

TO: BOARD OF PUBLIC WORKS AND SAFETY

FROM: JOHN EASLEY, URBAN FORESTER

SUBJECT: AGREEMENT FOR GENERAL TREE PLANTING

**DATE:** MARCH 12, 2025

Please find attached a request to approve the agreement with Davey Tree Experts for the 2025 general tree planting. I have attached the agreement with Davey Tree Experts. Their quote is \$40,250. The other two quotes were from SavATree in the amount of \$59,525 and Brightview in the amount of \$42,266.93. I recommend approving the agreement with Davey Tree Experts. Please reach out should you have any questions. Thank you.



## SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the City of Noblesville, Indiana, a municipal corporation (hereinafter referred to as "City") and The Davey Tree Expert Company (hereinafter referred to as "Contractor"), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

## SECTION I. INTERPRETATION AND INTENT

- 1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

#### SECTION II. DUTIES OF CONTRACTOR

2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

## **SECTION III. TERM**

3.1 The term of this Agreement shall begin upon execution and terminate May 31, 2025, ("Termination Date") unless terminated earlier in accordance with this Agreement.

## SECTION IV. COMPENSATION

4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A**.

Compensation shall not exceed Forty Thousand Two Hundred and Fifty Dollars (\$40,250.00)

4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

## SECTION V. GENERAL PROVISIONS

5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.

## 5.2 Subcontracting.

Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

## 5.3 Necessary Documentation, N/A

5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.

## 5.5 Ownership.

- 5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City.

At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

## 5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

## A. Commercial General Liability

Limits of Liability: \$2,000,000 General Aggregate

\$2,000,000 Products & Completed Ops.

\$1,000,000 Bodily Injury / Prop. Damage

\$1,000,000 Personal / Advertising Injury

\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability: \$500,000 Per Accident

Coverage Details All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

## D. Professional/Errors & Omissions Liability

Limits of Liability \$1,000,000 Each Occurrence

\$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

## 5.7 Termination for Cause or Convenience.

- 5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.
- 5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.
- 5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by

giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

- Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor: The Davey Tree Expert Company Attn: Taylor Rogers 6801 Hawthorn Park Drive Indianapolis, IN 46220 To City: City of Noblesville Street Dept Attn: John Easley, Urban Forester 1575 Pleasant Street Noblesville, IN 46060

Courtesy Copy: City Attorney 16 S. 10<sup>th</sup> Street Noblesville, IN 46060

- 5.11 <u>Disputes.</u> Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## 5.13 Conflict of Interest.

- 5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.
- Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

## 5.16 Applicable Laws: Forum.

- 5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.
- 5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of

Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

- 5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.

## 5.22 Debarment and Suspension

- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of

intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

- 5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
  - 5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
  - 5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.
  - 5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.
  - 5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractors enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed the below.  The Davey Tree Expert (o ("Contractor")	is Agreement on the dates subscribed
By: Taylor Royers  Printed: Taylor Royers	Date: 3/11/25
Title: Account Manager	
City of Noblesville	
By:	Date: 03/20/2025
Printed: Chris Jensen	
Title: Mayor	

## E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): The D	avey Tree	Expert	Co.
By (Written Signature):		the billion of the same and a	Washington and the second
(Printed Name): Tayl	or Royers		il summan
(Title):	count Man	rages*	
Important - Notary Signature o	and Seal Required	l in the Space Belov	Σ
STATE OF INDIANA COUNTY OF Hamilto	<u> </u>	SS: SEAL	MELINDA D. BLATTNER Marion County My Commission Expires May 13, 2025
Subscribed and sworn 20 15.	to before me this	12 day of M	arch
My commission expires;		(Signed)	01
a. Residing in	[ [ Hell II and engle	County, St	ate of



