

**FIRST AMENDMENT TO GOODS AND SERVICES AGREEMENT
(Dissolved Gas Analysis (DGA) Monitors for Three-Phase Power Transformer)**

THIS FIRST AMENDMENT (“FIRST Amendment”) to the Agreement for Goods and Services for Dissolved Gas Analysis (DGA) Monitors for Three-Phase Power Transformer is made as of _____, by and between the **City of Lake Worth Beach**, Florida, a (“CITY”) and **Reinhausen Manufacturing, Inc.**, a Foreign Corporation registered to do business in the State of Florida, with its office located at 2549 N. 9th Ave, Humboldt, TN 38343 (“CONTRACTOR”).

WHEREAS, on February 6, 2024, the CITY and CONTRACTOR entered into the Goods and Service Agreement for CONTRACTOR to provide the City of Lake Worth Beach with Dissolved Gas Analysis (DGA) Monitors for Three-Phase Power Transformer (“Agreement”); and

WHEREAS, the CITY is in need of additional Dissolved Gas Analysis (DGA) Monitors for Three-Phase Power Transformer because of the other awarded Contractor for DGA monitors could not supply needed requirement;

WHEREAS, the CONTRACTOR has provided a proposal for the purchase of 3 additional Dissolved Gas Analysis (DGA) Monitors for Three-Phase Power Transformers with the same specifications which details are attached hereto as **Exhibit “A”** and incorporated herein and under the same price as initial Contractor; and

WHEREAS, the CITY finds the proposal to be acceptable; and

WHEREAS, the CITY in accordance with the City’s procurement code, section 2-112 (g), CITY may waive the competitive selection procedures if the goods and/or services sought cannot reasonably be acquired through the normal competitive selection process; 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. **Maximum Cost.** The maximum not to exceed amount under this Agreement has been increased by Seventy-Three Thousand Seven Hundred Forty-Nine Dollars and Seventy-Eight Cents (\$73,749.78).
3. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement (as previously amended) and this First 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 First 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 previously amended and amended herein) remain in full force and effect.
4. **Counterparts.** This First 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 First Amendment via facsimile, email, or electronically and such signature is as valid as the original signature of such party.

**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 Good and Service Agreement for Dissolved Gas Analysis (DGA) Monitors for Three-Phase Power Transformer on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: REINHAUSEN MANUFACTURING, INC.

[Corporate Seal]

By: Jarrad Weiss
Print Name: Jarrad Weiss
Title: ASM

STATE OF Georgia
COUNTY OF Chatham

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 17 day of June 2024, by Jarrad Weiss, as the Area Sales Manager [title] of **Reinhausen Manufacturing, Inc.** a foreign corporation authorized to do business in the State of Florida, who is personally known to me or who has produced Georgia drivers license 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.

Lori Anne Mastronardi
Notary Public Signature

Notary Seal:

LORI ANNE MASTRONARDI
NOTARY PUBLIC
Bryan County
State of Georgia
My Commission Expires:
01/26/2027

Exhibit "A"
(Contractor's Proposal - 3 pages)



Reinhausen Manufacturing Inc., 2549 North 9th Avenue, Humboldt, TN 38343

City of Lake Worth
Utilities Department
1900 2nd Avenue North
Lake Worth FL 33461

OFFER 10518811

Version 00
Contact person Wayne Brewster / WBS
E-mail w.brewster@us.reinhausen.com
Phone +1-731-562-4152
Fax +1-731-784-7682
Your inquiry email
Date of inquiry 05/14/2024
Project MSENSE® DGA 5
Notification 300622109
Your customer no 768257
Date 05/15/2024
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Dear Sir or Madam,

We thank you for your above mentioned inquiry and offer - based on the conditions stated below - as specified on the following pages.

Item	Material no.	Designation	Qty.	Unit of measure	Price (USD) / Unit	Value (USD)
10	MSENSEDG	MSENSE® DGA MSENSE® DGA 5	3	Pcs	24,583.26 / 1 Pcs	73,749.78
		Quantity of operation instructions for the transformer-manufacturer			1	
		Language of operating instructions for the transformer-manufacturer			English	
		Quantity of operation instructions for the transformer-operator			1	
		Language of operating instructions for the transformer-operator			English	

Reinhausen Manufacturing Inc.
2549 North 9th Avenue
Humboldt, TN 38343

Phone +1 (731) 784-7681
Fax +1 (731) 784-7682
www.reinhausen.com

President: Robert Vary

Reinhausen Group

Regions Bank Account: 7510125407

ABA number: 062005690

Swift Code: UPNBUS44

Federal Id # 62-1413391

Item	Material no.	Designation	Price (USD) / Unit	Value (USD)
	Qty.	Unit of measure		
		MSENSE® DGA	<p>Multi-gas online DGA device for measurement and analysis of the gases hydrogen (H2), carbon monoxide (CO), acetylene (C2H2), and ethylene (C2H4) dissolved in the insulating oil, as well as the humidity in the oil (H2O). Compact, lightweight, and maintenance-free device for mounting on a 1 ½" threaded connection. No need for additional carrier or calibration gases. Convenient operation via a large, graphic LC display and 17 operating keys.</p> <p>Analog outputs: 5x 4...20 mA for gas/humidity values (freely configurable) Relay outputs: 5x for alarms and device status (freely configurable) MSET DGA configuration software via RS485 and Ethernet Power consumption: Max. 400 VA Housing material: Aluminum Size: 263 x 263 x 327.5 mm Weight: Approx. 13.5 kg Degree of protection: IP55</p> <p>1½" NPT ANSI B 1.20.1 120 V -20% +15% AC 50/60Hz FO DNP3 RS485 / DNP3 OF or RJ45 / Modbus RTU RS485 / Modbus TCP OF or RJ45</p>	
Total of items				73,749.78
Final amount				73,749.78

INCOTERMS: EXW Humboldt TN

Terms of payment: 30 days after date of invoice

Terms of delivery: The delivery and/or service is based on enclosed "REINHAUSEN MANUFACTURING, INC. STANDARD SALES TERMS AND CONDITIONS".

Validity period: 07/14/2024

City of Lake Worth
1900 2nd Avenue North
Lake Worth FL 33461

Document number
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Price agreement: The offer with the stipulated prices applies to orders made within the above mentioned validity period and for deliveries until 12/31/2024

Delivery time: The delivery time is approx. 14 weeks (ex works) after receipt of the order for which all technical and commercial details have been clarified.

If we can be of any further assistance, please do not hesitate to contact us.

Best regards,

Reinhausen Manufacturing Inc.

This document was computer-generated and does not require a signature.

Please refer to the attached enclosures as applicable.