

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.
- 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 IL DUTIES OF CONTRACTOR

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

#### SECTION IIL 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

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 Ownershin.

- 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.
- 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 <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.
- Force Maieure. 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 <u>Waiver.</u> 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.
- 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 the below.  The Davey Tree Expert (a ("Contractor"))	is Agreement on the dates subscribed
By: Tought for	Date: 3/28/25
Printed: Aylor Kogers	
Printed: Taylor Rogers Title: Account Munager	
City of Noblesville	
By:	Date;
Printed:	
Title:	

All of which is approved by the Board of Public Works and Sa	fety of the City of Noblesville this2025.
JACK MARTIN, PRESIDENT	
JOHN DITSLEAR, MEMBER	
LAURIE DYER, MEMBER	
ROBERT J. ELMER, MEMBER	
IN A Sails	

ATTEST:

EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

#### 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 B-Verify program.

(Contractor):	The D	Party Iree	Expert Co	And the state of t
By (Written Sign	ature):	gli fr		
(Printed Name):				
(Title):	Ac	count Ma	nager	or common legis in the contract to the contract of the contrac
<u> Important - Nota</u>	Signature a	nd Seal Reywired	in the Sugge Below	
STATE OF			SS:	TRACY MATHIS Notary Public Hamilton County - State of Indiana Commission Number NP0695433 My Commission Expires Feb 14, 2033
Subscrib 20 <u>25</u> My commission			11	PRIL March TM
a. Residing	in Hau	LTON	County, Sta	te of Judiana

### 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.
- 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) <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 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) <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 bail. 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.
- 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) <u>Surplus excavation</u> 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 guilled 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) <u>Backfilling</u> 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) <u>Mulching</u> 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. <u>Tree's</u> 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.
- Matering 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 1<sup>st</sup> and May 31<sup>st</sup> 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<sup>st</sup> 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) <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 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

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

Require	ed Information	IRA	GRANT	PROJECT	
New Tree #		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 comer
10	711 S. 9th Street	Nyssa	sylvatica	Black Gum	25' L of corner
11	721 S. 9th Street	Nyssa	sylvatica	Black Gum	30" L fin 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 fin 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 fin F1 at 1637
27	1695 S. 9th Street	Ulmus	americana	Princeton Elm	20' L of drive
28	898 Carbon Street	Ulmus	americana	Princeton Elm	Married Street, St. Street, St.
29	898 Carbon Street	Ulmus	americana	Princeton Elm	90' R fin corner on 9th 60' R fin 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 Assisitance Grant - Work Plan Chart

Required Information				PROJECT		
.New Tree #	Planting Address	Genus	Species	Common Name	Notes	
39	1448 S. 9th Street	Ulmus	americana	Princeton Elm	30' L fin 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 fin current F1	
43	1298 S. 9th Street	Ulmus	americana	Princeton Elm	30' L fin 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		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		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	*nine succ	20' East of alley	
74	363 S: 10th Street	Nyssa	sylvatica		10' L of wm	
75	407 S. 10th Street	Nyssa	sylvatica		23' L of N. drive	
76	407 S. 10th Street	Nyssa	sylvatica	ADDRESS AND ADDRES	20' L of S. drive	
77	407 S. 10th Street	Nyssa	sylvatica		25' R of x-walk	
78	593 S. 10th Street	Nyssa	sylvatica		20' R of drive	
79	607 S.: 10th Street	Nyssa	sylvatica	The state of the s	63' L of corner	

IDNR Community and Urban Forestry Assisitance Grant - Work Plan Chart

Require	ed Information	IRA	GRANT	PROJECT	
New					
Tree #	Planting Address	Genus"	- Species 3	Common Name	Notes >
	A second		1. 20	CommoniName	
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	
. 99	898 S. 10th Street	Nyssa	sylvatica	Black Gum	32' L fm walkway 15' L of wm
100	716 S. 10th Street	Nyssa	sylvatica	Black Gum	I STATE OF THE PARTY OF THE PAR
101	672 S. 10th Street	Nyssa	sylvatica	Black Gum	33' R fin corner
102	654 S. 10th Street	Nyssa	sylvatica	Black Gum	19' R of walkway
103	628 S. 10th Street	Nyssa	sylvatica	Black Gum	10' L of wm
104	612 S. 10th Street	Nyssa	sylvatica	Black Gum	13' R of walkway
105	598 S. 10th Street	Nyssa	sylvatica	Black Gum	13' L of walkway
106	584 S. 10th Street	Nyssa	sylvatica	Black Gum	13' L of walkway
107	516 S. 10th Street	Nyssa	sylvatica	Black Gum	7' L of walkway
108	416 S. 10th Street	Nyssa	sylvatica	Black Gum	30' S of corner
109	Seminary Pk on 10th St	Nyssa	sylvatica	Black Gum	6' R of walkway
110	Seminary Pk on 10th St	Nyssa	sylvatica	Black Gum	35' L of x-walk
111	Seminary Pk on 10th St	Nyssa	sylvatica		75' L of x-walk
112	Seminary Pk on Hannibal	Ulmus	americana	Black Gum	115' L of Xwalk
113	298 S. 10th Street	Nyssa	sylvatica	Princeton Elm Black Gum	30' West of 11th on Hanniba
114	198 S. 10th Street	Nyssa	sylvatica	Black Gum	30' L fin F1
115	1309 Conner Street	Ulmus	americana	The second secon	25' North of Xwalk
116	1339 Conner Street	Ulmus	americana	Princeton Elm	East property line
117	1449 Conner Street	Nyssa	sylvatica	Princeton Elm	10 R of streetlight
118	1523 Conner Street	Cercis	canadensis	Black Gum	20' R of drive
119	1523 Conner Street	Cercis	-	Eastern Redbud	20' R of drive
120	1592 Conner Street	Cercis	canadensis canadensis		40' R of drive 18' L of fire hydrant