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

PRODUCER				CONTA	CT Marel	U.S. Operation	ns & Technology		
MARSH USA LLC. 200 Public Square, Suite 3760				PHONE			FAX		
Cleveland, OH 44114-1824				(A/C, N E-MAIL	OI-	966-4664	(A/C, No)		
·				ADDRE	SS: Cleve	land.CertReques			
440404	0.00						RDING COVERAGE		NAIC#
143401	CO	MM	Joost	INSURI	RA: Old Reput	olic Insurance Co	mpany		24147
The Davey Tree Expert Company				INSUR	RB:				
1500 N. Mantua Street				INSUR	RC:				
Kent, OH 44240				INSURI	RD:				
				INSURI	RE:				
				INSURI	RF:				
			E NUMBER:		007336493-01		REVISION NUMBER:	8	
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH TYPE OF INSURANCE	EQUII PER I POLI	REME FAIN, CIES. SUBR	ENT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO O ALL	WHICH THIS
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CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$	5,000,000
	e l						MED EXP (Any one person)	\$	25,000
							PERSONAL & ADV INJURY	\$	5,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	5,000,000
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A AUTOMOBILE LIABILITY			MWTB 314041 24		09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$	5,000,000
X ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
AUTOS ONLY AUTOS					1		BODILY INJURY (Per accident)	\$	
X HIRED X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
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DED RETENTION\$								\$	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC 314040 24 (AOS)		09/01/2024	09/01/2025	X PER OTH- STATUTE ER		
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	5,000,000
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	5,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	5,000,000
A Excess Workers Compensation			MWX\$ 314043 24 (NC, OH, PA,	WA)	09/01/2024	09/01/2025	Workers Compensation		Statutory
A SIR: \$5,000,000			MWXS 316391 24 (CA)		09/01/2024	09/01/2025	Employer's Liability		1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL Re: City of Noblesville Arborist Licensing.  The City of Noblesville is(are) included as Additional Institute their behalf by the Named Insured. Coverage includes we	ured(s)	as resp	101, Additional Remarks Schedul	ile Liabilit	e attached if more	e space is require	or agreement and only as respec	ts operat	
CERTIFICATE HOLDER				CANC	ELLATION				
OZINI IOATE HOLDEN				CANC	LLLATION				
The City of Noblesville Attn: John Easley 1575 Pleasant Street Noblesville, IN 46060				THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CAREOF, NOTICE WILL E Y PROVISIONS.	ANCEL BE DE	LED BEFORE ELIVERED IN
					RIZED REPRESEN	ITATIVE			

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AGENCY CUSTOMER ID: CN101565730

LOC #: Cleveland



ACOND	Page 2 of 2		
AGENCY MARSH USA LLC. POLICY NUMBER		NAMED INSURED  The Davey Tree Expert Company 1500 N. Mantua Street Kent, OH 44240	
CARRIER	NAIC CODE		
ADDITIONAL REMARKS		EFFECTIVE DATE:	
THIS ADDITIONAL REMARKS FORM IS A SCHE FORM NUMBER: 25 FORM TITLE: C		ance	
Workers Compensation does not apply in MN. Coverage is obtains Employers Liability is covered by policy number MWC 314040 24.	ed from Workers Compensation reinsura	ence association (W.C.R.A.) as required by the state. Minnesota	

## IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

## IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

POLICY NOTICE OF CANCELATION, NONRENEWAL OR

MATERIAL CHANGE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

SCHEDULE

NUMBER OF DAYS OF ADVANCE NOTICE: 30
DESIGNATED ENTITY: ALL PERSONS OR ORGANIZATIONS WHERE REQUIRED BY CONTRACT OR AGREEMENT

#### ADDRESS:

IN THE EVENT OF CANCELATION, NONRENEWAL OR MATERIAL COVERAGE CHANGE THAT REDUCES OR RESTRICTS THE INSURANCE AFFORDED BY THIS POLICY, WE AGREE TO PROVIDE ADVANCE WRITTEN NOTICE AS SHOWN IN THE SCHEDULE ABOVE.

MWC 314040 24

09/01/24 TO 09/01/25

## Exhibit A

STREET TREE PLANTING SPECIFICATION

2025 SPRING STREET TREE PLANTING

CONTRACT NO.:

FOR GENERAL TREE PLANTING OF 161 TREES IN

NOBLESVILLE, INDIANA

#### 2025 SPRING STREET TREE PLANTING SPECIFICATIONS

#### **SCOPE OF WORK**

To provide all supervision, material, labor, equipment, service operations and expertise required to install street trees in the City of Noblesville as specified herein. CONTRACTOR has the responsibility to:

- A) Contact 811 Buried Utility locate service for each planting site to mark buried utilities.
- B) Hydro-locate any buried gas lines in the planting location, before any digging.
- C) Transport and transplant trees from our storage facility to the designated install sites.
- C) Excavate in-place soil, plant and backfill with topsoil approved by the City Forester.
- D) Furnish and place tree watering bag and mulch at each tree planting site.
- E) Remove excess material and cleanup site.
- F) Contractor/Person(s) will assume responsibility for damage to any buried utility, damage to trees transported and installed, and that trees should be installed at proper depth with the trunk being straight.
- G) Keep work site safe at all times in accordance with OSHA requirements.
- H) Any work incidental to the above.

#### **MATERIALS SPECIFICATIONS**

Mention of any product name neither constitutes an endorsement of that product nor excludes the use of similar products meeting specifications.

- A) Tree Stock Original tree stock will be provided at no cost to Contractor from the designated holding facility (16101 River Road, Noblesville, IN 46062). The City Forester will have already inspected the trees delivered there. Trees damaged by Contractor in transport or installation may be rejected and the Contractor would then be responsible for replacement of same species, size of tree and installation at their cost.
- B) <u>Tree Watering Bags</u> Contractor will provide and install (at their cost) an appropriately sized watering bag on each installed tree.

