	Dual Ratio
No. of Cores	1

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CT Core 1 Ratio	1000/2000:5
Core1 Accuracy	0.15B1.8
Core 1 Note	1000:5(5-200%),2000:5(1-100%)

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Type of Insulator	Porcelain
Color of Insulator	Grey
Creepage	131.31 IN
Strike Distance	54.38 IN

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Dimensions as per Drawing	N5H-650-138
Net Weight	1,370 LB
Gross Weight	1,420 LB
Crate Length	36 IN
Crate Width	36 IN
Crate Height	120 IN
Crate Volume	90.00 FT3

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Primary Terminal	Tin plated Al NEMA 4 holes
Primary Connector	N/A
Grounding Terminal	Stainless steel NEMA 2 holes

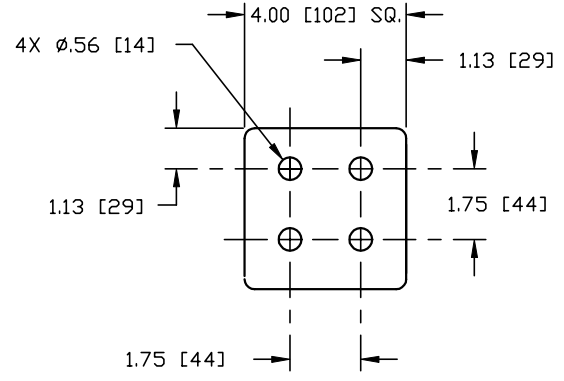
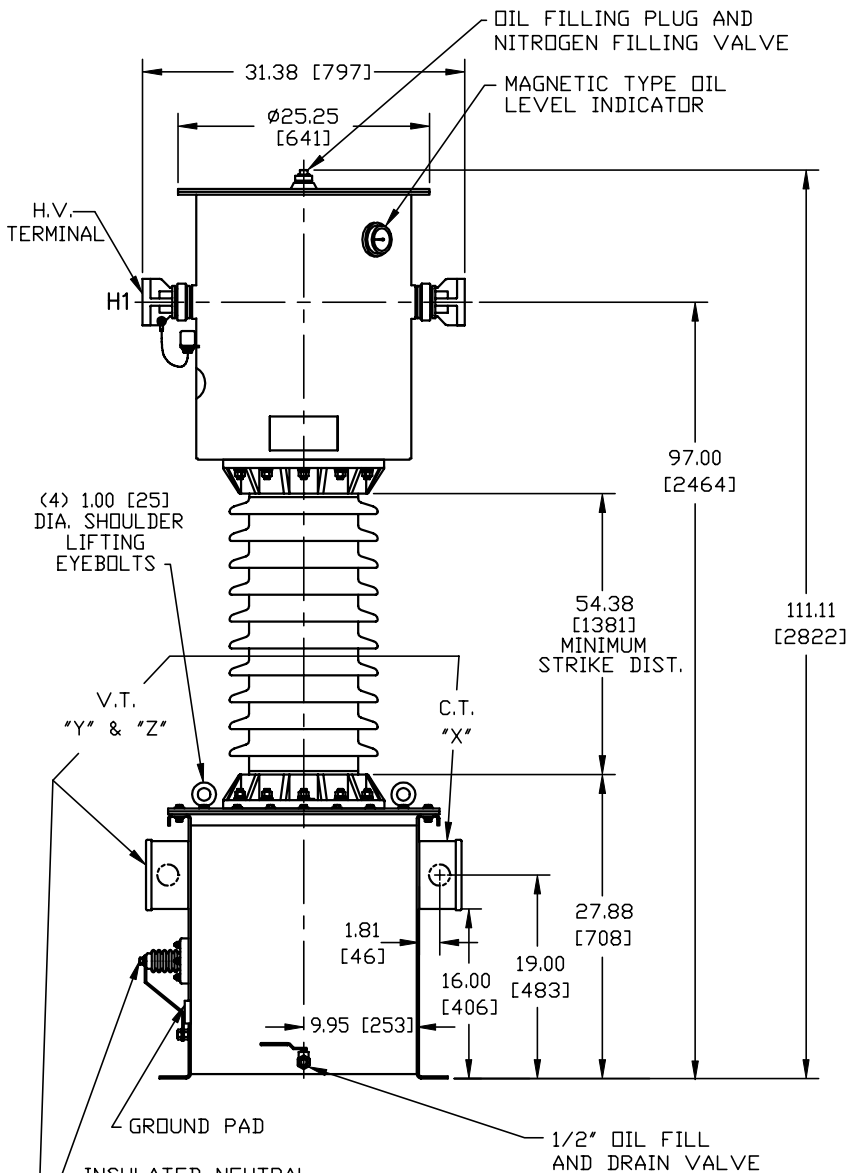


