

**CITY OF ANN ARBOR  
AMENDMENT NUMBER 1 TO THE  
GENERAL SERVICES  
AGREEMENT BETWEEN  
THE DAVEY TREE EXPERT COMPANY  
AND THE CITY OF ANN ARBOR FOR  
STREET TREE PRUNING, TREE REMOVAL, STUMP GRINDING, EMERGENCY /  
MISCELLANEOUS TREE WORK**

This Amendment Number 1 (“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. Article 5 is amended to read as follows:

A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$542,231.00, 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.

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**

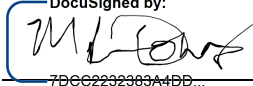
By: DocuSigned by:  
Robert Paris  
33EE9003CB7426...

Name: Robert Paris

Title: District Manager

Date: 3/4/2024

**CITY OF ANN ARBOR**

By: DocuSigned by:  
  
7D6C2232303A4DD...

Name: Milton Dohoney Jr.

Title: City Administrator

Date: 3/4/2024

**Approved as to substance:**

By: DocuSigned by:  
Brian Steglitz  
56AF51CAD738483...

Name: Brian Steglitz

Title: Public Services Area  
Administrator

Date: 3/4/2024

**Approved as to form:**

By: DocuSigned by:  
Atleen Kaur  
627306898F804DD...

Name: Atleen Kaur

Title: City Attorney

Date: 3/4/2024



## MEMORANDUM

TO: Milton Dohoney Jr., City Administrator

FROM: Paul Matthews, Interim Public Works Manager

DATE: February 29, 2024

SUBJECT: **Amendment #1 to the Davey Tree Expert Company Professional Services Agreement for additional tree maintenance activities.**

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Attached for your review and approval is Amendment #1 to the Davey Tree Expert Professional Services Agreement (PSA) for Routine Street Tree Pruning and General Forestry Services (A2-0000898). Staff have found the need for additional support for forestry maintenance activities. Staff would like to use the contract contingency to complete needed work.

Amendment #1 adds an additional funding amount of \$25,821.00 from the contingency to the contract (Article 5, COMPENSATION OF CONTRACTOR) to complete additional forestry maintenance activities.

The Contract shall not exceed \$542,231.00.