

RESOLUTION NO. 2021-35

**RESOLUTION TO APPROVE THE AGREEMENT
FOR GRASS MOWING AND TRIMMING SERVICES WITH S.M.E.
SEASONAL SERVICES, LLC FOR 2021-2023**

The Village Board of the Village of Caledonia, Racine County, Wisconsin do resolve as follows:

WHEREAS, the Village desires to renew the agreement for S.M.E Seasonal Services, LLC to provide mowing and trimming services for the Village Parks, Village Hall, Joint Park, and Caledonia Memorial Cemetery; and

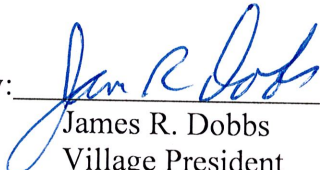
NOW, THEREFORE, BE IT RESOLVED THAT the Agreement for Grass and Trimming Services with S.M.E. Seasonal Services, LLC attached hereto as **Exhibit A** is hereby approved.

BE IT FURTHER RESOLVED THAT all Village officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance of the Agreement.

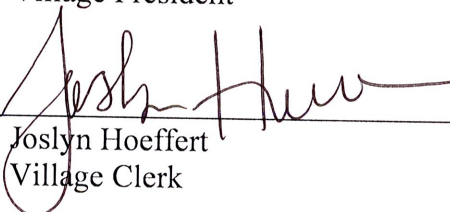
15th Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this day of March, 2021.

VILLAGE OF CALEDONIA

By: _____


James R. Dobbs
Village President

Attest: _____


Joslyn Hoeffert
Village Clerk

AGREEMENT FOR GRASS MOWING AND TRIMMING SERVICES

This Agreement is made and entered into as of the date last executed by either party below, by and between **S.M.E. SEASONAL SERVICES, LLC** ("Contractor"), a limited liability company organized and existing under the laws of the State of Wisconsin, and the **VILLAGE OF CALEDONIA** ("the Village"), a municipal corporation organized and operating under the laws of the State of Wisconsin (the "Agreement").

RECITALS

WHEREAS, the Village is in continuing need of certain seasonal right-of-way grass and growth mowing and clearance services, as described in greater detail below ("Services"), which Contractor is in the business of providing and which Contractor has performed for the Village in the past; and,

WHEREAS, the Village desires to enter into a new agreement with S.M.E. Seasonal Services, LLC to provide mowing and trimming services for the Village Parks, Village Hall and Caledonia Memorial Cemetery; and

WHEREAS, the Village and Contractor have determined that a term contract would be mutually beneficial; and,

WHEREAS, the Village and Contractor have agreed to enter into this contract for the requisite Services, in accordance with the terms described herein.

AGREEMENT

The parties hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. Services. Contractor's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Contractor shall perform its Services in a prompt and timely manner. When directed to begin by the Village Board, which shall be April 15th through October 30th (except as noted below) for the growing season of the Agreement year, Contractor shall mow and trim grass and brush on the following properties owned or under the control of the Village and provide such other services as noted:

- a. Village Hall – mowing and trimming as required below;
- b. Caledonia Memorial Cemetery – mowing and trimming according to frequency listed below and as follows, including removal of wreaths prior to March 15th, a general clean-up in November, weekly trash removal (up to 4 garbage cans) and removal of storm damaged limbs as needed (taken to the yard waste site at 6922 Nicholson Rd). Contractor shall review the cemetery and perform general clean-up, perform weeding of the monument sign, extra mowing and trimming as needed at least 3 days prior to Mother's Day, Memorial Day, Father's Day, July 4th, Labor Day, and Veteran's Day.
- c. Chapla Park – mowing and trimming according to the frequency listed below;
- d. Crawford Park – mowing and trimming according to frequency listed below. The mowing area of Crawford Park can change based on farming of Village owned property. The Village and Contractor will negotiate a price for additional area.;
- e. Gorney Park – mowing and trimming according to the frequency listed below;
- f. Maple Park – mowing and trimming according to the frequency listed below;
- g. Nicholson Wildlife Reserve – services to include mowing and trimming of the front section and mowing and trimming of trails as scheduled below and as needed to maintain a clear pathway. If water level is too high along the boardwalk trail, only trimming will be required.
- h. Joint Park - mowing and trimming according to frequency listed in Section L. The area immediately around the Beer Garden shall be mowed and trimmed prior to Beer Garden business hours. Will need to work around special events and sporting tournaments throughout the year. Work with Village designee for dates.
- i. Other Village owned property refers to property that is owned or controlled by the Village. Currently, the property at 7209 Douglas Ave is Village owned and will need to be mowed and trimmed until

the Village no longer owns it. If additional properties are added, the Village and Contractor will negotiate a price for mowing

