

**AMENDMENT NUMBER TWO  
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF LARAMIE, WYOMING AND  
TW ENTERPRISES, INC. FOR STANDBY POWER EQUIPMENT  
PREVENTIVE MAINTENANCE AND SERVICE**

1. **Parties.** This Amendment is made and entered into this 5<sup>th</sup> day of May, 2020 by and between the City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "City"), whose address is 406 Iverson Avenue, Laramie, Wyoming 82070 and TW Enterprises, Inc., (hereinafter referred to as "Contractor"), whose address is 636 Logan Lane, Billings, Montana 59105.

2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Original Agreement between City and Contractor which was duly executed on the 7<sup>th</sup> day of March 2017 for contractor to provide professional preventive maintenance and service on facility Standby Power equipment owned by the City of Laramie. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Contract, the parties agree as follows:

3. **Additional Terms of Agreement.** It is mutually agreed by and between the parties to revise the following paragraphs in the Original Contract to read as follows.

3. **Term of Contract.** The term of the Contract is from the date of execution of this Contract through May 30, 2021. The term of this Contract may be extended through mutual agreement of the parties by the amount of time caused by any delays in the work, which were caused through no fault of Contractor.

4. **Payment.** City agrees to pay the contractor for the services as more fully described in Attachment A, entitled Laramie Standby Power Equipment Annual Preventive Maintenance Cost, which is attached hereto and incorporated herein. The total payment for the preventive maintenance and service under this Contract Amendment shall not exceed ten thousand dollars (\$10,000.00) over the term of this amended agreement.

4. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Original Contract between the City and Contractor shall remain unchanged and in full force and effect.

5. **Entirety of Amendment.** This Amendment, consisting of three (3) pages, including Attachment A, dated February 9, 2017, consisting of two (2) pages, and Attachment B consisting of three (3) pages, presents the entire and integrated

Amendment between the parties and supersedes all prior negotiations, representation, and agreements, whether written or oral concerning the subject hereof.

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IN WITNESS WHEREOF, the Laramie City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and Contractor has signed and executed this Agreement, the day and year first written above.

**CITY OF LARAMIE, WYOMING:**

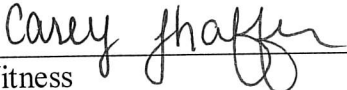
By:   
Joe Shumway, Mayor

Attest:   
Nancy Bartholomew, City Clerk

**TW ENTERPRISES, INC.**

By: 

Title: Service Manager

Attest:   
Witness