

**SECOND AMENDMENT TO CONTRACTOR AGREEMENT
38 KV Reclosers (Electric Utilities)**

THIS SECOND AMENDMENT ("Amendment") to the Contractor Agreement for 38 KV Reclosers 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 **G&W ELECTRIC COMPANY**, an Illinois Corporation with its principle office located at 305 W Crossroads Parkway IL, 60440 ("CONTRACTOR").

WHEREAS, the City issued Request for Proposal RFP 18-218 for the procurement of 38KV Reclosers ("RFP"); and

WHEREAS, on April 2, 2019, the CITY and CONTRACTOR entered into the Contractor Agreement for CONTRACTOR to provide 38KV Reclosers to the CITY ("Agreement"); and

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

WHEREAS, on April 6, 2021, the CITY exercised its first option to renew the Agreement through April 2, 2022; and

WHEREAS, the CITY and CONTRACTOR wish to increase the total maximum costs to be paid by the CITY under this Amendment to a not to exceed amount of One Million Eighty Thousand Dollars (\$1,080,000.00) and all other terms and conditions remain 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, 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 total amount not to exceed under this Amendment shall be \$1,080,000.00 (One Million Eighty Thousand Dollars).
3. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement (as previously amended) 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 None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.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 previously amended and amended herein) remain in full force and effect.
4. **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 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 Second Amendment to the Contractor Agreement for 38 KV Reclosers 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: _____
Bruce T. Miller, Financial Services Director

G&W ELECTRIC COMPANY.

By: John Gounaris

Print Name: John Gounaris

Title: Vice President Marketing

[Corporate Seal]

STATE OF IL
COUNTY OF Kendall

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 19 day of October 2021, by John Gounaris, as the VP of Marketing [title] of G&W Electric Company, an Illinois 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.

Sara J. Ponto
Notary Public Signature

Notary Seal:

