

BILL NO. S-26-08-49

SPECIAL ORDINANCE NO. S-\_\_\_\_\_

**AN ORDINANCE** approving SERVICE AGREEMENT  
– 2026 TREE REMOVAL PACKAGE – RES. NO.  
1106P - between WORX COMPANIES and the City of  
Fort Wayne, Indiana, by and through its Board of Public  
Works.

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

**SECTION 1.** That the SERVICE AGREEMENT - 2026 TREE  
REMOVAL PACKAGE – RES. NO. 1106P - between WORX COMPANIES and the  
City of Fort Wayne, Indiana, by and through its Board of Public Works, is hereby  
ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power,  
transportation, miscellaneous equipment, etc., necessary for  
WORK THAT MAY INCLUDE BUT SHALL NOT BE LIMITED  
TO: PRUNING BRANCHES, CUTTING DOWN TREES AND  
SHRUBS, STUMP GRINDING, ROOT CHASING, AND  
CUTTING DOWN HERBACEOUS MATERIAL;

involving a total cost not to exceed TWO HUNDRED FIFTY THOUSAND AND  
00/100 (\$250,000.00). A copy of said Contract is on file with the Office of the City  
Clerk and made available for public inspection, according to law.

**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

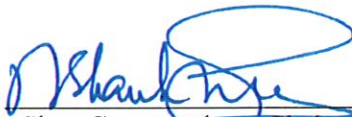
APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Malak Heiny, City Attorney

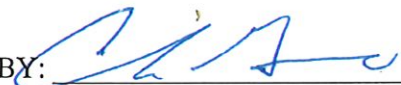
Approval of Service Agreement between the City of Fort Wayne and Worx Companies  
for Resolution #1106P, 2026 On-Call Tree Removal Package. Compensation for services  
performed shall not exceed \$250,000.00.

**BOARD OF PUBLIC WORKS**

Date: 8.11.26

BY:   
Shan Gunawardena, Chair

BY:   
Kumar Menon, Member

BY:   
Chris Guerrero, Member

ATTEST:   
Michelle Fulk-Vondran, Clerk



## SERVICE AGREEMENT: 1108P, 2026 On Call Tree Removal Package

|                                                      |                                                                    |
|------------------------------------------------------|--------------------------------------------------------------------|
| SUPPLIER NAME<br><i>Work Companies</i>               | CITY DEPARTMENT/CONTACT NAME<br><i>Public Works - Right of Way</i> |
| STREET ADDRESS<br><i>PO Box 15625</i>                | STREET ADDRESS<br><i>200 E Berry St, Suite 210</i>                 |
| CITY, STATE, ZIP CODE<br><i>Fort Wayne, IN 46885</i> | CITY, STATE, ZIP CODE<br><i>Fort Wayne, IN 46802</i>               |
| ATTENTION<br><i>Gary Morrical</i>                    | INVOICE ADDRESS<br><i>200 E Berry St, Suite 210</i>                |
| TELEPHONE<br><i>(260) 403-9846</i>                   | CITY, STATE, ZIP CODE<br><i>Fort Wayne, IN 46802</i>               |

## Service Description

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.

## Rates

Not to exceed  
\$250,000.00  
Refer to "Unit Pricing  
Sheet" for itemized  
unit pricing

|                            |                   |
|----------------------------|-------------------|
| Estimated Completion Date: | <i>12/31/2026</i> |
|----------------------------|-------------------|

The following is made part of this agreement:

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

|                                       |                                       |                    |                 |
|---------------------------------------|---------------------------------------|--------------------|-----------------|
| SUPPLIER:                             |                                       | City of Fort Wayne |                 |
| By (Signature):<br><i>[Signature]</i> | By (Signature):<br><i>[Signature]</i> | By (Signature):    | By (Signature): |
| Printed Name:<br><i>Gary Morrical</i> | Printed Name:<br><i>Nick Tarpecc</i>  | Printed Name:      | Printed Name:   |
| Date:<br><i>7/23/2026</i>             | Date:<br><i>08/08/2026</i>            | Date:              | 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.** The relationship between City and Supplier is and shall at all times remain an 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 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 forever releases, discharges, acquits and agrees to 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 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 attorneys' 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 damages incurred by City. At least 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/<br>\$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                                      |
- \*SUPPLIER, AND ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES WHO 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 Departments and Divisions, as an Additional Insured and a Certificate Holder, and provide 30 days' notification of cancellation, modification or non-renewal.
- All Certificates of Insurance should be sent to the following address:  
City of Fort Wayne Purchasing Department  
260 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, 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 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 303 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. **GOVERNING LAW, PREFERRED VENUE.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. The parties hereto agree that any action, proceeding, claim or dispute arising hereunder or relating hereto shall be brought and enforced in a court of applicable jurisdiction located in Allen County, Indiana and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.

