

1 **BILL NO. S-23-09-01**

2 **SPECIAL ORDINANCE NO. S- 96-23**

3
4 **AN ORDINANCE** approving the awarding of IT QUEST
5 #8169529 – 2023 FALL STREET AND PARK TREE
6 PURCHASES/PLANTING SERVICES - \$250,580.00
7 by the City of Fort Wayne, Indiana, by and through its
8 Department of Purchasing and SHADE TREES
9 UNLIMITED for the PARKS AND RECREATION
10 DEPARTMENT.

11 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF**
12 **THE CITY OF FORT WAYNE, INDIANA;**

13 **SECTION 1.** That IT QUEST #8169529 – 2023 FALL STREET AND PARK
14 TREE PURCHASES/PLANTING SERVICES - \$250,580.00 by the City of Fort
15 Wayne, Indiana, by and through its Department of Purchasing and SHADE TREES
16 UNLIMITED for the PARKS AND RECREATION DEPARTMENT, respectfully for:

17 furnishing, delivering and installation of trees in the City right-of-way
18 and the City parks;

19 involving a total cost of TWO HUNDRED FIFTY THOUSAND FIVE HUNDRED
20 EIGHTY AND 00/100 DOLLARS - (\$250,580.00) all as more particularly set forth in
21 said IT QUEST #8169529 – 2023 FALL STREET AND PARK TREE
22 PURCHASES/PLANTING SERVICES which is on file in the Office of the
23 Department of Purchasing, and is by reference incorporated herein, made a part
24 hereof, and is hereby in all things ratified, confirmed and approved.
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SECTION 2. That this Ordinance shall be in full force and effect from
and after its passage and any and all necessary approval by the Mayor.



Council Member

APPROVED AS TO FORM AND LEGALITY



Malak Heiny, City Attorney

Street/Park Tree Purchase and Planting (#8169529)

Owner: Fort Wayne IN, Parks & Recreation

Solicitor: Fort Wayne IN, Parks & Recreation

05/01/2022 11:00 AM EDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Shade Trees Unlimited Inc.	
						Unit Price	Extension	Unit Price	Extension
Aesculus Glabra							\$0.00		\$715.00
	1	1	1.5" Caliper (Delivered)	EA	1			\$165.00	\$165.00
	2	2	2.0" Caliper (Delivered)	EA	1			\$220.00	\$220.00
	3	3	3.0" Caliper (Delivered)	EA	1			\$330.00	\$330.00
Acer x freemanii							\$0.00		\$600.00
	4	4	1.5" Caliper (Delivered)	EA	1			\$150.00	\$150.00
	5	5	2.0" Caliper (Delivered)	EA	1			\$200.00	\$200.00
	6	6	3.0" Caliper (Delivered)	EA	1			\$250.00	\$250.00
Armstrong							\$0.00		\$600.00
	7	7	1.5" Caliper (Delivered)	EA	1			\$150.00	\$150.00
	8	8	2.0" Caliper (Delivered)	EA	1			\$200.00	\$200.00
	9	9	3.0" Caliper (Delivered)	EA	1			\$250.00	\$250.00
Autumn Blaze							\$0.00		\$600.00
	10	10	1.5" Caliper (Delivered)	EA	1			\$150.00	\$150.00
	11	11	2.0" Caliper (Delivered)	EA	1			\$200.00	\$200.00
	12	12	3.0" Caliper (Delivered)	EA	1			\$250.00	\$250.00
Autumn Flame							\$0.00		\$600.00
	13	13	1.5" Caliper (Delivered)	EA	1			\$150.00	\$150.00
	14	14	2.0" Caliper (Delivered)	EA	1			\$200.00	\$200.00
	15	15	3.0" Caliper (Delivered)	EA	1			\$250.00	\$250.00
Autumn Spire							\$0.00		\$600.00
	16	16	1.5" Caliper (Delivered)	EA	1			\$150.00	\$150.00
	17	17	2.0" Caliper (Delivered)	EA	1			\$200.00	\$200.00
	18	18	3.0" Caliper (Delivered)	EA	1			\$250.00	\$250.00
Celebration							\$0.00		\$600.00
	19	19	1.5" Caliper (Delivered)	EA	1			\$150.00	\$150.00
	20	20	2.0" Caliper (Delivered)	EA	1			\$200.00	\$200.00
	21	21	3.0" Caliper (Delivered)	EA	1			\$250.00	\$250.00

Marmo						\$0.00		\$600.00
	22	22	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	23	23	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	24	24	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Acer nigrum						\$0.00		\$717.00
	25	25	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	26	26	2.0" Caliper (Delivered)	EA	1		\$222.00	\$222.00
	27	27	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
Acer rubrum						\$0.00		\$600.00
	28	28	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	29	29	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	30	30	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
October Glory						\$0.00		\$600.00
	31	31	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	32	32	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	33	33	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Red Sunset						\$0.00		\$680.00
	34	34	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	35	35	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	36	36	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
Acer saccharum						\$0.00		\$715.00
	37	37	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	38	38	2.0" Caliper (Delivered)	EA	1		\$220.00	\$220.00
	39	39	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
Commemoration						\$0.00		\$715.00
	40	40	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	41	41	2.0" Caliper (Delivered)	EA	1		\$220.00	\$220.00
	42	42	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
Green Mountain						\$0.00		\$715.00
	43	43	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	44	44	2.0" Caliper (Delivered)	EA	1		\$220.00	\$220.00
	45	45	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
Amelanchier Sp.						\$0.00		\$715.00
	46	46	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	47	47	2.0" Caliper (Delivered)	EA	1		\$220.00	\$220.00

	48	48	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
Clump form							\$0.00	\$715.00
	49	49	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	50	50	2.0" Caliper (Delivered)	EA	1		\$220.00	\$220.00
Autumn Brilliance	51	51	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
							\$0.00	\$715.00
	52	52	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	53	53	2.0" Caliper (Delivered)	EA	1		\$220.00	\$220.00
Allegheny	54	54	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
							\$0.00	\$715.00
	55	55	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	56	56	2.0" Caliper (Delivered)	EA	1		\$220.00	\$220.00
Cumulus	57	57	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
							\$0.00	\$720.00
	58	58	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	59	59	2.0" Caliper (Delivered)	EA	1		\$225.00	\$225.00
Shadblow	60	60	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
							\$0.00	\$720.00
	61	61	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	62	62	2.0" Caliper (Delivered)	EA	1		\$225.00	\$225.00
Asimina triloba	63	63	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
							\$0.00	\$720.00
	64	64	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	65	65	2.0" Caliper (Delivered)	EA	1		\$225.00	\$225.00
Betula nigra	66	66	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
							\$0.00	\$600.00
	67	67	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	68	68	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
Clump form	69	69	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
							\$0.00	\$600.00
	70	70	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	71	71	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
Heritage	72	72	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
							\$0.00	\$600.00
	73	73	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00

	74	74	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	75	75	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Carpinus betulus						\$0.00		\$715.00
	76	76	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	77	77	2.0" Caliper (Delivered)	EA	1		\$220.00	\$220.00
	78	78	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
fasigiata						\$0.00		\$715.00
	79	79	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	80	80	2.0" Caliper (Delivered)	EA	1		\$220.00	\$220.00
	81	81	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
Carpinus caroliniana						\$0.00		\$715.00
	82	82	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	83	83	2.0" Caliper (Delivered)	EA	1		\$220.00	\$220.00
	84	84	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
Carya cordiformis						\$0.00		\$720.00
	85	85	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	86	86	2.0" Caliper (Delivered)	EA	1		\$225.00	\$225.00
	87	87	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
Carya illinoensis						\$0.00		\$737.00
	88	88	1.5" Caliper (Delivered)	EA	1		\$175.00	\$175.00
	89	89	2.0" Caliper (Delivered)	EA	1		\$232.00	\$232.00
	90	90	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
Carya laciniosa						\$0.00		\$737.00
	91	91	1.5" Caliper (Delivered)	EA	1		\$175.00	\$175.00
	92	92	2.0" Caliper (Delivered)	EA	1		\$232.00	\$232.00
	93	93	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
Carya ovata						\$0.00		\$737.00
	94	94	1.5" Caliper (Delivered)	EA	1		\$175.00	\$175.00
	95	95	2.0" Caliper (Delivered)	EA	1		\$232.00	\$232.00
	96	96	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
Castanea dentata x mollissima						\$0.00		\$740.00
	97	97	1.5" Caliper (Delivered)	EA	1		\$175.00	\$175.00
	98	98	2.0" Caliper (Delivered)	EA	1		\$235.00	\$235.00
	99	99	3.0" Caliper (Delivered)	EA	1		\$330.00	\$330.00
Catalpa speciosa						\$0.00		\$600.00

	100	100	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	101	101	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	102	102	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Catalpa bignonioides							\$0.00	\$600.00
	103	103	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	104	104	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	105	105	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Nana Dwarf							\$0.00	\$0.00
	106	106	1.5" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	107	107	2.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	108	108	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Celtis occidentalis							\$0.00	\$600.00
	109	109	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	110	110	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	111	111	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Chicagoland							\$0.00	\$0.00
	112	112	1.5" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	113	113	2.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	114	114	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Prairie Pride							\$0.00	\$600.00
	115	115	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	116	116	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	117	117	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Windy City							\$0.00	\$0.00
	118	118	1.5" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	119	119	2.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	120	120	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Cercidiphyllum japonicum							\$0.00	\$600.00
	121	121	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	122	122	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	123	123	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Cercis canadensis							\$0.00	\$600.00
	124	124	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	125	125	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	126	126	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00

Clump form						\$0.00		\$600.00
	127	127	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	128	128	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	129	129	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Chionanthus virginicus						\$0.00		\$0.00
	130	130	1.5" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	131	131	2.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	132	132	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Cladrastis?kentukea						\$0.00		\$600.00
	133	133	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	134	134	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	135	135	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Cornus florida						\$0.00		\$385.00
	136	136	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	137	137	2.0" Caliper (Delivered)	EA	1		\$220.00	\$220.00
	138	138	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Cornus kousa						\$0.00		\$385.00
	139	139	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	140	140	2.0" Caliper (Delivered)	EA	1		\$220.00	\$220.00
	141	141	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Corylus colurna						\$0.00		\$0.00
	142	142	1.5" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	143	143	2.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	144	144	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Crataegus crus-galli						\$0.00		\$600.00
	145	145	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	146	146	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	147	147	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
inermis						\$0.00		\$600.00
	148	148	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	149	149	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	150	150	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Crataegus mollis						\$0.00		\$0.00
	151	151	1.5" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	152	152	2.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00

Crataegus?viridis?	153	153	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
							\$0.00	\$350.00
	154	154	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
Winter King	155	155	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	156	156	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
							\$0.00	\$350.00
	157	157	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	158	158	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
Diospyros virginiana	159	159	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
							\$0.00	\$0.00
	160	160	1.5" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	161	161	2.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Eucommia?ulmoides	162	162	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
							\$0.00	\$0.00
	163	163	1.5" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Fagus grandifolia	164	164	2.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	165	165	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
							\$0.00	\$165.00
	166	166	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	167	167	2.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Ginko biloba	168	168	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
							\$0.00	\$390.00
	169	169	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	170	170	2.0" Caliper (Delivered)	EA	1		\$225.00	\$225.00
Autumn Gold	171	171	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
							\$0.00	\$390.00
	172	172	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
Princeton	173	173	2.0" Caliper (Delivered)	EA	1		\$225.00	\$225.00
	174	174	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
							\$0.00	\$390.00
	175	175	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
Gleditsia triacanthos	176	176	2.0" Caliper (Delivered)	EA	1		\$225.00	\$225.00
	177	177	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
							\$0.00	\$600.00
	178	178	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00

	179	179	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
Imperial	180	180	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
							\$0.00	\$600.00
	181	181	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	182	182	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
Shademaster	183	183	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
							\$0.00	\$600.00
	184	184	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	185	185	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
Skyline	186	186	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
							\$0.00	\$600.00
	187	187	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	188	188	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
Gymnocladus dioicus	189	189	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
							\$0.00	\$390.00
	190	190	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	191	191	2.0" Caliper (Delivered)	EA	1		\$225.00	\$225.00
Espresso	192	192	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
							\$0.00	\$390.00
	193	193	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	194	194	2.0" Caliper (Delivered)	EA	1		\$225.00	\$225.00
J.C Mcdaniel (Prairie Titan)	195	195	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
							\$0.00	\$0.00
	196	196	1.5" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	197	197	2.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Juglans nigra	198	198	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
							\$0.00	\$390.00
	199	199	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	200	200	2.0" Caliper (Delivered)	EA	1		\$225.00	\$225.00
Liquidambar styraciflua	201	201	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
							\$0.00	\$600.00
	202	202	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	203	203	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
Rotundiloba	204	204	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
							\$0.00	\$600.00

	205	205	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	206	206	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	207	207	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Liriodendron tulipifera							\$0.00	\$600.00
	208	208	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	209	209	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	210	210	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Maclura pomifera							\$0.00	\$390.00
	211	211	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	212	212	2.0" Caliper (Delivered)	EA	1		\$225.00	\$225.00
	213	213	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
White Shield							\$0.00	\$390.00
	214	214	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	215	215	2.0" Caliper (Delivered)	EA	1		\$225.00	\$225.00
	216	216	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Malus sp.							\$0.00	\$350.00
	217	217	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	218	218	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	219	219	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Adams							\$0.00	\$350.00
	220	220	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	221	221	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	222	222	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Donald Wyman							\$0.00	\$350.00
	223	223	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	224	224	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	225	225	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Madona							\$0.00	\$350.00
	226	226	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	227	227	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	228	228	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Professor Sprenger							\$0.00	\$350.00
	229	229	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	230	230	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	231	231	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00

Magnolia acuminata						\$0.00		\$350.00
	232	232	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	233	233	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	234	234	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Butterflies						\$0.00		\$350.00
	235	235	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	236	236	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	237	237	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Metasequoia glyptostroboides						\$0.00		\$600.00
	238	238	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	239	239	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	240	240	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Nyssa sylvatica						\$0.00		\$390.00
	241	241	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	242	242	2.0" Caliper (Delivered)	EA	1		\$225.00	\$225.00
	243	243	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Ostrya virginiana						\$0.00		\$390.00
	244	244	1.5" Caliper (Delivered)	EA	1		\$165.00	\$165.00
	245	245	2.0" Caliper (Delivered)	EA	1		\$225.00	\$225.00
	246	246	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Platanus occidentalis						\$0.00		\$350.00
	247	247	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	248	248	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	249	249	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Platanus x acerifolia						\$0.00		\$600.00
	250	250	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	251	251	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	252	252	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Bloodgood						\$0.00		\$600.00
	253	253	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	254	254	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	255	255	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Columbia						\$0.00		\$600.00
	256	256	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	257	257	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00

Quercus alba	258	258	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
							\$0.00	\$350.00
	259	259	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
Quercus bicolor	260	260	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	261	261	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
							\$0.00	\$600.00
Quercus coccinea	262	262	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	263	263	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	264	264	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Quercus ellipsoidalis							\$0.00	\$600.00
	265	265	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	266	266	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
Quercus imbricaria	267	267	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
							\$0.00	\$600.00
	268	268	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
Quercus lyrata	269	269	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	270	270	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
							\$0.00	\$600.00
Quercus macrocarpa	271	271	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	272	272	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	273	273	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Quercus muehlenbergii							\$0.00	\$600.00
	274	274	1.5" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	275	275	2.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Quercus palustris	276	276	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
							\$0.00	\$600.00
	277	277	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
Quercus palustris	278	278	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	279	279	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
							\$0.00	\$600.00
Quercus palustris	280	280	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	281	281	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	282	282	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
						\$0.00	\$600.00	
	283	283	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00

	284	284	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	285	285	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Quercus robur							\$0.00	\$600.00
	286	286	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	287	287	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	288	288	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Quercus robur x macrocarpa 'Clemons'							\$0.00	\$600.00
	289	289	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	290	290	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
Quercus rubra							\$0.00	\$600.00
	291	291	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
	292	292	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	293	293	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
Quercus shumardii							\$0.00	\$600.00
	294	294	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
	295	295	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	296	296	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
Quercus velutina							\$0.00	\$0.00
	297	297	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
	298	298	1.5" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	299	299	2.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	300	300	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Robinia pseudoacacia							\$0.00	\$350.00
	301	301	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	302	302	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	303	303	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Purple Robe							\$0.00	\$350.00
	304	304	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	305	305	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	306	306	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Syringa reticulata							\$0.00	\$600.00
	307	307	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	308	308	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	309	309	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Syringa reticulata							\$0.00	\$600.00

	310	310	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	311	311	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	312	312	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Ivory Silk							\$0.00	\$350.00
	313	313	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	314	314	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	315	315	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Summer Snow							\$0.00	\$0.00
	316	316	1.5" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	317	317	2.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	318	318	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Taxodium distichum							\$0.00	\$600.00
	319	319	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	320	320	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	321	321	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
ShawneeBrave							\$0.00	\$600.00
	322	322	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	323	323	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	324	324	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Tilia americana							\$0.00	\$600.00
	325	325	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	326	326	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	327	327	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Redmond							\$0.00	\$600.00
	328	328	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	329	329	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	330	330	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Tilia cordata							\$0.00	\$600.00
	331	331	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	332	332	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	333	333	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Greenspire							\$0.00	\$600.00
	334	334	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	335	335	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	336	336	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00

