



LEXINGTON

Bid 139-2022
Big Beaver Tree Service
Woodchuck Holdings, LLC.
Supplier Response

Event Information

Number: Bid 139-2022
Title: Arboricultural Services
Type: Competitive Bid
Issue Date: 11/1/2022
Deadline: 11/15/2022 02:00 PM (ET)
Notes: Only online bid submittals will be accepted.

Contact Information

Contact: Kristie Thomas
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: kthomas@lexingtonky.gov

Big Beaver Tree Service Information

Contact: Heather Baggett
Address: 330 Lisle Industrial Avenue
Lexington, KY 40511
Phone: (859) 388-9422
Email: admin@bigbeaverlexington.com
Web Address: <https://bigbeavertreecare.com/>

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Heather Baggett

Signature

Submitted at 11/15/2022 10:20:52 AM (ET)

Admin@bigbeaverlexington.com

Email

Response Attachments

Bid #139-2022 Arboricultural Services-signed.pdf

Bid Package

Notice to Bidders. Item 1.pdf

Statement of expertise

Notice to Bidders. Item 2.pdf

References

Notice to Bidders. Item 3.pdf

Staff and training

Notice to Bidders. Item 4.pdf

Resumes of Site Supervisors

Notice to Bidders. Item 5 Business Occupational License - Big Beaver.pdf

Business License

Notice to Bidders. Item 6. Proof of Insurance.pdf

Proof of Insurance



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: November 1, 2022

INVITATION TO BID #139-2022 Arboricultural Services

Bid Opening Date: November 15, 2022

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **11/15/2022**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Various Locations, Lexington, KY

Check One:	Proposed Delivery:
<input checked="" type="checkbox"/> Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	_____ days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Woodchuck Holding, LLC DBA Big Beaver Tree Service

Firm Name

330 Lisle Industrial Ave

Address

Lexington Ky 40511

City, State & Zip

Bid must be signed:

 - CFO
Signature of Authorized Company Representative – Title

Doug Mitchell - CFO

Representative's Name (Typed or printed)

859-388-9422

Area Code - Phone – Extension

Fax #

Admin@bigbeaverlexington.com

E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Doug Mitchell, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is CFO and he/she is the individual submitting the bid or is the authorized representative of Woodchuck Holding, LLC DBA Big Beaver Tree Service the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. 

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Doug Mitchett on this the 14 day
of November, 2022

My Commission expires: 8/19/23

NOTARY PUBLIC, STATE AT LARGE

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes _____ No _____

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly

or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract.

In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 2 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **two (2), 1** year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.



Signature

Woodchuck Holding, LLC DBA Big Beaver Tree Service

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. **Price Discrepancy:** When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

11/14/2022
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Woodchuck Holding, LLC DBA Big Beaver Tree Service

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		2														2	
Professionals																	
Superintendents																	
Supervisors		3														3	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical			1														1
Skilled Craft		5		5		1								1		12	
Service/Maintenance																	
Total:		10	1	5		1								1		17	1

Prepared by: Heather Baggett - Book Keeper

Date: 11 / 8 / 2022

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/ Pacific Islander, Hispanic Islander, Native American/ Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbooc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 139-2022

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Woodchuck Holding, LLC DBA Big Beaver Tree Service

Company

11/14/2022

Date



Company Representative

CFO

Title



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 139-2022

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Woodchuck Holding, LLC DBA Big Beaver Tree Service

Company

11/14/2022

Date



Company Representative

CFO

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 139-2022

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Woodchuck Holding, LLC DBA Big Beaver Tree Service

Company

11/14/2022

Date

Company Representative

CFO

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 139-2022

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name Woodchuck Holding, LLC DBA Big Beaver Tree Service	Contact Person Doug Mitchell
Address/Phone/Email 330 Lisle Industrial Ave, Lexington KY 40511	Bid Package / Bid Date 139-2022 11/15/2022

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
N/A								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Woodchuck Holding, LLC DBA Big Beaver Tree Service

Company

11/14/2022

Date



Company Representative

CFO

Title



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 139-2022

Total Contract Amount Awarded to Prime Contractor for this Project _____

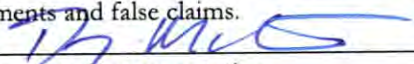
Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address: _____
Federal Tax ID:	Contact Person: _____

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
N/A							

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Woodchuck Holding, LLC DBA Big Beaver Tree Service

 Company



 Company Representative

11/14/2022

 Date

CFO

 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 139-2022

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

N/A DM Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

N/A DM Included documentation of advertising in the above publications with the bidders good faith efforts package

N/A DM Attended LFUCG Central Purchasing Economic Inclusion Outreach event

N/A DM Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

N/A DM Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

N/A DM Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

N/A DM Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

N/A DM Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

N/A DM Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

N/A DM Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

N/A DM Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

N/A DM Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

N/A Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

N/A Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

N/A Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

N/A Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

N/A Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Woodchuck Holding, LLC DBA Big Beaver Tree Service

Company

11/14/2022

Date


Company Representative

CFO

Title

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,
INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.


