

**AMENDMENT NO. 2
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
DAVEY TREE SURGERY COMPANY**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Davey Tree Surgery Company a Delaware corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California and Davey Tree Surgery Company dated on or about December 5, 2017 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated on or about January 23, 2020, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide tree trimming services near electric utility lines, and the Parties now wish to amend the Agreement as Amended to extend the term and modify the fee schedule and not to exceed value of the Agreement.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 3 of the Agreement as Amended, entitled "Term" is amended to read as follows: Unless otherwise set forth in the Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement as Amended, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate five (5) years from the Effective Date.
- 2. Exhibit B to the Agreement as Amended, entitled "Fee Schedule" is deleted and replaced with the attached Exhibit B to the Agreement Amended.

3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

DAVEY TREE SURGERY COMPANY
a Delaware corporation

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of
Business Address: _____

Email Address: _____

Telephone: () _____

Fax: () _____

"CONTRACTOR"

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EXHIBIT B

COMPENSATION AND FEE SCHEDULE

1. Compensation: The amount billed to City by Contractor for services under this Agreement as Amended will not exceed ten million eight hundred fifty thousand dollars (\$10,850,000).
 - a. Contractor is responsible for notifying City in a timely manner when changes in process such as, but not limited to, additional crews or staff on a single crew or changes in regulations, may result in increased hours or cost. Contractor shall provide reason for the change.
 - b. Contractor shall notify the City 60 days in advance of any changes anticipated to affect future rates. At such time, Contractor and City will enter into negotiations to amend this agreement to reflect proposed updated rates.
2. Fee Schedule
 - a. Composite Billing Rate (Time and Materials): The Composite Billing Rates (per person) listed below are used for all Regular Time and Overtime work in the City of Santa Clara.

Composite Billing Rate			
Period	Regular Time*	Overtime	Double Time
12/7/2017 - 6/30/2018	\$61.25	\$73.50	\$86.97
7/1/2018 - 6/30/2019	\$63.08	\$75.70	\$89.58
7/1/2019 - 12/31/2019	\$64.98	\$77.97	\$92.26
1/1/2020 - 5/31/2020	\$103.92	\$161.07	\$161.07
6/1/2020 - 5/31/2021	\$107.04	\$165.90	\$165.90
6/1/2021 - 5/31/2022	\$110.25	\$170.88	\$170.88
6/1/2022 - 12/31/2022	\$113.56	\$176.01	\$176.01

- b. General Foreperson: For Regular Time, the general foreperson is included in the Composite Billing rate for regular hours. For overtime hours, the overtime rate in the Component Schedule in this Amendment is applied for hours worked.

General Foreperson Rate								
	12/7/2019 - 5/31/2020		6/1/2020 - 5/31/2021		6/1/2021 - 5/31/2022		6/1/2022 - 12/31/2022	
	Straight Time	Overtime	Straight Time	Overtime	Straight Time	Overtime	Straight Time	Overtime
General Foreperson	\$114.60	\$177.63	\$118.04	\$182.96	\$121.58	\$188.45	\$125.23	\$194.10

- c. **Pass-Through Costs:** In some cases, Contractor may pass-through cost such as, but not limited to: dump fees, subcontracted activities (such as third party traffic control), rental of equipment (such as heavy equipment including cranes, or log loaders), or receive other services (such as debris box rental) to complete activities required by the City. When these Pass-Through Costs occur, Contractor will invoice SVP for these costs with a markup not to exceed 5%. Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through costs. Except in the case of emergency, Contractor will notify the City in advance when these costs are anticipated.
- d. **Reporting:** Included in the Composite Billing Rates specified above, Contractor will reasonably support SVP in transition to a vegetation management program and, once implemented, will provide data in a format that can be used by the selected program. SVP will include Contractor where practical in selection of system to assure compatibility with Contractor's systems and activities. Contractor will provide currently available reports where requested to support SVP's vegetation management planning activities.