June Bride						\$0.00		\$0.00
	337	337	1.5" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	338	338	2.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	339	339	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Tilia tomentosa						\$0.00		\$375.00
	340	340	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	341	341	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	342	342	3.0" Caliper (Delivered)	EA	1		\$25.00	\$25.00
Sterling						\$0.00		\$600.00
	343	343	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	344	344	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	345	345	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Ulmus americana						\$0.00		\$600.00
	346	346	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	347	347	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	348	348	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Princeton						\$0.00		\$600.00
	349	349	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	350	350	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	351	351	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Valley Forge						\$0.00		\$600.00
	352	352	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	353	353	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	354	354	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Ulmus carpinifolia						\$0.00		\$0.00
	355	355	1.5" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	356	356	2.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	357	357	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Accolade						\$0.00		\$600.00
	358	358	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	359	359	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	360	360	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Danada Charm						\$0.00		\$0.00
	361	361	1.5" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	362	362	2.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00

Homestead	363	363	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
							\$0.00	\$600.00
	364	364	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
Morton Glossy	365	365	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	366	366	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
							\$0.00	\$600.00
	367	367	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
Patriot	368	368	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	369	369	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
							\$0.00	\$465.00
Pioneer	370	370	1.5" Caliper (Delivered)	EA	1		\$15.00	\$15.00
	371	371	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	372	372	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Zelkova serrata							\$0.00	\$0.00
	373	373	1.5" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	374	374	2.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
	375	375	3.0" Caliper (Delivered)	EA	1		\$0.00	\$0.00
Planting cost including 1 year warranty - Street							\$0.00	\$600.00
	376	376	1.5" Caliper (Delivered)	EA	1		\$150.00	\$150.00
	377	377	2.0" Caliper (Delivered)	EA	1		\$200.00	\$200.00
	378	378	3.0" Caliper (Delivered)	EA	1		\$250.00	\$250.00
Planting cost including 1 year warranty - Park							\$0.00	\$325.00
	379	379	1.5" Caliper (Delivered)	EA	1		\$100.00	\$100.00
	380	380	2.0" Caliper (Delivered)	EA	1		\$100.00	\$100.00
Abies concolor	381	381	3.0" Caliper (Delivered)	EA	1		\$125.00	\$125.00
							\$0.00	\$365.00
	382	382	1.5" Caliper (Delivered)	EA	1		\$115.00	\$115.00
	383	383	2.0" Caliper (Delivered)	EA	1		\$115.00	\$115.00
Juniperus virginiana	384	384	3.0" Caliper (Delivered)	EA	1		\$135.00	\$135.00
							\$0.00	\$650.00
	385	385	6' Tall (Delivered)	EA	1		\$295.00	\$295.00
	386	386	7' Tall (Delivered)	EA	1		\$355.00	\$355.00
							\$0.00	\$289.00
	387	387	6' Tall (Delivered)	EA	1		\$135.00	\$135.00
							\$154.00	\$154.00
	388	388	7' Tall (Delivered)	EA	1		\$154.00	\$154.00

Picea abies						\$0.00		\$650.00
	389	389	6' Tall (Delivered)	EA	1		\$295.00	\$295.00
	390	390	7' Tall (Delivered)	EA	1		\$355.00	\$355.00
Picea pungens						\$0.00		\$650.00
	391	391	6' Tall (Delivered)	EA	1		\$295.00	\$295.00
	392	392	7' Tall (Delivered)	EA	1		\$355.00	\$355.00
Pinus strobus						\$0.00		\$370.00
	393	393	6' Tall (Delivered)	EA	1		\$170.00	\$170.00
	394	394	7' Tall (Delivered)	EA	1		\$200.00	\$200.00
Planting Cost Including 1 year Warranty - Street Tree						\$0.00		\$225.00
	395	395	6' Tall (Delivered)	EA	1		\$100.00	\$100.00
	396	396	7' Tall (Delivered)	EA	1		\$125.00	\$125.00
Planting Cost Including 1 year Warranty - Park Tree						\$0.00		\$245.00
	397	397	6' Tall (Delivered)	EA	1		\$110.00	\$110.00
	398	398	7' Tall (Delivered)	EA	1		\$135.00	\$135.00

Planting of 3.0" caliper shade tree in tree grate planters in accordance with the provided detail drawing, including removing/replacing gravel mulch, weed barrier mat, excavating of 25 sq ft plant

							\$0.00	\$325.00
399	399	Planting of 3.0" caliper shade	EA		1		\$325.00	\$325.00
							\$0.00	\$250.00
400	400	Planting of 2" caliper shade tr	EA		1		\$250.00	\$250.00

Planting of 2" caliper shade tree in tree grate planters in accordance with the provided detail drawing, including removing/replacing gravel mulch, weed barrier mat, excavating of 25 sq ft planting a

Removal of tree stump 4" dia. or less as part of planting operations. This includes tree stumps located within tree grate planters.

							\$0.00	\$125.00
401	401	Removal of tree stump 4" dia	EA		1		\$125.00	\$125.00
Base Bid Total:							\$0.00	\$66,137.00

Japanese Zelkova	<i>Zelkova serrata</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 250.00	\$ 450.00	\$ 575.00	3	\$ 750.00
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Planting cost including 1 year warranty - Street	\$ 100.00	\$ 100.00	\$ 125.00
Planting cost including 1 year warranty - Park	\$ 115.00	\$ 115.00	\$ 135.00

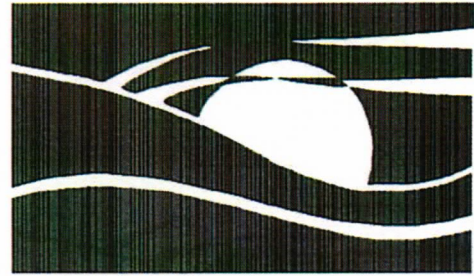
981 \$ 239,735.00

Deciduous

Common Name	Botanical Name	6' Tall (Delivered)	7' Tall (Delivered)	PARK TREE	
				QUANT	COST
White fir	<i>Abies concolor</i>	\$ 295.00	\$ 355.00		\$ -
Eastern Redcedar	<i>Juniperus virginiana</i>	\$ 135.00	\$ 154.00		\$ -
Norway Spruce	<i>Picea abies</i>	\$ 295.00	\$ 355.00	5	\$ 1,475.00
Blue pruce	<i>Picea pungens</i>	\$ 295.00	\$ 355.00		\$ -
White Pine	<i>Pinus strobus</i>	\$ 170.00	\$ 200.00	11	\$ 1,870.00
				16	\$ 3,345.00
Planting Cost Including 1 year Warranty - Street Tree		\$ 100.00	\$ 125.00		
Planting Cost Including 1 year Warranty - Park Tree		\$ 110.00	\$ 135.00		

Planting of 3.0" caliper shade tree in tree grate planters in accordance with the provided detail drawing, including removing/replacing gravel mulch, weed barrier mat, excavating of 25 sq ft planting area, replacing topsoil and following other tree specifications (Including 1 year warranty). Tree grate shall be leveled upon completion.	\$	325.00
Planting of 2" caliper shade tree in tree grate planters in accordance with the provided detail drawing, including removing/replacing gravel mulch, weed barrier mat, excavating of 25 sq ft planting area, replacing topsoil and following other tree specifications (Including 1 year warranty). Tree grate shall be leveled upon completion.	\$	250.00
Removal of tree stump 4" dia. or less as part of planting operations. This includes tree stumps located within tree grate planters.	\$	125.00

Total Tree Purchase/Planting Cost	\$	243,080.00
Total Stump Removal Cost	\$	7,500.00
Total Contract Cost	\$	250,580.00



FORT WAYNE
PARKS AND
RECREATION

Street/Park Tree Purchase and Planting

Quest eBidDoc# 8169529

CITY OF FORT WAYNE
PARKS AND RECREATION DEPARTMENT
FORT WAYNE, INDIANA
March 28, 2022

Project No. **2022042**
Quotes Due: **May 1, 2022 – 11:00 AM**

DOCUMENT 001116 - INVITATION TO BID

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: **2022042 — Street/Park Tree Purchase and Planting**
 - 1. Project Location: **Tree purchase and planting at various locations on publicly owned property and within Fort Wayne city limits.**
- C. Owner: Fort Wayne Parks and Recreation
 - 1. Owner's Representative:
Derek Veit, Superintendent of Forestry Operations
derek.veit@cityoffortwayne.org
(260) 427-6480
- D. Project Description: Project consists of the purchase and planting of trees per included specifications.

1.2 QUOTE SUBMITTAL

- A. Owner will receive bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Quote Date: **Wednesday, May 1, 2022**
 - 2. Quote Time: **11:00 AM EDT**
 - 3. Location: **www.QuestCDN.com**
- B. Bids shall thereafter be made public via the QuestCDN website.
- C. Refer to "Instructions to Bidders" Section 002113 for required submittal documents.

1.3 DOCUMENTS

- 1. Electronic Documents: Available via download at www.QuestCDN.com located at the listing for this project.

1.4 TIME OF COMPLETION & AND LIQUIDATED DAMAGES

- A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Incomplete work by Contract Time is subject to liquidated damages in the amount of **\$200.00** per calendar day.

1.5 Bidder QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance required for the Work. Refer to "Instructions to Bidders" Section 002113 for required submittal documents.

END OF DOCUMENT 001116

DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

- A. **BOARD OF PARK COMMISSIONERS
CITY OF FORT WAYNE, INDIANA**
Non-Federally Funded Construction
- B. Bids shall include labor, material, and all services necessary to complete the project in strict accordance with the Drawings and Specifications as prepared and on file in the office of the Owner.
- C. Bids shall be submitted as lump sum on the Bid Form provided and will be received as a Unified Contract.
- D. Indiana State Gross Retail and Use Tax are not to be included in the Bid Price, as Fort Wayne Parks and Recreation Department is tax exempt. The provision shall apply both to transactions between Fort Wayne Parks and Recreation Department and the Unified Contractor and any subcontractors and to transactions between the material to the Unified Contractor.
- E. Bids shall not be modified, withdrawn or canceled, without the Owner's written consent, for a period of ninety (90) calendar days commencing from the day Bids are received.
- F. The successful Bidder shall be required to furnish insurance covering Workmen's Compensation, Public Liability and Property Damage and any other which may be required before the issuance of the Contract.
- G. The Owner reserves the right to waive any and all formalities and informalities or to reject any and all Bids. The Owner shall accept Bids which, in its judgement, are in its own best interests. Bids received after the time set to receive Bids shall be returned unopened.
- H. The Contractor shall be responsible for obtaining required permits from local, state and federal agencies as required to perform and complete the work as indicated in the Contract Documents. Costs associated with permits shall be included in the Contractor's Bid.

[x] **INCLUSION OF CLAUSES.** If a clause in this Instruction to Bidders (ITB) has a box beside it [], the clause applies to the ITQ only if it contains a check mark or an "X". Any questions as to whether a clause is included or not, should be referred to the Fort Wayne Parks and Recreation Project Administration Section.

[x] **SUBMITTING A BID.** Before submitting a bid, each bidder shall examine the Drawings carefully and shall read the Specifications and all other proposed Contract Documents. Each bidder shall fully inform themselves prior to quoting as to the existing conditions and limitations under which the Work is to be performed, and shall include in their bid a sum to cover all the cost of items necessary to perform the work as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

Bidders shall assume the responsibility, on behalf of his subcontractors and material suppliers for obtaining and verifying all measurements and their accuracy at the site which are applicable to any and all materials and labor to be furnished by them or furnished to others for installation. No request for addi-

tional compensation, or omission of work, from the contract which is due to failure of the Bidder in this regard, if ultimately awarded such, will be considered.

If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the Fort Wayne Parks and Recreation Project Administration Section. Interpretation or correction of proposed Contract Documents will be made only by Addendum and will be mailed or faxed to each General Contract Bidder of record. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

Bids shall be submitted via the www.QuestCDN.com website. Bid shall include completed forms and documents as required in the contract documents. The City of Fort Wayne will not accept any late filing regardless of reason, including technical difficulties. Bids shall include the exact quantities of each item shown on the quoting form for each section of the work, unless the Instructions to Bidders otherwise states. No bids received after the time fixed for receiving them will be considered. Late bids shall not be permitted for submission. Hardcopy, oral, telephonic or telegraphic bids are invalid and will not receive consideration.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears to the City of Fort Wayne, Indiana, upon any debt or contract, or, who has failed to execute, in whole or in part in a satisfactory manner, any contract with the City; or, who is a defaulter as to surety or otherwise, upon any obligation to the City of Fort Wayne, Indiana. The Fort Wayne Parks and Recreation may debar or suspend a participant and/or, affiliate from contract awards to protect the public interest and the City of Fort Wayne, for any of the clauses referenced in the Determination of Responsibility.

A bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled day and hour of bids being due. No bidder may withdraw their bid for a period of ninety (90) calendar days after the date set for opening thereof, and bids shall be subject to acceptance by the Owner during this period.

If the Bidder has any proprietary information that cannot be disclosed, the proprietary information should be submitted as a separate package. Bidder/Proposer must understand that all information submitted is subject to public records request after award is made. If proprietary information is requested bidder/proposer will be contacted and given an opportunity to defend its position that the information is proprietary.

LOCATION OF SUBMITTING A BID

Bids shall be submitted electronically via the www.QuestCDN.com website on or before the day and hour set forth in the Invitation to Bidders. No quote received after that time will be accepted.

BID BOND OR DEPOSIT. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to the Fort Wayne Parks and Recreation in a sum of **five percent (5%)** of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with the Fort Wayne Parks and Recreation in lieu of such bond, a certified check on a solvent bank in a sum of **five percent (5%)** of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the Fort Wayne Board of Park Commissioners. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by the Fort Wayne Parks and Recreation, the bidder will, within ten (10) calendar days after the time he is notified of the acceptance of the bid, enter into a contract with the Fort Wayne Parks and Recreation Department for the work bid upon and give bond with surety to be approved by the Fort Wayne Parks and Recreation Department insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void or the certified check

will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the Fort Wayne Parks and Recreation Department for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the Fort Wayne Parks and Recreation Department for ascertained and/or liquidated damages for failure to enter into a contract. Provided that the Fort Wayne Parks and Recreation's action in forfeiting the bond or retaining the certified check shall not preclude the Fort Wayne Parks and Recreation from taking any further action against the contractor to recover for all actual damage the Fort Wayne Parks and Recreation has suffered.

DOCUMENTS REQUIRED WITH EACH BID. The following documents must be completed, endorsed, and submitted with each bid. See also section titled "VENDOR COMPLIANCE FORMS".

Bid Form

Bid Bond

*Affirmative Action Program - Certification of Non-segregated Facilities. Once received, these forms will be kept on record for a period of one (1) year. This will eliminate the need to submit these forms with each bid. Your bid will be considered incomplete if you fail to submit these documents to the Office of Vendor Compliance as required.

Certificate in lieu of Financial Statement

Emerging Business Enterprise (EBE) Declaration Form

Form 96, including all required attachments

Indiana Contractor Certification Form

Conflict of Interest (Submit on form provided or on company letterhead)

Drug Policy Acknowledgement Form

E-Verify Form

Non-Collusion Affidavit

Performance and Payment Bond (file at time of award)

List of Subcontractors and Suppliers

Affidavit and Waiver of Lien (file at time of invoice)

Schedule of Values

Estimated Construction Schedule

* Effective immediately, bidders are required to submit the following form annually to the Office of Vendor Compliance, Citizens Square, 200 East Berry Street, Suite 490, Fort Wayne, IN 46802.

ANTI-DISCRIMINATION UNDER INDIANA CODE CHAPTER 5-16-6-1.

The contractor agrees as follows:

1. That in the hiring of employees for the performance of work under the contract or any subcontract hereunder, no contractor or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any resident of the State of Indiana who is qualified and available to perform the work to which the employment relates;
2. That no contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, religion, color, sex, national origin or ancestry;
3. That there may be deducted from the amount payable to the contractor by the City of Fort Wayne under the contract a penalty of five dollars (\$5.00) per person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and,
4. That the contract may be cancelled or terminated by the City or Fort Wayne and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms of conditions of this clause.

- [x] **ANTI-DISCRIMINATION UNDER CODE OF THE CITY OF FORT WAYNE, SECTION 93.036.** In the performance of work under the contract or any subcontract hereunder the contract, subcontractor, and any person acting on behalf of such contractor or subcontractor will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
1. The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this provision.
 2. The contractor, subcontractor, or any person acting on behalf of such parties will not retaliate against any person because of good faith, reasonable actions taken to overcome, alleviate, or report discrimination.
 3. Enforcement of this chapter shall be through order of City of Fort Wayne in the following manner:
 - a. Whenever any member of the Division of the City of Fort Wayne awarding this contract, or whenever a Compliance Officer of the City of Fort Wayne has reason to believe that any of the provisions of this clause and of Chapter 93.036 have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Metropolitan Human Relations Commission has no jurisdiction shall be investigated by the Compliance Officer of the City.
 - b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Compliance Officer of the City of Fort Wayne and to the Division awarding the contract which may invoke one of the remedies set forth in subsection (c) of the clause. If it is a matter over which the Metropolitan Human Relations Commission does not have jurisdiction, the Division awarding the contract shall conduct a hearing to determine whether there has been a breach of Ordinance Chapter 93.036.
 - c. If the division awarding the contract determines that a contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor has violated any provisions of Ordinance Chapter 93.038, whether discrimination, obstructing, retaliating, or otherwise, the Division awarding the contract may:
 - 1) Deduct from the amount of payable to the contractor by the City of Fort Wayne under such contract the sum of not less than ten dollars (\$10.00) per day, nor more than one thousand dollars (\$1,000.00) per day per each violation. Each day upon which the violations exist shall be deemed a separate offense.
 - 2) The Division of the City awarding the contract may cancel or terminate this contract, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of Chapter 93.038.