Signature

11/14/2022
Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance

programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00470806

EVIDENCE OF INSURABILITY
LEXINGTON-FAVETTE URBAN COUNTY GOVERNMENT PROJECT
 (Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: Woodchuck Holding LLC DBA Big Beaver Tree Service
 Address: 330 Lisle Industrial Ave
Lexington Ky 40511

Employee ID: _____
 Phone: 859-388-9422

Project to be insured: 139-2022

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
CGI	\$1,000,000/per occ. \$2,000,000 aggregate	\$ 1,000,000/per occ. \$2,000,000 aggregate	Westfield Insurance Co	24112	
AUTO W/C	\$1,000,000/per occ. Statutory w/endorsement for Employer's Liability for \$500,000/ per occ.	\$ 1,000,000/per occ. \$4,000,000 per occ.	Westfield Insurance Co Kentucky Associated General Contractors AGC	24112 22871	
E:access	\$3,000,000/per occ.	2,000,000/per occ.	Westfield Insurance Co	24112	

The Risk Management Provisions Insurance and Indemnification required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Agency or Brokerage Energy Ins. Agency, Inc.
 Street Address 3008 Atkinson Avenue
 City Lexington State KY Zip 40509
 Telephone Number _____

Name of Authorized Representative Eric L. Everman, AU
 Title Sr. Commercial Account Manager
 Authorized Signature Eric L. Everman, SRU
 Date 11/08/22

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.
CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THIS FORM FOR ALL COVERAGE'S LISTED ABOVE IS NOT PROVIDED.

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
REQUEST FOR BID
#139-2022 Arboricultural Services**

This purpose of this bid is to establish a price contract for arboricultural services at various locations for the Lexington-Fayette Urban County Government (LFUCG). LFUCG reserves the right to award a contract to multiple, qualified bidders.

1.0 SCOPE OF WORK

- Work includes, but is not limited to, providing all labor, consumable materials (and other materials, as required), tools, equipment, and services required to perform various types of arboricultural services for LFUCG.
- Arboricultural services shall include, but not be limited to:
 - Tree Removal (standing, leaning, or fallen live or dead trees)
 - Tree Pruning and Maintenance
 - Tree Planting
 - Tree Pest and Disease Identification and Management
 - Tree Risk Assessments
 - Tree Inventory

2.0 CONTRACT TERMS

- 2.1 This agreement shall be for a period of two (2) years with an option to renew for two (2) one (1) year renewals if mutually agreed upon by both parties.
- 2.2 LFUCG may cancel this contract without notice if the Contractor fails to perform the services herein. In the event of such cancellation, LFUCG may make arrangements as it deems necessary to secure the services specified.
- 2.3 This contract may be cancelled by either party by delivering written notice of intent to cancel to the other party not less than 30 days before the proposed date of termination. Written notice to LFUCG should be sent to the Division of Central Purchasing.
- 2.4 Failure to begin a project on time, maintain the project schedule, meet project specifications or quality, satisfy permit requirements, or come to an agreement on price or specification changes, during the course of any individual project may result in removal of a Contractor from (a) the project, (b) opportunities to quote on future jobs of similar scope, and/or (c) the contract.
- 2.5 The failure of either party to insist on strict performance of any of the terms or conditions of this contract shall not be construed as a waiver of the right to insist upon strict enforcement of such provisions in the future.

- 2.6 The Contractor hereby agrees to indemnify and hold harmless the LFUCG, its employees and agents, from any claims or demands whatsoever arising from the Contractor's performance under this contract. The operation, in its entirety, shall be the sole responsibility of the Contractor.
- 2.7 The Contractor hereby accepts responsibility for any loss or damage to property (including landscaping) owned by LFUCG or the general public caused by the Contractor's employees or agents. Contractor shall replace or repair same at his own cost and expense in like kind and at the direction of LFUCG. If damaged property resulting from the Contractor's operations has to be repaired or replaced by LFUCG, the cost of such work shall be deducted from the Contractor's payment.
- 2.8 This contract may not be sub-contracted in whole or in part without approval of the Lexington-Fayette Urban County Government (LFUCG). The Contractor shall remain responsible for the performance of the contract and the Contractor shall be liable for compliance by any sub-contractor with the terms of this contract. A copy of any sub-contract shall be submitted, prior to its execution, to the LFUCG's Divisions of Purchasing and Environmental Services for approval.
- 2.9 If a contracted firm has a change in staffing or expertise that substantially changes their qualifications to perform work under this program, they must communicate the change in qualifications to LFUCG in writing.
- 2.10 The Contractor shall keep in force at all times liability insurance in amounts specified herein. Failure to maintain adequate insurance shall be cause for cancellation of this contract without notice.

