



Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: April 15, 2025

- ☐ Consent Agenda Item
- ☒ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

ITEM #: 4

INITIATED BY: John Easley

- ☒ Information Attached
- ☐ Verbal
- ☐ No Paperwork at Time of Packets



TO: NAME OF PERSON / COMMITTEE / DEPARTMENT

FROM: John Easley, Urban Forester

CC: Patty Johnson, Christina Miller

SUBJECT: Proposal Quotes for IRA Grant (reimbursable) for planting 147 street trees.

DATE: March 28, 2025

I would like to place the following item on the agenda of the Noblesville Board of Works and Safety for April 15, 2025.

To approve the bidder for planting 147 new street trees and the watering program for 147 new street trees on the rights-of-way along Conner Street, 10th Street, 9th Street, and Christian Avenue. This is part of an approved Federal IRA Grant through IDNR. This is within an approved classified "underserved area".

I sent a RFP to 4 companies and received 4 bids back (1 of those was a decline): \$62,750, \$86,985, and \$94,647.59. I would like to award this project to Davey Tree Expert Company, for \$62,750. Davey Tree Expert Company is an national tree care company with an outstanding reputation for tree knowledge and skill that has been around since 1880.



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 Sixty-two Thousand Seven Hundred and Fifty Dollars (\$62,750.00)

- 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.

- 5.9 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. 10th Street
Noblesville, IN 46060

- 5.11 Disputes. 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.
- 5.12 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.

5.14 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 Contractor's 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 this Agreement on the dates subscribed below.

The Davey Tree Expert Co. ("Contractor")

By: Taylor Rogers

Date: 3/28/25

Printed: Taylor Rogers

Title: Account Manager

City of Noblesville

By: _____

Date: _____

Printed: _____

Title: _____

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 Daley Tree Export Co

By (Written Signature): Taylor Rogers

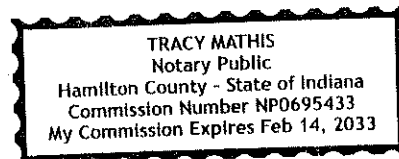
(Printed Name): Taylor Rogers

(Title): Account Manager

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana
COUNTY OF Hamilton

SS:



Subscribed and sworn to before me this 28 day of April March 2025

My commission expires: 2/14/2033 (Signed) [Signature]

a. Residing in Hamilton County, State of INDIANA

Exhibit A

STREET TREE PLANTING SPECIFICATION

2025 SPRING STREET TREE PLANTING

CONTRACT NO.: _____

**FOR IRA GRANT TREE PLANTING OF 147 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.
- I) Watering: Monitor localized rainfall and water accordingly. Trees will receive either 1" of accumulated rainfall per week OR will have gator bags filled twice per week. Watering weeks to occur between the weeks of May 4 and completing the week of September 8th.

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) **Tree Watering Bags** – Contractor will provide and install (at their cost) an appropriately sized watering bag on each installed tree.
- C) **Mulch** – 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 147 trees is included on the spreadsheet for sites located along Conner Street, South 10th Street, South 9th Street, and Christian Avenue East of 10th Street, for Spring 2025 are attached as Exhibits B. Prior to planting the City's URBAN FORESTER will mark specific planting locations on site.
- B) **Delivery** - 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.
- I) **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 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 1/2 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) **Extra holes** - 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) **Watering** - At the time of installation: 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 1st and May 31st require a slow release tree watering bag of size appropriate for each tree. Routine regular watering/refilling of water bags: Monitor localized rainfall and water accordingly. Trees will receive either 1" of accumulated rainfall per week OR will have gator bags filled twice per week. Watering weeks to occur between the weeks of May 4 and completing the week of September 8th, for any installed trees.

- N) **Productivity** - 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 a 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. 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.

The City of Noblesville will pay monthly invoices for the watering portion of the contract within 30 days of receiving the invoice for the month of May, the month of June, the month of July, the month of August, and the month of September.

Exhibit B

IDNR Community and Urban Forestry Assistance Grant - Work Plan Chart

Work Plan for City of Noblesville Project: 2025 City of Noblesville Urban Forestry

Required Information		IRA	GRANT	PROJECT	
New Tree #	Planting Address	Genus	Species	Common Name	Notes
1	215 S. 9th Street	Nyssa	sylvatica	Black Gum	10' R of wm
2	307 S. 9th Street	Nyssa	sylvatica	Black Gum	10' R of wm
3	407 S. 9th Street	Nyssa	sylvatica	Black Gum	25" L of corner
4	453 S. 9th Street	Nyssa	sylvatica	Black Gum	10' L fm walkway
5	469 S. 9th Street	Nyssa	sylvatica	Black Gum	10' L of walkway
6	501 S. 9th Street	Nyssa	sylvatica	Black Gum	40' L fm current F1
7	621 S. 9th Street	Nyssa	sylvatica	Black Gum	30' L fm current F2
8	621 S. 9th Street	Nyssa	sylvatica	Black Gum	20' L of drive
9	621 S. 9th Street	Nyssa	sylvatica	Black Gum	40' R of corner
10	711 S. 9th Street	Nyssa	sylvatica	Black Gum	25' L of corner
11	721 S. 9th Street	Nyssa	sylvatica	Black Gum	30" L fm current F1
12	841 S. 9th Street	Cercis	canadensis	Eastern Redbud	10' R of walkway
13	1139 S. 9th Street	Ulmus	americana	Princeton Elm	20' R fm alley
14	1255 S. 9th Street	Ulmus	americana	Princeton Elm	20' L of alley
15	1297 S. 9th Street	Ulmus	americana	Princeton Elm	10' R of walkway
16	1331 S. 9th Street	Ulmus	americana	Princeton Elm	30' L of current F1
17	1343 S. 9th Street	Ulmus	americana	Princeton Elm	17' L of walkway
18	1369 S. 9th Street	Ulmus	americana	Princeton Elm	30' L of F2 at 1367
19	1429 S. 9th Street	Ulmus	americana	Princeton Elm	30' L of F2 at 1419
20	1455 S. 9th Street	Ulmus	americana	Princeton Elm	20' L of drive
21	1493 S. 9th Street	Ulmus	americana	Princeton Elm	30' L fm F1 at 1475
22	1493 S. 9th Street	Ulmus	americana	Princeton Elm	25' R fm corner
23	1507 S. 9th Street	Ulmus	americana	Princeton Elm	13' L of walkway
24	1597 S. 9th Street	Ulmus	americana	Princeton Elm	23' R of alley
25	1621 S. 9th Street	Ulmus	americana	Princeton Elm	22' R of walkway
26	1621 S. 9th Street	Ulmus	americana	Princeton Elm	30' R fm F1 at 1637
27	1695 S. 9th Street	Ulmus	americana	Princeton Elm	20' L of drive
28	898 Carbon Street	Ulmus	americana	Princeton Elm	90' R fm corner on 9th
29	898 Carbon Street	Ulmus	americana	Princeton Elm	60' R fm corner on 9th
30	1696 S. 9th Street (lot)	Ulmus	americana	Princeton Elm	34' L of corner
31	1696 S. 9th Street (lot)	Ulmus	americana	Princeton Elm	70' L of corner
32	1620 S. 9th Street	Ulmus	americana	Princeton Elm	25' R of walkway
33	1610 S. 9th Street	Ulmus	americana	Princeton Elm	30' L of current F1
34	1602 S. 9th Street	Ulmus	americana	Princeton Elm	27' L of drive
35	1504 S. 9th Street	Ulmus	americana	Princeton Elm	50' R of walkway
36	1504 S. 9th Street	Ulmus	americana	Princeton Elm	20' R of walkway
37	1470 S. 9th Street	Ulmus	americana	Princeton Elm	30' L fm F2 at 1494
38	1470 S. 9th Street	Ulmus	americana	Princeton Elm	33' R of drive