C) <u>Mulch</u> – Contractor shall provide (at their cost) and install a 2 inch deep layer of mulch over each planting hole of a diameter between 3-4 feet. The tree root collar MUST not be buried.

#### **WORK PROCEDURES**

- A) Tree location Contractor/Person(s) will also be responsible for notifying Indiana 811 at 1-800-382-5544 or 811 prior to digging. Contractor/Person(s) will be responsible for any damage to utilities during the planting process. All newly planted trees must be centered between the sidewalk and the curb, unless otherwise specified by the City Forester before planting begins. Planting site information for 161 trees is included on Spreadsheets for: City-wide, Oakmont, Sommerwood, and South Harbour subdivisions for Spring 2025 are attached as Exhibits B 1-4. Prior to planting the City's URBAN FORESTER will mark specific planting locations on site.
- B) <u>Delivery</u> Trees shall be transported and handled with adequate protection. Trees shall be covered with burlap or tarpaulin during transit or transported in closed truck to prevent drying out of the tree.
- C) Planting holes for nursery stock trees Holes may be dug by hand, backhoe, auger, or other approved equipment at specified location. Walls of the planting hole shall be dug so that they are properly sloped and sufficiently loosened to remove the glazing effects of the digging. The planting hole shall be elliptical in shape with the top diameter two times that of the ball. The bottom of the hole shall be rough, flat and deep enough to have the tree root flare at or 1-2 inches above soil level. If hole should begin to fill with water immediately contact the Urban Forester (317)716-3914, and do not plant the tree there unless advised to do so. Holes shall be dug only on day tree is planted. Contractor is responsible to ensure all holes are safe until planted and covered with mulch.
- D) Precautions during digging When underground utilities are encountered,
  Contractor/Person(s) immediately calls: 1) Controlling agency or company. Indiana 811 at
  (800) 382-5544 or 811 handles electric, gas and telephone requests. 2) City Forester at
  (317) 716-3914. Contractor, at his expense, restores to original condition all structures,
  facilities and other property damaged by his company's work.
- E) Surplus excavation Removed and disposed of by Contractor at their own expense.
- F) Planting Planting is only allowed from March 1st and May 31st, or October 1st through December 31st weather permitting. Planting is only allowed when the soil is not frozen. Balled and burlapped trees are set on tamped backfill, placing tree up to two inches (2") higher than the level from which it was retrieved. Planting height may be adjusted if unusual site situations are encountered after approval by the City Forester. Burlap must

be pulled back from trunk and buried or removed from the top half of the root ball. Strings, twine, and top half of metal baskets must be completely removed. Trees with forked top, shall be oriented with forked limbs pointed parallel to street and not toward street. Planting is not allowed on days when temperatures fall below 30°F. Other planting dates may be approved at discretion of City Forester.

- G) Root pruning Ends of broken or damaged roots more than 1/4 inch in diameter should be pruned with a clean cut, removing only injured portion.
- H) Backfilling Backfill with existing soil if suitable. Soil should be placed in 6" deep layers, with each being tamped before another layer is added, until the tree is completely buried. Excess soil from hole must be removed; leftover soil should never be placed over the root zone.
- Pruning Dead, damaged or poorly located branches will be removed using proper pruning techniques.
- J) Mulching A layer of mulch 2 inches (2" thick), and 1.5-2 feet in radius from the from the trunk, will be applied around tree in a circle. Under no circumstances should trees be volcano mulched. Do not pile mulch directly against the tree trunk.
- K) Staking Use three (3) stake methods using minimum 9 gauge wire and ½ inch diameter flexible rubber hose wire contacts at branches and trunks, exact method must be approved by the city forester. Tree(s) should only be staked if instructed by the City Forester.
- L) <u>Extra holes</u> Excess or improperly located planting holes are to be immediately backfilled and seeded with seed mix that matches existing turf and covered with two inches (2") of straw at Contractor's/Person(s) expense.
- M) <u>Watering</u> Thoroughly water to settle backfill when half of backfill is in place and again after all backfill is placed (approximately 25 gallons for a 2-inch tree). Any trees planted between March 1<sup>st</sup> and May 31<sup>st</sup> require a slow release tree watering bag of size appropriate for each tree.
- N) <u>Productivity</u> Production schedule beginning and ending dates will be agreed upon in writing between the contractor and the City Forester.
- O) Supervision Contractor/Person(s) are required to consult with the City Forester concerning details and scheduling of all work. Contractor/Person(s) shall have competent person in charge of work at all times to whom the City Forester may issue directions and who is authorized to accept and act upon such directives. Contractor must provide the

City Forester with a proposed planting schedule and coordinate initial planting date with the City Forester.