3.0 ROUTINE AND EMERGENCY ESTIMATES

- 3.1 Upon request, and following LFUCG procurement rules, Contractor will be required to provide a written estimate, acceptable to the LFUCG Project Manager for routine projects. Estimates are to be lump sum, and include labor, materials, and rental fees, at the rates specified in the bid. Contractor must submit with each written estimate an acknowledgement of the project's required schedule and technical specifications, and list any proposed sub-contractors.
- 3.2 Contracted firms are free, without penalty, to provide estimates for some projects and not others depending upon their areas of expertise and availability. Contractors shall provide, in writing to LFUCG, a NO BID response when requested.
- 3.3 All cost estimates prepared by the Contractor shall be at no cost to the LFUCG. The Contractor agrees that these estimated costs will be the maximum project cost if accepted by the LFUCG. The Contractor agrees that the LFUCG shall bear no liability or responsibility to the Contractor for the payment of any costs or charges in excess of the amount identified in the written cost estimates.

- 3.4 If an unknown site condition is encountered during the course of a project, resulting in increase or decrease of project scope, the Contractor and LFUCG shall negotiate a change in price terms prior to work proceeding. Failure to reach agreement in writing on a new project cost estimate shall result in the work being given to another contractor.
- 3.5 If selected, a performance bond will be required on projects exceeding \$50,000 prior to Notice to Proceed.
- 3.6 Under this contract, in order to provide continuity of service beneficial to LFUCG, Contractors that have installed a specific project for LFUCG shall be given right of first refusal for future maintenance services on that specific installation if LFUCG accepts their maintenance cost estimate. LFUCG reserves the right to obtain additional quotes when it is deemed beneficial to LFUCG.
- 3.7 LFUCG reserves the right to obtain an estimate for arboricultural work outside of this contract when it is in the best interest of LFUCG.
- 3.8 Contractors, including their sub-contractors, shall do all of the work and furnish all of the management, supervision, labor, materials, tools, equipment, excavation, and incidentals necessary for the performance and completion of the projects under this contract.
- 3.9 Contractors should be prepared to meet the schedule for each accepted project. In some cases, projects may be scheduled outside of the optimal seasons. Estimates should account for such difficulties.
- 3.10 Emergency services shall be procured under this contract based upon Contractor expertise, availability, and cost. If quotes are not requested by the LFUCG due to time constraints or conditions, emergency related costs shall be based upon the unit rates in the bid.

4.0 MATERIALS

- 4.1 Contractor will be required to furnish required supplied materials, such as tree stock, mulch, pesticide, stakes, etc. and be reimbursed by LFUCG, in accordance with Contractor's quoted mark-up rate.
- 4.2 Any pesticides proposed for use on this contract shall be approved in writing by the City Arborist prior to use for the proposed application. Use of pesticides not approved in advance may result in cancellation of the contract.
- 4.3 LFUCG considers items such as work gloves, safety equipment, traffic control devices, fuel, equipment, etc. to be consumables and shall not be included as part of the cost of materials on this contract.

5.0 LABOR AND SUPERVISION

- 5.1 **Approved Site Supervisor:** All activities under this contract shall be performed under the constant, direct, and on-site supervision of an experienced professional as designated in the Bid Submittal and accepted by LFUCG as an on-site supervisor under this contract.
- 5.2 **ISA Certified Arborists:** The following activities shall be overseen on-site, at all times, by a supervisor who is an actively credentialed ISA Certified Arborist:
- Tree Pruning and Maintenance
 - Pest and Disease Identification and Management
- 5.3 **ISA Tree Risk Assessor Qualification:** The following activities shall be performed by a staff member who has a valid ISA Tree Risk Assessor Qualification:
- Tree Risk Assessments
- 5.4 **State Pesticide Applicator License:** Herbicides and pesticides shall only be applied by staff members with a valid State Pesticide Applicator License.
- 5.5 The Contractor shall enforce strict discipline and good order among Contractor's employees. The Contractor shall exercise the necessary supervision and control on each job and prevent Contractor's employees from violating any laws and regulations. The Contractor shall promptly remove from a job site any employee whose work or conduct is not satisfactory to the LFUCG Project Manager.