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Grounding Connector	N/A
Secondary Terminal Type(CT)	Stud type
Secondary Terminal Type(VT)	Stud type

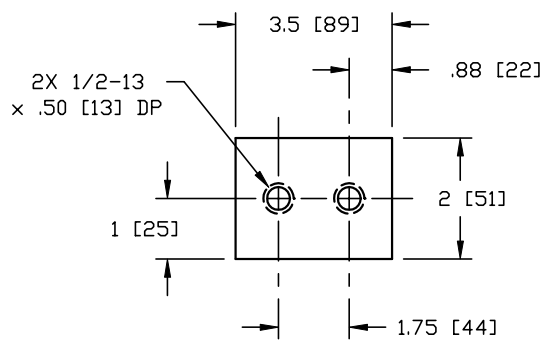
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Nameplate	Stainless Steel
Type of LV BOX	Stainless Steel
Type of Dome	Standard Aluminum
Type of Tank	Stainless Steel
Heater	N/A
Secondary Protection	N/A
Damping Pads	N/A
Pressure Gauge	N/A



**H.V. TERMINAL DETAIL**

MATERIAL: .625 [16] THICK ALUMINUM  
TIN PLATED

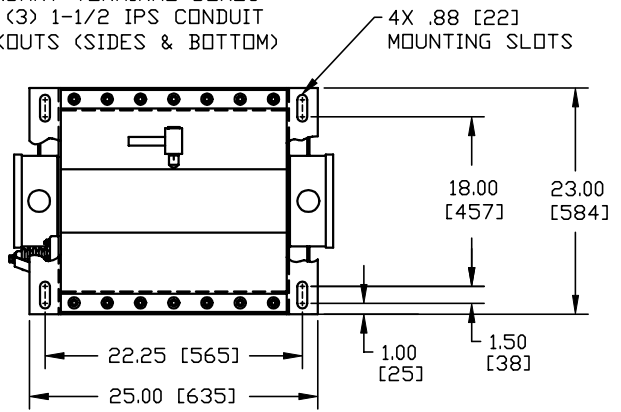


**GROUND PAD DETAIL**


MATERIAL: STAINLESS STEEL  
0.5 [13] THICK

**NOTES:**

1. ALL DIMENSIONS ARE IN INCHES AND [MILLIMETERS]
2. BIL: 650 kV
3. PORCELAIN COLOR: GREY
4. BASE HOUSING STEEL PAINTED GREY ASA-70
5. OIL: 70 GAL. 265 LITERS (APPROX.)
6. WEIGHT: 1370 LBS. 621 Kg (APPROX.)
7. CREEPAGE DISTANCE: 131.31 [3335] MINIMUM
8. NAMEPLATES ARE STAINLESS STEEL



FOR QUOTATION PURPOSES ONLY

TOLERANCES UNLESS OTHERWISE SPECIFIED 0-12" [305] ±1/32" [0.8] 12" [305]-24" [610] ±1/16" [1.6] 24" [610]-36" [914] ±3/32" [2.4] 36" [914]-48" [1219] ±1/8" [3.2] 48" [1219] AND UP ±3/16" [4.8] WEIGHT ±10% ANGULAR ±2°	REVISION No. DESCRIPTION		<b>TRENCH LIMITED</b> COPYRIGHT, ALL RIGHTS RESERVED				 <b>TRENCH</b>
			METERING TRANSFORMER TYPE N5-650-138				
	DESG.	DRN.	APPD.	DATE	SCALE	W.O.	
		K. A.		JAN. 05/2000	NTS		
						DWG.	
						N5-650-138	