



FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR ELECTRICAL CONTRACTOR SERVICES

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR ELECTRICAL CONTRACTOR SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ELECTRIC MACHINE CONTROL, INC.**, a for-profit corporation duly organized in and authorized to do business in the state of Florida (EIN: 63-1232332) ("Contractor").

WHEREAS, on July 3, 2024, City and Electric Machine Control, Inc entered into a Cooperative Purchasing Agreement for the Provision of Electrical Contractor Services (the "Original Agreement") City of Ocala Contract No.: ELE/240398 for a term from June 18, 2024 through May 1, 2026; and

WHEREAS, City and Contractor now desire to extend the Original Agreement, as written, for the two (2) year extension period referenced in the attached **Exhibit B – GRU Extension**.

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 the City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **EXTENSION.** The Original Agreement is hereby extended for an additional **TWO (2) YEAR** period beginning **MAY 2, 2026**, and terminating **APRIL 30, 2028** (the "Extension Term"), as described in the attached **Exhibit B – GRU Extension**.
4. **NOTICES.** All notices, certifications or communications required by this First Amendment 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:

Electric machine Control, Inc.
Attention: Brian Thomason, Vice President
7015 Haisten Drive
Trussville, Alabama 35173
Phone: 205-661-3998
E-mail: bthomason@emcinc.com

If to City of Ocala:

Jameel Barnes, Director
City of Ocala, Procurement & Contracting Department
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 First 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 First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this First Amendment for all purposes.
7. **LEGAL AUTHORITY.** Each person signing this First 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 First Amendment.

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



IN WITNESS WHEREOF, the parties have executed this Agreement on 7/13/2026.

ATTEST:

Signed by:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:

Janice Mitchell

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:

William E. Sexton, Esq.

4A55AB8A8ED04F3...

By: William E. Sexton, Esq.

Title: City Attorney

ELECTRIC MACHINE CONTROL, INC.

Signed by:

Brian Thomason

E34C148F2736429...

By: Brian Thomason

(Printed Name)

Title: Vice President

(Title of Authorized Signatory)



FIRST AMENDMENT 2023-020-B
GENERAL SERVICE AGREEMENT FOR ELECTRICAL CONTRACTOR

GAINESVILLE REGIONAL UTILITIES

301 SE 4th Avenue

Gainesville, FL 32601

**FIRST AMENDMENT TO THE CONTRACT BETWEEN
THE CITY OF GAINESVILLE, d/b/a GAINESVILLE REGIONAL UTILITIES,
AND ELECTRIC MACHINE CONTROL, INC.**

**FOR
GENERAL SERVICES AGREEMENT (GSA) FOR ELECTRICAL CONTRACTOR**

THIS FIRST AMENDMENT is made and entered into with an effective date of May 1, 2026, by and between the **CITY OF GAINESVILLE** a Florida municipal corporation d/b/a **GAINESVILLE REGIONAL UTILITIES (GRU)**, with offices located at 301 SE 4th Ave, Gainesville, FL 32601, and **ELECTRIC MACHINE CONTROL, INC.** ("Contractor"), a Florida Florida Profit Corporation, with its principal place of business at 7901 4th St. N., Suite 300, St. Petersburg, FL 33702, individually referred to as "Party" or collectively as "Parties".

WHEREAS, the Parties entered into an Initial Contract dated May 1, 2023, with a termination date of April 30, 2026 for Electrical Contractors ("Initial Contract"); and

WHEREAS, Parties agree to extending the Initial Contract for two (2) years.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the Parties agree as follows:

- a. Initial Contract is extended for two (2) years, expiring on April 30, 2028.
- b. TBD
- c. Contractor shall continue to provide Electrical Contractors as detailed in the Statement of Work in accordance with the General Terms and Conditions (**Attachment 1**) and Supplemental Conditions (**Attachment 2**) of the Initial Contract.
- d. The following section is hereby added to the Supplemental Conditions of the Initial Contract:

Anti-Human Trafficking. On or before the Effective Date of this Contract and, in addition, on or before the effective date of each renewal or extension of this Contract, the Contractor shall provide the City with an affidavit, pursuant to Section 787.06(13), Fla. Stat., which is signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as those terms are defined in Section 787.06(13), Fla. Stat. This Section applies only to Contractors that are nongovernmental entities.

Safety and Hazard Responsibility.

