

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 1 TO

MAINTENANCE CONTRACT FOR EMERGENCY GENERATORS

AT TAMPA INTERNATIONAL AIRPORT

RING POWER CORPORATION

Board Date: August 3, 2023

HILLSBOROUGH COUNTY AVIATION AUTHORITY
AMENDMENT NO. 1 TO
MAINTENANCE CONTRACT FOR EMERGENCY GENERATORS

THIS AMENDMENT NO. 1 to the Maintenance Contract for Emergency Generators dated February 7, 2018, by and between Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida (Authority), and Ring Power Corporation (Company), is entered into this 3 day of August 2023.

WITNESSETH:

WHEREAS, on February 7, 2018, Authority and Company entered into the Maintenance Contract for Emergency Generators to provide certain routine and preventative maintenance; and

WHEREAS, Authority has exercised the one, five-year period revising the end date of the Contract to February 6, 2028; and

WHEREAS, Authority and Company desire to update the fees and payments section as a result of an increase in required labor, fuel, oil, and materials cost, at their current commercial value; and the term section extending (3) three additional years.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Contract is amended as follows:

1. This Amendment No. 1 extends the Contract thereby revising the end date of the Contract to February 5, 2031.

2. Delete ARTICLE 4, FEES AND PAYMENTS, Section 4.01 Payment, and Paragraph A, in its entirety and replaced with

4.01 Payment

Routine Maintenance and Load Bank Testing

Authority agrees to pay Company for annual preventative maintenance services described herein, \$21,357.84 annually, for year six of this Contract in accordance with the table below for annual preventative maintenance services as described in Exhibit A, Scope of Work. Load Bank testing will be performed on half of the total generators for each year of the Contract at the rate per generator as detailed in the table below. Each year thereafter, the annual price will be adjusted as described In Paragraph A below. The Authority reserves the right to add or delete equipment by letter to Company without formal amendment to this Contract.

LOCATION	KW	Engine	Generator	Generator	Annual Maintenance Cost	Load Banking Cost
	Design	Manuf.	Manuf.	Model		
Airfield Tunnel	350	Caterpillar	Caterpillar	LG6	\$957.60	\$2406.00
Airside A	1000	Caterpillar	Caterpillar	3512	\$2,346.00	\$2406.00
A Sort Building	250	Caterpillar	Caterpillar	SR4B	\$672.00	\$2406.00
Airside C	750	Caterpillar	Caterpillar	3412	\$1369.20	\$2406.00
Airside E	750	Caterpillar	Caterpillar	3412C	\$1369.20	\$2406.00
Airside F	800	Caterpillar	Caterpillar	SR4	\$2346.00	\$2406.00
Economy Garage	750	Caterpillar	Caterpillar	3412	\$2346.00	\$2406.00
Guard Shack	20	Caterpillar	Caterpillar	305-0478	\$598.80	\$2406.00
Long Term Parking Garage	1600	Caterpillar	Caterpillar	3516 CAT	\$2346.00	\$2406.00
SkyCenter	750	Caterpillar	Caterpillar	750 ISQ 8528	\$2420.18	\$2864.06
AFM Main	175	Caterpillar	Caterpillar	LC5 C7.1	\$1194.68	\$1168.61
E. Vault	350	Caterpillar	Caterpillar	350KW	\$1696.09	\$1761.73
W. Vault	350	Caterpillar	Caterpillar	350KW	\$1696.09	\$1761.73
Annual Service Cost /Per Generator Load Banking Cost					\$21,357.84	\$29,210.13

A. The amount payable annually to Company for annual preventative maintenance services and load bank testing during the period of this Contract may be adjusted annually for year seven and every year thereafter at no more than 5%.

3. Delete ARTICLE 4, Fees and Payments, Section 4.01, Payment, Paragraph B, Extra Work and Changes in Work and replaced with

B. Extra Work and Changes in Work

1. If Extra Work not included in this Contract is requested by Authority, The Company's hourly rate may be adjusted annually for year seven and every year thereafter at by any amount that does not exceed a 5% increase.

Hourly Rate	Description of Onsite Service Times
\$162.00	During normal daytime shifts as defined as Monday through Friday, between the hours of 7:00 a.m. and 4:00 p.m.
\$243.00	Between 4:01 p.m. and 06:59 a.m., Monday through Friday, and all day Saturday
\$324.00	All day Sunday

4. Delete EXHIBIT A, SCOPE OF WORK, Section, Paragraph K, Schedule, in its entirety and replaced with the following:

LOCATION	2023	2024	2025	2026	2027	2028	2029	2030
	Load Test	Load Test	Load Test	Load Test	Load Test	Load Test	Load Test	Load Test
SkyCenter	X		X		X		X	
Tunnel		X		X		X		X
Check Point		X		X		X		X
AFM Maint.	X		X		X		X	
E. Vault	X		X		X		X	
W. Vault	X		X		X		X	
A Sort Bldg		X		X		X		X
A/S A		X		X		X		X
A/S C		X		X		X		X
A/S E	X		X		X		X	
A/S F	X		X		X		X	
Econ Garage		X		X		X		X
LTPG	X		X		X		X	

5. Except as provided herein, all other terms and conditions of the Contract remain in full force and effect and are hereby ratified and confirmed. The Contract and this Amendment No. 1 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

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IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of August 20__.

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST: _____
Jane Castor, Secretary

BY: _____
Gary W. Harrod, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
Michael T. Kamprath, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Gary W. Harrod, in the capacity of Chairman of the Board of Directors, and Jane Castor, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

RING POWER CORPORATION.

Signed in the Presence of:

BY:

Witness

Signature

Printed Name

Title

Witness

Printed Name

Printed Name

Printed Address

City/State/Zip

RING POWER CORPORATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by

_____ in the capacity of _____,
(Individual's Name) (Individual's Title)

at _____, a _____, on its behalf _____
(Company Name) (He is / She is)

_____ known to me and has produced _____
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)