## **GUARANTEE**

Contractor guarantees that all trees remain alive and healthy until the end of a one-(1) year guarantee period. Contractor replaces; as specified and at their expense, any dead or dying trees within the guarantee period, that in the opinion of the City Forester, are due to the Contractor's negligence. Contractor will straighten any trees that are found to be leaning within the first 6 months after installation, at Contractor's expense.

## REJECTION

Contractor disposes of any tree rejected by the City Forester (dead, dying, damaged in transport or planting) at the Contractor's expense.

## **PAYMENT OF INVOICE**

The City of Noblesville will pay the final invoice for all tree installations within 30 days after the tree plantings have been completed, and the sites have been inspected by the Urban Forester.

## Exhibit B-1

## City-Wide New Street Trees 2025

## Tree # Replacement Street Trees Spring 2025

## WORKING

	Subdivision	Address	Species	Location
1	Merion of Noblesville	11517 Flynn Place	Tree Lilac	20' left of driveway
2	South Harbour	129 Maplewood Dr	Urban Sunset Maple	20' Right drive-Sm
3		129 Maplewood Dr	Urban Sunset Maple	40' Right of drive-Sm
4	Twin Oaks	6305 Ederline Lane	Princeton Elm	20' Left of drive-Sm
5		6305 Ederline Lane	Princeton Elm	40' Left of drive-Sm
6	Waterman Crossing	15637 Wescott Drive	European Hornbeam	10' Right of fire hydrant-Md
7	Sommerwood	55 Ashbourne Cicle	Urban Sunset Maple	20'Left of drive at 49 Ashbour
8	Hazel Dell Woods	5659 Bruce Blvd	Tree Lilac	20' Left of drive-Sm
9		5659 Bruce Blvd	Tree Lilac	20' Right of drive-Sm
10	Pine Knoll	20693 Alpine Drive	Tree Lilac	30' Left of drive-Sm
11	Windwood	19384 Windwood Pkwy	Urban Sunset Maple	20' Right of drive-Md
12	Woods & Greens of Prair	18811 Round Lake Rd	Tree Lilac	20' Left of drive-Sm wo 11187
13	Stony Ridge	10185 Beryl Dr	Urban Sunset Maple	20' Left of drive-Sm
14	Cherry Tree Meadows	17043 Maraschino Dr	Tree Lilac	20' Right of drive
15	Highlands at Stony Creek	16798 Cedar Creek Lane	Tree Lilac	15' South of driveway
16	Old Towne	1107 S. 11th Street	Princeton Elm	30' South of existing tree
17	Deer Path	15233 Royal Grove Dr	Tree Lilac	20' North of drive
18	Roudebush Woods	10811 Talisman Drive	Princeton Elm	30' left of driveway
19	Wellington North	109 Westminster	Princeton Elm	20' left of driveway
20	Wellington North	109 Westminster	Princeton Elm	25 ft from corner
21	Wellington North	109 Westminster	Princeton Elm	55 ft from corner
22	Wellington North	109 Westminster	Princeton Elm	85 ft from corner
23	Merion of Noblesville	16075 Cobbs Creek Lane	Tree Litac	30 ft right of existing F1 tree
24	Roudebush Woods	19143 Pierson Ct	Urban Sunset Maple	20 ft left of drive
	Urban Sunset Maple	6		
	Tree Lilac	9		
	Princeton Elm	8		A THE STATE OF THE
	European Hornbeam	1		T or City
	TOTAL TREES	24	1	

