

**FIRST AMENDMENT TO AGREEMENT FOR EMERGENCY TREE TRIMMING & POWER LINE CLEARING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR EMERGENCY TREE TRIMMING & POWER LINE CLEARING SERVICES ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **BURFORD'S TREE, LLC**, a foreign limited liability company duly organized in the state of Alabama and authorized to do business in the state of Florida (EIN# 63-0942088) ("Contractor").

**WHEREAS**, on July 5, 2023, City and Contractor entered into an Agreement for Emergency Tree Trimming & Power Line Clearing Services (the "Original Agreement"), City of Ocala Contract Number: ELE/230419 for a term from June 20, 2023 to June 19, 2024; and

**WHEREAS**, City and Contractor now desire to extend the Original Agreement for the one-year renewal period available under the terms of the Original Agreement and to revise the pricing in Exhibit B.

**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, as amended, 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 First Amendment.
3. **EXTENSION.** The Original Agreement is hereby renewed for an additional one-year term beginning **JUNE 20, 2024** and terminating **JUNE 19, 2025**.
4. **AMENDMENT TO EXHIBIT B.** The document attached to the Original Agreement as **Exhibit B – Price Proposal** is hereby deleted in its entirety and replaced with **Amended Exhibit B – Price Proposal**.
5. **NOTICES.** All notices, certifications or communications required by this First 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:

Burford's Tree, LLC  
Attn: Ernest Mills  
4230 Choctaw Street  
Anniston, Alabama 32606  
Phone: 256-820-0481  
E-mail: [mills@burfordstree.com](mailto:mills@burfordstree.com)

If to City of Ocala:

Daphne M. Robinson, Contracting Officer  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
PH: 352-629-8343  
E-mail: [notices@ocalafl.org](mailto:notices@ocalafl.org)



Copy to:

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
Phone: 352-401-3972  
E-mail: [cityattorney@ocalafl.org](mailto:cityattorney@ocalafl.org)

6. **COUNTERPARTS.** This First 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 First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First 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 First Amendment.

**IN WITNESS WHEREOF,** the parties have executed this First Amendment on

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Barry Mansfield  
City Council President

**Approved as to form and legality:**

**BURFORD'S TREE, LLC**

\_\_\_\_\_  
William E. Sexton, Esq.  
City Attorney

\_\_\_\_\_  
By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_  
(Title of Authorized Signatory)

<b>Labor Description</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
Safety Supervisor	\$85.26	\$122.77	\$160.29
Supervisor	\$85.26	\$122.77	\$160.29
General Foreperson	\$70.13	\$100.99	\$131.84
Foreperson	\$58.92	\$ 84.84	\$110.77
Trimmer	\$52.57	\$ 75.70	\$ 98.83
Groundperson	\$49.82	\$ 71.74	\$ 93.66
Coordinator	\$69.31	\$ 99.81	\$130.30
Mechanic	\$78.79	\$113.46	\$148.13

<b>Equipment Description</b>	<b>Rate</b>
42' Rear Lot Lift w/ trailer	\$51.93
42' Lift - 4WD	\$33.37
55' Lift - 2WD	\$36.18
55' Lift - 4WD	\$43.64
70' Lift - 2WD	\$51.38
Grapple Prentice Loader	\$61.15
Manual Truck	\$23.59
Disc Chipper	\$10.21
Pickup Truck	\$27.24
UTV w/ trailer	\$ 18.26
Jarraff	\$ 84.96
Tractor w/ bushhog	\$ 59.68
Barko Mulcher	\$236.39
D5 Dozer or equivalent	\$190.14
Komatsu PC200 Excavator or equivalent	\$266.18
Triaxle Dump Truck	\$ 98.88
Fuel & Lube Service Truck	\$129.30
Skidsteer w/ attachments	\$ 93.03
Road Tractor w/ lowboy	\$173.16
Power Saw	\$ 1.51
<b>**All Labor &amp; Equipment are hourly rates</b>	