

**CITY OF ANN ARBOR
AMENDMENT NUMBER 2 TO THE
GENERAL SERVICES
AGREEMENT BETWEEN
THE DAVEY TREE EXPERT COMPANY
AND THE CITY OF ANN ARBOR FOR
TREE PRUNING AND GENERAL FORESTRY SERVICES.**

This Amendment Number 2 (“Amendment”) is to the agreement between the City of Ann Arbor, (“City”) and THE DAVEY TREE EXPERT COMPANY, (“Contractor”) for General Services Agreement (GSA) which is dated 09-18-2023 (“Agreement”). City and Contractor agree to amend the Agreement as follows:

1. 5 is amended to read as follows:

1. Article 5 is amended to read as follows:

A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$837,281.00, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit A. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit A. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.

B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit A.

C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.

D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein.

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City and Contractor agree that for this Amendment and any documents related to the Agreement: 1) signatures may be delivered electronically in lieu of an original signature; 2) to treat electronic signatures as original signatures that bind them; and 3) signatures may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

This Amendment to the Agreement shall be binding on the Parties' heirs, successors, and assigns.

[SIGNATURE PAGE FOLLOWS]

THE DAVEY TREE EXPERT COMPANY

CITY OF ANN ARBOR

By: _____
Name: Robert Paris
Title: District Manager
Date: _____

By: _____
Name: Milton Dohoney Jr.
Title: City Administrator
Date: _____

Approved as to substance:

By: _____
Name: Brian Steglitz
Title: Public Services Area
Administrator
Date: _____

Approved as to form:

By: _____
Name: Atleen Kaur
Title: City Attorney
Date: _____

(Signatures continue on following page)

CITY OF ANN ARBOR

By: _____

Name: _____

Title: Mayor _____

Date: _____

By: _____

Name: _____

Title: City Clerk _____

Date: _____