

**FIRST AMENDMENT TO GOODS AND SERVICES AGREEMENT  
(Distribution Transformers)**

THIS FIRST AMENDMENT ("FIRST Amendment") to the Agreement for Goods and Services for Distribution Transformers is made as of June 8, 2023, by and between the **City of Lake Worth Beach**, Florida, a ("CITY") and **ULS Corporate Inc.**, a foreign corporation ("CONTRACTOR"), with its office located at 1001 Finch Ave West, Suite 200A, Toronto, Ontario, M3J 2C7, Canada .

**WHEREAS**, on February 9, 2023, the CITY and CONTRACTOR entered into the Goods and Service Agreement for CONTRACTOR to provide overhead pole-mounted transformers for use on a grounded 60-Hertz distribution system for the City of Lake Worth Beach on an as needed ("Agreement"); and

**WHEREAS**, the CITY requires similar type of distribution transformers and the Agreement allows for the CITY and CONTRACTOR to add similar type of distribution transformers to the Agreement;

**WHEREAS**, the CONTRACTOR has provided a proposal for the additional distribution transformers which details are attached hereto as **Exhibit "1"** and incorporated herein; and

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

**WHEREAS**, the CITY and CONTRACTOR desire to increase the total maximum cost to be paid by the CITY under this Agreement by a not to exceed amount of \$2,000,000.00 (Two Million Dollars) for each fiscal year; 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. **Additional Transforms.** The Agreement is amended to add the additional distribution transformers as set forth in **Exhibit "1"** hereto and the cost to the City for said additional distribution transformers shall be the amount set forth in Exhibit "1".
3. **Maximum Cost.** The maximum not to exceed amount for this Agreement for each fiscal year is \$4,750,000.00 (Four Million Seven Hundred Fifty Thousand Dollars) inclusive of the additional transformers set forth in Exhibit "1" hereto.
4. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement 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 amended herein) remain in full force and effect.
5. **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.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Good and Service Agreement for Distribution Transformers on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, 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

**ULS Corporate Inc.**

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

Print Name: Jose Velazco

Title: President

[Corporate Seal]

City  
STATE OF Toronto  
COUNTY OF Ontario  
Province

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 8 day of June 2023, by Jose Velazco, as the president [title] of **ULS Corporate Inc.**, a foreign corporation authorized to do business in the State of Florida, who is personally known to me or who has produced Driver's 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.

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

**FRANK SI JI DU**  
Notary Seal:  
**Barrister & Solicitor, Notary Public and  
Commissioner for Oaths in and for  
the Province of Ontario.**  
LSO #81136P  
frankdu333@hotmail.com  
T: 647-860-8308

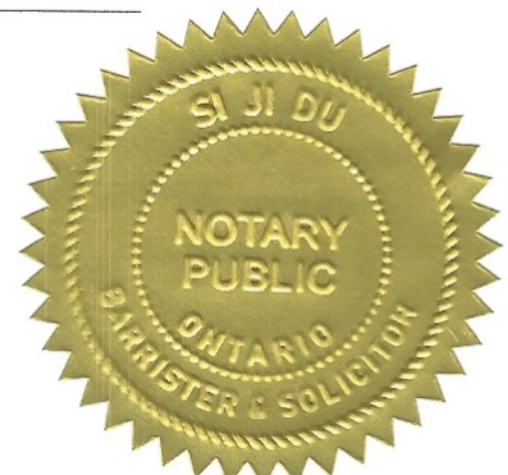


Exhibit "1"  
(Contractor's Proposal)

ULS CORPORATE INC

Phone 647-351-8574 Fax 647-351-8573  
info@ulscorporate.com  
www.ulscorporate.com

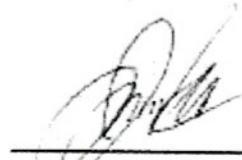
CI#: UF3035

DATE: APRIL 5<sup>TH</sup>, 2023

<p>Customer: CITY OF LAKE WORTH BEACH Email: <a href="mailto:purchasing1@lakeworthbeachfl.gov">purchasing1@lakeworthbeachfl.gov</a> Address: City Hall Financial Services Office Procurement 7 North Dixie Hwy. 2nd floor, Lake Worth Beach, FL 33460 Phone: +1 (561) 586-1770</p>	<ul style="list-style-type: none"> <li>• Incoterms: DDP City of Lake Worth Beach</li> <li>• Lead Time: 120-135 DAYS</li> <li>• Offer Validity: 90 Days</li> <li>• Warranty: 2 Year</li> </ul>
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CROSS ITEM	DESCRIPTION	QUANTITY (PIECE)	UNIT PRICE (USDS)	TOTAL PRICE (USDS)
1.00	<p>100 KVA Pole Mounted transformer, Single Phase, 60Hz</p> <ul style="list-style-type: none"> <li>• CAPACITY : 100 KVA</li> <li>• PRIMARY VOLTAGE : 15240/26450GrdY</li> <li>• SECONDARY VOLTAGE : 2400/4160Y V</li> <li>• HV BIL : 150KV</li> <li>• LV BIL : 60KV</li> <li>• PKG : ONE PER WOODEN PALLET-STELL BANDED (STAINLESS STEEL)</li> </ul>	30	\$ 12,253.00	\$ 367,590.00
2.00	<p>167 KVA Pole Mounted transformer, Single Phase, 60Hz</p> <ul style="list-style-type: none"> <li>• CAPACITY : 167 KVA</li> <li>• PRIMARY VOLTAGE : 15240/26450GrdY</li> <li>• SECONDARY VOLTAGE : 2400/4160Y V</li> <li>• HV BIL : 150KV</li> <li>• LV BIL : 60KV</li> <li>• PKG : ONE PER WOODEN PALLET-STELL BANDED (STAINLESS STEEL)</li> </ul>	25	17,655.00	\$ 441,375.00
<b>TOTAL:</b>				<b>USD\$ 808,965.00</b>

Sincerely,



Jose Velazco  
Director  
ULS Corporate Inc.

