AMENDMENT NO. 1 TO COUNTY CONTRACT NO. 2020-110

This Amendment is made and entered into upon execution by both parties by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **Ring Power Corporation**, a Florida Corporation, hereinafter referred to as "**Contractor**."

WITNESSETH

WHEREAS, the County and the Contractor entered into County Contract No. 2020-110 ("Term Contract") for a contractor to perform service, maintenance, and the purchase of Caterpillar Equipment, effective February 4, 2020; and

WHEREAS, the parties now wish to amend the Term Contract.

NOW THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree to amend the Term Contract as follows:

- 1. The above recitals are true and correct and incorporated herein by reference.
- 2. The term of the Term Contract is hereby renewed for a period of one (1) year, effective February 4, 2023 through February 3, 2024.
- 3. Exhibit B Fee Schedule is hereby replaced in its entirety with the amended Exhibit B Fee Schedule, attached and incorporated herein.
- 4. Except as modified herein, all other terms, covenants, and conditions of the Term Contract shall remain in full force and effect.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

RING POWER CORPORATION

BY: Christopher Ross
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Vice President

12-22-2022

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA

BY:

Jennifer Slusarz, CPPO, CPPB Procurement Official

Executed by the Procurement Official pursuant to Chapter 5 of the Sarasota County Procurement Manual

Approved as to form and correctness:

BY:

COUNTY ATTORNEY

PM

AMENDMENT NO. 1 EXHIBIT B - FEE SCHEDULE EFFECTIVE FEBRUARY 4, 2023

| ITEM | DESCRIPTION | UNIT OF MEASURE | UNIT PRICE |
|------|--|--------------------|------------------------------|
| 1 | Preventative Maintenance: Standby - 100kW - 350Kw (AMENDMENT 1) | QUARTERLY | \$450.00 \$560.00 |
| 2 | Preventative Maintenance: Standby - 400kW - 800kW (AMENDMENT 1) | QUARTERLY | \$450.00 \$560.00 |
| 3 | Preventative Maintenance: Standby - 850kW - 2000kW (AMENDMENT 1) | QUARTERLY | \$450.00 \$560.00 |
| 4 | Preventative Maintenance: Portable - 50kW - 250kW (AMENDMENT 1) | QUARTERLY | \$450.00 \$560.00 |
| 5 | Preventative Maintenance: Portable - 300kW - 500kW (AMENDMENT 1) | QUARTERLY | \$450.00 \$560.00 |
| 6 | Preventative Maintenance: Portable - 550kW - 800kW (AMENDMENT 1) | QUARTERLY | \$450.00 \$560.00 |
| 7 | Preventative Maintenance: CPMS Units - 100kW - 350kW (AMENDMENT 1) | MONTHLY | \$450.00 \$560.00 |
| 8 | Preventative Maintenance: CPMS Units - 400kW - 800kW (AMENDMENT 1) | MONTHLY | \$450.00 \$ 560.00 |
| 9 | Preventative Maintenance: CPMS Units - 850kW - 2000kW (AMENDMENT 1) | MONTHLY | \$450.00 \$560.00 |
| 10 | Corrective Maintenance: Service Technician for electrical mechanical equipment work: Non-Emergency/Regular Hours (AMENDMENT 1) | PER HOUR | \$137.00 \$169.00 |
| 10 | Corrective Maintenance: Service Technician for pump work: Non-Emergency/Regular Hours (AMENDMENT 1) | PER HOUR | \$137.00 \$169.00 |
| 11 | Corrective Maintenance: Service Technician for electrical mechanical equipment work: Emergency/After Hours (AMENDMENT 1) | PER HOUR | \$205.00 \$253.00 |
| 12 | Corrective Maintenance: Service Technician for pump work: Emergency/After Hours (AMENDMENT 1) | PER HOUR | \$205.00 \$253.00 |
| 13 | Corrective Maintenance: Percent markup up to be applied to the actual cost of new non-original manufacturer parts, equipment, and materials. | PERCENTAGE | 20% |
| 14 | Corrective Maintenance: Percent markdown to be applied to the actual cost of new original manufacturer parts, equipment, and materials. | PERCENTAGE | 10% |
| 15 | Corrective Maintenance: Percent markup up to be applied to the actual cost of pre-approved subcontractor services. | PERCENTAGE | 20% |
| 16 | Corrective Maintenance: Load Testing < =399 KW | EACH | \$1,200.00 |
| 17 | Corrective Maintenance: Load Testing >= 400 KW | EACH | \$2,000.00 |

Changes to this Exhibit are indicated using underlined text to show additions and strikethrough text to show deletions. Changes made pursuant to this Amendment No. 1 are in bold.