[x] **ASSISTANCE.** Questions regarding the instructions, special conditions, plans or specifications, shall be directed to the following offices:

1. Fort Wayne Parks and Recreation
 - a. Derek Veit, Supervenient of Forestry Operations
Derek.veit@cityoffortwayne.org
(260) 427-6480
 - b. Tony McGuire, Forestry Supervisor
Tony.mcguire@cityoffortwayne.org
(260) 427-6404
2. Office of Vendor Compliance:
 - a. Jessica Bucher, Compliance Officer, Purchasing
jessica.bucher@cityoffortwayne.org
(260) 427-2445

[x] **VENDOR COMPLIANCE FORMS.** The City's contract is with the Prime Contractor; therefore, the Prime Contractor is responsible for the compliance of all suppliers, subcontractors, and lower-tier subcontractors. It is also the responsibility of the Prime Contractor to ensure inclusion of applicable labor standard provisions, wage determinations, and compliance forms to the various firms. All documentation will be sent to the Prime Contractor, who shall carefully review payrolls & compliance information (including their own) before submitting the information to the Compliance Office. If the Prime Contractor suppliers, subcontractor, or lower-tier subcontractor, fails to provide the Office of Vendor Compliance with the required reporting documentation, or other requested information, any penalties or sanctions will apply to the Prime Contractor. The City of Fort Wayne Office of Vendor Compliance is the contact office for the following items, not the Fort Wayne Parks and Recreation Project Administration Section. 5% retainage will be withheld until the Contractor submits all required contract documentation, and is found to be acceptable to the Office of Vendor Compliance.

In accordance with applicable Federal, State, and Local regulations, please be advised of the following required compliance forms:

- [] **WAGE SCALE REPORT:** Prime and subcontractors submit prior to start of construction, and shall ensure all classifications are listed. If a classification is not present, the Prime Contractor must contact the Office of Vendor Compliance immediately with supporting data. Sub classifications must be specific (i.e., whenever laborers are paid different wage rates for "finish" than rough work, it must be separated and recorded on the wage scale report and payroll form.).
- [x] **SUBCONTRACTOR ELIGIBILITY FORM:** Subcontractors and suppliers submit prior to start of construction. Prime Contractor shall not contract with subcontractor, lower-tier subcontractor or supplier suspended or debarred by the State, or the City of Fort Wayne.
- [x] **MONTHLY EMPLOYMENT REPORT:** Prime and subcontractors submit on a monthly basis for "this project only". The form references employee work hours by trade, based on race and sex for each month there was activity.
- [x] **MANPOWER UTILIZATION SUMMARY:** Prime submits project-end report within ten (10) days "after" completion of project. The report comprises all firms who contracted on the project, including the total number of workforce hours broken down by race, sex, and minorities. Minority Business Enterprises, Women Business Enterprises, & Emerging Business Enterprises contract dollar amount and participation percentage is inclusive, if applicable.
- [x] **EMPLOYEE INTERVIEWS:** Employee interviews may be done on site by Compliance staff.
- [] **APPRENTICE EMPLOYMENT:** The Prime and / or subcontractor, is required to furnish the Compliance Office with the apprentice appropriate wage rate and provide written evidence of the bona fide apprenticeship program of the 'first' payroll. Approved programs include those registered with the U. S. Department of Labor, Employment & Training Administration, Bureau of Apprenticeship and Training, or with an approved State apprenticeship agency.

[x] **AWARD OF CONTRACT.** After bids are opened and read, the Fort Wayne Parks and Recreation Department will examine to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion and must submit all information required to be submitted. The Fort Wayne Parks and Recreation reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instruction to Bidders. The Fort Wayne Parks & Rec. Dept. also reserves the right to waive any defect in any bid and to reject bid due to funding constraints.

Each Contractor and Subcontractor performing Work in connection with the Project shall meet one of the classifications in the Contractor Tier, as defined in the Supplementary Conditions.

Each Tier 1 Contractor shall contribute at least 15% of the Contract Price, as determined on the date

the Contract is awarded, in (1) labor performed by the Tier 1 Contractor's employees; (2) materials supplied directly by the Tier 1 Contractor; (3) services supplied directly by the Tier 1 Contractor's employees; or (4) any combination of (1) through (3).

Prior to awarding any contract pursuant to this Bid, the Fort Wayne Parks and Recreation will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, Fort Wayne Parks & Rec. may consider these factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal, State or City of Fort Wayne contracts.
- (g) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, the Fort Wayne Parks and Recreation may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey. Failure to cooperate can result in a finding of non-responsibility.

The Contract will be awarded to the lowest legal bidder complying with the conditions of the Contract Documents, provided their bid is reasonable, and it is in the interest of the Owner to accept it. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount. The Fort Wayne Parks and Recreation reserves the right to reduce any quantities as a result of funding constraints. The bidder, to whom the award is to be made, will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids, and waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner.

- It is the intent of the Owner to award the Contract to One Contractor.
- It is the intent of the Owner to award the Contract to One Contractor. The Owner reserves the right to accept all, none, or any of the requested Base Bids and Alternates.
- The Owner reserves the right to award separate Contracts for each requested Base Bids if it is in the interest of the Owner to do so.
- The Owner reserves the right to award separate Contracts for each requested Base Bids if it is in the interest of the Owner to do so. The Owner reserves the right to accept all, none, or any of the requested Alternates for each Base Bid.

COMMON WAGE SCHEDULE PAYMENTS - PURSUANT TO INDIANA CODE 5-16-7-1.

All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the common wage rates for skilled, semi-skilled, and unskilled laborers. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are included in the Project Manual.

If a bidder is awarded a contract, he shall file a schedule of wages, on forms provided by the City of Fort Wayne Vendor Compliance Office. Penalties for failure to pay common construction wage rate are set forth in Indiana Code 5-16-7-3. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All scheduling shall be filed before the contractor commences any work on the project.

In the event of failure or refusal of the Prime Contractor, Subcontractor, or lower-tier Subcontractor to comply with the appropriate employee wage rate, action will be taken to satisfy the wage discrepancy. This includes, but is not limited to the withdrawal of the dollar amount "due" from the Prime Contractor's progress payment, and / or, withholding any progress or retainage payment.

- [] **PERFORMANCE AND PAYMENT BOND.** Approved Performance and Payment bonds guaranteeing faithful and proper performance of the work and materials, to be executed by an acceptable surety company, will be required of each Contractor, at his own expense, at the time he executes his contract. The bond will be in the amount of 100 percent (100%) of the contract price, and must be in full force and effect for a period of twelve (12) months from the date of acceptance of the final payment for the work. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work of specification."
- [] **COUNCILMANIC APPROVAL AND RATIFICATION OF CONTRACT.** If required by City Ordinance, the contract for the work specified herein, although executed on behalf of the City by the Mayor and the Board of Park Commissioners, shall not be binding upon the City; unless, and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And, if the Common Council fails to approve the contract within ninety (90) days after the date of bid opening, then the Contractor shall not be bound to the contract unless he elects to be so bound.
- [x] **LIQUIDATED DAMAGES.** It is hereby agreed by and between the Fort Wayne Parks and Recreation and Contractor, time is of the essence of this agreement. The agreement will include a stipulation that liquidated damages will be established in the amount of **\$200.00 per calendar day** for each calendar day after the agreed completion date that the Work is not fully certified by the Owner's Representative as being Substantially Complete.

Substantial Completion Date: To be determined
(Contractor receipt of Purchase Order shall serve as Notice to Proceed)

The Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided that the Contractor gives to the Owner a written request for time extension within ten (10) calendar days from the event giving rise to the claim. The parties further agree that causes beyond the control of the contractor may delay the completion date. Delays beyond the control of the Contractor are limited to the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America, or, of the State of Indiana, or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

- [] **EMERGING BUSINESS ENTERPRISE (EBE) PARTICIPATION GOAL.**
- [] Pursuant to Executive Order 90-01 (as amended 05/08/06), the City of Fort Wayne has established a 10% goal of the contract dollar amount on construction projects to Emerging Business Enterprises (EBE). If the Prime Contractor is unable to meet the goal, he must request a Waiver / Reduction Form from the City of Fort Wayne Office of Vendor Compliance, document the efforts taken, or other rationale for not complying with the Order, and return the form to the Compliance Office prior to request for final payment. If the explanations are unacceptable, a recommendation will be made to the Owner that the contract dollar amount be reduced by the undistributed 5% retainage. Contact the Office of Vendor Compliance, 427-1370 for more information. For a current list of companies that are EBE's, go to the City of Fort Wayne's website at: www.cityoffortwayne.org, then click on Public Works, then click on

Vendor Compliance, then scroll down to Certified EBE/MBE Enterprise Directory.

- [] The 10% Emerging Business Enterprise (EBE) and Minority Business Enterprise (MBE) participation goal has been waived by the City of Fort Wayne Vendor Compliance Office for this project. Participation from EBE and MBE Contractors, though not required, are still encouraged.

- [] **ESCROW AGREEMENT.** Pursuant to Indiana State Law IC 36-1-12-14, if the Contract is in excess of \$100,000, the Contract will be subject to the standard City of Fort Wayne Board of Park Commissioners Escrow Agreement. Two separate Purchase Order numbers will be generated, 95% of the Contract price in the name of the Contractor, and 5% of the contract price in the name of the Contractor's Escrow Agent. 100% of the Contract price will be paid to the Contractor; however, payments to the Contractor are not to exceed 95% of the total Contract amount until the Owner has verified that the Contractor has completed all Punch List items, made good faith efforts to attain the EBE goal if it was required, and all Vendor Compliance documentation has been approved by the Office of Vendor Compliance. Payment of the final 5% of the Contract amount will be dependent upon good faith efforts to comply with the aforementioned sentence, and subject to reduction in the event of non-compliance. A Copy of a blank Escrow Agreement is included in this Project manual for review.

- [x] **ALCOHOL AND DRUG POLICY.** The City of Fort Wayne has in place an Alcohol and Drug Policy that also applies to any Contractor doing business with the City of Fort Wayne. A copy of the policy is available for inspection in the office of Risk Management, Citizens Square, 200 E. Berry St., Fort Wayne, Indiana. The successful Contractor will be furnished a copy of said policy and as a condition of being awarded any contract, the successful Contractor shall execute and acknowledgment of receipt of said policy and agree to be bound by the provisions of the policy that may be applicable.

- [x] **E-Verify AFFIDAVIT.** 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"). As a condition of being awarded any contract, the successful Bidder shall execute the E-Verify Affidavit, affirming that Contractor does not knowingly employ an unauthorized alien and further affirming that Contractor has enrolled and is participating in the E-Verify Program. The E-Verify Affidavit shall be submitted, by the successful bidder, with the signed Owner-Contractor Agreement.

END OF DOCUMENT 002113

SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including other Specification Sections, apply to this Section.
- B. The Work of this Section shall be included as part of the Contract Document of the Prime Contractor and subcontractors on this Project.

1.2 PROJECT DESCRIPTION

- A. Summary of Work: See Section 001116 "Invitation to Bid"

- B. Job Conditions:

1. No part of this work shall be performed or installed in any location or manner which may endanger the health, safety, or welfare of the public now or in the future. Means, methods, techniques, sequencing, etc. are the sole responsibility of the contractor.
2. The contractor agrees that he/she shall assume sole and complete responsibility for his/her work, including safety of all persons and property; and that the contractor shall defend, indemnify, and hold the owner harmless from any and all liability, real or alleged, in connection with the contractor's performance of work on this project, excepting for liability arising from the sole negligence of the owner or tenants. Any facilities or property damaged or destroyed as a result of the contractor's operations at the sites shall be repaired or replaced at the contractor's expense.
3. Any requirement of this specification which conflicts with or is in violation of any government rule, ordinance, regulation, etc. shall be void. The contractor shall notify the owner immediately of any such requirement found in this specification.
4. The contractor shall, throughout the course of this work, comply with all rules, ordinances, regulations, etc. set forth by agencies having jurisdiction, which apply to the work site, the contractor, and/or his/her employees.
5. All debris (construction material, litter, etc.) shall be disposed of offsite at contractor's expense.

- C. Inspection:

1. Contract work may be inspected for acceptance in portions as agreeable to Owner, provided each portion of work offered for inspection is complete.
2. When inspected, work which does not comply with requirements, replace rejected work until inspected by Owner and found to be acceptable. Remove materials promptly from project site.

1.3 CONTRACTOR USE OF PREMISES

- A. During the construction period the Contractors and subcontractors shall have full use of the premises for construction operations, including use of the site. The contractor's use of the premises is limited only by the Owner's right to perform construction operations with its own forces or to employ separate contractors on portion of the project.
- B. Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.

SUMMARY OF WORK

1. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 2. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials unless otherwise noted. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
- C. Each contractor shall limit his use of the premises for work and for storage, to allow for work by other contractors and Owner occupancy of adjacent buildings or building areas.
- D. Coordinate use of the premises, under direction of the Owner's Representative.
- E. Contractor shall assume complete responsibility for the protection and safekeeping of products under this Contract, stored on site.
- F. Contractor shall move stored products which interfere with operation of the Owner or separate Contractor.
- G. Contractor shall obtain and pay for the use of additional storage of work areas needed for operation.

1.4 TAXES

- A. The City of Fort Wayne Board of Park Commissioners is not subject to federal excise taxes. Federal Tax Registry Number is 003120627 001 7. The City of Fort Wayne Board of Park Commissioners is not subject to the Indiana sales and use taxes on the purchase of goods and other materials.

1.5 PERMITS, FEES, AND NOTICES

- A. The Prime Contractor shall secure the general building permit for the Owner. Each contractor shall secure and pay for other permits, governmental fees, and licenses necessary for the proper execution and completion of his Work, which are applicable at the time the bids are also received. Each contractor shall be responsible for contacting the local governing agency for such cost information and requirements.
- B. Inspection of installed work shall be performed by the governing authority as arranged for by the Prime Contractor. Work shall be covered until approved.
- C. Each Contractor shall give notices and comply with laws, ordinances, rules, regulations, and orders of public authorities bearing on the performance of his Work. If a Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Owner's Representative in writing, and necessary changes shall be adjusted by appropriate notifications. If a Contractor performs Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner's Representative, he shall assume full responsibility therefore and shall bear the costs attributable thereto.

1.6 LABOR AND MATERIALS

SUMMARY OF WORK

- A. Unless otherwise specifically noted, each Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of his Work, whether temporary or permanent and whether or not incorporated or to be incorporated at the Work.
- B. Each Contractor shall enforce strict discipline and good working order among his employees or other persons carrying out Work of his Contract and shall not permit employment of unfit person or persons or anyone not skilled in the task assigned to them.
- C. All materials used by the Contractor in the performance of the contract will, unless otherwise specified, be new, of a merchantable quality, and in no case less than the quality required by the specifications.

1.7 PROJECT COORDINATION

- A. The Prime Contractor shall provide full-time, on-site supervision to coordinate all aspects of his Work with other Contractors' Work. It shall be the full responsibility to coordinate with all phases of Site Work, and other separate Contract Work. All Separate Contractors shall fully cooperate with each other and the Owner's Representative.
- B. The Prime Contractor shall coordinate the performance of his subcontractors in the utilization of the site, as well as in the actual performance of their contractual obligations to the Owner.
- C. Each Subcontractor shall cooperate with the Prime Contractor and all other Contractors who may be employed by the Owner.
- D. None of the services covered by the Contract shall be sub-contracted or contracted out without the prior written approval of the Board. No subcontract will be awarded to Contractors who have been debarred or suspended from doing work for the City of Fort Wayne.

1.8 VERIFICATION OF DRAWING'S / SITE / EXISTING DIMENSIONS

- A. Each Contractor shall verify all dimensions shown on the Drawings and obtain all measurements required for proper execution of the Work.
- B. Before commencing Work, each Contractor shall examine all surfaces, and areas indicated on the Drawings to receive Work.. Report necessary corrections in writing immediately to the Owner's Representative. Do not proceed until corrections (if any required) have been made. Commencing Work signifies this Contractor's acceptance of said spaces, surfaces, and areas, and of job Conditions.

1.9 PROJECT SECURITY AND PROTECTION

- A. The Prime Contractor shall be responsible for developing and conduction a security program, specifically oriented for the protection of preventing damage, injury, or loss to the entire project site and other property at the site or adjacent thereto. This shall be acceptable to the Owner, and shall remain in effect through Substantial Completion of the Project.
- B. Each Contractor shall be responsible for securing his work and equipment at the close of each workday.
- C. It is recommended that the Contractor remove all equipment from the site at the end of each work day. Owner will not be responsible for any damage or theft to equipment left on the job site.

