38. Approve Amendment #3 to RFP-4164-02/GG – Modify Compensation Clause for Pest Control Services, to McCall Service, Inc. of Orlando (Term Contract).

RFP-4164-02/GG provides for all necessary labor, materials, equipment and incidentals required to perform pest control services for Seminole County Buildings.

Amendment #3 will modify the compensation clause to allow the county to replace the not-to-exceed amount of the contract with the annual budgeted dollar value for those services.

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 as long as the cumulative amount of the Purchase Orders does not exceed budgetary constraints.

Administrative Services/Facilities Maintenance Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the amendment and authorize the County Manager to execute the proper documentation as approved and prepared by the County Attorney's Office.

THIRD AMENDMENT TO TERM CONTRACT FOR PEST CONTROL SERVICES PURCHASE AGREEMENT (RFP-4164-02/GG)

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on the 5th day of August 2002, as amended on July 9, 2003 and on July 29, 2003, between **McCALL SERVICE, INC.**, whose address is 1001 West 25th Street, Orlando, Florida 32805, hereinafter referred to as "CONTRACTOR," 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 CONTRACTOR and COUNTY entered into the above-referenced Agreement on August 5, 2002, as amended on July 9, 2003 and on July 29, 2003, for pest control services; 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 21 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 5 of the Agreement is amended to read:

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee" basis," then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to the CONTRACTOR pursuant to this Agreement through August 4, 2003,

including reimbursable expenses, shall not exceed annual amounts budgeted by the COUNTY for pest control services.

2. The County Manager is hereby authorized to execute this Amendment on behalf of the COUNTY.

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:

McCALL SERVICE, INC.

_____
DAVID COOKSEY, Vice-President

By:_____
BRYAN COOKSEY, President

(CORPORATE SEAL)

Date:_____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

_____

By:_____
J. KEVIN GRACE, County Manager

_____

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

_____
County Attorney

AC/lpk
12/3/04
3am-rfp-4164