## Exhibit B-2

Tree

## **OAKMONT SUBDIVISION NEW STREET TREES SPRING 2025**

Number			WORKING
	Address	Species of Tree	Location
1	7279 Hardin Oak	Urban Sunset Maple	Replace 20' R of drive
2	7295 Hardin Oak	Urban Sunset Maple	Replace 20' R of drive
3	7303 Hardin Oak	Urban Sunset Maple	Replace 20 ft right of drive
4	7311 Hardin Oak	Urban Sunset Maple	Replace 20' R of drive
5	7304 Hardin Oak	Urban Sunset Maple	Replace at East of Property Line
6	7319 Hardin Oak	Urban Sunset Maple	Replace 20' L of Drive
7	7350 Hardin Oak	Urban Sunset Maple	20 ft right of drive
8	7350 Hardin Oak	Urban Sunset Maple	20 ft left of drive
9	7350 Hardin Oak	Urban Sunset Maple	50 ft left of drive
10	7367 Hardin Oak	Urban Sunset Maple	Replace at 20' R of drive
11	18032 Benton Oak	Urban Sunset Maple	Replace at 20' Left of drive
12	18032 Benton Oak	Urban Sunset Maple	Replace at 50' right of drive
13	18338 Benton Oak	Urban Sunset Maple	Replace 20' R of drive
14	7224 Summer Oak Dr	Urban Sunset Maple	Replace 20' R of drive
15	7245 Clear Oak Cir	Urban Sunset Maple	Replant 17' L of drive
16	7269 Clear Oak Cir	Urban Sunset Maple	25 ft from Stop
17	7269 Clear Oak Cir	Urban Sunset Maple	55 ft from Stop
18	18448 Oriental Oak	Urban Sunset Maple	Replace 20' R of drive
19	18456 Oriental Oak	Urban Sunset Maple	Replace 20' R of drive-Small tree
20	18472 Oriental Oak	Urban Sunset Maple	Replace 20' R of drive
21	18488 Oriental Oak	Urban Sunset Maple	Replace 33' L of drive
22	18488 Oriental Oak	Urban Sunset Maple	Replace 63' L of drive
23	18532 Oriental Oak	Urban Sunset Maple	Replace 20' R drive
24	18540 Oriental Oak	Urban Sunset Maple	Replace 20' fm drive
25	18537 Oriental Oak	Urban Sunset Maple	Replace 20' R of drive
26	18533 Oriental Oak	Urban Sunset Maple	20 ft left of hydrant
27	18533 Oriental Oak	Urban Sunset Maple	45 ft left of hydrant
28	18533 Oriental Oak	Urban Sunset Maple	30 ft frm each tree
29	18533 Oriental Oak	Urban Sunset Maple	20 ft left of S1
30	7164 English Oak Dr	Urban Sunset Maple	Replace 25' L of drive
31	18487 Oriental Oak	Urban Sunset Maple	Replace at 36' fm Xwalk/Stop sign
32	18487 Oriental Oak	Urban Sunset Maple	Replace at 66' fm Xwalk/Stop sign
33	18487 Oriental Oak	Urban Sunset Maple	Replace 20' L of drive
34	18487 Oriental Oak	Urban Sunset Maple	Replace 50' L of drive
35	7144 English Oak Dr	Urban Sunset Maple	Replace 27' L of drive

36	7144 English Oak Dr	Vision in the second	Urban Sunset Maple	Replant 25' fm Xwalk
37	18470 Canyon Oak Dr	i	Urban Sunset Maple	Replant 20' fm driveway
38	18467 Canyon Oak Dr		Urban Sunset Maple	Replace 30' fm 51
39	7126 English Oak Dr		Urban Sunset Maple	Replace 20' R of drive
40	7118 English Oak Dr		Urban Sunset Maple	Replace 24' L of drive
41	7077 English Oak Dr		Urban Sunset Maple	Replace 20' L drive
42	7119 English Oak Dr		Urban Sunset Maple	Replace 30' L of drive (Irrigation)
43	7119 English Oak Dr		Urban Sunset Maple	Replace 36' R of drive (Irrigation)
44	7131 English Oak Dr		Urban Sunset Maple	Replace 20' R drive
45	18227 Kinder Oak Dr		Tree lilac	Replace at 20' L of drive
	17926 Forreston Oak			
46	Dr		Tree lilac	Replace 10' L of walk
	18056 Forreston Oak			
47	Dr		Tree lilac	36 ft from corner
	18056 Forreston Oak			:
48	Dr		Tree lilac	84 ft from corner
	18023 Forreston Oak			
49	Dr .		Tree lilac	Replace at 20' L of 18053
	18023 Forreston Oak			
50	Dr		Tree lilac	Replace 10' R of sewer cap
	18023 Forreston Oak			
51	Dr		Tree lilac	Replace at 24' L of inlet
	17933 Forreston Oak			
52	Dr		Tree lilac	Replace 20' R drive
	17913 Forreston Oak		_ "	
53	Dr		Tree Illac	Replace 10' L walk
E4	17893 Forreston Oak	i	The state of	Bill toll 5 lb
54	Dr		Tree lilac	Replace 10' L of walk
55	17872 Kinder Oak Dr		Tree lilac	Replace 10' L of drain
56	17872 Kinder Oak Dr		Tree lilac	Replace at 40' L of F2
57	17932 Kinder Oak Dr		Tree lilac	Replace 10' L of walk
58	17982 Kinder Oak Dr		Tree lilac	Replace 10' L walk
59	18052 Kinder Oak Dr		Tree lilac	Replace 20' L drive
60	18097 Kinder Oak Dr		Tree lilac	Replace 10' R of walk
	Urban Sunset Maple	44		