IDNR Community and Urban Forestry Assistance Grant - Work Plan Chart

Required Information		IRA	GRANT	PROJECT	
New Tree #	Planting Address	Genus	Species	Common Name	Notes
39	1448 S. 9th Street	Ulmus	americana	Princeton Elm	30' L fm current F1
40	1428 S. 9th Street	Ulmus	americana	Princeton Elm	73' R of drive at 1408
41	1428 S. 9th Street	Ulmus	americana	Princeton Elm	43' R of drive at 1408
42	1372 S. 9th Street	Ulmus	americana	Princeton Elm	30' R fm current F1
43	1298 S. 9th Street	Ulmus	americana	Princeton Elm	30' L fm current F1
44	1254 S. 9th Street	Ulmus	americana	Princeton Elm	22' R of walkway
45	1102 S. 9th Street	Ulmus	americana	Princeton Elm	27' R fm drive @ North
46	1102 S. 9th Street	Ulmus	americana	Princeton Elm	13' to L of street sign
47	1008 S. 9th Street	Ulmus	americana	Princeton Elm	12' L of walkway
48	960 S. 9th Street	Ulmus	americana	Princeton Elm	30' L of F1 at 998
49	908 S. 9th Street	Ulmus	americana	Princeton Elm	20' R of walkway
50	744 S. 9th Street	Ulmus	americana	Princeton Elm	10' R of wm
51	736 S. 9th Street	Ulmus	americana	Princeton Elm	15' R of walkway
52	736 S. 9th Street	Ulmus	americana	Princeton Elm	10' L of wm
53	708 S. 9th Street	Ulmus	americana	Princeton Elm	8' R of walkway
54	654 S. 9th Street	Ulmus	americana	Princeton Elm	22' L of walkway
55	592 S. 9th Street	Ulmus	americana	Princeton Elm	25' L fm corner
56	592 S. 9th Street	Ulmus	americana	Princeton Elm	10' R of wm
57	592 S. 9th Street	Ulmus	americana	Princeton Elm	16' L of walkway
58	550 S. 9th Street	Ulmus	americana	Princeton Elm	11' L of walkway
59	516 S. 9th Street	Ulmus	americana	Princeton Elm	27' R of walkway
60	456 S. 9th Street	Ulmus	americana	Princeton Elm	20' L of driveway
61	408 S. 9th Street	Ulmus	americana	Princeton Elm	22' L of walkway
62	356 S. 9th Street	Nyssa	sylvatica	Black Gum	28' R of walkway
63	294 S. 9th Street	Nyssa	sylvatica	Black Gum	25' L of x-walk
64	294 S. 9th Street	Nyssa	sylvatica	Black Gum	10' L of walkway
65	212 S. 9th Street	Nyssa	sylvatica	Black Gum	40' L of walkway at 294
66	212 S. 9th Street	Nyssa	sylvatica	Black Gum	71' L of wakway at 294
67	212 S. 9th Street	Nyssa	sylvatica	Black Gum	10' L of wm
68	255 S. 10th Street	Nyssa	sylvatica	Black Gum	9' L of walkway
69	993 Hannibal St	Nyssa	sylvatica	Black Gum	25' L of x-walk
70	993 Hannibal St	Nyssa	sylvatica	Black Gum	15' L of walkway
71	993 Hannibal St	Nyssa	sylvatica	Black Gum	40' West of Xwalk
72	957 Hannibal St	Nyssa	sylvatica	Black Gum	8' East of walkway
73	957 Hannibal St	Nyssa	sylvatica	Black Gum	20' East of alley
74	363 S. 10th Street	Nyssa	sylvatica	Black Gum	10' L of wm
75	407 S. 10th Street	Nyssa	sylvatica	Black Gum	23' L of N. drive
76	407 S. 10th Street	Nyssa	sylvatica	Black Gum	20' L of S. drive
77	407 S. 10th Street	Nyssa	sylvatica	Black Gum	25' R of x-walk
78	593 S. 10th Street	Nyssa	sylvatica	Black Gum	20' R of drive
79	607 S. 10th Street	Nyssa	sylvatica	Black Gum	63' L of corner

