

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2020-0171

Innoprise Contract #: C20-0049

Year: 2020+

Amount:

Department: Parks & Grounds - Mike Mazza

Contract Type: Master Agreement - Maintenance

Contractors Name: Davey Resource Group, Inc.

Contract Description: Ecological Restoration Services

1. Exhibit B: C21-0007 2020-0845 Arbor Ridge Pond Shoreline Stewardship Renewal 2021-2023
2. Master Agreement - 2020-0171 - Backdated MSA to initial contract date April 1, 2020. The fully executed contract was not found so PW worked with KTJ and VMO to reissue a fully executed contract.
3. Exhibit B: Legistar 2022-0287 / Contract #2022023 - Stormwater System Shrub Removal in the amount of \$144,950.00.
4. Exhibit B: Legistar 2023-0651/Contract #20230352 - Grasslands Site Preservation in the amount of \$38,314.00.
5. Exhibit B: 5/22/2024/Contract #20240316 - 2024 Olde Mill Landscape Maintenance.

Exhibit B



5/22/24

Mike Mazza
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

Re: Olde Mill Natural Area Maintenance

Dear Mike,

Thank you for contacting Davey Resource Group, Inc., "DRG" to provide you with this proposal to complete the scope of services listed below at the Olde Mill Natural Area in Orland Park, IL. This proposal is inclusive of all labor, material, and equipment required to perform native plant maintenance tasks.

Scope of Work

2024 Base Scope: Proposal includes two (2) stewardship visits throughout the 2024 growing season, one in July and one in September.

Alternate 1: Includes cost of seed material and broadcast installation

Alternate 2: Includes cost of seed material and broadcast installation

All work shall be completed by December 1, 2024.

Alternate 3: Includes cost of seed material, soil prep, and broadcast installation

Alternate 4: Includes cost of seed material, soil prep, and broadcast installation

Alternate 5: Proposal includes two (2) stewardship visits throughout the 2024 growing season, one in July and one in September. Cost of seed and installation included. Assumed work will be performed along with the base scope

- Stewardship/Management of Native Landscapes:

Visits for stewardship will be made throughout the growing season to control weeds within the BMP basin/native landscape. Control methods will include hand cutting, pulling, selective mowing, and herbicide application as appropriate. Stewardship efforts will focus on particular weed problems as they arise throughout the season and will be directed by the recommendations of the field supervisor.

All work is done under the general supervision of a field supervisor. Our field staff is uniformed and supervised by working foreman. All vehicles and equipment are marked with the company logo. This allows you the assurance of easy identification of our equipment and personnel.

This proposal can be implemented by either issuing a purchase order, or by signing the Authorization to Proceed below and returning to our office. Please feel free to only choose the line items for the work you would like DRG to perform at this time.

If you have any questions or wish to arrange for a meeting to discuss this scope of work and more specifically the treatment methods and areas, please call me at 630.559.2035. Thank you for allowing DRG the opportunity to work with you.

Sincerely,

Jake Kyrias-Gann
Senior Associate Consultant
Davey Resource Group, Inc.
www.daveyresourcegroup.com

Corporate Headquarters

295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

Local Office

910 S. Riverside Drive, Suite 5
Elmhurst, IL 60126
630.559.2035

PROPOSER SUMMARY SHEET

2024 Olde Mill Natural Area Maintenance

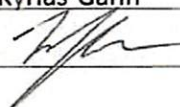
Business Name: Davey Resource Group
Street Address: 910 S. Riverside Dr, Suite 5
City, State, Zip: Elmhurst, IL 60126
Contact Name: Jake Kyrias-Gann
Title: Senior Associate Consultant
Phone: 630.407.4710 Fax: 630.559.2040
E-Mail Address: jake.kyriasgann@davey.com

Price Proposal

2024 Base Services: \$ 5990
Alternate 1: \$ 1690
Alternate 2: \$ 2160
Alternate 3: \$ 2100
Alternate 4: \$ 2580
Alternate 5: \$ 3170

Grand Total Proposal Price: \$ 17690

Authorization and Signature

Name of Authorized Signee: Jake Kyrias-Gann
Signature of Authorized Signee: 
Title: Senior Associate Consultant Date: 5/22/24

Approved and Accepted by:
Village of Orland Park

E-SIGNED by Jim Culotta
on 2024-06-12 14:13:00 GMT

Jim Culotta
Assistant Village Manager

Date: June 12, 2024

Village of Orland Park
2024 Olde Mill Natural Area Maintenance – Scope of Work
5/9/2024

Project Location

Between Millers Way and Deer Trail Court, East of 108th Avenue



Figure 1. Project location

Background

The Village of Orland Park recently completed the following public access improvements at Doctor Marsh.

- Two naturalized detention basins
- Riparian vegetation improvements
- Mesic prairie buffer establishment

Other existing site features include the following.