- i. Contractor shall be solely responsible for maintaining a safe worksite and for implementing, at its own cost and expense, all safety, and hazard prevention measures required by

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Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), and all applicable federal, state, and local laws, regulations, and codes. This includes, without limitation, providing confined space attendants and air monitoring equipment, fire watch during and after any hot work, maintaining fire extinguishers and safety equipment, securing the work area against hazards, and promptly removing combustible materials. Contractor shall ensure that all subcontractors and other parties engaged by Contractor comply fully with these obligations.

- ii. Contractor shall complete safety documents with GRU personnel that may include a pre-task checklist and require a Job Hazard Analysis ("JHA") component to promote awareness of potential hazards and suggested mitigation measures, at GRU's sole discretion. Additional permits may be required depending on the scope of work. Contractor acknowledges and agrees that GRU's safety documents are supplemental only, are not intended to be exhaustive or comprehensive, and shall not be relied upon as a complete identification of all potential hazards. Contractor remains solely responsible for identifying, analyzing, and mitigating all hazards associated with its work, including the work of its subcontractors, and for conducting its own job-specific hazard analysis and safety planning.
- iii. GRU reserves the right, but not the obligation, to monitor the worksite for unsafe conditions. If GRU reasonably determines that Contractor's or its subcontractors' operations pose an imminent threat to health, safety, or property, GRU may direct Contractor to stop work until the condition is corrected. Contractor shall promptly comply with such directive and shall not be entitled to any additional compensation or time extension. If Contractor or its subcontractors fail to provide required fire watch, safety measures, or hazard controls, GRU may, but is not obligated to, provide such measures directly or through a third party, and the cost shall be back-charged to Contractor and deducted from amounts otherwise due under the Purchase Order.
- iv. The presence of any fire protection, alarm, suppression, or other safety systems or equipment owned or maintained by GRU shall not relieve Contractor of its obligations under this Section. Contractor remains fully responsible for fire watch, hazard prevention, and all other safety measures required for its work, regardless of the operation, adequacy, or failure of GRU's systems. Failure to comply with this Section shall subject Contractor to the indemnification obligations set forth elsewhere in the Agreement.
- v. Contractor shall immediately notify GRU of any incident, near miss, injury, property damage, or unsafe condition occurring at the worksite, and shall cooperate fully with GRU in any related investigation.

Price Adjustment Clause, Tariff-Based Price Adjustment:

The parties recognize that the imposition of tariffs or trade restrictions may impact the supplier's ability to maintain pricing. In the event that new tariffs or changes to existing tariffs are imposed

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by any governmental authority after the effective date of this contract, and such changes materially increase the cost of goods or materials necessary for performance, the supplier may request a price adjustment. In such instances, the supplier must notify the agency of the impact, supported by credible cost data (see examples below). The parties agree to engage in good-faith negotiations within 15 business days to consider price modifications, substitute goods, or alternative sourcing arrangements, with the goal of minimizing disruption to public services and maintaining the continuity of supply. No Invoiced adjustments will be approved without prior negotiations and approval.

- Copy of the official tariff schedule or notice (e.g., from the U.S. International Trade Commission, or Customs and Border Protection (CBP))
- Federal Register notice showing the imposition of the tariff with effective dates and Harmonized Tariff Schedule (HTS codes)
- Reference to the Harmonized Tariff Schedule (HTS) number for the product
- **Product Classification (HTS Code) Harmonized Tariff Schedule (HTS) code** used for the product being imported. [Harmonized Tariff Schedule Information](#)

All other terms and conditions of the Initial Contract except as modified herein, shall remain in full force and effect.

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Title: GENERAL SERVICE AGREEMENT FOR ELECTRICAL CONTRACTOR

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

Contractor Legal Name

City of Gainesville d/b/a Gainesville Regional
Utilities

Brian Thomason
Brian Thomason (Apr 6, 2026 07:47:35 CDT)
SIGNATURE

Dino De Leo
Dino De Leo (Apr 3, 2026 10:37:03 EDT)
SIGNATURE

Brian Thomason
FULL NAME

Dino De Leo
FULL NAME

Vice President
TITLE
04/06/2026
DATE SIGNED

Energy Supply Officer
TITLE
04/03/2026
DATE SIGNED

Approved as to form and legality:

Derek Perry
Derek Perry (Apr 3, 2026 09:54:01 EDT)
SIGNATURE

Derek D. Perry
FULL NAME

Chief Legal Officer and General Counsel
TITLE
04/03/2026
DATE SIGNED

Prepared by:

2023-020-B Amendment 1

Final Audit Report

2026-04-06

Created:	2026-04-03
By:	Robbin Odowski (ODOWSKI@gru.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARDSHkZFwOLFISHJo9NBVZtXWb07vdM7

