TERM CONTRACTS

40. Approve Amendment #2 to AB-3035-01/GG – Modify Compensation Clause for Roadway Landscape and Mowing Maintenance Agreement, to Ameriscapes Landscape, Inc. of Orlando (Term Contract).

AB-3035-01/GG provides for all necessary labor, materials, equipment and incidentals required for the roadway landscape and mowing services for Seminole County Roadways.

Amendment #2 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 Chairman to execute the proper documentation as approved and prepared by the County Attorney's Office.

SECOND AMENDMENT TO ROADWAY LANDSCAPE AND MOWING MAINTENANCE AGREEMENT (AB-3035-01/GG)

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on the 24th day of January, 2002, as amended on February 19, 2002, between **AMERISCAPES LANDSCAPE**, whose address is Post Office Box 568762, Orlando, Florida 32856, 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 January 24, 2002, as amended on February 19, 2002, for roadway landscape and mowing maintenance; 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 22 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 services called for under this Agreement on either a "Fixed Fee" basis (Purchase Order) or on a "Time Basis Method" (Blanket Purchase Order. The total amount of compensation paid to all CONTRACTORS under AB-3035-01/GG shall not exceed amounts annually budgeted by the COUNTY for roadway landscape and mowing maintenance.

2. 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.

AMERISCAPES LANDSCAPE

Witness

By: _____
BILLY BATTERFIELD, President

Witness
(CORPORATE SEAL)

Date: 10/28/04

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney
AC/lpk
10/26/04
2am-ab-3035