Tree Lilac 16

**TOTAL TREES** 

## Exhibit B-3

## SOMMERWOOD SUBDIVISION NEW STREET TREES SPRING 2025 WORKING

	gamenta de la constanta de la	WORKING	
Tree #	Address	Species of Tree	Location
1	8901 Sommerwood Dr	Tree Lilac	20' R of drive
2	8917 Sommerwood Dr	Tree Lilac	20' R of drive Sm
3	8933 Sommerwood Dr	Tree Lilac	20' R of drive
4	8981 Sommerwood Dr	Tree Lilac	20' R of drive Sm
5	8981 Sommerwood Dr	Tree Lilac	20' L of drive
6	9029 Sommerwood Dr	Tree Lilac	20' R of drive
7	9014 Sommerwood Dr	Tree Lilac	33' L of F2
8	8998 Sommerwood Dr	Tree Lilac	20' L of drive
9	8884 Sommerwood Dr	Tree Lilac	36' L of drive
10	15055 Orchid Ct	Tree Lilac	35 ft West of S1
11	15055 Orchid Ct	Tree Lilac	70 ft West of S1
12	8712 Sommerwood Dr	Tree Lilac	20' L of drive
13	8866 Sommerwood Dr	Tree Lilac	35' n of x-walk Sm
14	8866 Sommerwood Dr	Tree Lilac	55' N of x-walk Sm
15	15072 Windsor Ln	Rcy Mt Maple	20' R of drive
16	15072 Windsor Ln	Rcy Mt Maple	20' L of drive
17	15084 Windsor Ln	Rcy Mt Maple	18' R of drive Sm
18	9046 Sommerwood Dr	Tree Lilac	24' R of S2
19	15089 Windsor Ln	Rcy Mt Maple	40' R of drive Sm
20	15089 Windsor Ln	Rcy Mt Maple	20' R of drive Sm
21	15087 Windsor Ln	Rcy Mt Maple	20' R of drive
22	15067 Windsor Ln	Rcy Mt Maple	25' L of drive
23	8929 Gardenia Ct	Ruby Sunset Maple	36' R of drive
24	14939 Windsor Ln	Steeple Sugar Maple	20' L of drive
25	14921 Windsor Ln	Steeple Sugar Maple	10' L of water meter

26	14940 Windoor I n	Stoople Curer Ments	0010-414-444
27	14849 Windsor Ln 8925 Carnation Dr	Steeple Sugar Maple	20' R of drive Md
		Ruby Sunset Maple	East property line
28	8989 Carnation Dr	Ruby Sunset Maple	30' L of drive Sm
29	9010 Carnation Dr	Ruby Sunset Maple	10' R of inlet Sm
30	8911 Lavender Ct	Ruby Sunset Maple	10' L of water meter
31	8911 Lavender Ct	Ruby Sunset Maple	20' R of drive
32	8916 Lavender Ct	Ruby Sunset Maple	East property line
33	8993 Buttercup Ct	Ruby Sunset Maple	20' L of drive
34	9025 Buttercup Ct	Ruby Sunset Maple	19' R of drive
35	9025 Buttercup Ct	Ruby Sunset Maple	20' L of drive
36	9028 Daisy Ct	Steeple Sugar Maple	30' R of drive
37	9012 Daisy Ct	Steeple Sugar Maple	20' R of drive
38	9053 Carnation Dr	Ruby Sunset Maple	25' S of x-walk Sm
39	9053 Carnation Dr	Ruby Sunset Maple	45' S of x-walk Sm
40	14779 Rosebud Dr	Tree Lilac	20' R of drive
41	14747 Rosebud Dr	Tree Lilac	20' R of drive
42	14694 Rosebud Dr	Tree Lilac	20' R of drive
43	8871 147th Pl	Ruby Sunset Maple	40' R of drive Sm
44	8871 147th Pl	Ruby Sunset Maple	20' R of drive
45	8871 147th Pl	Ruby Sunset Maple	35' S of x-walk
46	8871 147th Pl	Ruby Sunset Maple	60' R of drive Sm
47	14653 Rosebud Dr	Tree Lilac	20' R of drive
48	9005 Thames Ct	Tree Lilac	between S1 & S3
49	9021 Thames Ct	Tree Lilac	20' R of drive
50	9008 Thames Ct	Tree Lilac	25' N of x-walk
51	9008 Thames Ct	Tree Lilac	12' R of storm inlet
52	14710 Rosebud Dr	Tree Lilac	26' L of drive
53	14726 Rosebud Dr	Tree Lilac	20' R of drive
54	14758 Rosebud Dr	Tree Lilac	25' R of drive
55	14886 Rosebud Dr	Tree Lilac	West property line
56	14886 Rosebud Dr	Tree Lilac	42' R of drive
57	14902 Rosebud Dr	Tree Lilac	20' R of drive
58	14902 Rosebud Dr	Tree Lilac	1
t t	17002 110000000 01	TICE LILGO	40' R of drive

9	14918 Rosebud Dr	Tree Lilac	18' R of drive
80	14918 Rosebud Dr	Tree Lilac	30' L of drive
	Steeple Sugar Maple	5	The second section of the section of
	Tree Lilac	32	
	Rcy Mtn Maple	7	
	Ruby Sunset Maple	16	
	TOTAL TREES	60	