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 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: 2026 Tree Removal Package

W.O. No: 1106P

Unit Pricing Sheet

Bid Date: 07/30/2026

Substantial Date: 12/21/2026

Final Completion Date: 12/31/2026

| Item Code Base<br>Bid Section | Item Description                                                                                    | Unit of<br>Measurement | Quantity | Unit Price  |
|-------------------------------|-----------------------------------------------------------------------------------------------------|------------------------|----------|-------------|
| 201-CFW-01                    | Tree 0-12 IN. DBH to Remove                                                                         | EACH                   | 1        | 195.60      |
| 201-CFW-02                    | Tree 13-24 IN. DBH to Remove                                                                        | EACH                   | 1        | 867.36      |
| 201-CFW-03                    | Tree 25-36 IN. DBH to Remove                                                                        | EACH                   | 1        | 1354.32     |
| 201-CFW-04                    | Tree 36-48 IN. DBH to Remove                                                                        | EACH                   | 1        | 1919.61     |
| 201-CFW-05                    | Tree 48+ IN. DBH to Remove                                                                          | EACH                   | 1        | 3264.72     |
| 202-FWR-03                    | Stump 0-24 IN., Diameter to Grind                                                                   | EACH                   | 1        | 100.00      |
| 202-FWR-04                    | Stump 25-40 IN., Diameter to Grind                                                                  | EACH                   | 1        | 274.50      |
| 202-FWR-05                    | Stump 41-65 IN., Diameter to Grind                                                                  | EACH                   | 1        | 467.94      |
| 202-FWR-06                    | 65+ IN., Diameter to Grind                                                                          | EACH                   | 1        | 623.75      |
| 621-FWR01                     | Hydroseed, with hydrostic tackifier or<br>equivalent polymer for erosion control<br>and straw mulch | SYS                    | 1        | 2.25        |
| 623-FWR19                     | Topsoil                                                                                             | TON                    | 1        | 21.50       |
| 109-04299                     | FORCE ACCOUNT WORK/WORK<br>ALLOWANCE                                                                | LS                     | 1        | \$25,000.00 |
| 110-01001                     | MOBILIZATION AND<br>DEMOBILIZATION                                                                  | LS                     | 1        | \$10,000.00 |
| 801-06775                     | MAINTAINING TRAFFIC                                                                                 | LS                     | 1        | \$10,000.00 |
|                               |                                                                                                     |                        | Total    | 54,091.55   |

## 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.

Worx Company  
Name of Company

[Signature]  
Company Representative Signature

President  
Title

### ACKNOWLEDGEMENT

STATE OF Indiana )  
COUNTY OF Allen ) SS

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.

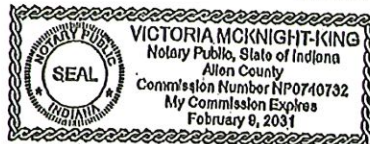
WITNESS my hand and swear this 23<sup>rd</sup> day of July, 20 26.

My Commission Expires: February 9, 2031

Resident of Allen County

Victoria MCKnight-King  
Signature of Notary Public

Victoria MCKnight-King  
Printed Name



### Drug Policy Acknowledgement Form

Contractor acknowledges the City of Fort Wayne has in place a 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.

Worx Companies

Name of Company

By: 

Name and Title Gary Morrical, President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(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  
115 W State Street  
Pendleton, IN 46064  
License #: 30922

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 16626  
Fort Wayne, IN 46885

| INSURER(S) AFFORDING COVERAGE |                         | NAIC # |
|-------------------------------|-------------------------|--------|
| INSURER A:                    | Erie Insurance Company  | 26263  |
| INSURER B:                    | Erie Insurance Exchange | 26271  |
| INSURER C:                    |                         |        |
| INSURER D:                    |                         |        |
| INSURER E:                    |                         |        |
| INSURER F:                    |                         |        |

## COVERAGES

CERTIFICATE NUMBER: 00018114-250818132449

REVISION NUMBER: 7

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                                                                                                                                                                                                                                                                                                                                                                                                 | ADDITIONAL INSURED | SUBROGATION | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> XCU<br><input checked="" type="checkbox"/> CONTRACTUAL LIAB<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG<br>OTHER: | Y                  |             | Q61-0240258   | 11/08/2025              | 11/08/2026              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPIOP AGG \$ 2,000,000 |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                                                                                                   | Y                  |             | Q11-0840050   | 11/08/2025              | 11/08/2026              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                                                                                                                                     | Y                  |             | Q35-0870293   | 11/08/2025              | 11/08/2026              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000                                                                                                                                                                                   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IN)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                            | Y/N<br>N           | N/A         | Q95-0800667   | 11/08/2025              | 11/08/2026              | <input checked="" type="checkbox"/> PER STATUTE<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                |
| A        | RENTED/LEASED EQUIPM                                                                                                                                                                                                                                                                                                                                                                                              |                    |             | Q61-0240258   | 11/08/2025              | 11/08/2026              | LIMIT \$ 250,000                                                                                                                                                                                                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, 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  
SUITE 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

(KLN)

# 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.

## 2026 Tree Removal Package

### RFPs & BIDS

|                               |                                           |
|-------------------------------|-------------------------------------------|
| Bid/RFP #                     | 1106P                                     |
| Awarded To                    | Worx Companies                            |
| Amount                        | Not to exceed \$250,000.00                |
| Conflict of interest on file? | N/A                                       |
| 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<br>(State, Federal,<br>Piggyback--Authority) | 1106P |
| Sole Source/<br>Compatibility Justification                | N/A   |

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

|                                        |                                                                                                 |
|----------------------------------------|-------------------------------------------------------------------------------------------------|
| Most Responsible,<br>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<br/>from prior years<br/>For annual purchase<br/>(if available).</i> | N/A |
|--------------------------------------------------------------------------------------------------|-----|

## DESCRIPTION OF PROJECT / NEED

|                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Identify need for project &amp;<br/>describe project; attach<br/>supporting documents as<br/>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. |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## REQUEST FOR SUSPENSION OF RULES

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

## FUNDING SOURCE

|                             |  |
|-----------------------------|--|
| <i>Account Information.</i> |  |
|                             |  |
|                             |  |
|                             |  |
|                             |  |
|                             |  |