

BILL NO. S-26-09-05

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving the awarding of QUEST #10106631 – 2026 FALL TREE PLANTING – (\$221,570.00) by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and FORT WAYNE TREES, LLC for the PARKS & RECREATION DEPARTMENT.

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

SECTION 1. That QUEST #8169529 – 2026 FALL TREE PLANTING– (\$221,570.00) by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and FORT WAYNE TREES, LLC for the PARKS & RECREATION DEPARTMENT, respectfully for:

All labor and materials necessary for, and incidental to, performing all operations in connection with furnishing, delivering, installing and warranting trees completely as specified;

involving a total cost of TWO HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED SEVENTY AND 00/100 DOLLARS - (\$221,570.00) all as more particularly set forth in said QUEST #10106631 – 2026 FALL TREE PLANTING - which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

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

Tree Planting (#10106631)

Owner: Purchasing

Solicitor: Fort Wayne IN, City of

03/27/2026 11:00 AM EDT

	Davey Resource Group- Shade Trees Unlimited		Fort Wayne Trees LLC
	IN	Inc.	
% of Tree Species Available	54%	93%	100%
Average Cost 1.5" (delivered)	\$ 193.54	\$ 159.36	\$ 157.90
Average Cost 2.0" (delivered)	\$ 246.27	\$ 202.83	\$ 212.38
Average Cost 3.0" (delivered)	\$ 318.00	\$ 252.83	\$ 283.97
Average Cost 1.5" (planted/warrantied)	\$ 543.54	\$ 264.36	\$ 257.90
Average Cost 2.0" (planted/warrantied)	\$ 596.27	\$ 307.83	\$ 312.38
Average Cost 3.0" (planted/warrantied)	\$ 693.00	\$ 377.83	\$ 408.97
Average Cost 6' Conifer (delivered)	\$ 236.58	\$ 255.00	\$ 232.00
Average Cost 7' Conifer (delivered)	\$ 280.62	\$ 305.00	\$ 276.00
Average Cost 6' Conifer (planted/warrantied)	\$ 511.58	\$ 455.00	\$ 332.00
Average Cost 7' Conifer (planted/warrantied)	\$ 555.62	\$ 505.00	\$ 386.00
Total Avg Cost	\$ 4,175.02	\$ 3,085.04	\$ 2,859.50