**Anticipated Mowing Frequency for all Parks and Properties except
Nicolson Wildlife Reserve:**

Month	Number of Mowings & Trimmings
April (beginning on the 15 th)	Weekly
May	Every 7 to 10 days
June	Every 7 to 10 days
July	Every 7 to 10 days
August	Every 7 to 10 days
September	Every 7 to 10 days
October	Two
November	If requested

3. Compensation; Term. For its performance of the Services described herein, the Village shall pay Contractor as outlined in the attached Bidder's Proposal. Contractor shall invoice the Village starting monthly after the initial mowing is complete and shall bill on a monthly basis thereafter. Contractor shall list the individual locations and quantity of mowings on the invoices. The Village shall pay such invoices within thirty days of receipt.
4. Duration; Amendment. Unless earlier terminated by either party as provided herein, this Agreement shall be in effect for three growing seasons (years 2021, 2022 and 2023), commencing with the effective date of this Agreement and terminating on December 31, 2023. This Agreement may be amended by written agreement of the parties to further extend the term of the Agreement.
5. Insurance. Contractor shall maintain in full force and effect for the duration of this Agreement insurance of the types and with the policy limits described in Exhibit A hereto and as approved by the Village, and the Village shall also be named as an additional insured on such policies. Contractor shall provide the Village with a certificate of insurance evidencing such coverage.
6. Compliance with Laws. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

7. Assignment. Contractor may not assign, subcontract, or transfer this Agreement, or any part thereof, or any rights under or interest in this Agreement, without the prior written consent of the Village, which consent may be withheld for any reason.
8. Independent Contractor. Contractor is retained as an independent contractor and is not an employee of the Village, nor shall any employee or agent of Contractor become an employee of the Village.
9. Indemnification. Contractor agrees to protect, save, defend and hold harmless the Village and its Board, and each member of the Board, and the Village's officials, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorney fees and litigation costs, for injury or death of any person, or damage to property, including any liability under environmental protection laws, or interference with use of property, arising out of or in any way connected with Contractor's performance of this Agreement, other than with respect to any negligent acts, errors or omissions or willful misconduct by the Village. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable, and any policy limits shall not act as a limitation upon the amount of indemnification to be provided by Contractor.
10. Termination. Either party may terminate this Agreement by giving the other party a thirty (30) day notice. The Village shall pay Contractor the reasonable value of any Services rendered prior to termination. Contractor shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement. Nothing herein prevents the Village from taking action to mow areas designated in this Agreement upon Village's determination that Contractor has failed to perform under this Agreement and the Village may deduct the cost of any Village mowing from the Agreement compensation at its discretion.
11. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by mailing the same via first-class mail to the address below:

TO THE VILLAGE:

Village Clerk
 Village of Caledonia
 5043 Chester Lane
 Racine, WI 53402

TO CONTRACTOR:

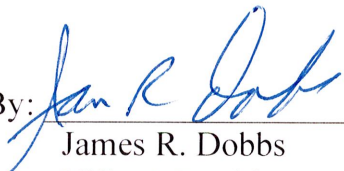
Scott A. Morton
 S.M.E Seasonal Services, LLC
 7038 Nicholson Road
 Caledonia, WI 53108

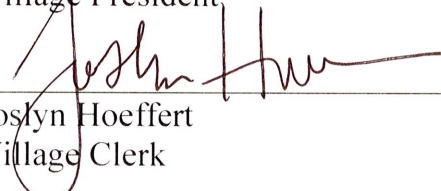
12. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Village and Contractor.
13. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
14. Breach. In the event that either party's non-performance of its obligations under this Agreement continues ten days after notice of such breach by the other party, the breaching party shall be in default and the non-breaching party shall have all rights and remedies otherwise available to it at law or in equity.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below:


Dated this 15th day of MARCH 2021 Dated this 15th day of _____, 2021

VILLAGE OF CALEDONIA

By: 
James R. Dobbs
Village President

Attest: 
Joslyn Hoeffert
Village Clerk

S.M.E. SEASONAL SERVICES, LLC

By: 
Scott A. Morton
Managing Member

770272.001(527) 3-5-21

**BIDDERS'S PROPOSAL
FOR GENERAL TURF MOWING AND TRIMMING OF VILLAGE OF CALEDONIA
PARKS AND PROPERTIES**

DATE & TIME FOR RECEIVING BIDS: 1:55 pm on January 29, 2021

**PLACE: Village Hall
Front Desk
5043 Chester Lane
Caledonia, Wisconsin 53402
Bids will be opened at 2 pm in the Village Boardroom**

The undersigned hereby proposes to furnish all labor, tools, equipment and all materials, except as definitively specified to be furnished by owner, ready for use, all in accordance with advertisement, specifications and contract, all as attached hereto and all of which the undersigned has examined, the following work for the compensation indicated.

