

1 **BILL NO. S-25-02-21**

2 SPECIAL ORDINANCE NO. S-41-25

3 **AN ORDINANCE** approving SERVICE AGREEMENT
4 – 2025 TREE REMOVAL PACKAGE – WO# 0927P -
5 between WORX COMPANIES and the City of Fort
6 Wayne, Indiana, by and through its Board of Public
7 Works.

8 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**
9 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

10 **SECTION 1.** That the SERVICE AGREEMENT - 2025 TREE
11 REMOVAL PACKAGE – WO# 0927P - between WORX COMPANIES and the City
12 of Fort Wayne, Indiana, by and through its Board of Public Works, is hereby
13 ratified, and affirmed and approved in all respects, respectfully for:

14 All labor, insurance, material, equipment, tools, power,
15 transportation, miscellaneous equipment, etc., necessary for
16 WORK THAT MAY INCLUDE BUT SHALL NOT BE LIMITED
17 TO: PRUNING BRANCHES, CUTTING DOWN TREES AND
18 SHRUBS, STUMP GRINDING, ROOT CHASING, AND
19 CUTTING DOWN HERBACEOUS MATERIAL. ANY
20 VEGETATION THAT IS CUT DOWN OR GROUND DOWN
21 SHALL BE REMOVED FROM THE SITE PROMPTLY AFTER
22 WORK IS COMPLETED. THIS WORK MAY BE PERFORMED
23 IN RELATION TO OTHER CONSTRUCTION PROJECTS,
24 WHICH SHALL REQUIRE COORDINATION OF WORK
25 BETWEEN SAID CONTRACTORS. WHEN DIRECTED,
26 STUMPS AND ROOTS SHALL BE GROUND AT LEAST 8
27 INCHES BELOW GROUND LEVEL AND 6 INCHES BEYOND
28 THE WORK AREA TO ALLOW FOR PROPER CONCRETE
29 SETUP AND POURING. THE WORK MAY ENTAIL PRE-
30 COORDINATED LOCATIONS FOR TREE REMOVAL AND
STUMP GRINDING, AND EMERGENCY REQUESTS THAT
REQUIRE A 48-HOUR RESPONSE TIME;

involving a total cost not to exceed TWO HUNDRED THOUSAND AND 00/100
(\$200,000.00). A copy of said Contract is on file with the Office of the City Clerk
and made available for public inspection, according to law.

Approval of Service Agreement between the City of Fort Wayne and Worx Companies for Resolution #0927P, 2025 On-Call Tree Removal Package. Compensation for services performed shall not exceed \$200,000.00.

BOARD OF PUBLIC WORKS

Date: _____

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

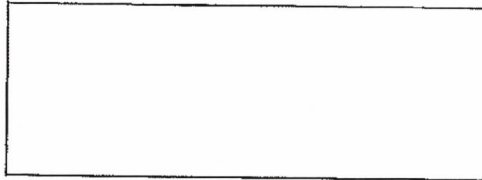


SERVICE AGREEMENT: 2025 Tree Removal Package WO#0927P

SUPPLIER NAME Worx Companies		CITY DEPARTMENT/CONTACT NAME City of Fort Wayne – Nick Jarrell	
STREET ADDRESS PO Box 15625		STREET ADDRESS 200 E Berry St., Suite 200	
CITY, STATE, ZIP CODE Fort Wayne, IN 46805		CITY, STATE, ZIP CODE Fort Wayne, IN 46809	
ATTENTION Gary Morrical		INVOICE ADDRESS 200 E Berry St., Suite 200	
TELEPHONE 260-403-9846		CITY, STATE, ZIP CODE Fort Wayne, IN 46809	

Service Description	Rates
2025 ROW Tree Removal Package	Not to exceed \$200,000.00 Refer to "Unit Pricing Sheet" for itemized unit pricing

Estimated Completion Date:	11/28/2025
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This Agreement is entered into between Supplier and the City. The Additional Terms and Conditions below 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 by mutual agreement and written notice to the Supplier.