IDNR Community and Urban Forestry Assistance Grant - Work Plan Chart

Required Information					
IRA		GRANT		PROJECT	
New Tree #	Planting Address	Genus	Species	Common Name	Notes
80	673 S. 10th Street	Nyssa	sylvatica	Black Gum	17' L of walkway
81	709 S. 10th Street	Nyssa	sylvatica	Black Gum	35' L fm corner
82	839 S. 10th Street	Nyssa	sylvatica	Black Gum	10' L of walkway
83	859 S. 10th Street	Nyssa	sylvatica	Black Gum	10' R of walkway
84	875 S. 10th Street	Nyssa	sylvatica	Black Gum	10' L of walkway
85	897 S. 10th Street	Nyssa	sylvatica	Black Gum	9' R of walkway
86	907 S. 10th Street	Nyssa	sylvatica	Black Gum	8' L of walkway
87	935 S. 10th Street	Nyssa	sylvatica	Black Gum	13' R of walkway
88	965 S. 10th Street	Nyssa	sylvatica	Black Gum	15' L of walkway
89	997 S. 10th Street	Nyssa	sylvatica	Black Gum	10' L of wm
90	1001 S. 10th Street	Nyssa	sylvatica	Black Gum	10' L of wm
91	1101 S. 10th Street	Nyssa	sylvatica	Black Gum	10' R of speed sign
92	1101 S. 10th Street	Nyssa	sylvatica	Black Gum	36' L fm power post
93	1101 S. 10th Street	Nyssa	sylvatica	Black Gum	70' L of S. Drive
94	1101 S. 10th Street	Nyssa	sylvatica	Black Gum	100' L of S. drive
95	1148 S. 10th Street	Nyssa	sylvatica	Black Gum	12' L wm
96	1098 S. 10th Street	Nyssa	sylvatica	Black Gum	25' L of corner
97	1036 S. 10th Street	Nyssa	sylvatica	Black Gum	32' L of alley
98	998 S. 10th Street	Nyssa	sylvatica	Black Gum	32' L fm walkway
99	898 S. 10th Street	Nyssa	sylvatica	Black Gum	15' L of wm
100	716 S. 10th Street	Nyssa	sylvatica	Black Gum	33' R fm corner
101	672 S. 10th Street	Nyssa	sylvatica	Black Gum	19' R of walkway
102	654 S. 10th Street	Nyssa	sylvatica	Black Gum	10' L of wm
103	628 S. 10th Street	Nyssa	sylvatica	Black Gum	13' R of walkway
104	612 S. 10th Street	Nyssa	sylvatica	Black Gum	13' L of walkway
105	598 S. 10th Street	Nyssa	sylvatica	Black Gum	13' L of walkway
106	584 S. 10th Street	Nyssa	sylvatica	Black Gum	7' L of walkway
107	516 S. 10th Street	Nyssa	sylvatica	Black Gum	30' S of corner
108	416 S. 10th Street	Nyssa	sylvatica	Black Gum	6' R of walkway
109	Seminary Pk on 10th St	Nyssa	sylvatica	Black Gum	35' L of x-walk
110	Seminary Pk on 10th St	Nyssa	sylvatica	Black Gum	75' L of x-walk
111	Seminary Pk on 10th St	Nyssa	sylvatica	Black Gum	115' L of Xwalk
112	Seminary Pk on Hannibal	Ulmus	americana	Princeton Elm	30' West of 11th on Hannibal
113	298 S. 10th Street	Nyssa	sylvatica	Black Gum	30' L fm F1
114	198 S. 10th Street	Nyssa	sylvatica	Black Gum	25' North of Xwalk
115	1309 Conner Street	Ulmus	americana	Princeton Elm	East property line
116	1339 Conner Street	Ulmus	americana	Princeton Elm	10' R of streetlight
117	1449 Conner Street	Nyssa	sylvatica	Black Gum	20' R of drive
118	1523 Conner Street	Cercis	canadensis	Eastern Redbud	20' R of drive
119	1523 Conner Street	Cercis	canadensis	Eastern Redbud	40' R of drive
120	1592 Conner Street	Cercis	canadensis	Eastern Redbud	18' L of fire hydrant