"2023-020-B Amendment 1" History

-  Document created by Robbin Odowski (ODOWSKI@gru.com)
2026-04-03 - 1:00:23 PM GMT
-  Document emailed to Derek Perry (perrydd@gru.com) for signature
2026-04-03 - 1:00:32 PM GMT
-  Document emailed to bthomason@emcinc.com for signature
2026-04-03 - 1:00:32 PM GMT
-  Document emailed to Dino De Leo (deleods@gru.com) for signature
2026-04-03 - 1:00:32 PM GMT
-  Email viewed by Derek Perry (perrydd@gru.com)
2026-04-03 - 1:53:49 PM GMT
-  Document e-signed by Derek Perry (perrydd@gru.com)
Signature Date: 2026-04-03 - 1:54:01 PM GMT - Time Source: server
-  Email viewed by Dino De Leo (deleods@gru.com)
2026-04-03 - 2:35:35 PM GMT
-  Document e-signed by Dino De Leo (deleods@gru.com)
Signature Date: 2026-04-03 - 2:37:03 PM GMT - Time Source: server
-  Email viewed by bthomason@emcinc.com
2026-04-06 - 12:46:12 PM GMT
-  Signer bthomason@emcinc.com entered name at signing as Brian Thomason
2026-04-06 - 12:47:33 PM GMT
-  Document e-signed by Brian Thomason (bthomason@emcinc.com)
Signature Date: 2026-04-06 - 12:47:35 PM GMT - Time Source: server

✔ Agreement completed.

2026-04-06 - 12:47:35 PM GMT



Certificate Of Completion

Envelope Id: E6BE396F-28C7-8F81-805B-3320F3B1C3E2
 Subject: SIGNATURE: Amendment 1 - Renewal - Electrical Contractor Services (ELE/240398)
 Source Envelope:
 Document Pages: 10
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
 Patricia Lewis
 110 SE Watula Avenue
 City Hall, Third Floor
 Ocala, FL 34471
 plewis@ocalafl.org
 IP Address: 216.255.240.104

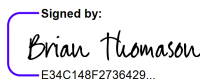
Record Tracking

Status: Original
 7/6/2026 11:35:14 AM
 Security Appliance Status: Connected
 Holder: Patricia Lewis
 plewis@ocalafl.org
 Pool: StateLocal
 Location: DocuSign

Signer Events

Brian Thomason
 bthomason@emcinc.com
 Vice President
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 E34C148F2736429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 65.141.84.131

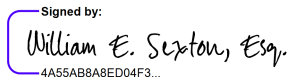
Timestamp

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 Signed: 7/6/2026 11:52:02 AM

Electronic Record and Signature Disclosure:

Accepted: 7/6/2026 11:50:32 AM
 ID: 26a0d6c1-8ca8-4ad9-9c53-484984f7cf68

William E. Sexton, Esq.
 wsexton@ocalafl.gov
 City Attorney
 Security Level: Email, Account Authentication (None)

Signed by:

 4A55AB8A8ED04F3...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 7/6/2026 11:52:03 AM
 Viewed: 7/13/2026 5:15:29 PM
 Signed: 7/13/2026 5:19:14 PM

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM
 ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Janice Mitchell
 jmittell@ocalafl.org
 CFO
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signed by:

 55198B43858A4E1...
 Signature Adoption: Pre-selected Style
 Using IP Address: 38.34.227.194
 Signed using mobile

Sent: 7/13/2026 5:19:15 PM
 Viewed: 7/13/2026 7:24:08 PM
 Signed: 7/13/2026 7:24:53 PM

Electronic Record and Signature Disclosure:

Accepted: 7/13/2026 7:24:08 PM
 ID: bc284e2f-0d5f-4736-b638-3e12e57f57fc

Angel B. Jacobs
 ajacobs@ocalafl.org
 City Clerk
 Security Level: Email, Account Authentication (None)

Signed by:

 8DB3574C28E54A5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 7/13/2026 7:24:54 PM
 Viewed: 7/14/2026 1:03:29 PM
 Signed: 7/14/2026 1:03:40 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 7/14/2026 1:03:29 PM ID: 62a96522-d20a-4c6a-9ccd-d88900a56619		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/6/2026 11:44:00 AM
Certified Delivered	Security Checked	7/14/2026 1:03:29 PM
Signing Complete	Security Checked	7/14/2026 1:03:40 PM
Completed	Security Checked	7/14/2026 1:03:40 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.