Fort Wayne Trees

Fort Wayne Trees		UNIT COST										
Common Name	Botanical Name	1.5" Caliper (Delivered)	1.5" Planted/ Warrantied - STREET	1.5" Planted/ Warrantied - PARK	2.0" Caliper (Delivered)	2.0" Planted/ Warrantied - STREET	2.0" Planted/ Warrantied - PARK	3.0" Caliper (Delivered)	2.0" Planted/ Warrantied - TREE GRATE	3.0" Planted/ Warrantied - TREE GRATE	2026 Fall PlantingTOTAL/SP ECIES	
Red Maple	<i>Acer rubrum</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	0	
	Red Sunset	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	3	
Sugar Maple	<i>Acer saccharum</i>	\$ 165.00	\$ 265.00	\$ 280.00	\$ 220.00	\$ 320.00	\$ 335.00	\$ 325.00	\$ 465.00	\$ 635.00	0	
	Commemoration	\$ 165.00	\$ 265.00	\$ 280.00	\$ 220.00	\$ 320.00	\$ 335.00	\$ 325.00	\$ 465.00	\$ 635.00	49	
Serviceberry	<i>Amelanchier Sp.</i>	\$ 160.00	\$ 260.00	\$ 275.00	\$ 220.00	\$ 320.00	\$ 335.00	\$ 325.00	\$ 465.00	\$ 635.00	0	
	Clump form	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	2	
	Autumn Brilliance	\$ 160.00	\$ 260.00	\$ 275.00	\$ 220.00	\$ 320.00	\$ 335.00	\$ 325.00	\$ 465.00	\$ 635.00	14	
	Allegheny	\$ 160.00	\$ 260.00	\$ 275.00	\$ 220.00	\$ 320.00	\$ 335.00	\$ 325.00	\$ 465.00	\$ 635.00	3	
Northern Catalpa	<i>Catalpa speciosa</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	99	
Common Hackberry	<i>Celtis occidentalis</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	11	
	Prairie Pride	\$ 175.00	\$ 275.00	\$ 290.00	\$ 250.00	\$ 350.00	\$ 365.00	\$ 325.00	\$ 495.00	\$ 635.00	8	
Eastern Redbud	<i>Cercis canadensis</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	19	
	Clump form	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	6	
American Yellowwood	<i>Cladrastis kentukea</i>	\$ 165.00	\$ 265.00	\$ 280.00	\$ 225.00	\$ 325.00	\$ 340.00	\$ 335.00	\$ 470.00	\$ 645.00	17	
Maidenhair Tree	<i>Ginkgo biloba</i>	\$ 165.00	\$ 265.00	\$ 280.00	\$ 220.00	\$ 320.00	\$ 335.00	\$ 325.00	\$ 465.00	\$ 635.00	0	
	Autumn Gold	\$ 165.00	\$ 265.00	\$ 280.00	\$ 220.00	\$ 320.00	\$ 335.00	\$ 325.00	\$ 465.00	\$ 635.00	3	
Honeylocust	<i>Gleditsia triacanthos</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	0	
	Shademaster	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	3	
	Skyline	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	12	
Kentucky Coffee Tree	<i>Gymnocladus dioica</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	0	
	Espresso	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	63	
Sweetgum	<i>Liquidambar styraciflua</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	4	
Tulip Tree	<i>Liriodendron tulipifera</i>	\$ 165.00	\$ 265.00	\$ 280.00	\$ 225.00	\$ 325.00	\$ 340.00	\$ 295.00	\$ 470.00	\$ 605.00	7	
Osage Orange	<i>Maclura pomifera</i>	\$ 165.00	\$ 265.00	\$ 280.00	\$ 225.00	\$ 325.00	\$ 340.00	\$ 345.00	\$ 470.00	\$ 655.00	0	
	White Shield	\$ 165.00	\$ 265.00	\$ 280.00	\$ 220.00	\$ 320.00	\$ 335.00	\$ 325.00	\$ 465.00	\$ 635.00	16	
Japanese Crabapple	<i>Malus sp.</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	0	
	Professor Sprenger	\$ 165.00	\$ 265.00	\$ 280.00	\$ 220.00	\$ 320.00	\$ 335.00	\$ 325.00	\$ 465.00	\$ 635.00	3	
Dawn Redwood	<i>Metasequoia glyptostroboides</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	11	
London Planetree	<i>Platanus x acerifolia</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	0	
	Bloodgood	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	101	
White Oak	<i>Quercus alba</i>	\$ 165.00	\$ 265.00	\$ 280.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 295.00	\$ 445.00	\$ 605.00	22	
Swamp White Oak	<i>Quercus bicolor</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	14	
Northern Pin Oak	<i>Quercus ellipsoidalis</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	8	
Shingle Oak	<i>Quercus imbricaria</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	15	
Bur Oak	<i>Quercus macrocarpa</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	24	
Chinquapin Oak	<i>Quercus muehlenbergii</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	17	
English Oak	<i>Quercus robur</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	2	
Northern Red Oak	<i>Quercus rubra</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	19	
Japanese Tree Lilac	<i>Syringa reticulata</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 195.00	\$ 295.00	\$ 310.00	\$ 245.00	\$ 440.00	\$ 555.00	0	
	Ivory Silk	\$ 150.00	\$ 250.00	\$ 265.00	\$ 195.00	\$ 295.00	\$ 310.00	\$ 245.00	\$ 440.00	\$ 555.00	60	
	Summer Snow	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	8	
Bald Cypress	<i>Taxodium distichum</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	0	
	Shawnee Brave	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	6	
American Linden	<i>Tilia americana</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	2	
	Redmond	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	10	
Littleleaf Linden	<i>Tilia cordata</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	0	
	Greenspire	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	5	
American Elm Hybrids	<i>Ulmus americana</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 195.00	\$ 295.00	\$ 310.00	\$ 245.00	\$ 440.00	\$ 555.00	0	
	Valley Forge	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 240.00	\$ 445.00	\$ 550.00	9	
Smoothleaf Elm Hybrids	<i>Ulmus carpinifolia</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 240.00	\$ 445.00	\$ 550.00	0	
	Morton Glossy	\$ 165.00	\$ 265.00	\$ 280.00	\$ 225.00	\$ 325.00	\$ 340.00	\$ 275.00	\$ 470.00	\$ 585.00	115	
Japanese Zelkova	<i>Zelkova serrata</i>	\$ 150.00	\$ 250.00	\$ 265.00	\$ 200.00	\$ 300.00	\$ 315.00	\$ 250.00	\$ 445.00	\$ 560.00	4	
794												
Planting cost including 1 year warranty - Street		\$ 100.00			\$ 100.00			\$ 125.00				
Planting cost including 1 year warranty - Park		\$ 115.00			\$ 115.00			\$ 130.00				