## Exhibit B-4

## South Harbour Street Trees Sidewalk Project Replacement Street

Tree #	Trees	Spring 2025	WORKING
	Address	Species	Location
1	1131 Albemarle Circle	Autumn Gold Ginkgo	20' L drive-Md
-	11017Abbillatte Gilete	Autumn Gold	20 L diive-Ma
. 2	1137 Albemarle Circle	Ginkgo	20' R drive-Md
3	1146 Albemarle Circle	Autumn Gold Ginkgo	20' L of drive-Md
4	1146 Albemarle Circle	Autumn Gold Ginkgo	50' L of drive-Md
5	1147 Albemarle Circle	Autumn Gold Ginkgo	20' R drive-Md
6	<u> </u>	Autumn Gold Ginkgo	20' R drive-Md
7	1140 Beardon Ct	Princeton Elm	20" R drive-Md
8	1132 Beardon Ct	Princeton Elm	20' L drive-Md
9	1130 Beardon Ct	Princeton Elm	20' R drive-Md
10	1130 Beardon Ct	Princeton Elm	25' from corner Xwalk-Md
11	1124 Rutledge Ct	Princeton Elm	45'R drive-Md
12	1114 Rutledge Ct	Princeton Elm	35' L drive-Md
13	1110 Rutledge Ct	Princeton Elm	abt 60' R of S3-Md
14	1108 Albemarle Circle	Autumn Gold Ginkgo	70' L drive-Md
15	1109 Albemarle Circle	Autumn Gold Ginkgo	20' R drive-Md
16	1127 Albemarte Circle	Autumn Gold Ginkgo	20' R drive-Md
17	1129 Albemarle Circle	Autumn Gold Ginkgo	20' R drive-Md
· · · · · · · · · · · · · · · · · · ·	Princeton Elm	7	
	Autumn Gold Ginkgo	10	
	TOTAL TREES	17	



# Proposal for Extra Work at City of Noblesville

Property Name

City of Noblesville

Contact

John Easley

**Property Address** 

1575 Pleasant Street

To

City of Noblesville

Noblesville, IN 46060

**Billing Address** 

10 South 10th St

Noblesville, IN 46060

**Project Name** 

General Street Tree Planting Spring 2025

**Project Description** 

Plant trees per attached plans

Scope of Work

Install 161 trees as described in information provided from City of Noblesville. Trees need planted by May 31 2025.

			Material/Description	Unit Price	Total
16	31.00	EACH	Travel and Load	\$86.05	\$13,853.33
16	31.00	EACH	Plant 2" Caliper Tree (Labor Only)	\$114.73	\$18,471.10
16	31.00	EACH	Mulch Tree 2" Depth with Hardwood Mulch	\$20.18	\$3,248.55
16	31.00	EACH	Install and Fill Gator Bag	\$41.58	\$6,693.95

For internal use only

 SO#
 8617643

 JOB#
 383800189

 Service Line
 130

**Total Price** 

\$42,266.93

#### **TERMS & CONDITIONS**

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform epecifications and dr to bid specifications,
- Work Force: Contractor shall designate a qualified representative with expanence in landscape, maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in
- License and Permits: Contractor shall maintain a Landscape. Contractor's license if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as we II as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise
- Insurance: Confractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other Insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$5,000,000 lmt of liability.
- Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme wealther conditions. If e. earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance bayond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespase, claims and/or damages resulting from work requested that is not on properly owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- 10. Access to Jobeite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related the theoreto, during normal business hours and other reasonable perfods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise agreed to in writing.
- Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdaye advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by or is under common control with Contractor or connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or comprete regressiblestine.
- Disclaimer: This proposal was estimated and priced based upon a site visit and visual Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal if or the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or demages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hild dein defects. Any corrective work proposed herein cannot guarantee exact results, Professional engineering, applications and/or performed controlled in services. contextive work proposed neven cannot guarantee exact (estitis, Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor Any design defects in the Contract Documenta are the sole responsibility of the Customer. If the Customer must engage a licensed engineer architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer

15 Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care

- Tree 8. Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal. sevieu to triesern hazaros such se, but not united to concrete prick filled trunks, metal rods, etc. if requested mechanical grinding of visible tree stump wilb be dons to a defined width and depth below ground level at an additional charge to the Customer. Defined bacidilli and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utilities income so that of work. Contractor is not responsible darrage done to underground utilities such as but not limited to, cables, wires, pipes, and ringation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed walver of liability.