IDNR Community and Urban Forestry Assistance Grant - Work Plan Chart

Required Information		IRA GRANT		PROJECT	
New Tree #	Planting Address	Genus	Species	Common Name	Notes
121	1448 Conner Street	Nyssa	sylvatica	Black Gum	30' R of F1
122	1448 Conner Street	Nyssa	sylvatica	Black Gum	42' L of F4
123	1448 Conner Street	Nyssa	sylvatica	Black Gum	38' L of F5
124	1296 Conner Street	Nyssa	sylvatica	Black Gum	10' L of storm inlet
125	1284 Conner Street	Nyssa	sylvatica	Black Gum	East property line
126	1284 Conner Street	Nyssa	sylvatica	Black Gum	West property line
127	1094 Conner Street	Nyssa	sylvatica	Black Gum	34' L of corner
128	1097 Christian Avenue	Nyssa	sylvatica	Black Gum	12' L of walkway
129	1197 Christian Avenue	Nyssa	sylvatica	Black Gum	12' R of walkway
130	1197 Christian Avenue	Nyssa	sylvatica	Black Gum	8' L of walkway
131	1239 Christian Avenue	Nyssa	sylvatica	Black Gum	20' L of alley
132	1267 Christian Avenue	Nyssa	sylvatica	Black Gum	10' L of walkway
133	1309 Christian Avenue	Nyssa	sylvatica	Black Gum	10' L of walkway
134	1335 Christian Avenue	Nyssa	sylvatica	Black Gum	10' L of walkway
135	1353 Christian Avenue	Nyssa	sylvatica	Black Gum	25' R of Setzer Street
136	1308 Christian Avenue	Nyssa	sylvatica	Black Gum	10' R walkway
137	1334 Christian Avenue	Nyssa	sylvatica	Black Gum	10' L of walkway
138	1284 Christian Avenue	Nyssa	sylvatica	Black Gum	20' L of 13th Street
139	1284 Christian Avenue	Nyssa	sylvatica	Black Gum	10' L of walkway
140	1268 Christian Avenue	Nyssa	sylvatica	Black Gum	8' R of walkway
141	1240 Christian Avenue	Nyssa	sylvatica	Black Gum	20' R of alley
142	1240 Christian Avenue	Nyssa	sylvatica	Black Gum	50' R of alley
143	1208 Christian Avenue	Nyssa	sylvatica	Black Gum	20' L of alley
144	1174 Christian Avenue	Nyssa	sylvatica	Black Gum	20' R of alley
145	1196 Christian Avenue	Nyssa	sylvatica	Black Gum	8' R of walkway
146	1152 Christian Avenue	Nyssa	sylvatica	Black Gum	at West property line
147	1080 Christian Avenue	Nyssa	sylvatica	Black Gum	8' R of wm



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. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 200 Public Square, Suite 3760 Cleveland, OH 44114-1824	CONTACT NAME: Marsh U.S. Operations & Technology PHONE (A/C, No, Ext): (866) 966-4664 E-MAIL ADDRESS: Cleveland.CertRequest@marsh.com FAX (A/C, No):
143401 COMM Joost	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED The Davey Tree Expert Company 1500 N. Mantua Street Kent, OH 44240	NAIC # 24147

COVERAGES **CERTIFICATE NUMBER:** CLE-007336493-01 **REVISION NUMBER:** 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MWZY 314042 24	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		MWTB 314041 24	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	MWC 314040 24 (AOS)	09/01/2024	09/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	Excess Workers Compensation		MWXS 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 / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: City of Noblesville Arborist Licensing.

The City of Noblesville is/are included as Additional Insured(s) as respects General Liability and Automobile Liability where required by written contract or agreement and only as respects operations performed on their behalf by the Named Insured. Coverage includes waiver of subrogation where required by written contract on General Liability, Auto Liability, and Workers Compensation coverage.

CERTIFICATE HOLDER

The City of Noblesville
Attn: John Easley
1575 Pleasant Street
Noblesville, IN 46060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

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AGENCY CUSTOMER ID: CN101565730

LOC #: Cleveland

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY MARSH USA LLC.		NAMED INSURED The Davey Tree Expert Company 1500 N. Mantua Street Kent, OH 44240
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation does not apply in MN. Coverage is obtained from Workers Compensation reinsurance association (W.C.R.A.) as required by the state. Minnesota
Employers Liability is covered by policy number MWC 314040 24.

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

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:

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- 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

Enhancement Services

PLANTING

Thank you for your interest in The Davey Tree Expert Company ("Davey"). Listed below are the services we propose for the above referenced location.

PROPOSAL OVERVIEW: DAVEY TREE PROPOSES TO PLANT TREES AND WATER ACCORDING TO "STREET TREE PLANTING SPECIFICATION 2025 IRA". THE CITY OF NOBELSVILLE WILL PROVIDE ALL TREE STOCK. DAVEY WILL PROVIDE ALL OTHER EQUIPMENT AND MATERIAL NECESSARY TO COMPLETE THE JOB ACCORDING TO SPECIFICATIONS.

a. Tree Planting (147) \$36,750.00

b. Watering

OPTION A—Filling Water Bags (38 biweekly occurrences) \$49,400.00

OPTION B— Monitor localized rainfall and water accordingly. \$26,000.00

 Trees will either receive 1" of accumulated rainfall
 per caliper inch of tree OR will have gator bags filled
 twice per week. Watering weeks to occur between the
 Week of May 4 and completing the week of September 8th.

