

SECOND AMENDMENT TO AGREEMENT FOR DELIVERY, INSTALLATION AND TESTING OF AUTOTRANSFORMERS

THIS SECOND AMENDMENT TO AGREEMENT FOR DELIVERY, INSTALLATION AND TESTING OF AUTOTRANSFORMERS ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PTI TRANSFORMERS, LP**, a foreign for-profit limited partnership duly organized in Manitoba, Canada, and authorized to do business in the state of Florida (BN: 734422314) ("Contractor").

WHEREAS, on September 6, 2023, City and Contractor entered into an Agreement for Delivery, Installation and Testing of Autotransformers (the "Original Agreement"), City of Ocala Contract Number: ELE/230196; and

WHEREAS, on October 13, 2023, City and Contractor entered into a First Amendment to Agreement for Delivery, Installation and Testing of Autotransformers (the "First Amendment"), to clarify the inclusion of Contractor's entire proposal as Exhibit G; and

WHEREAS, City and Contractor now desire to increase the overall contract expenditure by \$1,100,00.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein its entirety and remains in full force and effect except for those terms and conditions expressly amended by this Second Amendment.
3. **COMPENSATION.** City shall pay Contractor **NINE MILLION, ONE HUNDRED SEVENTY THOUSAND, THREE HUNDRED FORTY AND NO/100 DOLLARS (\$9,170,340)** (the "Contract Sum") over the entire contract term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents.
4. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

PTI Transformers LP
Attention: Brent Todd
101 Rockman Street
Winnipeg, Manitoba, Canada R3T 0L7
Phone: 204-806-1918
E-mail: btodd@ptitransformers.com

If to City of Ocala:

Jameel Barnes, Director
City of Ocala, Procurement & Contracting
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
7. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this Second Amendment on

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire J. Bethea Sr.
City Council President

Approved as to form and legality:

PTI TRANSFORMERS LP

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)