

This AMENDMENT to the SERVICE CONTRACT entered into July 1, 2009, by and between the TOWN OF SOUTHERN SHORES, NC, (hereinafter referred to as "the TOWN") party of the first part and Atlantic Tree Experts, (hereinafter referred to as "CONTRACTOR"), party of the second part, (for the pick-up and removal of certain specified brush and woody items at the edge of Town streets ) is hereby made pursuant to appropriation and authority granted by the Town Council in the Budget Ordinance enacted June 19, 2012 effective beginning July 1, 2012.

RECITALS:

Whereas the July 1, 2009 Service Contract specifies in Section 1. an annual service period of service "from July 1, 2009 to June 30, 2012 and shall continue thereafter for each succeeding one year period until June 30, 2014"; and

Whereas the Service Contract specifies in Section 2. an annual service performance period of "September 1 to May 31 of each year"; and

Whereas the Service Contract specifies in Section 3. the terms of payment for services performed, including a fuel surcharge; and

Whereas the Services Contract has been previously amended on July 11, 2011 to clarify that it is the intent of Paragraph 7 of Section 1. that, upon request of the Town, the Contractor shall provide emergency removal and disposal of uprooted and downed trees as a result of storm damage, wind storms, hurricanes, tornados, or a nor-easter at a certain compensation rate per hour per crew, as well as provide stump grinding, removal, or disposal at certain prescribed rates; and

Whereas it is now the intent of the Town and the Contractor to amend the Service Contract in order that chipping and removal services described in the contract will be provided during an annual service period of July 1 to June 30 of each year remaining on the contract,

Now Therefore the Town and the Contractor agree to **amend** the current July 1, 2009 Service Contract (as amended on July 11, 2011) as follows:

1. The first paragraph of Section 1 (the preamble to numbered paragraphs) is amended to delete the word "chipping" and insert instead the word "removal".
2. The second paragraph of Section 1 (the preamble to numbered paragraphs) is amended to state that the service period shall be "From July 1 to June 30 of each year...."
3. Paragraph 1. of Section 1 is amended to add the following two (2) sentences: "Pick-up and removal of brush in each zone (once monthly) shall be limited to one pile of eligible brush per adjacent property a size of 15 feet long by four feet high with all limbs a maximum of 8-ft long with all cut ends facing the road. Pick-up and removal at any adjacent property shall not exceed fifteen (15) minutes in duration."
4. Paragraph 2. of Section 1 is amended to add the following sentence: "The service described in this paragraph shall be performed on at least an annual basis and when determined to be needed by the Town for street safety purposes."
5. Paragraph 3. of Section 1. is deleted in its entirety.

- 6. Paragraph 4 of Section 1. Is amended to delete in the first sentence the words "in the TOWN no later than 12:00 Noon on Mondays", and to include in the third sentence the holiday "July 4<sup>th</sup>".
- 7. Paragraph 6 of Section 1. Is amended to now read as follows:  
"6. Brush removal services are only available for brush cut by homeowners. This removal service shall not be performed for any brush cut and placed by a contractor. The term "contractor" means any person or firm cutting and placing brush for compensation."

8. Section 3 is re-written as follows:

**3. PAYMENT TO CONTRACTOR**

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized report to the TOWN at the end of each week worked showing the area of the TOWN that has been serviced under this contract. Such weekly report shall be on a form as proscribed by the TOWN.

The TOWN shall pay the CONTRACTOR, for work completed, a total contract amount of one hundred thirty thousand dollars (\$130,000), ~~ninety three thousand three hundred twelve dollars (\$93,312) plus applicable fuel charge from July 1, 2009 to June 30, 2010; ninety two thousand dollars (\$92,000) annually plus applicable fuel surcharge from July 1, 2010 to June 30, 2012; and shall pay contractor ninety two thousand dollars (\$92,000) plus applicable fuel charge annually for each additional term of this agreement. The TOWN shall also pay the CONTRACTOR for any hourly services provided for pursuant to this CONTRACT at the hourly rates of compensation agreed to herein.~~ in twenty-six (26) equal installments every two weeks.

~~Due to rising cost of fuel prices, the CONTRACTOR will charge a monthly fuel surcharge for diesel fuel upon fuel cost exceeding two dollars and eighty five cents (\$2.85) per gallon as set forth below. The fuel surcharge will be based on a percentage of the two week draw, (pay period).~~

Both the TOWN and the CONTRACTOR agree to the this AMENDMENT to the SERVICE CONTRACT entered into July 1, 2009.

In Testimony Whereof, the parties have executed this instrument in duplicate originals the 2 day of July, 2012.

ATLANTIC TREE EXPERTS

By: Mark A. Fittler  
Its: Owner

TOWN OF SOUTHERN SHORES

By: [Signature]  
Its: Town Manager

WITNESS OR ATTEST BY: [Signature]

ATTEST: Cecile Gordon  
Town Clerk



This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. Bonnie M. Swan  
Finance Officer