41. Approve Amendment #2 to IFB-3049-02/GMG – Modify Compensation Clause for Roadway Markings and Striping Services Agreement, to Fausnight Stripe & Line, Inc., Longwood (Term Contract).

IFB-3049-02/GMG provides for all necessary labor, materials, equipment and incidentals required for the roadway markings and striping services for Seminole County Traffic Engineering.

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.

Public Works/Traffic Engineering 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 AGREEMENT FOR ROADWAY MARKINGS AND STRIPING SERVICES (IFB-3049-02/GMG)

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on the 18th day of June, 2002, as amended on November 13, 2003, between **FAUSNIGHT STRIPE & LINE, INC.** whose address is 910 Charles Street, Longwood, Florida 32750, 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 June 18, 2002, as amended on November 13, 2003 for roadway markings and striping 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 not-to-exceed basis. The total compensation paid to the CONTRACTOR pursuant to this Agreement shall not exceed the annual amount budgeted by the COUNTY for this purpose.

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.

ATTEST:

FAUSNIGHT STRIPE & LINE, INC.

_____
BARBARA BONACCI, Secretary

By:_____
PHILLIP FAUSNIGHT, President

(CORPORATE SEAL)

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney
AC/lpk
11/29/04
2am-ifb-3049

By:_____
CARLTON HENLEY, Chairman

Date:_____

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