# IDNR Community and Urban Forestry Assisitance 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(les) must have ADDITIONAL INSURED provisions or be endorsed.

	DUCER			CONTAC NAME:	T Marst	U.S. Operation	ns & Technology		
	MARSH USA LLC. 200 Public Square, Suite 3760			PHONE	(000)	966-4664	FAX (A/C No		
	Cleveland, OH 44114-1824			(A/G, No.	JERONJA, Y/			:	
				ADDRES		land.CertReques			
	142401	COUL	lanet				RDING COVERAGE		NAIC#
INGI	143401 JRED	COMM	Joost			ilic Insurance Co	mpany		24147
1140	The Davey Tree Expert Company		INSURER						
	1500 N. Mantua Street Keni, OH 44240			INSURER	C:				
	TOTAL OF THEFO			INSURER	D:				
				INSURER	E:				
_				INSURER	F:				
			E NUMBER:		07336493-01		REVISION NUMBER:	8	
C	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN.	INT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	I OF ANY DED BY T BEEN RE	CONTRACT HE POLICIE EDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPI	CT Y	O MUICH THIS
LTR		INSD WYD	POLICY NUMBER		POLICY EFF MM/DD/YYYY)	POLICY EXP	LIM	TS	
Α	X COMMERCIAL GENERAL LIABILITY		MWZY 314042 24		09/01/2024	09/01/2025	EACH OCCURRENCE	\$	5,000,000
	CLAIMS-MADE X OCCUR						PREMISES En occurrence	\$	5,000,000
							MED EXP (Any one person)	\$	25,000
							PERSONAL & ADV INJURY	\$	5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	5,000,000
	X POLICY PRO-						PRODUCTS - COMP/OP AGG	\$	5,000,000
	OTHER:						- Worker	\$	
Α	AUTOMOBILE LIABILITY		MWTB 314041 24	(	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT	\$	5,000,000
	X ANY AUTO					BÓDILY INJURY (Per person)	\$	-,,,	
	OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident	\$	
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE Per accident	\$		
							T or avoident	\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTIONS						The same of the sa	\$	
Α	WORKERS COMPENSATION		MWC 314040 24 (AOS)	(	09/01/2024	09/01/2025	X PER OTH-	1	
	AND EMPLOYERS' LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE				l		E.L. EACH ACCIDENT	s	5,000,000
	OFFICER/MEMBEREXCLUDED? N (Mandatory in NH)	R/MEMBEREXCLUDED? N N A					E.L. DISEASE - EA EMPLOYEE		5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	1					E.L. DISEASE - POLICY LIMIT		5,000,000
Α	Excess Workers Compensation		MWX\$ 314043 24 (NC, OH, PA,	WA) (	09/01/2024	09/01/2025	Workers Compensation	\$	
A	SIR: \$5,000,000								Statutory
^	Sir. \$5,000,000		10 10 10 10 10 10 10 10 10 10 10 10 10 1	09/01/2024 09/01/2025		Employer's Liability		1,000,000	
Re:	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC City of Noblesville Arborist Licensing. City of Noblesville is(are) included as Additional Insubehalf by the Named Insured. Coverage includes w	red(s) as resp	pects General Liability and Automob	oile Liability v	vhere required t	y written contract	tor agreement and only as respec	its opera	ations performed on
CEF	RTIFICATE HOLDER			CANCE	LLATION				
_									
	The City of Noblesville Attn: John Easley 1575 Pleasant Street Noblesville, IN 46060			THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I Y PROVISIONS.	ANCE BE D	LLED BEFORE ELIVERED IN
	Nublesville, IN 40000				AUTHORIZED REPRESENTATIVE				

of Marsh USA LLC

AGENCY CUSTOMER ID: CN101565730

LOC #: Cleveland



# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

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

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

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

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### NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

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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



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

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# **Proposal for Extra Work at City of Noblesville**

**Property Name** 

City of Noblesville

Contact

John Easiey

**Property Address** 

1575 Pleasant Street Noblesville, IN 46060

To

City of Noblesville

**Billing Address** 

10 South 10th St

Nobiesville, 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	3			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



#### SavATree Carmel Office

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

carmel@savatree.com

**Proposal** 

**Prepared For** 

John Easley

w<sub>10</sub>

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 #: 1341520

**Proposal Details** 

Date: 02/27/2025

**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

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

\$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 #1147 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

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

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 \$1,085,00

**Total Amount** 

\$1,720.00

\$54,305.00

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.

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, CANCELAT 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