SUPPLIER REPRESENTS THAT ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES WHO IS NOT AN EMPLOYEE OF SUPPLIER SHALL BE REQUIRED BY SUPPLIER TO COMPLY WITH THE WORKMEN'S COMPENSATION REQUIREMENTS ON THE REVERSE SIDE HEREOF.

SUPPLIER:		City of Fort Wayne	
By (Signature): 		By (Signature): 	
Printed Name: Gary Morrical		Printed Name: NICK JARRELL	
Date: 2/14/25		Date: 2/17/2025	

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.** The relationship between City and Supplier is and shall at all times remain as independent contractor. Persons provided by Supplier to perform and deliver the Services shall be Supplier's employees under the sole and exclusive direction and control of Supplier and shall not be considered employees of City for any purpose. Supplier shall be responsible for compliance by Supplier's employees and any other person or entity contracted or permitted by Supplier to perform and deliver the Services, with all laws, rules and regulations applicable to the performance and delivery of the Services hereunder, including but not limited to employment, labor, wage and hour, health and safety, and working conditions. Supplier shall be responsible for the payment of all federal, state and local taxes and charges of any type or nature assessed with respect to Supplier's employees and any other persons or entities contracted or permitted by Supplier to provide and deliver the Services, including Social Security, unemployment, Workmen's Compensation, disability insurance and federal and state withholding. Supplier shall be responsible for providing such reasonable accommodations which may be required under the Americans with Disabilities Act, 42 U.S.C.12101 et seq. in order that any person with disabilities employed, contracted or permitted by Supplier to provide the Services to be able to perform the essential functions of such person's job-related duties. Supplier agrees to defend, indemnify and hold harmless City, to the extent permitted by law, from and against any loss, cost, claim, liability, damage or expense (including attorney's fees) that may be asserted against or incurred by City as a result of Supplier's failure to comply with the covenants and obligations of this paragraph.
4. **INDEMNITY.** Supplier shall defend, indemnify and hold harmless City, its officers, directors, employees, representatives, agents, departments and divisions, to the extent permitted by law, from and against all demands, damages, liabilities, costs and expenses (including reasonable attorneys' fees), judgments, settlements and penalties of every kind and nature asserted against, charged to or imposed upon City which directly or indirectly arise or are associated with the performance and delivery of the Services by Supplier, the employees of Supplier or any person or entity contracted or permitted by Supplier to provide and deliver the Services, which is claimed to be caused directly or indirectly to the negligent or intentional act or omission of Supplier, any employee of Supplier or any person or entity contracted or permitted by Supplier to perform and deliver the Services, including, without limitation, damages for personal injury, death or loss of or damage to property. City may elect to participate in the defense of any lawsuit, claim or demand in which City is a named party or in which City may have an interest by employing attorneys selected by City at City's expense or to be represented by Supplier's counsel at Supplier's expense, without waiving Supplier's defense, indemnity and hold harmless obligations to City contained herein. Supplier shall not settle or compromise any claim, suit or action or consent to entry or a judgment without the prior written consent of City and without the unconditional release of City from liability by each claimant or plaintiff. The indemnification covenants contained herein shall survive the completion of the performance and delivery of the Services.
5. **LIMITATION OF LIABILITY.** Supplier's liability hereunder for any loss, cost, claim liability, damage or expense (including attorney's fees) arising out of any negligent or intentional act or omission of the performance of the obligations hereunder by Supplier, Supplier's employees or any person or entity contracted or permitted by Supplier to perform any obligation under this Agreement shall be limited to the amount of the direct damage incurred by City. Absent grossly negligent or willful misconduct by Supplier, Supplier's employees or any person or entity contracted or permitted by Supplier to perform the obligations under this Agreement, Supplier shall not be liable for any indirect, incidental, special, consequential or punitive damages of any kind whatsoever.
6. **INSURANCE.** Supplier shall maintain in full force and effect during the performance and delivery of the Services, and shall require any person or entity contracted or permitted by Supplier to perform and deliver the Services, the following insurance coverage:

(a) General Liability	\$1,000,000 minimum per occurrence/ \$2,000,000 aggregate
Personal & Advertising Liability	\$1,000,000 any one person or organization
Products/Completed Operations Liability	\$2,000,000 aggregate
(b) Automobile Liability, including Hired and Non-Owned Auto	\$1,000,000 minimum per occurrence
(c) Worker's Compensation*	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee
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, board members, 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, board members, 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, therefore.
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.

*ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES AND DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN'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

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 thereof. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, 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.

Project Title: 2025 Tree Removal Package

W.O. No: 0927P

Unit Pricing Sheet

Bid Date: 02/13/2025

Substantial Date: 11/21/2025

Final Completion Date: 11/28/2025

Item Code Base Bid Section	Item Description	Unit of Measurement	Quantity	Unit Price
201-CFW-01	Tree 0-12 IN. DBH to Remove	EACH	1	77.25
201-CFW-02	Tree 13-24 IN. DBH to Remove	EACH	1	864.71
201-CFW-03	Tree 25-36 IN. DBH to Remove	EACH	1	1297.06
201-CFW-04	Tree 36-48 IN. DBH to Remove	EACH	1	1729.41
201-CFW-05	Tree 48+ IN. DBH to Remove	EACH	1	3242.65
202-FWR-03	Stump 0-24 IN., Diameter to Grind	EACH	1	262.50
202-FWR-04	Stump 25-40 IN., Diameter to Grind	EACH	1	312.50
202-FWR-05	Stump 41-65 IN., Diameter to Grind	EACH	1	375.00
202-FWR-06	65+ IN., Diameter to Grind	EACH	1	625.00
621-FWR01	Hydroseed, with hydrostlok tackifier or equivalent polymer for erosion control and straw mulch	SYS	1	2.25
623-FWR19	Topsoil	TON	1	28.98
109-04299	FORCE ACCOUNT WORK/WORK ALLOWANCE	LS	1	\$10,000.00
110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$10,000.00
801-06775	MAINTAINING TRAFFIC	LS	1	\$10,000.00
			Total	38,817.31

E-Verify Affidavit

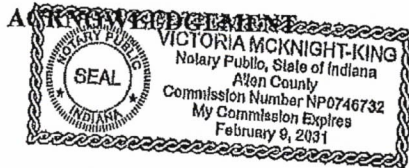
Pursuant to Indiana Code 22-5-1.7, Contractor agrees and shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program. E-Verify means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208). Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor is not required to verify the work eligibility status of all newly hired employees of Contractor through the E-verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Work Companies
Name of Company

By: _____
Title President

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)



Before me, a Notary Public, in and for said State and County, personally appeared the within named Company by Name, Title, who being first duly sworn upon his/her oath states that he/she is a duly authorized agent of the Contractor, and as such duly authorized to execute the foregoing Declaration, and acknowledged the same as his/her voluntary act and deed.

WITNESS my hand and seal this 14th day of February, 2025.

My Commission Expires: 2/9/31

Resident of Allen County

Victoria Mcknight-King
Signature of Notary Public
Victoria Mcknight-King
Printed Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Martin Insurance Group - Pendleton 115 W Slate St Pendleton IN 46064	CONTACT NAME: Katie Norris PHONE (A/C, No, Ext): (765)778-3000 FAX (A/C, No): (765)778-3005 E-MAIL ADDRESS: katie@insuredbymartin.com
INSURED MULCHWORX, LLC/WORX COMPANIES LLC/THE MORRICAL COMPANY PO BOX 15625 Fort Wayne IN 46885	INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Company NAIC# 26283 INSURER B: Erie Insurance Exchange NAIC# 26271 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG OTHER:	Y		Q61-0240258	11/08/2024	11/08/2025	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		Q11-0840050	11/08/2024	11/08/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y		Q35-0870293	11/08/2024	11/08/2025	EACH OCCURRENCE \$ 6000000 AGGREGATE \$ 5000000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Q95-0800667	11/08/2024	11/08/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A	RENTED/LEASED EQUIPMENT			Q61-0240258	11/08/2024	11/08/2025	LIMIT 250,000 DEDUCTIBLE 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)
City of Fort Wayne, its Divisions and Subsidiaries are additional Insureds with respect to the General Liability and Auto Liability if required by written contract. Umbrella is follow form. 30 days cancellation notice for non-renewal.