SUMMARY OF WORK

- D. The Contractor shall be 100% fully responsible for any and all barricades and traffic control. The Owner reserves the right to request more protection if deemed necessary.
- E. The Contractor shall obtain adequate protection of all work from possible damage, and shall protect the City's property from possible injury or damage arisen from the work to be done under or by the Contractor, its employees, agents and sub-contractors during the construction. He shall take all reasonable precaution for the safety of the employees on the job and shall comply with all applicable safety laws, building codes, and ordinances. The Contractor shall properly and fully guard all excavations and dangerous places and will use all due and proper precaution to prevent injury to any and all persons and property.

1.10 INSURANCE

- A. Proof of Contractor's Liability Insurance will be required of each Contractor before a Contract is executed. The City of Fort Wayne has the following insurance requirements: Awarded bidder (s) will be required to submit a copy of Certificate of Insurance for General Liability with a \$1,000,000 per occurrence and \$2,000,000 per aggregate, Auto Liability with a \$1,000,000 per occurrence. Products liability \$1,000,000 per occurrence, completed operations liability \$1,000,000 per occurrence. Workers Compensation per the Indiana Statute. The "City of Fort Wayne" shall be named as an additional insured. In the event of policy cancellation, the City of Fort Wayne shall be given 30 days prior written notice.

1.11 INDEMNIFICATION CLAUSE / WAIVER OF RIGHT TO MECHANICS LIENS

- A. Prior to signing of agreement, the Contractor will be required to relinquish all right to claim or file notice of Mechanic's Lien upon the City of Fort Wayne Board of Park Commissioners, or any part or division of the Fort Wayne Parks and Recreation Department. The Contractor shall observe all laws, statues, and ordinances affecting this Work.

1.12 CLEAN-UP AND WASTE REMOVAL

- A. Waste Material: Remove all waste material and debris at frequent intervals and at the end of each work day from the premises and keep premises clear. Remove waste at Owner's request.
- B. Clean-Up: At the end of each work day, the job site is to be cleaned of all debris. Such debris shall be removed from the site. It is recommended that the Contractor remove all equipment from the site at the end of each work day. Owner will not be responsible for any damage or theft to equipment left on the job site. Contractor is not to use any of the Park Department trash containers, mops, mop buckets, brooms, etc. Contractor is to supply all cleaning equipment and materials to use during project clean-up.
- C. Damage to Site: As stated above, Contractor will be responsible for any damage to the job site which shall include but not limited to shrubs, trees, walks, drives, buildings, utilities, and turf. At the completion of the project, Contractor will restore all areas to original or better condition.

1.13 SCHEDULING OF OPERATIONS

- A. Work shall begin as soon as a purchase order has been awarded or as otherwise stated. Give the Fort Wayne Parks and Recreation Department a 48 hour notice prior to beginning any Work.
- B. Pre-Construction Meeting: A Pre-Construction Meeting shall be set up between the Owner, Prime Contractor, and all sub contractors involved with the Work prior to commencing construction.

SUMMARY OF WORK

- C. **Progress Meetings:** Progress meetings shall be held between the Owner, Prime Contractor, and all sub contractors involved with the current Work at a time and duration agreed to by the Owner and Prime Contractor. In no case shall the duration between meetings be more than two (2) weeks.

1.14 CHANGES TO THE CONTRACT

- A. The Owner may, at any time, by written Change Order, make changes within the general scope of the Contract. If any change results in an increase or decrease in the cost of performance, time of performance, or any other material provision under the Contract price, the Owner shall make an equitable adjustment in the Contract price, time of performance, or other provision. Any claim by the Contractor for adjustment under this clause shall be submitted to the Owner in writing within thirty (30) days after the issuance of the Change Order. All such Change Orders and resultant compensation shall be incorporated as written modifications to the Contract.

1.15 PROGRESS PAYMENTS AND RETAINAGE

- A. The Contractor may submit requests for payments no more often than every thirty (30) days for Work performed under the contract. If the Contractor is in compliance with the provisions of the contract, the Owner will make payments for such Work performed and completed. However, in any such case, the Owner will retain 5% (five percent), of the total amount owing to insure satisfactory completion of the Contract and to insure Contractor's compliance with the E.B.E. Rider, if required of this Contract. Payments to the Contractor are not to exceed 95% of the total Contract amount until the owner has verified that the Contractor has made good faith efforts to attain the E.B.E. goal stipulated in the E.B.E. Rider.

END OF SECTION 002214

PRODUCT DATA SHEET 0 - BID INFORMATION

- 1.1 Bidder: Shade Trees Unlimited
- 1.2 Bidder Representative: Mike Hollis
- 1.3 Bidder Address: 1785 W. Keiser Rd Columbia City, IN
46725
- 1.4 Bidder Phone Number: 260/248-2733
- 1.5 Bidder Email Address: sales@shadetreesunlimited.com
- 1.6 Project Name: **Street/ Park Tree Purchase and Planting**
- 1.7 Project Location: **Throughout Fort Wayne**
- 1.8 Bid Due: **Wednesday, May 1, 2022 – 11:00a.m.**
www.QuestCDN.com
- 1.9 Owner: **Board of Park Commissioners, City of Fort Wayne, Indiana**
- 1.10 Owner Project Number: **2022042**
- 1.11 Purchasing eBidDoc Number: **8169529**

PRODUCT DATA SHEET 1 - CERTIFICATIONS AND BASE BID

- 1.1 Base Bid (Unit Cost): The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Owner and its consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

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BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

BASE BID – Unit Cost (See Below)

Deciduous

Common Name	Botanical Name	1.5" Cali- per (Deliv- ered)	2.0" Cali- per (Deliv- ered)	3.0" Cali- per (Deliv- ered)
Ohio Buckeye	<i>Aesculus glabra</i>	\$ 165 -	\$ 220 -	\$ -
Freeman Maple	<i>Acer x freemanii</i>	\$ 150 -	\$ 200 -	\$ 250 -
	<i>Armstrong</i>	\$ 150 -	\$ 200 -	\$ 250 -
	<i>Autumn Blaze</i>	\$ 150 -	\$ 200 -	\$ 250 -
	<i>Autumn Flame</i>	\$ 150 -	\$ 200 -	\$ 250 -
	<i>Autumn Spire</i>	\$ -	\$ -	\$ -
	<i>Celebration</i>	\$ 150 -	\$ 200 -	\$ 250 -
	<i>Marmo</i>	\$ 150 -	\$ 200 -	\$ 250 -
Black maple	<i>Acer nigrum</i>	\$ -	\$ -	\$ -
Red Maple	<i>Acer rubrum</i>	\$ 150 -	\$ 200 -	\$ 250 -
	<i>October Glory</i>	\$ 150 -	\$ 200 -	\$ 250 -
	<i>Red Sunset</i>	\$ 150 -	\$ 200 -	\$ 250 -
Sugar Maple	<i>Acer saccharum</i>	\$ 165 -	\$ 220 -	\$ 330 -
	<i>Commemoration</i>	\$ 165 -	\$ 220 -	\$ 330 -
	<i>Green Mountain</i>	\$ 165 -	\$ 220 -	\$ 330 -
Serviceberry	<i>Amelanchier Sp.</i>	\$ 165 -	\$ 220 -	\$ -
	Clump form	\$ 165 -	\$ 220 -	\$ -
	<i>Autumn Brilliance</i>	\$ 165 -	\$ 220 -	\$ -
	<i>Allegheny</i>	\$ 165 -	\$ 220 -	\$ -
	<i>Cumulus</i>	\$ -	\$ -	\$ -
	<i>Shadblow</i>	\$ 165 -	\$ 220 -	\$ -
Paw Paw	<i>Asimina triloba</i>	\$ -	\$ -	\$ -
River Birch	<i>Betula nigra</i>	\$ 150 -	\$ 200 -	\$ -
	Clump form	\$ 150 -	\$ 200 -	\$ -
	<i>Heritage</i>	\$ 150 -	\$ 200 -	\$ -

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BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

European Hornbeam	<i>Carpinus betulus</i>	\$ 165 -	\$ 220 -	\$ -
	<i>fasigiata</i>	\$ 165 -	\$ 220 -	\$ -
American Hornbeam	<i>Carpinus caroliniana</i>	\$ 165 -	\$ 220 -	\$ -
Bitternut Hickory	<i>Carya cordiformis</i>	\$ -	\$ -	\$ -
Northern Pecan	<i>Carya illinoensis</i>	\$ -	\$ -	\$ -
Shellbark Hickory	<i>Carya laciniosa</i>	\$ -	\$ -	\$ -
Shagbark Hickory	<i>Carya ovata</i>	\$ -	\$ -	\$ -
Dustan Chestnut	<i>Castanea dentata x mollissima</i>	\$ -	\$ -	\$ -
Northern Catalpa	<i>Catalpa speciosa</i>	\$ 150 -	\$ 200 -	\$ -
Southern Catalpa	<i>Catalpa bignonioides</i>	\$ -	\$ -	\$ -
	<i>Nana Dwarf</i>	\$ -	\$ -	\$ -
Common Hackberry	<i>Celtis occidentalis</i>	\$ 150 -	\$ 200 -	\$ -
	<i>Chicagoland</i>	\$ -	\$ -	\$ -
	<i>Prairie Pride</i>	\$ -	\$ -	\$ -
	<i>Windy City</i>	\$ -	\$ -	\$ -
Katsuratree	<i>Cercidiphyllum japonicum</i>	\$ 150 -	\$ 200 -	\$ -
Easter Redbud	<i>Cercis canadensis</i>	\$ 150 -	\$ 200 -	\$ -
	Clump form	\$ 150 -	\$ 200 -	\$ -
Fringetree	<i>Chionanthus virginicus</i>	\$ -	\$ -	\$ -
American Yellowwood	<i>Cladrastis kentukea</i>	\$ 150 -	\$ 200 -	\$ -
American Dogwood	<i>Cornus florida</i>	\$ 150 -	\$ 200 -	\$ -
Kousa Dogwood	<i>Cornus kousa</i>	\$ 150 -	\$ 200 -	\$ -
Turkish Filbert	<i>Corylus colurna</i>	\$ -	\$ -	\$ -

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BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

Cockspur Hawthorne	<i>Crataegus crus-galli</i>	\$ 150 -	\$ 200 -	\$ -
	<i>inermis</i>	\$ 150 -	\$ 200 -	\$ -
Downy Hawthorne	<i>Crataegus mollis</i>	\$ -	\$ -	\$ -
Green Hawthorne	<i>Crataegus viridis</i>	\$ 150 -	\$ 200 -	\$ -
	<i>Winter King</i>	\$ 150 -	\$ 200 -	\$ -
American Persimmon	<i>Diospyros virginiana</i>	\$ -	\$ -	\$ -
Hardy Rubber tree	<i>Eucommia ulmoides</i>	\$ -	\$ -	\$ -
American Beech	<i>Fagus grandifolia</i>	\$ 150 -	\$ 200 -	\$ -
Maidenhair Tree	<i>Ginko biloba</i>	\$ 165 -	\$ 225 -	\$ -
	<i>Autumn Gold</i>	\$ 165 -	\$ 225 -	\$ -
	<i>Princeton</i>	\$ 165 -	\$ 225 -	\$ -
Honeylocust	<i>Gleditsia triacanthos</i>	\$ 150 -	\$ 200 -	\$ 250 -
	<i>Imperial</i>	\$ 150 -	\$ 200 -	\$ 250 -
	<i>Shademaster</i>	\$ 150 -	\$ 200 -	\$ 250 -
	<i>Skyline</i>	\$ 150 -	\$ 200 -	\$ 250 -
Kentucky Coffee Tree	<i>Gymnocladus dioicus</i>	\$ 165 -	\$ 225 -	\$ -
	<i>Espresso</i>	\$ 165 -	\$ 225 -	\$ -
	<i>J.C Mcdaniel (Prairie Titan)</i>	\$ -	\$ -	\$ -
Black Walnut	<i>Juglans nigra</i>	\$ -	\$ -	\$ -
Sweetgum	<i>Liquidambar styraciflua</i>	\$ 150 -	\$ 200 -	\$ -
	<i>Rotundiloba</i>	\$ 150 -	\$ 200 -	\$ -
Tulip Tree	<i>Liriodendron tulipifera</i>	\$ 150 -	\$ 200 -	\$ -
Osage Orange	<i>Maclura pomifera</i>	\$ -	\$ -	\$ -
	<i>White Shield</i>	\$ -	\$ -	\$ -
Japanese Crabapple	<i>Malus sp.</i>	\$ 150 -	\$ 200 -	\$ -
	<i>Adams</i>	\$ 150 -	\$ 200 -	\$ -

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BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

	Donald Wyman	\$ 150 -	\$ 200 -	\$ -
	Madona	\$ 150 -	\$ 200 -	\$ -
	Professor Sprenger	\$ 150 -	\$ 200 -	\$ -
Cucumber Tree Magnolia	<i>Magnolia acuminata</i>	\$ 150 -	\$ 200 -	\$ -
	Butterflies	\$ -	\$ -	\$ -
Dawn Redwood	<i>Metasequoia glyptostroboides</i>	\$ 150 -	\$ 200 -	\$ 250 -
Blackgum	<i>Nyssa sylvatica</i>	\$ 150 -	\$ 200 -	\$ -
American Hophornbeam	<i>Ostrya virginiana</i>	\$ 165 -	\$ 225 -	\$ -
Sycamore	<i>Platanus occidentalis</i>	\$ 150 -	\$ 200 -	\$ 250 -
London Planetree	<i>Platanus x acerifolia</i>	\$ 150 -	\$ 200 -	\$ 250 -
	Bloodgood	\$ 150 -	\$ 200 -	\$ 250 -
	Columbia	\$ 150 -	\$ 200 -	\$ 250 -
White Oak	<i>Quercus alba</i>	\$ 150 -	\$ 200 -	\$ 250 -
Swamp White Oak	<i>Quercus bicolor</i>	\$ 150 -	\$ 200 -	\$ 250 -
Scarlet Oak	<i>Quercus coccinea</i>	\$ -	\$ -	\$ -
Northern Pin Oak	<i>Quercus ellipsoidalis</i>	\$ 150 -	\$ 200 -	\$ 250 -
Shingle Oak	<i>Quercus imbricaria</i>	\$ 150 -	\$ 200 -	\$ 250 -
Overcup Oak	<i>Quercus lyrata</i>	\$ -	\$ -	\$ -
Bur Oak	<i>Quercus macrocarpa</i>	\$ 150 -	\$ 200 -	\$ 250 -
Chinquapin Oak	<i>Quercus muehlenbergii</i>	\$ 150 -	\$ 200 -	\$ 250 -
Pin Oak	<i>Quercus palustris</i>	\$ 150 -	\$ 200 -	\$ 250 -
English Oak	<i>Quercus robur</i>	\$ 150 -	\$ 200 -	\$ 250 -
Heritage Oak	<i>Quercus robur x macrocarpa</i> 'Clemons'	\$ 150 -	\$ 200 -	\$ 250 -

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BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

Northern Red Oak	<i>Quercus rubra</i>	\$ 150-	\$ 200-	\$ 250-
Shumard Oak	<i>Quercus shumardii</i>	\$ -	\$ -	\$ -
Black Oak	<i>Quercus velutina</i>	\$ -	\$ -	\$ -
Black Locust	<i>Robinia pseudoacacia</i>	\$ 150-	\$ -	\$ -
	Purple Robe	\$ 150-	\$ -	\$ -
Japanese Tree Lilac	<i>Syringa reticulata</i>	\$ 150-	\$ 200-	\$ 250-
	Ivory Silk	\$ 150-	\$ 200-	\$ 250-
	Summer Snow	\$ -	\$ -	\$ -
Bald Cypress	<i>Taxodium distichum</i>	\$ 150-	\$ 200-	\$ 250-
	Shawnee Brave	\$ 150-	\$ 200-	\$ 250-
American Linden	<i>Tilia americana</i>	\$ 150-	\$ 200-	\$ 250-
	Redmond	\$ 150-	\$ 200-	\$ 250-
Littleleaf Linden	<i>Tilia cordata</i>	\$ 150-	\$ 200-	\$ 250-
	Greenspire	\$ 150-	\$ 200-	\$ 250-
	June Bride	\$ -	\$ -	\$ -
Silver Linden	<i>Tilia tomentosa</i>	\$ 150-	\$ 200-	\$ 250-
	Sterling	\$ 150-	\$ 200-	\$ 250-
American Elm Hybrids	<i>Ulmus americana</i>	\$ 150-	\$ 200-	\$ 250-
	Princeton	\$ 150-	\$ 200-	\$ 250-
	Valley Forge	\$ 150-	\$ 200-	\$ 250-
Smoothleaf Elm Hybrids	<i>Ulmus carpinifolia</i>	\$ 150-	\$ 200-	\$ 250-
	Accolade	\$ 150-	\$ 200-	\$ 250-
	Danada Charm	\$ -	\$ -	\$ -
	Homestead	\$ 150-	\$ 200-	\$ 250-
	Morton Glossy	\$ 150-	\$ 200-	\$ 250-
	Patriot	\$ 150-	\$ 200-	\$ 250-
	Pioneer	\$ -	\$ -	\$ -
Japanese Zelkova	<i>Zelkova serrata</i>	\$ 150-	\$ 200-	\$ 250-

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BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

Planting cost including 1 year warranty - Street	\$ 100 -	\$ 100 -	\$ 125 -
Planting cost including 1 year warranty - Park	\$ 115 -	\$ 115 -	\$ 135 -

Coniferous

Common Name	Botanical Name	6' Tall (Delivered)	7' Tall (Delivered)
White fir	<i>Abies concolor</i>	\$ 295 -	\$ 355 -
Eastern Redcedar	<i>Juniperus virginiana</i>	\$ 135 -	\$ 154 -
Norway Spruce	<i>Picea abies</i>	\$ 295 -	\$ 355 -
Blue pruce	<i>Picea pungens</i>	\$ 295 -	\$ 355 -
White Pine	<i>Pinus strobus</i>	\$ 170 -	\$ 200 -

Planting Cost Including 1 year Warranty - Street Tree	\$ 100 -	\$ 125 -
Planting Cost Including 1 year Warranty - Park Tree	\$ 110 -	\$ 135 -

Planting of 3.0" caliper shade tree in tree grate planters in accordance with the provided detail drawing, including removing/replacing gravel mulch, weed barrier mat, excavating of 25 sq ft planting area, replacing topsoil and following other tree specifications (Including 1 year warranty). Tree grate shall be leveled upon completion.	\$ 325 -
Planting of 2" caliper shade tree in tree grate planters in accordance with the provided detail drawing, including removing/replacing gravel mulch, weed barrier mat, excavating of 25 sq ft planting area, replacing topsoil and following other tree specifications (Including 1 year warranty). Tree grate shall be leveled upon completion.	\$ 250 -

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BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

Removal of tree stump 4" dia. or less as part of planting operations. This includes tree stumps located within tree grate planters.	\$ 125 -
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The undersigned hereby certifies that all wages paid under this project will meet or exceed the Federal Minimum Wage.

