THIRD AMENDMENT TO AGREEMENT
FOR CONTRACTOR SERVICES

THIS AMENDMENT is made as of the 25 day of March, 2011, between **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, who's address is 501 West Meadow Street, Post Office Box 490630, Leesburg, FL 34749-0630 (hereinafter referred to as the "CITY"), and **LEWIS TREE SERVICE** whose address is 300 Lucius Gordon Drive, West Henrietta, NY 14586 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

THAT, on October 1, 2005 the CITY and CONTRACTOR entered into a contractor services agreement whereby the CONTRACTOR agreed to provide tree trimming and removal services to the CITY (hereinafter referred to as the "Agreement"). **NOW,** the parties wish to extend the term of the Agreement and have entered into this Amendment for that purpose.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Amendment and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. **Amendment.** The parties agree to extend the term of the Agreement for the final extension period until September 30, 2011.

3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement and first amendment shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and the CONTRACTOR other than as defined above.

    a. **Unit Prices.** Unit prices will remain unchanged from those established under the first Amendment and are attached as **"EXHIBIT A"**.
    b. **Emergency Event Response.** The CONTRACTOR will be notified in writing by the CITY if their services are needed in response to an emergency event. Upon written notification all routine work will stop and future work performed by the CONTRACTOR will be emergency event related. All invoicing will reference the CITY emergency event Work Request & Job Number provided in the written notification. The CONTRACTOR will be notified in writing when their services related to the emergency event are no longer needed.

c. **Overtime Rates.** Overtime rates shown on Page 12 of 14 Paragraph E of the original agreement are revised as follows:

Position	Rate
Crew Leader	$33.63 per hour
Climber	$31.72 per hour
Helper	$24.47 per hour

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

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement. for Contractor Services.

THE CITY OF LEESBURG, FLORIDA

By:_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form and content:

_____
City Attorney

"LEWIS TREE SERVICE, INC."

By: Thomas R. Rogers

Printed: _____

Title: President/CEO

Date: March 25, 2011

"EXHIBIT A"

LEWIS TREE SERVICE, INC.

CITY OF LEESBURG, FLORIDA
UNIT PRICE SCHEDULE

(Effective October 1, 2010)

Unit	Effective Rate
Footage Crew - Per linear foot	$ .78
3 man crew - Per hour	$84.56
2 ton Dump Truck with tools	$7.94
Bucket Truck w/ tools and dump	$14.50
Bucket Truck and dump	$14.50
Chipper	$4.15
Supervisor City request	$28.41
Supervisor City request - Overtime	$38.53
Crew Leader	$24.67
Bucket Trimmer	$22.39
Climber	$23.24
Helper	$18.00
Equipment Operator	$24.73
Spray Truck 4x4 300 gal. tank	$10.00
4x4 Chipper Truck	$9.43
Tree Growth Retardant 20 gal. tank	$3.34
Injection Serviceman	$24.67
Kersaw w/ cutter head and 2 man crew	$340.00
Brush Hog - 6610 55 ho 6 ft cut	$33.81
Lineal Foot of Tree Trimming - Bucket	$0.78
Lineal Foot of Tree Trimming - Climbing	$1.45
Lineal Foot of Brush Hogging	$0.29
Lineal Foot of Growth Retardant Spraying	$0.19
Removal 4-12 inch	$27.60
Removal 12-18 inch	$258.75
Removal 18-24	$517.50
Kersaw mobilization/demobilization	$1,150.00
Crew Leader – Overtime	$33.63
Climber – Overtime	$31.72
Helper	$24.47