SECOND AMENDMENT TO AGREEMENT TO DESIGN AND FURNISH RELAYS AND PANELS – DEARMIN AND WATER PLANT SUBSTATIONS

THIS SECOND AMENDMENT TO AGREEMENT TO DESIGN AND FURNISH RELAYS AND PANELS – DEARMIN AND WATER PLANT SUBSTATIONS ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **POWERSERVE TECHNOLOGIES, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 65-0618324) ("Contractor").

WHEREAS, on July 10, 2025, City and Contractor entered into an Agreement to Design and Furnish Relays and Panels – Dearmin and Water Plant Substations (the "Original Agreement"), City of Ocala Contract No.: ELE/250610, with a final completion date of January 1, 2026.

WHEREAS, on February 7, 2026, City and Contractor entered into a First Amendment to Agreement to Design and Furnish Relays and Panels – Dearmin and Water Plant Substations to extend the time for performance; and

WHEREAS, City and Contractor wish to further revise the Original Agreement, as amended, to include the provision of settings for the relays and panels at the Dearmin and Water Plant Substations, and to extend the time for performance.

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, as amended, 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 Second Amendment.
3. **COMPENSATION.** City shall pay Contractor a maximum limiting amount of **THREE HUNDRED EIGHTY-ONE THOUSAND, NINETY-FOUR AND NO/100 DOLLARS ($381,094)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the pricing schedule in **Exhibit C – Price Proposal** and **Exhibit 1 – Change Orders**.
4. **TIME FOR PERFORMANCE.** All items must be received by the City of Ocala's Electric Utility Warehouse, located at 1805 NE 30th Avenue, Bldg. 700, Gate 5, Ocala, Florida 34470 no later than **SEPTEMBER 30, 2026**.
5. **NOTICES.** All notices, certifications or communications required by this Second 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:

Powerserve Technologies, Inc.
Attention: J. Tony Oruga, P.E.
15074 Park of Commerce Blvd., #4
Jupiter, Florida 33478
Phone: 561-840-1441
E-mail: aoruga@powerservetech.com

If to City of Ocala:	Patricia Lewis, Interim Director City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8248 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

6. **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.
7. **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.
8. **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 Second 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 Second Amendment.

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

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire Bethea, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

POWERSERVE TECHNOLOGIES, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title)

Powerserve Technologies, Inc.

15074 Park of Commerce Blvd, Suite 4
Jupiter, FL 33478

City of Ocala: Dearmin and Water Plant Substations; Line and Distribution Relay Settings:

Powerserve Technologies Inc. (PSTI) is pleased to submit this proposal for providing settings for the following relays at:

1) Dearmin Substation:
   a) Three (3) SEL-311C relays for step distance protection of the 69kV Ocala transmission line terminals.
   b) Two (2) SEL-387-0 -5 -6 relays for differential protection of the 230 - 69kV auto-transformers.
   c) Two (2) SEL-387-0 -5 -6 relays for differential protection of the 69kV busses.
   d) Two (2) SEL-351-6 relays for backup protection of two (2) 230 - 69kV auto-transformers.
   e) Two (2) SEL-351-6 relays for reverse power protection for two (2) 230 - 69kV auto-transformers.
   f) Two (2) SEL-351-6 relays for breaker failure protection for two (2) 69kV breakers.
2) Water Plant substation:
   a) One (1) SEL-387A relay for differential protection of the 69 – 12.4kV power transformer.
   b) One (1) SEL-351-6 relay for backup protection of the 69kV transformer.
   c) One (1) SEL-351-6 relay for differential protection of the 12.4kV bus.

Scope of Work/Clarifications:

1) Perform complete drawing review to identify and correct any possible issues.
2) The City of Ocala (Ocala) will provide the ASPEN model of their system to aid in creating and coordinating the settings.
   a) Ocala will provide settings for all existing relays.
   b) Ocala will provide examples of any existing new microprocessor line relays in their system as standard practices for the new relays (naming conventions, relay auto-reclosing (if any) and logic, timing and timers, backup elements (if any), etc.)
3) Develop relay logic to execute the operational philosophy conceived by Ocala.
   a) Ocala will actively assist in helping PSTI understand their wants and expectations with written descriptions. This assistance may necessitate written descriptions on Ocala's philosophies regarding (but not limited to):
      i) Line relays:
         (1) Closing synchronizing for the transmission breakers (synch check, dead line, live line, dead bus, live bus, angle, slip frequency, etc.)
         (2) Automatic reclosing of transmission lines (open interval, faults types that allow reclosing, etc.)
         (3) Backup functions to be included in the line relays (directional overcurrent, Switch-onto-Fault, etc.)
      ii) Differential relays:
         (1) Discussion of any transformer alarm or tripping to be supervised by the relay,
         (2) Description of how Ocala wants the protection to operate. Including but not limited:
            (a) Pickup and slope preferences.
            (b) Transformer alarms to trip or be used in the relay logic.
            (c) Tripping or permissive closing needed.
            (d) Auto-restoration schemes if any.
            (e) Other preferences not included.
   b) If new settings and logic philosophies are not provided, settings and logic will be based on the existing settings and wiring of the electromechanical relaying.
4) Provide SEL relay database files (rdb) setting files for:
   a) Dearmin Substation:

Powerserve Technologies, Inc.

15074 Park of Commerce Blvd, Suite 4
Jupiter, FL 33478

i) Per conversations with Ocala personnel during the site visit of October 16, 2025, the settings for the three (3) 387L Line Differential relays are already completed and Ocala personnel will relocate the relays from their existing installations to the new line panels.

ii) Three (3) SEL-311C relays for step distance protection of the 69kV Ocala transmission line terminals.

iii) Two (2) SEL-387-0 -5 -6 relays for differential protection of the 230 - 69kV auto-transformers.

iv) Two (2) SEL-387-0 -5 -6 relays for differential protection of the 69kV busses.

v) Two (2) SEL-351-6 relays for backup protection of two (2) 230 - 69kV transformers.

vi) Two (2) SEL-351-6 relays for reverse power protection for two (2) 230 - 69kV auto-transformers.

vii) Two (2) SEL-351-6 relays for breaker failure protection for two (2) 69kV breakers.

b) Water Plant Substation:

i) One (1) SEL-387A relay for differential protection of the 69 – 12.4kV power transformer.

ii) One (1) SEL-351-6 relay for backup protection of the 69kV – 12.4kV power transformer.

iii) One (1) SEL-351-6 relay for differential protection of the 12.4kV bus.

Clarifications & Exceptions:

1) The scope of work above is the only scope for this project.
2) Communications and internal logic for RTAC and DPAC(s) are not included.
3) The SEL-387L relays are already configured and Ocala personnel will be responsible for relocating the relays to the new relay panels.

Price

The following price is Lump Sum to prepare the settings for the above relays based on the drawings provided and discussions with Ocala personnel and per the Scope of Work above:

Prepare Settings	**$49, 981.00**

If you have questions, please, feel free to contact Michael Miller at your convenience by email at mdmiller@powerservetech.com.

Thank you for your consideration,

Michael Miller

Michael Miller
Vice President

Powerserve Technologies, Inc.
15074 Park of Commerce Blvd, Suite 4
Jupiter, FL 33478

For: City of Ocala Electric Utility, Change Order Request for Purchase Order ELE/250610

Date: May 13, 2026

Due to changes to the scope of this project, which have been agreed to by both the City of Ocala Electric and Powerserve Technologies in various emails, and enumerated below:

1) Provide Quantity 2 SEL 2440#8MMF DPAC devices for Dearmin Sub	$4676.50
a. Originally to be provided by the city	
2) SEL-351 Relays	
a. Original PO called for 6 each. Design required only 5	$-4224.22
b. At Water Plant Sub, Replace one 351#GEDW with one 351#0107	$887.26
3) Change SEL-387 Relays to SEL 487E relays	$24,049.00
a. 4 at Dearmin, 1 at Water Plant. Price Difference shown.	
4) Engineering and Drafting for SEL-378 to SEL-487 change	$1500.00
a. 12 hours at @125.00/hr	
5) Provide Control Switches and Selector Switches for Dearmin Panels	$5850.93
a. These switches were omitted from the original specifications	

Change Order Total	$32,739.47

If you have questions, please, feel free to contact W. D. Clark at DClark@powerservetech.com or at 561-722-9317

Thank you

W D Clark

W. D. Clark
Manufacturing Manager / Senior Field Engineer