Evergreen

Common Name	Botanical Name	6' Tall (Delivered)	Planted/ Warrantied- Park - 6'	7' Tall (Delivered)	Planted/ Warrantied- Park - 7'	PARK TREE				
						6' QUANT	COST	7' QUANT	COST	
White fir	<i>Abies concolor</i>	\$ 295.00	\$ 405.00	\$ 350.00	\$ 485.00		\$ -		\$ -	
Eastern Redcedar	<i>Juniperus virginiana</i>	\$ 135.00	\$ 245.00	\$ 155.00	\$ 290.00		\$ -		\$ -	
Norway Spruce	<i>Picea abies</i>	\$ 285.00	\$ 395.00	\$ 345.00	\$ 480.00		\$ -	9	\$ 4,320.00	Sub Can. Hemlock
Blue pruce	<i>Picea pungens</i>	\$ 285.00	\$ 395.00	\$ 345.00	\$ 480.00		\$ -		\$ -	
White Pine	<i>Pinus strobus</i>	\$ 160.00	\$ 270.00	\$ 185.00	\$ 320.00		\$ -	2	\$ 640.00	
						0	\$ -	11	\$ 4,960.00	
Planting Cost Including 1 year Warranty - Street Tree		\$ 100.00			\$ 110.00					
Planting Cost Including 1 year Warranty - Park Tree		\$ 100.00			\$ 110.00					
						Total Tree Planting Cost		895 Total Trees	\$ 215,170.00	
						Total Stump Removal Cost		64 Stumps to Remove	\$ 6,400.00	
						Total Contract Cost		Total	\$ 221,570.00	

Planting of 3.0" caliper shade tree in tree grate planters in accordance with the provided detail drawing, including removing/replacing gravel mulch, weed berrier 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.	\$ 310.00
Planting of 2" caliper shade tree in tree grate planters in accordance with the provided detail drawing, including removing/replacing gravel mulch, weed berrier 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.	\$ 245.00
Removal of tree stump 4" dia. or less as part of planting operations. This includes tree stumps located within tree grate planters.	\$ 100.00



SERVICE AGREEMENT: RFQ#: 10106631

SUPPLIER NAME Fort Wayne Trees, LLC	CITY DEPARTMENT/CONTACT NAME Parks and Recreation/Derek Veit
STREET ADDRESS 7195 Indiana 14	STREET ADDRESS 1900 N. Clinton Street
CITY, STATE, ZIP CODE Columbia City, IN. 46725	CITY, STATE, ZIP CODE Fort Wayne, IN. 46805
ATTENTION Nick Miller	INVOICE ADDRESS 1900 N. Clinton Street
TELEPHONE 260-417-4086	CITY, STATE, ZIP CODE Fort Wayne, IN. 46805

Service Description**Rates**

2026 Fall Tree Planting - The scope of work includes all labor and materials necessary for, and incidental to performing all operations in connection with furnishing, delivering, installing, and warranting trees completely as specified.

\$221,570.00
(See Bid Tab)

Estimated Completion Date:

12/31/2026

The following is made part of this agreement:

Specifications

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:

Board of Park Commissioners

By (Signature): 	By (Signature):
Printed Name: Nick Miller	Printed Name:
Date: 09/01/2026	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 as independent contractors. 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 attorneys' 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 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 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 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

*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
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, 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. **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 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.

MEMORANDUM

To: City Council Members, City of Fort Wayne
From: Derek Veit
CC: File
Subject: Council Approval of 2026 Fall Street and Park Tree Purchases/Planting Services-IT QUEST # 10106631
Date: August 31, 2026

The Fort Wayne Parks and Recreation Department is requesting approval for a contract with Fort Wayne Trees LLC. totaling \$221,570.00. 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, Fort Wayne Trees LLC., has been selected by means of a publicly bid price agreement. This project is funded through budgeted CIP and Fort Wayne Parks Trust Funds.

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