- Creek channel
- Asphalt path

Scope of Work

The Village of Orland Park desires to retain a Contractor to complete additional site work associated with ecological restoration and management, enhancing public health/safety/welfare, and enhancing the visitor experience. The following BASE services, and ALTERNATE services as budget allows, are desired. Please also refer to attached Plan.

BASE Services

- Remove and control the presence of invasive species on site, including invasive forbs, grasses and woody species. Treatment of invasive species will include both mechanical and chemical intervention, and will target invasive species including, but not limited to, common reed, reed canary grass, sweet clover and teasel.

ALTERNATE Services

1. Overseeding approximately 1 acre of riparian area.
 - a. Broadcast overseeding into existing vegetation. Seeding of native material shall include installation of a native seed mix containing a non-allelopathic cover crop, not less than 5 pounds per acre of a minimum of three perennial native grasses, and not less than 1.5 pounds per acre of a minimum of 7 perennial native forbs, with a preference for showier pollinator-friendly species (e.g., lobelia, arrow arum, wild bergamot, marsh milkweed, New England Aster, etc.). Post installation management to control weeds and encourage growth of desirable species will be required. Final seed mix shall be subject to review and approval of the Village.
2. Overseeding approximately 1 acre of mesic prairie buffer area
 - a. Broadcast overseeding into existing vegetation. Seeding of native material shall include installation of a native seed mix containing a non-allelopathic cover crop, not less than 5 pounds per acre of a minimum of three perennial native grasses, and not less than 1.5 pounds per acre of a minimum of 7 perennial native forbs, with a preference for showier pollinator-friendly species (e.g., yellow coneflower, purple coneflower, wild bergamot, milkweed, showy tick-trefoil, New England Aster, etc.). Post installation management to control weeds and encourage growth of desirable species will be required. Final seed mix shall be subject to review and approval of the Village.
3. Reseeding approximately 1 acre of riparian area where previous seeding attempts have not been successful or have failed.
 - a. Light soil preparation (i.e. tilling) shall be performed prior to seeding. Seeding of native material shall include installation of a native seed mix containing a non-allelopathic cover crop, not less than 10 pounds per acre of a minimum of three perennial native grasses, and not less than three pounds per acre of a minimum of 7 perennial native forbs, with a preference for showier pollinator-friendly species (e.g., lobelia, arrow arum, wild bergamot, marsh milkweed, New England Aster, etc.). Post installation management to control weeds and encourage growth of desirable species will be required. Final seed mix shall be subject to review and approval of the Village. Erosion control measures shall be placed wherever erosion may be an issue.

4. Reseeding approximately 1 acre of mesic prairie buffer area.
 - a. Light soil preparation (i.e. tilling) shall be performed prior to seeding. Seeding of native material shall include installation of a native seed mix containing a non-allelopathic cover crop, not less than 10 pounds per acre of a minimum of three perennial native grasses, and not less than three pounds per acre of a minimum of 7 perennial native forbs, with a preference for showier pollinator-friendly species (e.g., yellow coneflower, purple coneflower, wild bergamot, milkweed, showy tick-trefoil, New England Aster, etc.). Post installation management to control weeds and encourage growth of desirable species will be required. Final seed mix shall be subject to review and approval of the Village. Erosion control measures shall be placed wherever erosion may be an issue.
5. Managing the 108th Avenue embankment area and invasive species control, selective clearing, and native seeding.
 - a. Invasive species control shall focus on control of invasive herbaceous weeds including, but not limited to, common reed, reed canary grass, sweet clover and teasel through herbicide application and cutting.
 - b. Selective clearing shall consist of cutting non-native woody species including but not limited to buckthorn, honeysuckle, and autumn olive; cutting aggressive weedy native woody species including but not limited to buckthorn, honeysuckle; application of herbicide to cut stumps; removal and disposal of cut brush; follow-up cutting and/or herbicide application to address resprouts and new growth after initial cutting.
 - c. Native seeding shall include soil preparation (e.g., light tilling and/or fine grading as necessary); installation of a native seed mix containing a non-allelopathic cover crop, not less than 10 pounds per acre of a minimum of three perennial native grasses, and not less than three pounds per acre of a minimum of 7 perennial native forbs, with a preference for showier pollinator-friendly species (e.g., yellow coneflower, purple coneflower, wild bergamot, milkweed, showy tick-trefoil, New England Aster, etc.); erosion control (e.g., straw erosion control blanket, crimped straw mulch, or hydromulch) on disturbed bare soils (may not be necessary if no-till seeding is utilized); and post installation management to control weeds and encourage growth of desirable species. Final seed mix shall be subject to review and approval of the Village.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2023