Michael S. Helms
Signature

4/27/2022
Date

PRODUCT DATA SHEET 2 - TIME OF COMPLETION

Coordinate location of Contract Time requirement with option in paragraph below.

- 1.1 The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice of Award to be issued by Owner, and shall fully complete the Work as required by Contract Documents.

PRODUCT DATA SHEET 3 - ACKNOWLEDGMENT OF ADDENDA

- 1.1 The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
- a. Addendum No. 1, dated _____.
 - b. Addendum No. 2, dated _____.
 - c. Addendum No. 3, dated _____.
 - d. Addendum No. 4, dated _____.

PRODUCT DATA SHEET 4 - CONTRACTOR'S LICENSE

- 1.1 The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in City of Fort Wayne, Allen County, State of Indiana and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

SUBMITTER

Company: Shade Trees Unlimited Representative: Mike Hollis

Initials	Required Bid Forms Verification	Date Filed
	Bid Form <input type="checkbox"/>	
	Bid Bond <input type="checkbox"/>	
	Affirmative Action Program – Non-segregated Facilities <input type="checkbox"/>	
	Certificate in Lieu of Financial Statement <input type="checkbox"/>	
	Emerging Business Enterprise (EBE) Declaration Form <input type="checkbox"/>	
	Form 96, Part I - Signed & Notarized <input type="checkbox"/>	
	Form 96, Part II - Signed & Notarized <input type="checkbox"/>	
	Section I, Public Works Experience <input type="checkbox"/>	
	Section II, Work Plan Questionnaire <input type="checkbox"/>	
	Section III, Contractor Financial Statement <input type="checkbox"/>	
	Section IV, Current Contractual Obligations <input type="checkbox"/>	
	Indiana Contractor Certification (projects over \$300,000) <input type="checkbox"/>	
	Conflict of Interests Form <input type="checkbox"/>	
	Drug Policy Acknowledgement Form <input type="checkbox"/>	
	E-Verify Form <input type="checkbox"/>	
	Non-Collusion Affidavit <input type="checkbox"/>	
	Performance and Payment Bond (file at time of award) <input type="checkbox"/>	
	List of Subcontractors and Suppliers <input type="checkbox"/>	
	Affidavit and Waiver of Lien (file at time of invoice) <input type="checkbox"/>	
	Schedule of Values <input type="checkbox"/>	
	Estimated Construction Schedule <input type="checkbox"/>	

The undersigned hereby certifies the above required forms have been fully completed and properly submitted with this bid, and/or are already on file with the City of Fort Wayne.

Michael S Hollis
Signature

4/27/22
Date



CITY OF FORT WAYNE
AFFIRMATIVE ACTION PROGRAM

This Document may be completed electronically at the following website address

<https://tinyurl.com/COFWAffirmativeAction>

NAME OF COMPANY Shade Trees Unlimited
ADDRESS 1785 W. Kiser Rd CITY, ZIP CODE Columbia City, IN 46725
E-MAIL ADDRESS sales@shadetreesunlimited.com PHONE # 260/248-2733
FAX # 260/

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

Michael Hollis
Name: (please print)

GM
Title:

4/27/2022
Date:

Michael J Hollis
Signature:

1. Does your firm have a written Affirmative Action Program? _____ Yes No
- A. **If so**, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.
- B. **If not**, do you accept the following program in meeting the requirements of the City of Fort Wayne? Yes _____ No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

SECTION 004581
AFFIRMATIVE ACTION

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? Yes No

3. Current number of employees 14

Number of employees in January of this Year 3

4. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.)

5. List minority recruitment sources below:

<u>Agency</u>	<u>Contact Person</u>	<u>Date</u>
---------------	-----------------------	-------------

6. Does this company anticipate an increase in employment this year? Yes No

Approximately how many? _____

7. What specific goals can you achieve for the employment of minorities in the following labor classifications during 2013:

A. Officials and Managers	_____	%
B. Professionals	_____	%
C. Technicians	_____	%
D. Sales	_____	%
E. Office and Clerical	_____	%
F. Skilled Craftsman	_____	%
G. Other	_____	%

8. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of Shade Trees that Equal Employment Opportunity is afforded to all qualified persons without regard to race, sex, religion, color, national origin, disability, age or veteran status.

In support of this policy, Shade Trees will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin, sex, age, disability or veteran status.

The Management will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, age or veteran status. Such action will include but not be limited to: Recruitment, advertising or solicitation for employment hiring, placement, upgrading transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

Shade Trees Unlimited
Name of Company or Firm

4/27/2022
Date

Michael S Hollis
Signature of Highest Company Official

GM
Name and Title of Signer

Please type or print
Michael S Hollis

STATISTICAL INFORMATION FOR
AFFIRMATIVE ACTION / VENDOR COMPLIANCE

Shade Trees Unlimited
Name of Contractor or Supplier

Michael Hollis
(Information Given By)

1785 W. Koser Rd Columbus City, IN 46725
Address and Telephone Number

Michael Hollis
Person Filling Out This Form and Data

EEOC CATEGORY	EMPLOYEES BY RACE/ETHNICITY/SEX								DISABLED EMPLOYEES								TOTAL EMPLOYEES	
	W		BLK		H		OTHER		W		BLK		H		OTHER			
	M	F	M	F	M	F	M	F	(Designate)	M	F	M	F	M	F	(Designate)		
1. OFFICIAL & ADMINISTRATORS	1																	1
2. PROFESSIONALS																		
3. TECHNICIANS																		
4. OPERATIVES																		
5. LABORER					10													10
6. OFFICE AND CLERICAL	2																	2
7. SKILLED CRAFT WORKERS																		
8. SERVICE - MAINTENANCE WORKERS																		0
9. SALES WORKERS	1																	1
TOTALS	14																	14
PERCENTAGES	28				72													



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96
State Form 52414 (R2/2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (mo / dy / year): 4/27/2022

1. Governmental Unit (Owner): Fort Wayne IN
2. County: Allen
3. Bidder (Firm): Shade Trees Unlimited
Address: 1785 W. Kessler Rd
City / State / ZIP code: Columbus City, IN 46725
4. Telephone Number: 260-248-2733
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Fort Wayne IN Parks and Rec (Governmental Unit) in accordance with plans and specifications prepared by Donk Veit and dated _____ for the sum of _____ \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, 20____ subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$150,000 or more - IC 36-1-12-4)

Governmental Unit: Fort Wayne Parks and Rec
 Bidder (Firm): Shady Trees Unlimited
 Date (mo/dy/year): 4/27/2022

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
293,950	Street Tree Planting	12/10/21	Fort Wayne Parks & Rec

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

4. List references from private firms for which you have performed work.

Shawnee Construction

Tippmann Properties

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

Plan on digging trees in October 2022 and then planting them in November and December

2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

n/a

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

n/a

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

skid loaders, tree spades and shovels

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

current market and input and output expenses were used.

Part of State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

BID OF

Shade Trees Unlimited
(Contractor)

1785 W Kaiser Rd
(Address)

Columbia City, IN 46725

FOR

PUBLIC WORKS PROJECTS

OF

Planting City Street Trees

Filed _____

Action taken _____

END OF SECTION 004584

INDIANA CONTRACTOR QUALIFICATION CERTIFICATION

Pursuant to Indiana Code 5-16-13, Contractor hereby certifies that he/she shall be qualified under either IC 4-13-6.4 (Qualification for State Public Works Projects) or IC 8-23-10 (Qualifications of Bidders for Contracts) prior to performing any work on a City of Fort Wayne Board of Park Commissioners Project. Contractor further certifies that subcontractors of Contractor awarded subcontracts on a Public Works Contract in excess of \$300,000 shall be qualified under the applicable statute. Contractor acknowledges that if he/she violates any of the foregoing qualification requirements, he/she shall be ineligible to bid on Public Works Contracts for such time period as the City determines.

Shade Trees Unlimited
Name of Company

By: Michael S Hollis
(Signature)

Michael S Hollis
(Printed Name)

Title: GM

END OF SECTION 004585



Drug Policy Acknowledgement Form



FORT WAYNE
PARKS AND
RECREATION

Pursuant to Article 19.08B of the Instructions to Bidders, Contractor acknowledges the City of Fort Wayne has in place Drug and Alcohol Policy that applies to any Contractor doing business with the City. A copy of this policy is available for inspection on the City of Fort Wayne website at: <http://www.cityoffortwayne.org/purchasing-home.html>. As a condition of being awarded any contract, the successful Bidder shall sign this Drug Policy Acknowledgement and agree to be bound by those provisions of the policy that may be applicable. A copy of this form will be retained by the City of Fort Wayne.

The undersigned, on behalf of the Contractor deposes and states that the Contractor acknowledges the City of Fort Wayne's Alcohol and Drug Policy.

Shade Trees Unlimited
Name of Company

Michael S. Holly G.M.
Name and Title

Drug Policy Acknowledgement Form
00 54 52-1

END OF SECTION 004587

CITY OF FORT WAYNE, INDIANA

Shade Trees Unlimited
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. FINANCIAL INTERESTS;
2. POTENTIAL CONFLICTS OF INTEREST;
3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

- (i) Equity ownership exceeding 5%
- (ii) Distributable income share exceeding 5%
- (iii) Not Applicable (If N/A, go to Section 2)

Name: Randall R Geist

Name: Michael S Hollis

Address: 7523 Witting Blvd Roanoke, IN

Address: 13543 Paperback Trl Fort Wayne, IN

b. For each individual listed in Section 1a. show his/her type of equity ownership:

- sole proprietorship
- partnership interest
- other (explain) _____
- stock
- units (LLC)

c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent): ownership interest:

Name: Randall R Geist 50 %

Name: Michael S Hollis 50 %

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a. check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services:
Yes _____ No

- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)
Including contractual employment for services in the previous 3 years:
Yes _____ No

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years: Yes _____ No

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes _____ No

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes _____ No

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

SECTION 004586
CONFLICT OF INTEREST

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Shade Trees Unlimited
(Name of Vendor)

1785 W Keiser Rd
Address

(26) 248-2733
Telephone

Sales@shadetreesunlimited.com
E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Michael Hollis

Title GM

Signature Michael Hollis

Date 4/27/2022

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

END OF SECTION 004586



SERVICE AGREEMENT: Project # _____ RFQ # _____ Q _____

SUPPLIER NAME <i>Shade Trees Unlimited</i>	CITY DEPARTMENT
STREET ADDRESS <i>1785 W. Kaiser Rd</i>	STREET ADDRESS
CITY, STATE, ZIP CODE <i>Columbia City, IN 46725</i>	CITY, STATE, ZIP CODE
ATTENTION/ PHONE <i>260/248-2733</i>	

Service Description	Rates
Aggregate Price	

The following is made a part of this Agreement:

This Agreement is entered into between Supplier and the City. The additional terms and conditions on the reverse side hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract at its option, for an equivalent period, by written notice to the Supplier not less than thirty days prior to the expiration date.

SUPPLIER:

For Independent Contractors: Will any individuals other than yourself perform work on this project? Yes <input type="checkbox"/> No <input type="checkbox"/> o If yes, see reverse side for Worker's Comp. requirement.	CITY OF FORT WAYNE, BOARD OF PARK COMMISSIONERS
By (Signature): <i>Michael S Holts</i>	By (Signature):
Printed Name: <i>Michael S Holts</i>	Printed Name:
Date: <i>4/27/2022</i>	Date:

ADDITIONAL TERMS AND CONDITIONS

1. **SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. **TIME IS OF THE ESSENCE.** Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
2. **INVOICES.** Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to supplier against any amount owed by Supplier or any of its affiliated companies to the City.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** City and Supplier are and shall remain as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the City for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.
4. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion thereof due, or claimed to be due, to the negligence of the City except that Supplier shall have no duty to hold harmless the City for such portion of the foregoing proximately caused by negligence or misconduct of the City, and if any suit, claim, or demand was defended by Supplier, then the City will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.
5. **LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.
6. **INSURANCE.** Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

(a) Worker's Compensation	per statutory requirements *
(b) General Liability	\$1,000,000 minimum per occurrence/ \$2,000,000 aggregate
(c) Automobile Liability	\$1,000,000 minimum per occurrence
(d) Products Liability	\$1,000,000 minimum per occurrence
(e) Completed Operations Liability	\$1,000,000 minimum per occurrence

* Independent Contractors that hire others and indicate that they do NOT carry workers comp insurance must submit a valid Clearance Certificate approved by the Worker's Compensation Board of Indiana.

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry Street, Suite 490
Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any cognizable property right of the Supplier to copyright, license, patent or otherwise use such information, data findings, recommendations proposals, etc.
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.
12. **EMPLOYER CERTIFICATION.** In accordance with I.C. §22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
15. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
17. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
19. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **DISPUTE RESOLUTION.** The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
23. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10, the Civil Rights Act of 1964, and Title VI, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.

Quest#: 8169529



City of Fort Wayne
Street / Park Tree Installation-B&B
May 1, 2022

PART 1 – GENERAL

1.1 SUMMARY

- A. The scope of work includes all labor, materials, appliances, tools, equipment, facilities, transportation, and services necessary for, and incidental to performing all operations in connection with furnishing, delivering, and installation of trees completely as shown on the drawings (when applicable) and as specified herein.
- B. The scope of work in this section includes, but is not limited to, the following:
 - 1. Locate, purchase, deliver and install all specified plants.
 - 2. Mulch, stake, and prune all specified plants.
 - 3. Clean up and disposal of all excess and surplus material.
 - 4. One (1) year plant warranty.

1.2 CONTRACT DOCUMENTS

- A. Shall consist of specifications, general conditions and detail drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one.

1.3 RELATED DOCUMENTS AND REFERENCES

- A. Related Documents:
 - 1. Drawings and general provisions of the contract including general and supplementary conditions.
- B. References: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto. In the event that the requirements of the following referenced standards and specification conflict with this specification section the requirements of this specification shall prevail. In the event that the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail or as determined by the Owners Representative.
 - 1. ANSI Z60.1 American Standard for Nursery Stock, the most current edition.
 - 2. ANSI A 300 – Standard Practices for Tree, Shrub and other Woody Plant Maintenance, most

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- current edition and parts.
- 3. Interpretation of plant names and descriptions shall reference the following documents. Where the names or plant descriptions disagree between the several documents, the most current document shall prevail.
 - a. USDA - The Germplasm Resources Information Network (GRIN) <http://www.ars-grin.gov/npgs/searchgrin.html>
 - b. Manual of Woody Landscape Plants; Michael Dirr; Stipes Publishing, Champaign, Illinois; Most Current Edition.
- 4. Glossary of Arboricultural Terms, International Society of Arboriculture, Champaign IL, most current edition.
- 5. The Manual on Uniform Traffic Control Devices (MUTCD) standards, most current edition

1.4 PERMITS AND REGULATIONS

- A. The Contractor shall obtain and pay for all permits related to this section of work unless previously excluded under the provision of the contract or general conditions. The Contractor shall comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified.
 - 1. Right-of-Way permit fees will be waived per city policy when working on a city contract **and** purchase order number can be provided.
 - a. The Owners Representative shall be notified 48 hours prior to the obstruction of normal traffic flow along primary routes.
 - b. The Contractor shall be responsible for payment of fees associated with the posting of "No Parking".

1.5 PROTECTION OF WORK, PROPERTY, AND PERSON

- A. The Contractor shall adequately protect the work, adjacent property, and the public. Contractor shall be responsible for any damages or injury due to his/her actions.
 - 1. Roadways shall have traffic maintained at all times and in accordance with MUTCD standards.
 - 2. If, at any time, in the opinion of the Owners Representative, the work is not in all aspects safe to people or property, the Owners Representative shall have the right to order safeguards they deem advisable and the Contractor shall comply with these orders.
 - a. The Contractor shall pay all expenses associated with such safeguarding.
 - 3. There shall be access provided by the contractor at all times for emergency vehicles and garbage pick-up.