TOTAL COST (OPTION A): \$86,150.00 _____

TOTAL COST (OPTION B): \$62,750.00 _____

Proposal for Extra Work at City of Noblesville

Property Name	City of Noblesville	Contact	John Easley
Property Address	1575 Pleasant Street Noblesville, IN 46060	To	City of Noblesville
		Billing Address	10 South 10th St Noblesville, IN 46060

Project Name IRA Grant Street Tree Planting Spring 2025

Project Description Plant trees per attached plans

Scope of Work

Install 147 trees as described in information provided from City of Noblesville. Trees need planted by May 31 2025. Watering as described in specifications is included.

QTY	UoM/Size	Material/Description	Unit Price	Total
Tree Planting				Subtotal \$39,449.46
147.00	EACH	Travel and Load	\$86.05	\$12,648.69
147.00	EACH	Plant 2" Caliper Tree (Labor Water)	\$114.73	\$16,864.91
147.00	EACH	Mulch Tree 2" Depth with Hardwood Mulch	\$20.18	\$2,966.06
147.00	EACH	Install and Fill Gator Bag - 20 Gallon	\$47.41	\$6,969.80
Watering				Subtotal \$55,198.13
38.00	EACH	Watering - 1 Time for 147 trees	\$1,147.27	\$43,596.36
1.00	LUMP SUM	Trash pump with hoses and fittings	\$668.75	\$668.75
19.00	WEEK	Truck Rental	\$575.42	\$10,933.02

For Internal use only

SO# 8616658
JOB# 383800189
Service Line 130

Total Price \$94,647.59

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
8046 Castleway Dr, Indianapolis, IN 46250 ph. (317) 845-9943 fax (317) 913-3163



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 #1 (Conner St. along 9th & 10th)
Conner St & S. 10th St. Noblesville IN 46060

Prepared By

Katy Mattson

District Business Developer

kmattson@savavtree.com

Proposal Details

Date: 02/27/2025

Proposal #: 1341520

Account Key: 9109718

Recommended Programs

Plant Health Care

\$20,640.00

Nutrient Treatments:

ArborWatering Treatment - 01

\$1,720.00

Unusually warm temperatures and drought conditions will subject your landscape to severe stress. Without properly timed, measured amounts of water the effects of drought can result in the long term decline of your trees and shrubs.

Service Details: Project #1 147 Trees.
9th street, 10th street, and Conner street.

ArborWatering Treatment - 02

\$1,720.00

Service Details: Project #1 147 Trees.
9th street, 10th street, and Conner street.

ArborWatering Treatment - 03

Service Details: Project #1 147 Trees.
9th street, 10th street, and Conner street.

\$1,720.00

ArborWatering Treatment - 04

Service Details: Project #1 147 Trees.
9th street, 10th street, and Conner street.

\$1,720.00

ArborWatering Treatment - 05

Service Details: Project #1 147 Trees.
9th street, 10th street, and Conner street.

\$1,720.00

ArborWatering Treatment - 06

Service Details: Project #1 147 Trees.
9th street, 10th street, and Conner street.

\$1,720.00

ArborWatering Treatment - 07

\$1,720.00

Service Details: Project #1 147 Trees.
9th street, 10th street, and Conner street.

ArborWatering Treatment - 08 **\$1,720.00**

Service Details: Project #1 147 Trees.
9th street, 10th street, and Conner street.

ArborWatering Treatment - 09 **\$1,720.00**

Service Details: Project #1 147 Trees.
9th street, 10th street, and Conner street.

ArborWatering Treatment - 10 **\$1,720.00**

Service Details: Project #1 147 Trees.
9th street, 10th street, and Conner street. Noblesville 147

ArborWatering Treatment - 11 **\$1,720.00**

Service Details: Project #1 147 Trees.
9th street, 10th street, and Conner street.

ArborWatering Treatment - 12 **\$1,720.00**

Service Details: Project #1 147 Trees.
9th street, 10th street, and Conner street.

Landscape Construction & Installation **\$54,305.00**

Landscape Planting **\$53,240.00**

Project #1 147 Trees.
9th street, 10th street, and Conner street.

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

Install watering bag on each tree.

Hazard: Pedestrians

Hazard: Underground Utility

Obstacle: Busy Street

Obstacle: Cars

Obstacle: Irrigation Obstacle: Sidewalk

Obstacle: Windows

Fuel Surcharge

Fuel Surcharge **\$1,065.00**

Total Amount

Fuel Surcharge : **\$1,065.00**

Landscape Construction & Installation : **\$53,240.00**

Plant Health Care : \$20,640.00

Included in this proposal are 13 services for a total of \$74,945.00

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

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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



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