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	
	PHONE (A/C, No, Ext): (866) 966-4664 FAX (A/C, No):	
	E-MAIL ADDRESS: Cleveland.CertRequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
104550 RESOU Grant	INSURER A : Old Republic Insurance Company	24147
INSURED Davey Resource Group, Inc. 295 S. Water Street, Suite 300 Kent, OH 44240	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

CLE-006930702-03

REVISION NUMBER: 2

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 WVD	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:	X	X	MWZY 314042 23	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 4,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
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	X	X	MWTB 314041 23	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 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 N	X	MWC 314040 23 (AOS)	09/01/2023	09/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,500,000 E.L. DISEASE - EA EMPLOYEE \$ 2,500,000 E.L. DISEASE - POLICY LIMIT \$ 2,500,000
A	Excess Workers Compensation			MWXS 314043 23 (NC, OH, PA, WA)	09/01/2023	09/01/2024	Workers Compensation Statutory
A	SIR: \$5,000,000			MWXS 316391 23 (CA)	09/01/2023	09/01/2024	Employer's Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents 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. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured where required by written contract, subject to policy terms and conditions. Coverage includes waiver of subrogation where required by written contract on General Liability, Auto Liability, and Workers Compensation coverage.

CERTIFICATE HOLDER

Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462

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

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 Davey Resource Group, Inc. 295 S. Water Street, Suite 300 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 23.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Insurance Company: Old Republic Insurance Company

Policy Number: MWTB 314041 23

Effective Date: 09/01/23

Expiration Date: 09/01/24

Named Insured: The Davey Tree Expert Company

Add the following to SECTION II - LIABILITY COVERAGE, 1. Who Is An Insured, a.:

any person or organization for whom you have agreed under contract or agreement to provide insurance. However, the insurance provided shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided exceed the scope of coverage and/or limits required by said contract or agreement.

CA 385 014 0909

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.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations as required by contract or agreement.

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, paragraph 1. Who Is An Insured is amended to include the person(s) or organization(s) shown in the above Schedule as an additional "insured", but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).

B. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the "insured" person(s) or organization(s) shown in the above Schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:

~~All persons or organizations as required by contract or agreement~~

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET WHERE REQUIRED UNDER CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an insured any person, organization, state or other political subdivision, trustee or estate to whom you are obligated in written contract with respect to liability arising out of your operations or premises owned or rented to you;

Applies only to coverage and limits of insurance required by the written agreement, but in no event exceed either the scope of coverage or the limits of insurance provided by this policy; and

Does not apply to those for whom you have procured separate liability insurance.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

All persons or organizations as required by contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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 23

09/01/22 TO 09/01/23

POLICY NUMBER: MWC 314040 23

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED BY CONTRACT AND WHERE PERMITTED BY LAW.

DATE OF ISSUE: 09-01-23

WC 00 03 13

(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

EC 917 (06/04) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY FOR SELF - INSURER OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY

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 Insured first named in item 1 of the Information Page 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.

THIS FORM IS NOT APPLICABLE IN: KY

This Endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this Endorsement is issued subsequent to preparation of the Policy).

INSURED The Davey Tree Expert Company

Policy No. MWXS 314043 23 Endorsement Effective 09/01/23
(12:01 A.M.)

Premium, if any \$ Included

by **OLD REPUBLIC INSURANCE COMPANY**

**EXCESS INSURANCE POLICY FOR SELF - INSURER OF
WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

WAIVER OF SUBROGATION - RECOVERY FROM OTHERS ENDORSEMENT

Schedule

Person(s) or Organization(s):

Any person or organization for whom the Named Insured has agreed in writing.

The following is added to Part Seven - Conditions, E. Subrogation - Recovery From Others:

We will not enforce any claims we assume against the Person(s) or Organization(s) named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any person or organization not named in the Schedule.

This Endorsement will not vary, alter or extend any agreement, provision, condition or declaration of the Policy other than as stated above.

EC 013 (06/04)

This Endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this Endorsement is issued subsequent to preparation of the Policy).

INSURED The Davey Tree Expert Company

Policy No. MWXS 316391 23 Endorsement Effective 09/01/23
(12:01 A.M.)

Premium, if any \$ Included

by **OLD REPUBLIC INSURANCE COMPANY**

**EXCESS INSURANCE POLICY FOR SELF - INSURER OF
WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

WAIVER OF SUBROGATION - RECOVERY FROM OTHERS ENDORSEMENT

Schedule

Person(s) or Organization(s):

Any person or organization for whom the Named Insured has agreed in writing.

The following is added to Part Seven - Conditions, E. Subrogation - Recovery From Others:

We will not enforce any claims we assume against the Person(s) or Organization(s) named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any person or organization not named in the Schedule.

This Endorsement will not vary, alter or extend any agreement, provision, condition or declaration of the Policy other than as stated above.

EC 013 (06/04)