1.6 CHANGES IN THE WORK

- A. Prices quoted of the awarded vendor must be exact and held firm through the term of the agreement. It is understood that pricing may not be immediately available for all tree species and/or varieties and therefore not included in the submitted bid. When this is the case, quoted price per tree shall be in writing and invoiced as "unique variety.

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- B. The Owner's Representative may order changes in the work by written notice and the contract sum should be adjusted accordingly. A written notice and price adjustment shall be negotiated where it is not covered by the bid unit price. All such orders, adjustments, and claims by Contractor for additional compensation must be approved by the Owners Representative in writing before executing the work.

1.7 CORRECTION OF WORK

- A. The Contractor, at their own expense, shall re-execute any work that fails to conform to the requirements of the contract. Defects due to faulty materials or workmanship shall be coordinated with a written notice from the Owner's Representative and work shall be remedied as soon as possible.

1.8 DEFINITIONS

All terms in this specification shall be as defined in the "Glossary of Arboricultural Terms" or as modified below.

- A. **Container plant:** Plants that are grown in and/or are currently in a container.
- B. **Defective plant:** Any plant that fails to meet the plant quality requirement of this specification.
- C. **Digging (dug):** When used in this specification relative to the excavation of a tree from the nursery is defined as cutting all roots and lifting the tree out of the ground and either moving it to a new location or placing it back into the same hole.
- D. **Dripline:** The area defined by the outermost circumference of a tree canopy
- E. **End of Warranty Final Acceptance:** The date when the Owner's Representative accepts that the plants and work in this section meet all the requirements of the warranty.
- F. **Field grown/ Balled and Burlaped (B&B) Trees:** Trees growing in field soil for at least 12 months prior to harvest.
- G. **Healthy:** Plants that are growing in a condition that expresses leaf size, crown density, color; and with annual growth rates typical of the species and cultivar's horticultural description, adjusted for the planting site soil, drainage and weather conditions.
- H. **Kinked root:** A root within the root package that bends more than 90 degrees.
- I. **Low profile basket:** A wire basket having the top of the highest loops on the basket no less than 4 inches and no greater than 8 inches below the shoulder of the root ball package.
- J. **Maintenance:** Actions that preserve the health of plants after installation and as defined in this specification.
- K. **Normal:** The prevailing protocol of industry standard(s).
- L. **Owner:** The City of Fort Wayne and its designated agent(s).
- M. **Owner's Representative:** The person appointed by the Owner to represent their interest in the review and approval of the work. They serve as the contracting authority with the Contractor. The Owner's Representative may appoint other persons to review and approve any aspects of the work

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- N. **Reasonable and reasonably:** When used in this specification relative to plant quality, it is intended to mean that the conditions cited will not affect the establishment or long-term stability, health or growth of the plant. This specification recognizes that it is not possible to produce plants free of all defects, but that some accepted industry protocols and standards result in plants unacceptable to this project.

This specification recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the Owner's Representative's expert shall determine when conditions are judged as reasonable.

- O. **Root ball:** The mass of roots including any soil or substrate that is shipped with the tree within the root ball package.
- P. **Root ball package.** The material that surrounds the root ball during shipping. The root package may include the material in which the plant was grown or new packaging placed around the root ball for shipping.
- Q. **Root collar (root crown, root flare, trunk flare, flare):** The region at the base of the trunk where the majority of the structural roots join the plant stem, usually at or near ground level.
- R. **Stem:** The trunk of the tree.
- S. **Substantial Completion Acceptance:** The date at the end of the Planting where the Owner's Representative accepts that all work in these sections is complete and the Warranty period has begun. This date may be different than the date of substantial completion for the other sections of the project.
- T. **Stem girdling root:** Any root more than ¼ inch diameter currently touching the trunk, or with the potential to touch the trunk, above the root collar approximately tangent to the trunk circumference or circling the trunk. Roots shall be considered Stem Girdling if they have, or are likely to have in the future, root to trunk bark contact.
- U. **Structural root:** One of the largest roots emerging from the root collar.
- V. **Tree:** Single and multi-stemmed plants with mature height approximately greater than 15 feet.

1.9 OBSERVATION OF THE WORK

- A. The Owner's Representative may observe the work at any time. They may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.
- B. Work shall proceed steadily until completed, and within the allowed planting season. The Owner's Representative shall be informed of the progress so that plant quality (Part 2-Products) and quality of work (Part 3-Execution) may be observed at appropriate times. The appropriate time to observe tree quality is at the time of delivery and prior to installation. The appropriate time to observe the quality of work is on site during the installation process. The Owner's Representative shall be afforded sufficient time to schedule visits to the site. Failure of the Owner's Representative to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.

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1.10 PAYMENT

- A. The Contractor shall submit invoices for work completed no more than every 30 days except at the completion of the project. Work will then be inspected for compliance with the contract requirements. Owner's Representative will then determine the portions of the work complete and authorize payment. Work not in adherence with the specifications shall be corrected at Installer's expense before payment will be authorized.

1.11 QUALITY ASSURANCE

- A. Substantial Completion Acceptance - Acceptance of the work prior to the start of the warranty period:
 - 1. Once the Contractor completes the tree installation, the Owner's Representative will observe all work for Substantial Completion Acceptance upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date of the observation.
 - 2. Substantial Completion Acceptance by the Owner's Representative shall be for general compliance to specified size, character, and quality. The Contractor will not be relieved of responsibility until full compliance of contract documents and specified species are met.
- B. The Owner's Representative will provide the Contractor with a written acknowledgment of the date of Substantial Completion Acceptance and the beginning of the warranty period.
- C. Contractor's Quality Assurance Responsibilities: The Contractor is solely responsible for the quality control of the work.
- D. Installer Qualifications: The installer shall be a firm having at least 5 years of successful experience of a scope similar to the required contract work, including but not limited to the handling and planting of large specimen trees in urban areas. The same firm shall install planting soil (where applicable) and plant material.
 - 1. Installation Supervision: During installation, there shall be an on-site, full-time supervisor who can communicate in fluent English with residents and the Owners Representative.

1.12 PLANT WARRANTY

- A. Plant Warranty:
 - 1. The Contractor agrees to replace defective work and defective plants. The Owner's Representative shall make the final determination if plants meet these specifications (Part 2-Products) (Part 3-Execution) or that plants are defective.
 - 2. Plant warranty shall begin on the date of Substantial Completion Acceptance and continue for one year
 - 3. When the work is accepted in parts, the warranty periods shall extend from each of the partial Substantial Completion Acceptances to the terminal date of the last warranty period. Thus, all warranty periods shall terminate at one time.
 - 4. All plants shall be warrantied to meet all the requirements for plant quality at installation in this specification. Defective plants shall be defined as plants not meeting these requirements (Part 2-Products). All maintenance during this warranty period shall be at the Contractors

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discretion and at no cost to the owner. The Owner's representative shall make the final determination that plants are defective.

5. Trees determined to be defective shall be removed immediately upon notification by the Owner's Representative and replaced without cost to the Owner, as soon as weather conditions permit and within the specified planting period.
 6. Trees shall be reasonably healthy at the end of the warranty period.
 7. The Contractor is exempt from replacing trees, after Substantial Completion Acceptance and during the warranty period, that are removed by others, lost or damaged due to occupancy of project, lost or damaged by a third party, vandalism, or any natural disaster.
 8. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification. All necessary repairs due to plant replacements shall be at no extra cost to the Owner.
 9. The Contractor is exempt from replacing trees that have previously been replaced in accordance with these specifications but fail to display a healthy growing condition.
 9. During and by the end of the warranty period, remove all tree wrap, ties, and guying unless otherwise specified by the Owner's Representative. All trees that do not have sufficient caliper to remain upright, or those requiring additional anchorage in windy locations, shall be staked or remain staked if required by the Owner's Representative.
- B. End of Warranty Final Acceptance - Acceptance of plants at the end of the warranty period.
1. At the end of the warranty period, the Owner's Representative shall observe all warranted work, upon the written request of the Contractor.
 2. End of Warranty Final Acceptance will be given only when all the requirements of the work under this specification have been met.

1.13 SELECTION AND OBSERVATION OF PLANTS

- A. The Owner's Representative may review all plants subject to the approval of size, health, quality, character, etc. Review or approval of any plant during the process of selection, delivery, installation, and establishment period shall not prevent that plant from later rejection in the event that the plant quality changes or previously existing defects become apparent that were not observed.
- B. Plant Selection: The Owner's Representative reserves the right to select, observe, and reject all plants at the nursery prior to delivery and to reject plants that do not meet specifications as set forth in this specification (Part 2-Products). If a particular defect or substandard element can be corrected at the nursery, as determined by the Owner's Representative, the agreed upon remedy may be applied by the nursery or the Contractor provided that the correction allows the plant to meet the requirements set forth in this specification. Any work to correct plant defects shall be at the contractor's expense.
1. The Owner's Representative may make an extensive observation of the plant's root system in the area of the root collar and the top of the root ball in order to determine that the plant meets the quality requirements for the depth of the root collar and presence of roots above the root collar.
 2. Corrections are to be undertaken at the nursery prior to shipping.
- C. All plants that are rejected shall be immediately removed from the site and acceptable replacement plants provided at no cost to the Owner.

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- D. The Contractor shall submit names and locations of nurseries proposed as sources of acceptable plants, and a list of plants they will provide. Approvals must be granted by Owners Representative. The plant list shall include the botanical and common name and the size at the time of selection. Contractor shall observe all nursery materials to determine that the materials meet the requirements of this section.
1. All trees shall be nursery grown under climatic and soil conditions similar to those in the location of the project for a minimum of 2 years.
 2. Suggested nurseries:
 - a. *Blue Grass Farms of Indiana - Anderson, Indiana*
 - b. *Shade Trees Unlimited, Inc. - Columbia City, Indiana*
 - c. *Acorn Farms - Galena, Ohio*
 - d. *Dogwood Hills Tree Farm - Middlebury, Indiana*
 - e. *Brown and Sons Nursery - Brookville, Ohio*
 - f. *The Davey Tree Nursery (B&B and Container)-Wooster, Ohio*
- E. Trees shall be purchased from a growing nursery. Re-wholesale plant suppliers shall not be used as sources unless the Contractor can verify that the required trees are not directly available from a growing nursery. When Re-wholesale suppliers are utilized, the Contractor shall submit the name and location of the growing nursery from where the trees were obtained by the re-wholesale seller. The re-wholesale nursery shall be responsible for any required plant quality certifications.
- F. The Contractor shall require the grower or re-wholesale supplier to permit the Owner's Representative to observe the root system of all plants at the nursery or job site prior to planting including the removal of soil or substrate around the base of the plant. Observation may be as frequent and as extensive as needed to verify that the plants meet the specifications.
- G. Where requested by the Owner's Representative, submit photographs of plants or representative samples of plants. Photographs shall be legible and clearly depict the plant specimen. Each submitted image shall contain a height reference, such as a measuring stick. The approval of plants by the Owner's Representative via photograph does not preclude the Owner's Representative's right to reject material while on site.

1.14 SUBSTITUTIONS

1. Submit all requests for substitutions of plant species, or size to the Owner's Representative, for approval, prior to purchasing the proposed substitution. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant and a record of other attempts to locate the required material. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, plants of the same genus and species but different cultivar origin, which may otherwise not meet the requirements of the specifications, but which may be available for substitution.
2. Required trees and various sizes listed in the Plant List shown on bid sheet at the back of this section.
3. The Owners Representative shall make a reasonable effort to select tree species/size based on availability list provided the Contractor.

1.16 PLANTING AROUND UTILITIES

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- A. The Contractor must ensure that all buried utilities and services are located and if necessary, protected and exposed prior to any excavation in accordance with local regulations. Hand excavation may be required.
- B. Utility location within the Fort Wayne Parks system shall be coordinated through Project Administration at (260)427-6000
- C. Notification of *Local Utility Locator Service, 811*, is required for all planting areas: The Contractor is responsible for knowing the location and avoiding utilities that are not covered by the 811 locates.

PART 2 – PRODUCTS

2.1 PLANTS: GENERAL

- A. Standards and measurement: Provide plants of quantity, size, genus, species, and variety or cultivars as shown and scheduled in contract documents.
 - 1. All plants including the root ball dimensions or container size to trunk caliper ratio shall adhere to ANSI Z60.1 “American Standard for Nursery Stock” latest edition unless modified by provisions in this specification. When there is a conflict between this specification and ANSI Z60.1, this specification section shall be considered correct.
 - 2. Plants larger than specified may be used if acceptable to the Owner’s Representative. Use of such plants shall not increase the contract price. If larger plants are accepted the root ball size shall be in accordance with ANSI Z-60.1. Larger plants may not be accepted if the resulting root ball cannot be fit into the required planting space.
 - 3. If a range of size is given, no plant shall be less than the minimum size and not less than 50 percent of the plants shall be as large as the maximum size specified. The measurements specified are the minimum and maximum size acceptable and are the measurements after pruning, where pruning is required.
- B. Proper Identification: All trees shall be true to name as ordered or shown on planting plans and shall be labeled individually or in groups by genus, species, variety, and cultivar.
- C. Compliance: All trees shall comply with federal and state laws and regulations requiring observation for plant disease, pests, and weeds. Observation certificates required by law shall accompany each shipment of plants.
- D. Plant Quality:
 - 1. **General:** Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, bores, and larvae. At the time of planting, all plants shall have a root system, stem, and branch form that will not restrict normal growth, stability, and health for the expected life of the plant.
 - 2. **Plant quality above the soil line:**
 - a. Plants shall be healthy with the color, shape, size, and distribution of trunk, stems, branches, buds and leaves normal to the plant type specified.
 - 1.) Crown: The form and density of the crown shall be typical for a young specimen of the species or cultivar pruned to a central and dominant leader.
 - a.) Crown specifications do not apply to plants that have been specifically trained in the nursery as topiary, espalier, multi-stem, clump, or unique selections such as

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contorted or weeping cultivars.

- 2.) Leaves: The size, color, and appearance of leaves shall be typical for the time of year and stage of growth of the species or cultivar. Trees shall not show signs of prolonged moisture stress or over watering as indicated by wilted, shriveled, or dead leaves.
 - 3.) Branches: Shoot growth (length and diameter) throughout the crown should be appropriate for the age and size of the species or cultivar. Trees shall not have dead, diseased, broken, distorted, or otherwise injured branches.
 - a.) Main branches shall be distributed along the central leader not clustered together. They shall form a balanced crown appropriate for the cultivar/species.
 - b.) Branch diameter shall be no larger than two-thirds (one-half is preferred) the diameter of the central leader measured 1 inch above the branch union.
 - c.) The attachment of the largest branches (scaffold branches) shall be free of included bark.
 - 4.) Trunk: The tree trunk shall be relatively straight, vertical, and free of wounds that penetrate to the wood (properly made pruning cuts, closed or not, are acceptable and are not considered wounds), conks (fungal fruiting bodies), wood cracks, sap leakage, signs of boring insects, galls, cankers, girdling ties, or lesions (mechanical injury).
 - 5.) Temporary branches, unless otherwise specified, can be present along the lower trunk below the lowest main (scaffold) branch, particularly for trees less than 1 inch in caliper.
- b. Trees shall have one central leader. If the leader was headed, a new leader (with a live terminal bud) at least one-half the diameter of the pruning cut shall be present.
 - 1.) All trees are assumed to have one central leader trees unless a different form is specified in the plant list or drawings.
 - c. All graft unions, where applicable, shall be completely closed without visible sign of graft rejection. All grafts shall be visible above the soil line.
 - d. Trunk caliper and taper shall be sufficient so that the lower five feet of the trunk remains vertical without a stake. Auxiliary stake may be used to maintain a straight leader in the upper half of the tree.
- 3. Plant quality at or below the soil line:**
- a. Plant roots shall be normal to the plant type specified. Root observations shall take place without impacting tree health. Root quality at or below the soil line shall comply with the following:
 - 1.) The roots shall be reasonably free of scrapes, broken or split wood.
 - 2.) The root system shall be reasonably free of injury from biotic (e.g., insects and pathogens) and abiotic (e.g., herbicide toxicity and salt injury) agents. Wounds resulting from root pruning used to produce a high-quality root system are not considered injuries.
 - 3.) A minimum of three structural roots reasonably distributed around the trunk (not clustered on one side) shall be found in each plant. Root distribution shall be uniform throughout the root ball, and growth shall be appropriate for the species.
 - a.) Plants with structural roots on only one side of the trunk (J roots) shall be rejected.

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- 4.) The root collar shall be within the upper 2 inches of the substrate/soil. Two structural roots shall reach the side of the root ball near the top surface of the root ball.
- 5.) The root system shall be reasonably free of stem girdling roots over the root collar or kinked roots from nursery production practices.
- 6.) At the time of observations and delivery, the root ball shall be moist throughout. Roots shall not show signs of excess soil moisture conditions as indicated by stunted, discolored, distorted, or dead roots.

2.2 **ROOT BALL PACKAGE OPTIONS:** The following root ball packages are permitted. Specific root ball packages shall be required where indicated on the plant list or in this specification. Any type of root ball packages that is not specifically defined in this specification shall not be permitted without owners concent.