CERTIFICATE HOLDER City of Fort Wayne 200 East Berry St Ste 210 Fort Wayne IN 46802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Katie Norris
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COUNCIL DIGEST SHEET

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

2025 Tree Removal Package

RFPs & BIDS

Bid/RFP #	0927P
Awarded To	Worx Companies
Amount	Not to exceed \$200,000.00
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	7
Number of Bidders	1
Required Attachments	Service Agreement with Unit Pricing Sheet

EXTENSIONS

Date Last Bid Out	N/A
# Extensions Granted To Date	N/A

SPECIAL PROCUREMENT

Contract #/ID <i>(State, Federal, Piggyback--Authority)</i>	0927P
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>	N/A
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DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	The Fort Wayne - Right of Way Department is requesting quotes for vegetation management in the public right of way. The work may include but shall not be limited to: pruning branches, cutting down trees and shrubs, stump grinding, root chasing, and cutting down herbaceous material. Any vegetation that is cut down or ground down shall be removed from the site promptly after work is completed. This work may be performed in relation to other construction projects, which shall require coordination of work between said contractors. When directed, stumps and roots shall be ground at least 8 inches below ground level and 6 inches beyond the work area to allow for proper concrete setup and pouring. The work may entail pre-coordinated locations for tree removal and stump grinding, and emergency requests that require a 48-hour response time.
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REQUEST FOR SUSPENSION OF RULES

<i>Provide justification if prior approval is being requested.</i>	N/A

FUNDING SOURCE

<i>Account Information.</i>	
	CCDF

BILL NO. S-25-02-21

REPORT OF COMMITTEE ON PUBLIC WORKS

March 4, 2025

Martin Bender Chair

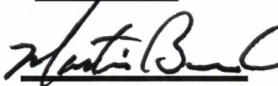






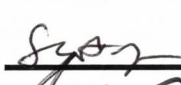

Rohli Booker Co-Chair

All Council Members

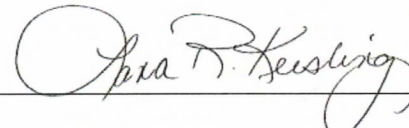
An Ordinance approving Service Agreement – 2025 Tree Removal Package – WO# 0927P - between Worx Companies and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total cost not to exceed \$200,000.00

COMMITTEE ON PUBLIC WORKS 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>BENDER</u>			
<u>BOOKER</u>			
<u>CHAMBERS</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HARTMAN</u>			
<u>JEHL</u>			
<u>MYERS</u>			
<u>PADDOCK</u>			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

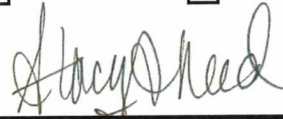
Read the first time in full and on motion by Councilperson Bender.

Read the second time by title and referred to the Public Works Committee.

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

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
BENDER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BOOKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<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"/>
HARTMAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MYERS	<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"/>

DATED: March 11, 2025

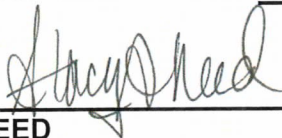


STACY REED, DEPUTY CITY CLERK

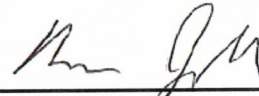
Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-25-02-21 on the 11th day of March, 2025

ATTEST:

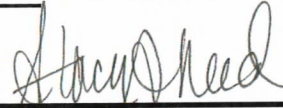


STACY REED
DEPUTY CITY CLERK



PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th of March 2025, at the hour of 2:20 o'clock P.M. E.S.T.



STACY REED, DEPUTY CITY CLERK

Approved and signed by me this 13th day of March, 2025, at the hour of 1:49 o'clock p.m. E.S.T.


SHARON TUCKER, MAYOR