UNIT PRICE BID

The Bidder shall submit a Unit Price Bid for Landscape Maintenance Service to include: Turf Mowing and Trimming in accordance with these specifications, attached Schedule "A" and this Bidder's Proposal.

Bid	Service	Unit Cost Per Service	Est. # of Services	Total
1	Mowing and Trimming of Village Hall	70.00	22	1,540.00
2	Mowing and Trimming of Caledonia Memorial Park "Cemetery"	200.00	22	4,400.00
3	Mowing and Trimming of Crawford Park	175.00	22	3,850.00
4	Mowing and Trimming of Chapla Park	85.00	22	1,870.00
5	Mowing and Trimming of Gorney Park	300.00	22	6,600.00
6	Mowing and Trimming of Maple Park	60.00	22	1,320.00
7	Mowing and Trimming of Nicholson Wildlife Reserve	100.00	18	1,800.00
8	Mowing and Trimming of Joint Park	525.00	22	11,550.00
9	Other Village owned property		11	0.00
	TOTAL UNIT PRICE FOR SERVICES			32,930.00



SMESEAS

OP ID: KW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/05/2021

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 Trotter Insurance Group BR C 5320 Green Bay Rd Kenosha, WI 53144 Jay H. Brown	262-652-7963	CONTACT NAME: Jay H. Brown PHONE (A/C, No, Ext): 262-652-7963 E-MAIL: jayb@trotteragency.com ADDRESS:	FAX (A/C, No): 262-652-9146
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Secura Insurance Company	22543
		INSURER B: West Bend Mutual Insurance	15350
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED SME Seasonal Services 7038 Nicholson Road Caledonia, WI 53108	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR	X X	CP3301321	03/11/2021	03/11/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY X PRO-JECT LOC					
	OTHER:					
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
X	ANY AUTO OWNED AUTOS ONLY	SCHEDULED AUTOS	X X A3301322	03/11/2021	03/11/2022	BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
X	Hired Auto	X NonOwned A				PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB	X OCCUR				EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB	CLAIMS-MADE	CU3301323	03/11/2021	03/11/2022	AGGREGATE \$ 2,000,000
	DED X RETENTION \$	10000				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	X A427031	03/11/2021	03/11/2022	X PER STATUTE OTH-ER \$ 100,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$

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

Village of Caledonia and Employees are named additional insured on a primary and non-contributory basis with a waiver of subrogation on General Liability and Auto Liability per attached forms. Waiver of subrogation applies on Workers Compensation per attached form. Umbrella follows form. 30 day cancel notice applies per attached form. 30 day cancel notice applies per

CERTIFICATE HOLDER

VILLCAL

Village of Caledonia
5043 Chester Lane
Racine, WI 53402

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

NOTEPAD:

HOLDER CODE VILLCAL
INSURED'S NAME SME Seasonal Services

SMESEAS
OP ID: KW

PAGE 2
Date 03/05/2021

attached form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED WRAP

This Endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Additional Insured When Required By Written Agreement

1. Operations Performed For An Additional Insured

WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this provision ends at the earlier of when your operations for that additional insured are completed; or the end of the policy period.

2. Limitations

The Operations Performed For An Additional Insured coverage is limited as follows:

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- d. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

B. Additional Insured When Required By Written Agreement – Completed Operations

1. Additional Insured – Completed Operations

WHO IS AN INSURED is amended to include as an additional insured any person or organization, when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

2. Limitations

The Additional Insured - Completed Operations coverage is limited as follows:

- a. This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. A person or organization's status as an insured under Additional Insured - Completed Operations continues only until the earlier of the end of the policy period; or the period of time required by the written agreement. If no time period is required by the written agreement, a person or organization's status as an additional insured under this endorsement will not apply beyond the lesser of the end of the policy period; or five years from the completion of "your work" on the project which is the subject of the written agreement.
- c. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
- d. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- e. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written agreement.
- f. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

C. Primary And Noncontributory

As respects the coverage provided under this endorsement, the Other Insurance Condition is amended as follows:

The paragraph regarding Excess Insurance is deleted and replaced with the following:

Excess Insurance

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written agreement described in A. and B. above specifically requires that this insurance be either primary or primary and noncontributory. Then this insurance is primary and not contributing with any insurance available to the additional insured which covers that person or organization as a named insured.

D. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

As respects the coverage provided under this endorsement, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

We waive any right to recover all or part of any payment we have made under this Coverage Part arising out of your ongoing operations or "your work" done under a written agreement requiring such waiver with that person or organization. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

E. Amendment – Aggregate Limits Of Insurance (Per Project)

Under LIMITS OF INSURANCE shown on the Declarations, the General Aggregate Limit applies separately to each of your projects away from the premises owned by you or rented to you. This extension does not apply to the "products-completed operations hazard".

F. Additional Condition

The following condition is added:

Additional Insured Duty To Notify

The additional insured described in A. or B. above must give written notice of loss, including a demand for defense and indemnity, to any other insurer having coverage for the loss under its policies. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage.

This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a named insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SME Seasonal Services

Endorsement Effective Date: 3/11/2021

SCHEDULE

Name Of Person(s) Or Organization(s): Village of Caledonia and Employees

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

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:

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SME Seasonal Services

Endorsement Effective Date: 3/11/2021

SCHEDULE

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

Village of Caledonia and Employees

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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

Village of Caledonia and Employees

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured SME Seasonal Services

Effective Policy No. A427031

Endorsement No.
Premium

Insurance Company
West Bend Mutual Insurance

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

SCHEDULE

Name and address/contact information of Person(s) or Organization(s):

Village of Caledonia
5043 Chester Lane
Racine, WI 53402

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

The following Condition is added:

Notice Of Cancellation – Scheduled Person(s) or Organization(s)

- a. If we do not renew or cancel this policy, we will send advance written notice to the person(s) or organization(s) as shown in the SCHEDULE. The notice will be delivered by any method we choose, in the applicable timeframe specified in the policy's Cancellation Condition, any amendment to that Condition, or any other statutory timeframe requirements.
- b. Notice provided on this policy shall also apply as notice for any other Commercial Lines insurance policy or coverage part issued to the Named Insured by us.
- c. The notice is intended only to inform the person(s) or organization(s) named in the SCHEDULE in the event of a pending cancellation or non-renewal of coverage. Our failure to provide such advance notification will not:
 - (1) Change any policy cancellation or non-renewal effective date;
 - (2) Negate any cancellation or non-renewal of the policy; or
 - (e) Grant, alter, or extend any rights or obligations under any policy issued by us.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

General Turf Mowing and Trimming of Village of Caledonia Parks and Properties

Bid #	Location	Est # Services	SME		CLL		LCU Properties		TMG USA	
			Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Village Hall	22	\$ 70	\$ 1,540	\$ 100	\$ 2,200	\$ 197	\$ 4,334	\$ 809	\$ 17,807
2	Cemetery	22	\$ 200	\$ 4,400	\$ 225	\$ 4,950	\$ 477	\$ 10,494	\$ 796	\$ 17,501
3	Crawford Park	22	\$ 175	\$ 3,850	\$ 400	\$ 8,800	\$ 1,180	\$ 25,960	\$ 6,202	\$ 136,435
4	Chapla Park	22	\$ 85	\$ 1,870	\$ 200	\$ 4,400	\$ 460	\$ 10,120	\$ 1,069	\$ 23,521
5	Gorney Park	22	\$ 300	\$ 6,600	\$ 400	\$ 8,800	\$ 1,560	\$ 34,320	\$ 4,320	\$ 95,040
6	Maple Park	22	\$ 60	\$ 1,320	\$ 100	\$ 2,200	\$ 170	\$ 3,740	\$ 338	\$ 7,425
7	Nicholson	18	\$ 100	\$ 1,800	\$ 300	\$ 5,400	\$ 60	\$ 1,080	\$ 366	\$ 6,585
8	Joint Park	22	\$ 525	\$ 11,550	\$ 500	\$ 11,000	\$ 2,800	\$ 61,600	\$ 8,505	\$ 187,110
9	Other	11	\$ 135	\$ 1,485	\$ 100	\$ 1,100	\$ 75	\$ 825	\$ 135	\$ 1,485
	TOTAL		\$ 1,650	\$ 34,415	\$ 2,325	\$ 48,850	\$ 6,979	\$ 152,473	\$ 22,539	\$ 492,910

Bids Opened 1/29/21