A. BALLED AND BURLAPPED TREES

1. All Balled and Burlapped Plants shall be field grown, and the root ball packaged in burlap and twine and/or burlap and wire basket package.
2. Root ball diameter requirements shall conform to ANSI Z60.1 Standards
3. Plants shall be harvested with the following modifications to standard nursery practices.
 - a. Prior to digging, for any tree that fails to meet the requirement of maximum soil and roots above the root collar, carefully remove the soil from the top of the root ball of each tree using hand tools, water or air spade to locate the root collar and attain the soil depth over structural roots requirements. Remove all stem girdling roots above the root collar. Care must be exercised not to damage the surface of the root collar and the top of the structural roots.
 - b. Trees that are stored out of the ground shall be placed in a holding area protected from extremes of wind and sun with the root ball protected by covering with mulch or straw and irrigated sufficiently to keep moisture in the root ball above wilt point and below saturation
 - c. If wire baskets are used to support the root ball, a "low profile" basket shall be used
 - d. Twine and burlap used for wrapping the root ball package shall be natural, biodegradable material. If the burlap decomposes after digging the tree then the root ball shall be re-wrapped prior to shipping-if roots have not yet grown to keep the root ball intact during shipping.

2.3 **MULCH**

- A. Mulch shall be ground from tree and woody brush sources. Visible pieces larger than 8 inches shall be removed after installation
 1. It is understood that mulch quality will vary significantly from supplier to supplier and region to region. Material shall be from locally reliable suppliers and approved by the Owner's Representative.
- B. Mulch must be free of dirt, insects, disease and extraneous debris that harmful to trees being installed.

2.4 **TREE STAKING AND GUYING**

- A. Tree guying only when necessary to maintain straightness and in accordance with provided detail.

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PART 3 – EXECUTION

3.1 COORDINATION WITH PROJECT WORK

- A. The Contractor shall coordinate all other work that may impact the completion of the project.
- B. Prior to the start of work, the Contractor shall prepare a detailed schedule of the work and coordinate with other trades.
- C. Coordinate the tree relocation if any irrigation lines, heads or the conduits of other utility lines that are in conflict with tree locations. Root balls shall not be altered to fit around lines. Notify the Owner's Representative of any conflicts encountered

3.2 LAYOUT AND PLANTING SEQUENCE

- A. The planting location of all trees shall be identified by the Owner's Representative. In most cases, approximate planting locations will be delivered to the Contractor by means of list and/or map.
 - 1. Planting locations will be identified on site by means of paint marking, flag, and/or wooden stake.
 - 2. The Contractor shall be responsible for reading and interpreting landscape plans in order to accurately place trees according to the provided landscape plans.
- B. It is understood that plants are not precise objects and that minor adjustments in the layout will be required. The Contractor shall notify the Owner's Representative when unforeseen adjustments must be made.

3.3 PROTECTION DURING CONSTRUCTION

- A. The Contractor shall protect planting, related work and other site work from damage due to planting operations, operations by other Contractors or trespassers. Maintain protection during installation until Substantial Completion Acceptance. Treat, repair or replace damaged work immediately.
- B. Any damage done by the Contractor to existing or installed plants, or any other parts of the work or existing features to remain, including roots, trunk or branches of large existing trees, soil, paving, utilities, lighting, irrigation, other finished work and surfaces including those on adjacent property, shall be cleaned, repaired or replaced by the Contractor at no expense to the Owner. The Owner's Representative shall determine when such cleaning, replacement or repair is satisfactory.

3.4 ASSIGNABILITY

- A. The Contractor shall not assign or subcontract any part of this contract without the written consent of the Owners Representative. In the event a prime Vendor utilizes one or more subcontractor(s), the primary Vendor will assume all responsibility for the performance of services by the subcontractor(s).

3.5 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, the Contractor shall set plants in a location protected from sun and wind. Contractor shall provide adequate water to the

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root ball package during the storage period.

1. All plant materials must be available for observation prior to planting.
 2. Using a soil moisture meter, periodically check the soil moisture in the root balls of all plants to assure that the plants are being adequately watered. Volumetric soil moisture shall be maintained above wilting point and below field capacity for the root ball substrate or soil.
- B. If, for any reason, a tree cannot be planted at the specified location, the tree shall be returned to the storage area until an alternate location can be identified.
- C. The Contractor shall not deliver or receive delivery of excess trees to the site if adequate space or conditions are not available. They shall provide a suitable remote staging area for extra plants and other supplies.
1. The Owner's Representative or Contractor shall approve the duration, method, and location of storage of plants.
- D. Provide protective covering over all plants during transport.

3.6 PLANTING SEASON

- A. Planting shall only be performed when weather and soil conditions are suitable for planting the materials specified in accordance with locally accepted practice. Plants shall be installed during the planting time as described below unless otherwise approved in writing by the Owner's Representative. In the event that the Contractor requests planting outside the dates of the planting season, approval of the request does not change the requirements of the warranty.
1. Spring: March 1st – May 15th
 2. Fall: October 1st – December 31st

3.7 ADVERSE WEATHER CONDITIONS

- A. Planting shall not take place during extremely hot, dry, windy or freezing conditions.

3.8 SOIL PROTECTION DURING PLANT DELIVERY AND INSTALLATION

- A. Contractor shall protect soil from compaction during the delivery of plants to the planting locations, digging of planting holes and installing plants.
1. Where possible, deliver and plant trees that require the use of heavy mechanized equipment prior to final soil preparation and tilling. Where possible, avoid driving within the dripline of existing trees and restrict the driving lanes to one area instead of driving over and compacting a large area of soil.
 2. Till to a depth of 6 inches, including all soil that has been driven over during the installation of plants.

3.9 INSTALLATION OF PLANTS: GENERAL

- A. Each plant shall be observed after delivery and prior to installation for damage and other characteristics that may result in the rejection of the plant.
- B. Unplanted trees shall not be left unattended at the planting area.
- C. The root system of each plant, regardless of root ball package type, shall be observed by the Contractor at the time of planting to confirm that the roots meet the requirements for plant root quality in Part 2 Products: Plants General: Plant Quality. At the time of planting, the Contractor

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shall accept all standard quality modification required by the owners representative.

1. Any modification that is made to meet the specifications for the depth of root collar, removal of stem girdling roots and circling roots may make the tree unstable or stressed. In which case, the Owners Representative may choose to reject the tree rather than permitting the modification.
 2. Any modifications required by the Owner's Representative to make the root system conform to the plant quality standards outlined in Part 2 Products: Plants General: Quality, or other requirements related to the permitted root ball package, shall not be considered as grounds to modify or void the plant warranty.
 3. The resulting root ball may need additional watering or staking after planting. The Owner's Representative may reject the plant if the root modification process makes the tree unstable or if the tree is not healthy at the end of the warranty period. Such plants shall still be covered under the warranty.
 4. The Contractor is responsible for confirming that the grower has made all required root modifications noted during any nursery observations.
- D. Exposed Stem Tissue after Modification: The required root ball modifications may result in stem tissue that has not formed trunk bark being exposed above the soil line. If such condition occurs, wrap the exposed portion of the stem with a white filter fabric. Secure the fabric with biodegradable masking tape. DO NOT USE string, twine, green nursery ties or any other material that may girdle the trunk if not removed.
- E. Excavation of the Planting Space: Using hand tools or skid loader with an auger, excavate the planting hole to the depth of the root ball measured after any root ball modification, and wide enough for working room around the root ball or to the size indicated on the drawing or as noted below.
1. For trees planted in soil areas that are NOT tilled or otherwise modified to a depth of at least 12 inches over a distance of more than 10 feet radius from each tree, the soil around the root ball shall be loosened as defined below or as indicated on the drawings.
 - a. The area of loosening shall be a minimum of 2 times the diameter of the root ball at the surface sloping to 1.5 times the diameter of the root ball at the depth of the root ball.
 - b. Loosening is defined as digging into the soil and turning the soil to reduce the compaction. The soil does not have to be removed from the hole, just dug, lifted and turned.
 2. If an auger is used to dig the initial planting hole, the soil around the auger hole shall be loosened as defined above for trees planted in soil areas that are NOT tilled or otherwise modified.
 3. The measuring point for root ball depth shall be the average height of the outer edge of the root ball after any required root ball modification.
 4. If motorized equipment is used to deliver plants to the planting area over exposed planting beds, or used to loosen the soil or dig the planting holes, all soil that has been driven over shall be tilled to a depth of 6 inches.
- F. Set the top outer edge of the root ball at the average elevation of the proposed finish. Set the plant plumb and upright in the center of the planting hole. The tree graft, if applicable, shall be visible above the grade. Do not place soil on top of the root ball.

Quest#: 8169529

- G. Based on the form of the tree, the Owners Representative may request that the orientation of the tree be rotated.
- H. Backfill the space around the root ball with the same planting soil or existing soil that was excavated for the planting space.
- I. Brace root ball by tamping Planting Soil around the lower portion of the root ball. Place additional Planting Soil around base and sides of the ball in six-inch (6") lifts. Lightly tamp each lift using foot pressure or hand tools to settle backfill, support the tree and eliminate voids. DO NOT over compact the backfill or use mechanical or pneumatic tamping equipment.
- J. Remove all nursery plant identification tags and ribbons as per Owner's Representative instructions.
- K. Remove corrugated cardboard trunk protection after planting.
- L. Follow additional requirements for the permitted root ball packages.

3.10 PERMITTED ROOT BALL PACKAGES AND SPECIAL PLANTING REQUIREMENTS

- A. The following are permitted root ball packages and special planting requirements that shall be followed during the planting process in addition to the above General Planting requirements.
 - 1. BALLED AND BURLAPPED PLANTS
 - a. After the root ball has been backfilled, remove all twine and burlap from the top of the root ball. Cut the burlap away; do not fold down onto the Planting Soil.
 - b. If the plant is shipped with a wire basket that does not meet the requirements of a "Low Rise" basket, remove the top 6 - 8 inches of the basket wires just before the final backfilling of the tree. Wire baskets shall not be folded into the planting hole. Excess wire basket material shall be cut and removed from the planting site.

3.11 STAKING AND GUYING

- A. Do not stake or guy trees unless specifically required by the Contract Documents, or in the event that the Contractor feels that staking is the only alternative way to keep particular trees plumb.
 - 1. The Owner's Representative shall have the authority to require that trees are staked or to reject staking as an alternative way to stabilize the tree.
 - 2. Trees that required heavily modified root balls to meet the root quality standards may become unstable. The Owner's Representative may choose to reject these trees rather than utilize staking to temporarily support the tree.
- B. Trees that are guyed shall have their guys and stakes removed after one full growing season or at other times as required by the Owner's Representative. Removal of these support systems shall be at no cost to the owner. Failure to remove the support system may result in rejection at the end of warranty final inspection.
- C. Tree guying shall utilize the tree staking and guying materials specified. Plants shall stand plumb after staking or guying.
 - 1. Stakes shall be driven to sufficient depth to hold the tree rigid.

3.12 STRAIGHTENING PLANTS

- A. Maintain all plants in a plumb position throughout the warranty period. Straighten all trees that

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move out of plumb including those not staked. Plants to be straightened shall be excavated and the root ball moved to a plumb position, and then re-backfilled.

B. Do not straighten plants by pulling the trunk with guys.

3.13 MULCHING OF PLANTS

A. Apply 4 inches of mulch before settlement, covering the entire planting bed area. Install no more than 1 inch of mulch over the top of the root balls of all plants. Mulch shall not be in contact with the stem.

3.14 STEM PROTECTION

A. 9" ARBOGARD Tree Warp shall be installed in accordance with manufacturer instructions unless otherwise approved by the owner's representative in writing.

3.15 WATERING

A. The Contractor shall be fully responsible to ensure that adequate water is provided to all plants from the point of installation until the date of Final Acceptance.

3.16 CLEAN-UP

A. During installation, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day.

1. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project area or on public right of ways and neighboring properties.

B. Once the installation is complete, clean all soil from pavements and other structures. Ensure that mulch is confined to planting beds and that all tags and flagging tape are removed from the site.

C. Make all repairs to grades, ruts, and damage resulting from any part of the installation.

D. Remove and dispose of all excess planting soil, subsoil, mulch, plants, packaging, and other material brought to the site by the Contractor.

3.17 SUBSTANTIAL COMPLETION ACCEPTANCE

A. Upon written notice from the Contractor, the Owners Representative shall review the work and make a determination if the work is substantially complete.

1. The notification shall be at least 7 days prior to the date the contractor is requesting the review.

B. The date of substantial completion of the planting shall be the date when the Owner's Representative accepts that all tree planting work is complete.

C. The Plant Warranty period begins at date of written notification of substantial completion from the Owner's Representative.

3.18 MAINTENANCE DURING THE WARRANTY PERIOD BY THE PLANT INSTALLER

A. During the warranty period, provide all maintenance for all plantings to keep the plants in a healthy state.

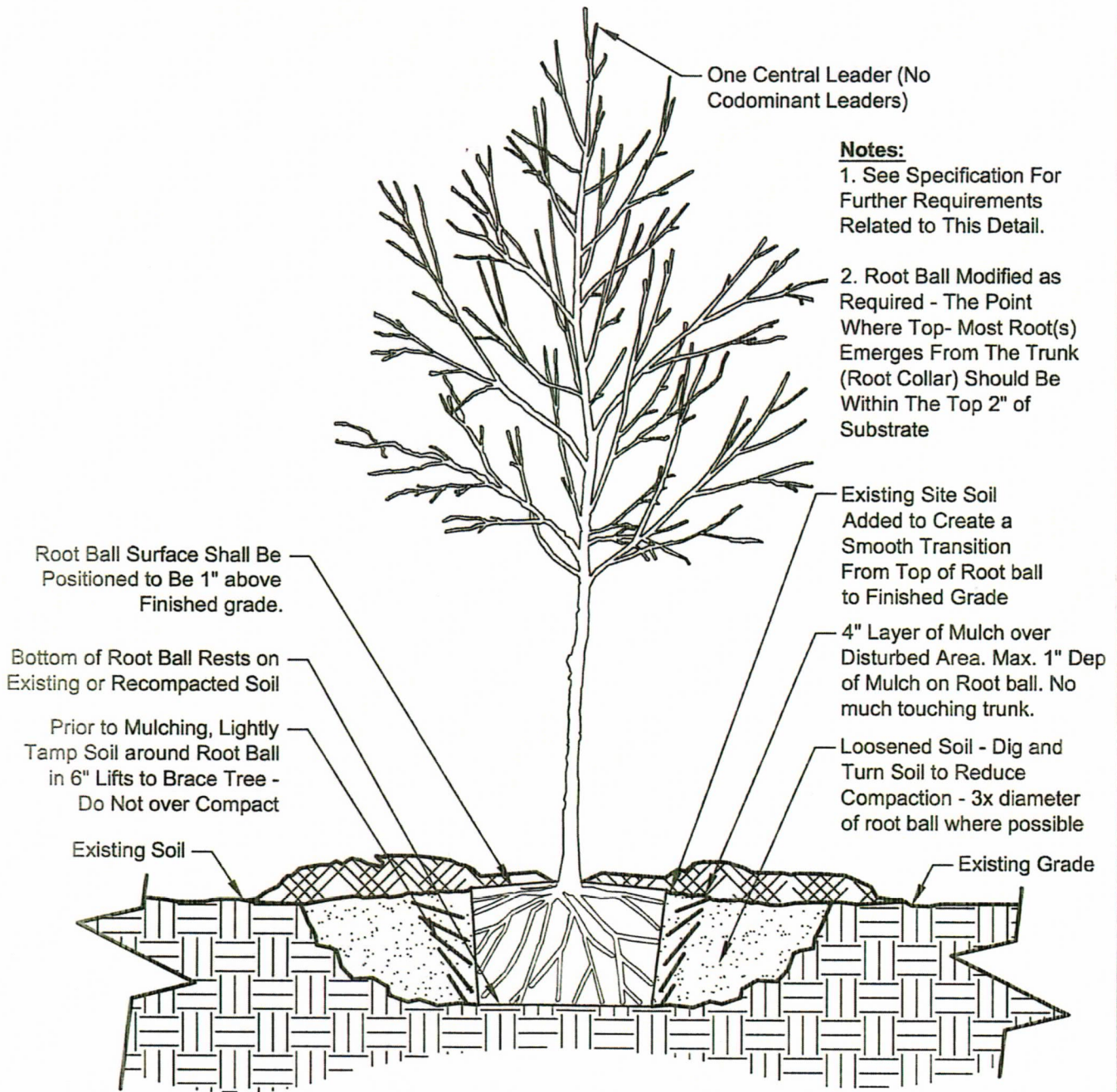
Quest#: 8169529

1. Provide the following maintenance tasks:
 - a. Watering; Provide all water required to keep soil within and around the root balls at optimum moisture content for plant growth at Contractors discretion
 - b. Guying and staking: Maintain plant guys in a taut position. Remove tree guys and staking after the first full growing season unless directed otherwise by Owner's Representative.
 - c. Plant replacement: Replace all plants that are defective as defined in the warranty provisions, as soon as the plant decline is obvious and in suitable weather and season for planting as outlined in the above sections.

3.19 END OF WARRANTY FINAL ACCEPTANCE / MAINTENANCE OBSERVATION

- A. At the end of the Warranty period, the Owner's Representative shall observe the work and establish that all provisions of the contract are complete and the work is satisfactory.
 1. If the work is satisfactory, the maintenance period will end on the date of the final observation.
 2. If the work is deemed unsatisfactory, the maintenance period will continue at no additional expense to the Owner until the work has been completed, observed, and approved by the Owner's Representative.
- B. FAILURE TO PASS OBSERVATION: If the work fails to pass final observation, any subsequent observations must be rescheduled as per above. The cost to the Owner for additional observations will be charged to the Contractor at the prevailing hourly rate of the Owners Representative.

