

16. Approve Amendment #2 and Renewal #2 (Final) to A/B-3002-00/JVP – Term Contract for Lease/Maintenance for Landfill Equipment, with Ring Power Corporation, Atlanta, Georgia (September 28, 2004 through September 27, 2005).

A/B-3002-00/JVP provides for lease and maintenance of landfill equipment.

The current Contractor, Ring Power Corporation, Atlanta, Georgia, has requested an adjustment of 3% to the current price schedule for the next renewal period which will cover from September 28, 2004 through September 27, 2005. The revised price schedule is included as part of the backup documents. The increase is considered to be reasonable based on the market conditions, the costs of fuel and oils. The estimated annual usage of this contract is \$700,000.00.

Authorization for performance of services by the Contractor under this agreement shall be in the form of written Purchase Orders issued and executed by the County on an as-needed basis and as directed by the County Project Manager.

Environmental Services/Solid Waste Division; Administrative Services/Fleet Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve and authorize the County Manager to execute the Amendment and renewal.

**SECOND AMENDMENT TO LEASE/MAINTENANCE AGREEMENT FOR LANDFILL EQUIPMENT
(A/B-3002/JVP)**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 28th day of September, 2000, as amended on June 13, 2003, between **RING POWER CORPORATION**, whose address is Post Office Box 116987, Atlanta, Georgia 30368-6987, hereinafter referred to as "LESSOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the LESSOR and COUNTY entered into the above-referenced Agreement on September 28, 2000 for lease and maintenance of landfill equipment; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 24 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 8 of the Agreement is amended to read:

SECTION 8. CHARGES.

(a) The COUNTY agrees to pay the LESSOR, within thirty (30) days of receipt of a valid invoice, the fixed monthly charge for each piece of Equipment as indicated on Exhibit "B," Rate Schedule. The total annual lease amount paid to the LESSOR shall not exceed the amount budgeted by the COUNTY each year for such equipment.

(b) The fixed monthly charge shall remain fixed and constant as to the Equipment during the period this Agreement is in effect, specifically including renewal periods.

(c) If the COUNTY has additional Equipment requests within the first eighteen (18) months of this Agreement, the LESSOR agrees to promptly procure for the COUNTY and lease under the same terms and conditions herein, the necessary Equipment to the COUNTY and to charge the COUNTY no more than the rate specified herein; provided, however, that the COUNTY reserves the right to seek bids and engage in the bid process as to any additional requirements.

(d) This Agreement is intended by the parties to be a comprehensive Agreement and no costs of any kind whatsoever except as specifically set forth in this Agreement shall be due to the LESSOR or required from the COUNTY for any reason whatsoever.

2. Exhibit "B" of the Agreement is hereby deleted in its entirety and the new Exhibit "B" is attached hereto and substituted therefore.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

RING POWER CORPORATION

_____, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
4/8/04
2am-ab 3002

Attachment:
Exhibit "B" - Rate Schedule

**REVISED EXHIBIT "B" – RATE SCHEDULE
FOR 9/26/2004 – 9/26/2005 RENEWAL PERIOD**

**A/B-3002/JVP
Lease of Landfill Equipment**

ITEM	Est. Qty	DESCRIPTION	Term	Original Bid	Current Price Schedule (9/28/03-9/27/04)	Revised Price Schedule (9/28/04-9/27/05)
1.	(1)	FRONTEND LOADER 950G	Per Week	\$1,067.00	\$1,120.35	\$1,153.96
			Per Month	\$3,200.00	\$3,360.00	\$3,460.80
			Annually	\$38,400.00	\$40,320.00	\$41,529.60
1.	(1)	D5 BULLDOZER D6MLGP	Per Week	\$1,667.00	\$1,750.35	\$1,802.86
			Per Month	\$5,000.00	\$5,250.00	\$5,407.50
			Annually	\$60,000.00	\$63,000.00	\$64,890.00
1.	(1)	D7 BULLDOZER D7R	Per Week	\$2,873.00	\$3,016.65	\$3,107.15
			Per Month	\$8,619.00	\$9,049.95	\$9,321.45
			Annually	\$103,428.00	\$108,599.40	\$111,857.38
1.	(1)	D8 BULLDOZER D8R	Per Week	\$3,222.00	\$3,383.10	\$3,484.59
			Per Month	\$9,666.00	\$10,149.30	\$10,453.78
			Annually	\$115,992.00	\$121,791.60	\$125,445.35
1.	(1)	COMPACTOR 826G	Per Week	2,472.00	\$2,595.60	\$2,673.47
			Per Month	\$7,416.00	\$7,786.80	\$8,020.40
			Annually	\$88,992.00	\$93,441.60	\$96,244.85
1.	(1)	EXCAVATOR 330BL	Per Week	\$1,564.00	1,642.20	\$1,691.47
			Per Month	\$4,692.00	\$4,926.60	\$5,074.40
			Annually	\$56,304.00	\$59,119.20	\$60,892.78
1.	(1)	ARTICULATED OFF ROAD TRUCKS D350E	Per Week	\$2,429.00	\$2,550.45	\$2,626.96
			Per Month	\$7,286.00	\$7,650.30	\$7,879.81
			Annually	\$174,864.00	\$183,607.20	\$189,115.42
		TOTAL		\$637,980.00	\$669,879.00	\$689,975.38