So executing this document. Customer agrees to the formation of a binding contract end to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor par payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS. MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature

Property Manager Stonature Title

John Easley March 05, 2025

Printed Name Date

BrightView Landscapes, LLC "Contractor"

Account Manager

Title

**Bryan Doug** March 05, 2025

Printed Name

Job#: 383800189

SO #: 8617643 Proposed Price: \$42,266,93 LIST OF QUOTERS EXPERIENCE ON PUBLIC WORKS PROJECTS
2025 Spring Street Tree Planting Contract No.:
NOBLESVILLE, INDIANA

The principal Quoter on this project shall exhibit at least five years of progressive work experience on five separate public works projects and contracts that equal or exceed the scope, value and nature of this project.

All projects used to demonstrate experience shall be accompanied with reference and contact information. No blank spaces are to be left.

Failure by a Quoter to comply with the foregoing requirements may result in his quote being disqualified.

Project No. 1 City of Fishers Medians

Begin / Complete Dates 2024 - Ongoing

Project Description

Install landscaping throughout road medians in the City of Fishers

Location

Fishers, Indiana

**Project Contact** 

Name: Eric Steiner

Phone Number: 317-407-1346

Project No. 2: City of Noblesville Street Tree Planting

Begin / Complete Dates 2023 – 2024

**Project Description** 

Plant about 150 trees annually in the City of Noblesville

Location

Noblesville, Indiana

**Project Contact** 

Name: John Easly

Phone Number: 317-776-6348

## Project No. 3 City of Greenfield Landscape Maintenance

Begin / Complete Dates: 2023 - Ongoing

Project Description Annual landscape maintenance on SR 9 medians and downtown landscape beds

Location Greenfield, Indiana

Project Contact Name: Tyler Rankins

Phone Number: 317-447-4380

## **Project No. 4** Hamilton County Highway Departments

Begin / Complete Dates 2020 - Ongoing

Project Description Mowing of right of ways throughout Hamilton County

Location Hamilton County, Indiana

Project Contact Name: Bob Davis

Phone Number: 317-445-9632

## Project No. 5 City of Lafayette

Begin / Complete Dates 2014-Present

Project Description Annual landscape maintenance for the City of Lafayette

Location Lafayette, Indiana

Project Contact Name: Garrett Gaskins

Phone Number: 765-412-3874



## SavATree Carmel Office

4621 E. 146th Street Carmel IN 46033 (317) 846-3778

carmel@savatree.com

Proposal

Prepared For

John Easley

City of Noblesville Urban Forester

Service Address:

Tree Plantings #2 (City-wide, Oakmont, Sommerwood, South Harbour) River r Rd. & Pleasant St. Noblesville IN 46062 **Prepared By** 

Katy Mattson

District Business Developer

kmattson@savavtree.com

**Proposal Details** 

Date: 03/05/2025

Proposal #: 1341722

**Account Key: 9113867** 

## **Recommended Programs**

## Landscape Construction & Installation

\$59,525.00

\$58,358.00

Landscape Planting

Project #2 -161 Trees.

Oakmont, South Harbour, Sommerwood, City Wide-24 trees.

Install trees provided by the City of Noblesville in manner as referenced by the City of Noblesville Street Tree Specifications at locations given in planting spreadsheet.

Mulch each tree 2 inches deep in a circular manner with 3 foot diameter

Hazard: Pedestrians
Hazard: Underground Utility
Obstacle: Busy Street
Obstacle: Cars
Obstacle: Irrigation Obstacle: Sidewalk
Obstacle: Windows

#### **Fuel Surcharge**

Fuel Surcharge

\$1,167.00

**Total Amount** 

Fuel Surcharge:

\$1,167.00

Landscape Construction & Installation:

\$58,358.00

\*Sales tax, if applicable, is included in the program amounts per your local and state tax jurisdiction. Fuel surcharges may apply.

This proposal has been provided to you on a confidential basis. We kindly request that neither this proposal nor any of its contents be reproduced or shared with any competitor without the prior written consent of SavATree.

## Terms & Condition

## Evergreen Clause:

To help maintain a vibrant and healthy landscape, your program is considered CONTINUOUS. This means that your program will remain in our calendar and automatically renew each year, ensuring ongoing professional care for your property. You can, of course, CANCEL AT ANY TIME by contacting us.

#### **OUR BRAND PROMISE:**

We are committed to your complete satisfaction. Should anything not be to your liking please let us know right away so we can make it right.

## Fully Licensed & Insured

## Tree Care Industry Accredited



<u>Testimonials | www.SavATree.com</u>

Plant Health Care:

\$12,040.00

Included in this proposal are 7 services for a total of

\$12,040.00

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# Pricing: City Wide & Neighborhoods (161) Trees

Tree Planting (161 Trees)

\$59,525

Total: \$59,525

# Specifications

All plant health care, including watering, as well as landscape construction and planting, shall be carried out in accordance with the specifications outlined in the documents provided by City of Noblesville.