6.0 CONTRACTOR CARE, CUSTODY AND CONTROL OF THE WORK

- 6.1 No work or mobilization shall be performed on private property prior to obtaining written consent of the property owner. LFUCG shall provide the Contractor with signed Right-of-Entry forms prior to requiring work on private property. The Contractor should NOT enter a private property or perform work without having on site the signed Right-of-Entry form from the specific property owner.
- 6.2 The Contractor shall enter and exit the work area at the location specified in the work order.
- 6.3 The Contractor shall ensure that no mud or dirt is tracked from the work area or enters the roadway.
- 6.4 The Contractor shall plan and execute loading material at or near the designated ingress / egress point so as to minimize impact to the area.
- 6.5 Fences, walls, hedges, shrubs, any and all landscaping, etc. (other than that specified for removal in the task order), shall be carefully preserved, and/or replaced if damaged by the Contractor during execution of this work. Grassed areas, if damaged by the Contractor, shall be graded, seeded with appropriate

mixture (to be specified by LFUCG), and covered with straw. Additionally, the Contractor shall seed and straw any areas of open soil that have been exposed or eroded by the work operations.

6.6 Contractor shall continuously protect his work from damage, protect all persons from injury, and protect all other property from damage, injury, or loss arising in connection with the work regardless of who the Owner of said property might be.

6.7 The Contractor alone shall be responsible for the protection, safety, efficiency, and adequacy of his equipment, tools, and materials.

7.0 SAFETY

7.1 Employees shall have proper identification on their person at all times while working on an LFUCG project.

7.2 Equipment shall be clearly marked with the company name and be well maintained to operate safely on public property with all appropriate safety measures.

7.3 The Contractor is required to follow OSHA and the Department of Transportation regulations regarding employee safety. OSHA compliant Hi Visibility clothing shall be worn by all personnel when working within a road right-of-way. Industry standard personal protective equipment (PPE) such as ear, eye, foot, and hand protection, chaps, hard hats, etc. shall be worn while performing work associated with this contract.

7.4 The MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), published by the Federal Highway Administration, shall be followed for all traffic control signage, devices, flaggers, and lane closure protocols. Lane closure permits are to be arranged by the Contractor by contacting the Division of Traffic Engineering at 859-258-3830. Encroachment Permits from the State may be required and will be obtained by LFUCG on a project-by-project basis. All permit requirements shall be followed.

7.5 All work shall be performed in a safe manner, following all local, state, and federal laws and project-specific permit requirements, including but not limited to traffic control devices, erosion control measures, and method and location of transport and disposal of debris.

7.6 In areas with vehicular or pedestrian traffic, the Contractor shall provide sufficient signage, flagging, and barricading to ensure adequate safety for all and be done in conformity with all applicable federal, state, and local laws, regulations, and ordinances governing personnel, equipment, and work place safety.

7.7 Except during emergency operations, work shall occur between the hours of 7:30 a.m. and 6:00 p.m. Monday through Friday unless approval is provided in writing

by LFUCG. Work on thoroughfares is limited to the hours of 9:00 a.m. to 3:00 p.m. Monday through Friday or on weekends.

- 7.8 Public walkways and sidewalks shall not be blocked to pedestrian traffic unless OSHA/MUTCD compliant signage is in place. No sidewalk or roadway shall be blocked overnight as part of this work without proper approvals from LFUCG, the State (if applicable), and abutting property owners. This requirement may be waived by LFUCG during emergency storm response operations.
- 7.9 The Contractor shall be responsible for contacting 811 and other appropriate utilities and ensuring utility locates are completed prior to commencing work that includes stump grinding, tree planting, or any digging.
- 7.10 The Contractor shall not work on trees growing above OR within 10 feet of any overhead power line. LFUCG shall contact utility companies to request Make Safes prior to contract work beginning.
- 7.11 Any conditions that are discovered during the job that may endanger the safety and health of other trees, property, or people that cannot be remedied by standard arboricultural practices shall serve as just cause for all work to stop until LFUCG staff is notified.
- 7.12 All trucks and other equipment must be in compliance with all applicable Federal, State, and local laws, rules, and regulations.

