

**THIRD AMENDMENT TO AGREEMENT FOR POWER LINE
TREE TRIMMING AND CLEARANCE SERVICES**

THIS THIRD AMENDMENT TO AGREEMENT FOR POWER LINE TREE TRIMMING AND CLEARANCE SERVICES ("Third Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **THE DAVEY TREE EXPERT COMPANY**, a foreign corporation duly organized in the state of Ohio and authorized to do business in the state of Florida (EIN# 34-0176110) ("Contractor").

WHEREAS, on April 17, 2018, City and The Davey Tree Expert Company entered into an Agreement for Power Line Tree Trimming and Clearance Services (the "Original Agreement"), City of Ocala Contract Number: ELE/18-003, for a term of three (3) years, from April 18, 2018 to April 17, 2021; and

WHEREAS, on July 30, 2018, the City of and Contractor entered into a First Amendment to Agreement for Power Line Tree Trimming and Clearance Services ("First Amendment") to add **Exhibit C – Federal (FEMA) Contract Provisions** to the Original Agreement; and

WHEREAS, on April 15, 2021, City and Contractor entered into a Second Amendment to Agreement for Power Line Tree Trimming and Clearance Services ("Second Amendment") extending the term of the Original Agreement from April 18, 2021 to April 17, 2022; and

WHEREAS, City and Contractor now desire to extend the Original Agreement, as amended, for the final one-year renewal period available under the Original Agreement and to update the Price Proposal attached to the Original Agreement to reflect an eight percent (8%) pricing increase.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Third Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning **APRIL 18, 2022** and terminating **APRIL 17, 2023**.
4. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal, as amended, is hereby deleted and replaced, in its

entirety, with the document attached to this Third Amendment as **Amended Exhibit B – Price Proposal**.

5. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

The Davey Tree Expert Company
Attn: Colleen Reed
1500 N. Mantua Street
Kent, Ohio 44240
PH: 800-445-8733
E-mail: colleen.reed@davey.com

If to City of Ocala: Tiffany L. Kimball, Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8366
FAX: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-579-6536
E-mail: rbatsel@lawyersocala.com

6. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.

8. **LEGAL AUTHORITY.** Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Third Amendment on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

THE DAVEY TREE EXPERT COMPANY

Robert W. Batsel, Jr.
City Attorney

By: _____
(Printed Name)

Title: _____
(Manager/Member)

Item	Class	Min. Length of Experience	Hourly Rate	OT Rate (% over regular rate)
1	General Foreman	3 years+ experience	\$34.71	1.35%
2	Herbicide Specialist	12+ months herbicide experience	\$31.40	1.35%
3	Foreman	2 years+ of experience	\$30.44	1.35%
4	Climber/Trimmer	2 years+ of experience	\$27.58	1.35%
5	Ground-man	2 years+ of experience	\$21.88	1.35%
Equipment			Hourly Rate	
6	55' aerial bucket truck w/dump body		\$17.88	
7	60'-70' ft. aerial bucket truck w/dump body		\$22.76	
8	Disc Chipper		\$5.61	
9	Jarraff		\$55.80	
10	Tractor		\$26.33	
11	Mower Deck		\$1.95	
12	Support Truck		\$11.57	
13	All-Terrain Vehicle		\$6.31	
14	Loader Truck		\$50.46	
15	Split Dump Truck		\$11.92	
16	Squirt Boom		\$17.58	
17	Back Yard Bucket		\$18.97	
18	Backpack Sprayer		\$1.15	
Per Mile Fixed Rate				
19	FLAT Rate per mile, INCLUDES ALL COSTS		\$6,896.02	