END OF SECTION



**FORT WAYNE
PARKS AND
RECREATION**
BOARD OF PARK COMMISSIONERS
705 EAST STATE BOULEVARD

Tree Detail #1
Typical Tree Planting

REMARKS:

DATE: 5/16/2019
SCALE: NTS
DRAWN BY: AG
REF: L: PAS\Planting Detail
PAGE: 1 OF 1

Plot Date: Mar 01, 2019 - 1:16pm

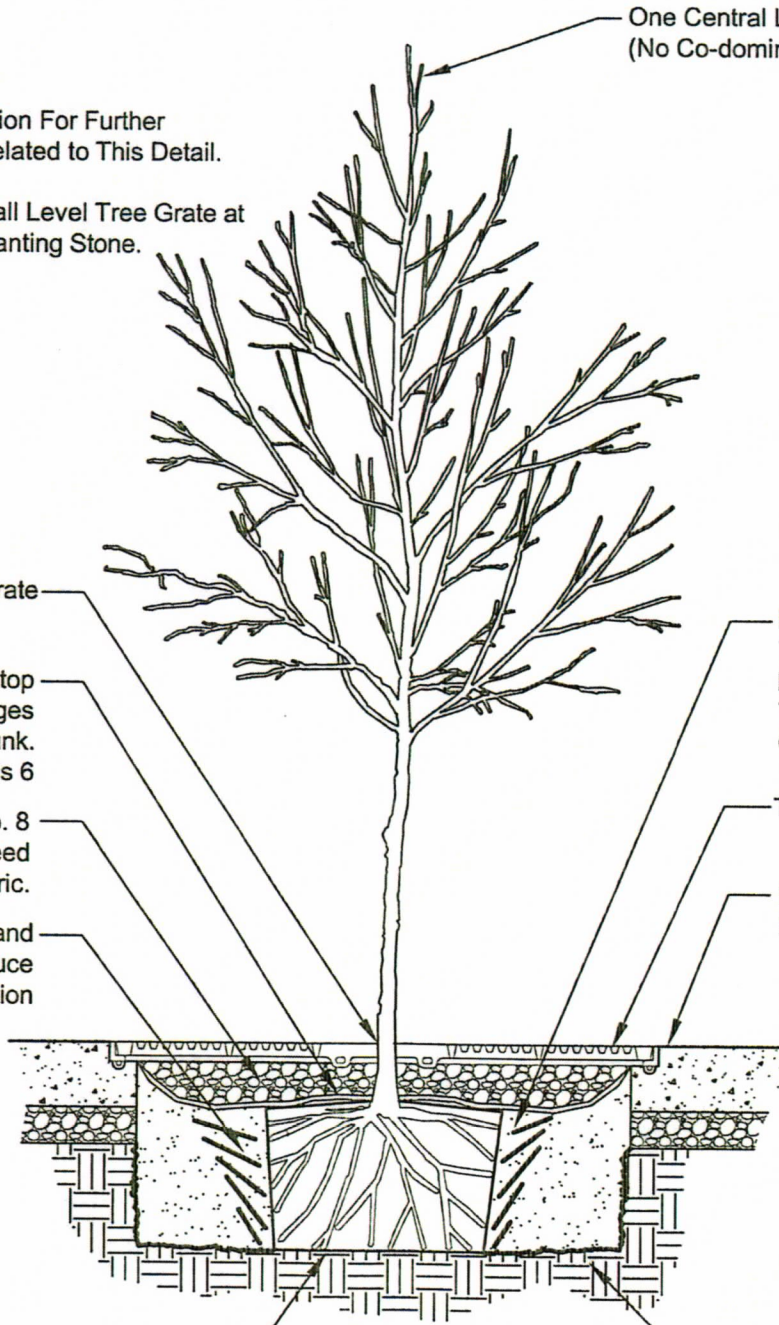
One Central Leader
(No Co-dominant Leaders)

Note:

- 1. See Specification For Further Requirements Related to This Detail.
- 2. Contractor Shall Level Tree Grate at Completion of Planting Stone.

- Tree Centered in Grate
- Weed Barrier Fabric Atop Planting Soil. Turn Edges up 1" all Sides & at Trunk. Overlap Seams 6"
- 4" Thick, Washed No. 8 Stone Mulch Atop Weed Barrier Fabric.
- Loosened Soil - Dig and Turn Soil to Reduce Compaction

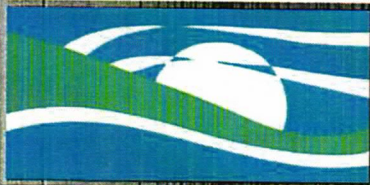
- Prior to Stone, Lightly Tamp Soil around Root Ball in 6" Lifts to Brace Tree - Do Not over Compact
- Typical Tree Grate
- Finish Grade Material varies



Bottom of Root Ball Rests on Existing or Recompacted Soil

Existing Soil

L:\PAS\Planting Details\Tree in Tree Grate Detail.dwg



**FORT WAYNE
PARKS AND
RECREATION**
BOARD OF PARK COMMISSIONERS
705 EAST STATE BOULEVARD

Tree Detail #2
Typical Tree Grate Planting

REMARKS:

DATE: 2/20/2019

SCALE: NTS

DRAWN BY: AG

REF: L: PAS\Planting Detail

PAGE: 1 OF 1



SERVICE AGREEMENT: Quest # 8169529

SUPPLIER NAME Shade Trees Unlimited	CITY DEPARTMENT Parks and Recreation
STREET ADDRESS 1785 West Keiser Road	STREET ADDRESS 1900 North Clinton
CITY, STATE, ZIP CODE Columbia City, IN 46725	CITY, STATE, ZIP CODE Fort Wayne, IN 46805
ATTENTION/ PHONE Michael Hollis-(260)248-2733	Attention: Derek Veit

Service Description	Rates
2023 Fall Tree Planting	See Bid Tab
Aggregate Price	\$250,580.00

The following is made a part of this Agreement:

This Agreement is entered into between Supplier and the City. The additional terms and conditions on the reverse side hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract at its option, for an equivalent period, by written notice to the Supplier not less than thirty days prior to the expiration date.

SUPPLIER:

For Independent Contractors: Will any individuals other than yourself perform work on this project? Yes No
 If yes, see reverse side for Worker's Comp. requirement.

BOARD OF PARK COMMISSIONERS:

By (Signature): <i>Michael S. Hollis</i>	By (Signature):
Printed Name: Michael S. Hollis	Printed Name:
Date: 8/28/2023	Date:

ADDITIONAL TERMS AND CONDITIONS

1. **SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. **TIME IS OF THE ESSENCE.** Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
2. **INVOICES.** Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to Supplier against any amount owed by Supplier or any of its affiliated companies to the City.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** City and Supplier are and shall remain as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the City for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.
4. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion thereof due, or claimed to be due, to the negligence of the City except that Supplier shall have no duty to hold harmless the City for such portion of the foregoing proximately caused by negligence or misconduct of the City, and if any suit, claim, or demand was defended by Supplier, then the City will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.
5. **LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.
6. **INSURANCE.** Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage, provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

(a) Worker's Compensation	per statutory requirements *
(b) General Liability	\$1,000,000 minimum per occurrence/ \$2,000,000 aggregate
(c) Automobile Liability	\$1,000,000 minimum per occurrence
(d) Products Liability	\$1,000,000 minimum per occurrence
(e) Completed Operations Liability	\$1,000,000 minimum per occurrence

* Independent Contractors that hire others and indicate that they do NOT carry workers comp insurance must submit a valid Clearance Certificate approved by the Worker's Compensation Board of Indiana.

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry Street, Suite 490
Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any cognizable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.
12. **EMPLOYER CERTIFICATION.** In accordance with I.C. §22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein, (b) Supplier fails to provide the insurance certificate required herein, (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein, (d) Supplier's performance of the Services violates applicable law, (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets, or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
15. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
17. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
19. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **DISPUTE RESOLUTION.** The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
23. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10, the Civil Rights Act of 1964, and Title VI, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.



CITY OF FORT WAYNE
AFFIRMATIVE ACTION PROGRAM

This Document may be completed electronically at the following website address

<https://tinyurl.com/COFWAffirmativeAction>

NAME OF COMPANY Shade Trees Unlimited
ADDRESS 1785 W. Kiser Rd CITY, ZIP CODE Columbia City, IN 46725
E-MAIL ADDRESS sales@shade-trees-unlimited.com PHONE # 260/248-2733
FAX # 260/

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

Michael Hollis
Name: (please print)

GM
Title:

4/27/2022
Date:

Michael J Hollis
Signature:

1. Does your firm have a written Affirmative Action Program? _____ Yes No
- A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.
- B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? Yes _____ No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

SECTION 004581
AFFIRMATIVE ACTION

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? Yes No

3. Current number of employees 14

Number of employees in January of this Year 3

4. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.)

5. List minority recruitment sources below:

<u>Agency</u>	<u>Contact Person</u>	<u>Date</u>
---------------	-----------------------	-------------

6. Does this company anticipate an increase in employment this year? Yes No

Approximately how many? _____

7. What specific goals can you achieve for the employment of minorities in the following labor classifications during 2013:

A. Officials and Managers	_____	%
B. Professionals	_____	%
C. Technicians	_____	%
D. Sales	_____	%
E. Office and Clerical	_____	%
F. Skilled Craftsman	_____	%
G. Other	_____	%

8. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of Shade Trees that Equal Employment Opportunity is afforded to all qualified persons without regard to race, sex, religion, color, national origin, disability, age or veteran status.

In support of this policy, Shade Trees will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin, sex, age, disability or veteran status.

The Management will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, age or veteran status. Such action will include but not be limited to: Recruitment, advertising or solicitation for employment hiring, placement, upgrading transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

Shade Trees Unlimited
Name of Company or Firm

4/27/2022
Date

Michael S Hollis
Signature of Highest Company Official

GM
Name and Title of Signer

Please type or print
Michael S Hollis

STATISTICAL INFORMATION FOR
AFFIRMATIVE ACTION / VENDOR COMPLIANCE

Shade Trees Unlimited
Name of Contractor or Supplier

Michael Holtz
(Information Given By)

1785 W. Kaiser Rd. Columbia City, IN 46725
Address and Telephone Number

Michael Holtz
Person Filling Out This Form and Data

EEOC CATEGORY	EMPLOYEES BY RACE/ETHNICITY/SEX										DISABLED EMPLOYEES						TOTAL EMPLOYEES						
	W		BLK		H		OTHER		(Designate)		W		BLK		H			OTHER					
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F		M	F				
1. OFFICIAL & ADMINISTRATORS	1																					1	
2. PROFESSIONALS																							
3. TECHNICIANS																							
4. OPERATIVES																							
5. LABORER											10												10
6. OFFICE AND CLERICAL																							2
7. SKILLED CRAFT WORKERS																							
8. SERVICE - MAINTENANCE WORKERS																							
9. SALES WORKERS																							
TOTALS																							14
PERCENTAGES																							14

CITY OF FORT WAYNE, INDIANA

Shade Trees Unlimited
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. FINANCIAL INTERESTS;
2. POTENTIAL CONFLICTS OF INTEREST;
3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

- (i) Equity ownership exceeding 5%
- (ii) Distributable income share exceeding 5%
- (iii) Not Applicable (If N/A, go to Section 2)

Name: Randall R Geist

Name: Michael S Hollis

Address: 7523 Witting Blvd Roanoke, IN

Address: 13543 Paperback Trl
Fort Wayne, IN

b. For each individual listed in Section 1a. show his/her type of equity ownership:

- sole proprietorship stock
partnership interest units (LLC)
other (explain) _____

c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent): ownership interest:

Name: Randall R Geist 50 %

Name: Michael S Hollis 50 %

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services:

Yes _____ No

- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)
Including contractual employment for services in the previous 3 years:

Yes _____ No

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years: Yes _____ No

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes _____ No

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes _____ No

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

SECTION 004586
CONFLICT OF INTEREST

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Shade Trees Unlimited
(Name of Vendor)
1785 W Kaiser Rd
Address
(26) 248-2733
Telephone
Sales@shadetreesunlimited.com
E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Michael Holts Title GM
Signature Michael Holts Date 4/27/2022

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

END OF SECTION 004586

MEMORANDUM

To: City Council Members, City of Fort Wayne
From: Derek Veit
CC: File
Subject: Council Approval of 2023 Fall Street and Park Tree Purchases/Planting Services-IT
QUEST # 8169529
Date: September 1, 2023

The Fort Wayne Parks and Recreation Department is requesting approval for a contract with Shade Trees Unlimited Inc. Work includes furnishing, delivering, and installation of trees completely as specified in the city right-of-way as well as within the city parks. The City's contracted supplier, Shade Trees Unlimited Inc., has been selected by means of a publicly bid price agreement.

Please review the attached digest for more information.

I will be available at the Council meetings to answer any questions you may have and I may also be reached at 427-6480.

Thank you for your consideration and support

We respectfully request your approval of this contract so that we may proceed with the proposed work.

Thank you in advance.

Derek Veit
Superintendent of Forestry Operations
Fort Wayne Parks and Recreation

COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

RFPs & BIDS

Quest eBid #	8169529
Awarded To	Shade Tree Unlimited
Amount	\$250,580.00
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	2
Number of Bidders	1
Required Attachments	Street/Park Tree Purchase and Planting (#8169539)

EXTENSIONS

Date Last Bid Out	05/01/2022
# Extensions Granted To Date	1

SPECIAL PROCUREMENT

Contract #/ID <i>(State, Federal, Piggyback--Authority)</i>	n/a
Sole Source/Compatibility Justification	n/a

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, explain below</i>
If not lowest, explain	n/a

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	Cost comparison for us to purchase and plant trees: 2015-\$126/tree (2" Caliper) 2017-\$196/tree (2" Caliper) 2019-\$199/tree (1.5" Caliper) 2021-\$208/tree (1.5" Caliper) 2023-\$257/tree (1.5" Caliper)

DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	This contract is for the purchase and planting of trees for the City Street Tree/ park tree planting program. The City's contracted supplier (under a publicly bid price agreement) is Shade Trees Unlimited. A total of \$250,580.00 in tree purchases and planting services are being requested in this approval. With the approval of this contract we will be able to plant 997 trees along our streets and in our parks. Trees offer significant financial benefits through reduced energy cost and increased property values. Some of the environmental benefits include decreased energy consumption, storm water management, and decreased ground and air pollutants. Trees tie neighborhoods to community and increase connections between neighbors. Our City's tree canopy is a critical element of our infrastructure that sets us apart from many other communities. If we discontinue the planting of trees in our city, the overall aesthetic beauty and quality of our city will diminish.

REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	n/a

FUNDING SOURCE

<i>Account Information.</i>	431PARP – 5369\$242,980.00
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BILL NO. S-23-09-01

REPORT OF COMMITTEE ON FINANCE

September 26, 2023

Geoff Paddock Chair


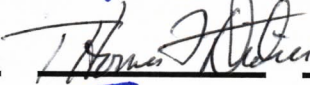



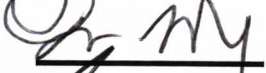


Jason Arp Co-Chair

All Council Members

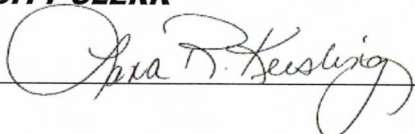
An Ordinance approving the awarding of IT Quest #8169529 – 2023 Fall Street and Park Tree Purchases/Planting Services by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and Shade Trees Unlimited for the Parks and Recreation Department

Involving a total cost of \$250,580.00

COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
<u>ARP</u>	<u> </u>	<u> </u>	<u> </u>
<u>CHAMBERS</u>	<u></u>	<u> </u>	<u> </u>
<u>DIDIER</u>	<u></u>	<u> </u>	<u> </u>
<u>ENSLEY</u>	<u></u>	<u> </u>	<u> </u>
<u>FREISTROFFER</u>	<u></u>	<u> </u>	<u> </u>
<u>HINES</u>	<u></u>	<u> </u>	<u> </u>
<u>JEHL</u>	<u></u>	<u> </u>	<u> </u>
<u>PADDOCK</u>	<u></u>	<u> </u>	<u> </u>
<u>TUCKER</u>	<u></u>	<u> </u>	<u> </u>

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Paddock.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilperson Paddock, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: September 26, 2023




 LANA R. KEESLING, CITY CLERK

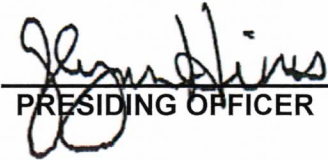
Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Resolution No. S-23-09-01 on the 26th day of September, 2023

ATTEST:




 LANA R. KEESLING
 CITY CLERK



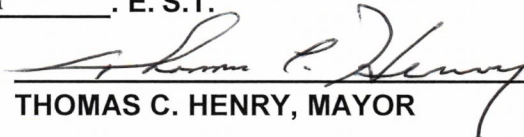
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th of September 2023, at the hour of 9:15 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 28th day of SEPTEMBER 2023, at the hour of 12:15 o'clock Pm E. S.T.



 THOMAS C. HENRY, MAYOR