8.0 HAULING AND DISPOSAL

- 8.1 Contractors shall not leave debris overnight on a work site unless pre-approved by LFUCG.
- 8.2 The Contractor shall dispose of debris in a legal manner following all local, state, and federal regulations. The Contractor shall notify LFUCG staff of the proposed disposal site with the quote for each work order.
- 8.3 Loads shall be secured in the bed or covered by a tarp or other method to prevent loss of material during transport. Failure to safely secure and prevent material from flying out of a truck during transport may be grounds for dismissal from the contract.
- 8.4 Clean whole or chipped wood generated by this contract shall be dumped (no dump fee) at the LFUCG Yard Waste Pad off of Jimmie Campbell Drive or at another location designated by the LFUCG Project Manager.
- 8.5 Trash or woody debris with trash mixed in shall be dumped at the Bluegrass Regional Transfer Station, 1505 Old Frankfort Pike. A load certification reduction form is required to be obtained from the Division of Environmental Services for every load prior to dumping at this facility. LFUCG will pay dump fees directly to the transfer facility for all loads with the required load certification form.

8.6 LFUCG will NOT reimburse for dump fees paid by the Contractor.

8.7 The Contractor shall be responsible for payment of any fines associated with improper disposal of material removed from the project site. Improper disposal is grounds for dismissal from this contract.

9.0 WARRANTY

9.1 The Contractor shall guarantee new plant material for one calendar year from the date of installation (see Specifications).

9.2 The warranty shall not cover plants damaged by others after job has been completed and contractor has left the job site.

9.3. Trees that are diseased, dying, or dead within that one year shall be replaced by the Contractor at no charge to LFUCG.

9.4 Replacement trees installed under this warranty shall be guaranteed for one full growing season from date of installation.

10.0 STANDARDS

10.1 All work and materials used shall meet or exceed the provisions of the most recent applicable codes, standards, and best management practices of the following organizations:

ANSI - American National Standards Institute

ISA - International Society of Arboriculture

10.2 All federal, state, county, or local codes, laws, ordinances, and permit conditions apply. All work shall be safely performed and shall conform to the requirements of the Occupational Safety and Health Act (OSHA) and the Manual on Uniform Traffic Control Devices (MUTCD) or Kentucky Transportation Cabinet requirements, whichever are more stringent.

10.3 Contractor must have a registered Contractor's License with the LFUCG Division of Building Inspection.

11.0 TIME AND MATERIAL WORK

11.1 Hourly rates are based on actual working time while on the LFUCG job site and are all inclusive of payroll burdens, overhead, and profits. Overtime must have prior approval from the LFUCG Project Manager, and will typically only apply to emergency work. All industry standard tools and equipment should be considered in the hourly labor rates.

- 11.2 Reasonable rentals on specialty equipment (e.g., cranes, special lifts, special traffic control devices for FHWA areas) must have prior written approval from the LFUCG Project Manager, and billed at the rental rate with no mark up. Contractor must submit a copy of any rental agreements and include the rental cost as part of each job quote (when applicable). The agreement can be a letter from the rental company confirming an account and the equipment available in lieu of a contractual agreement.

12.0 BILLING AND PAYMENT

- 12.1 The Contractor shall submit itemized invoices which reflect approved work order quotes, including number of hours per labor rate, materials cost with mark up, and rental fees with no markup.
- 12.2 Invoices shall list each location serviced, reference purchase order number, and specifics of project scope – e.g., location, tree species and quantities planted or pruned, dates of service, etc. A representative sample of before and after photos are required to be submitted with each invoice. Any materials and third party rentals provided by the contractor shall be substantiated by vendor invoice. Timesheets must be available upon request.
- 12.3 Payment Terms are Net 30.
- 12.4 If time is not available for quotes, Unit Pricing shall be used during emergency operations, such as storm response. Contractors shall invoice per quantities performed using the accepted contract unit pricing.
- 12.5 Payment shall be made only for the portion of work completed in accordance with the specifications.

13.0 TECHNICAL SPECIFICATIONS

13.1 Tree Removal

- 13.1.1 Contractor shall remove the tree by removing limbs first and removing the trunk in six to eight foot (6-8') sections or less on parcels, and in four foot (4') sections or less in rights-of-way.
- 13.1.2 Roping and rigging shall be used in urban areas or where infrastructure could otherwise be damaged.
- 13.1.3 Contractor is responsible for filling in divots caused by the falling of limbs and wood bucked from the trunk when felling trees.
- 13.1.4 Contractor is responsible for contacting appropriate utility companies when necessary and shall be responsible for ensuring that all public and private property is safe from potential damage due to tree removal operations.

- 13.1.5 Trunk shall be removed to within four (4") inches above soil grade.
- 13.1.6 Stump grinding to be included with tree removal, unless instructed otherwise. All stumps to be removed to a minimum depth of at least eighteen (18") inches below soil grade unless utilities are a constraint or specified otherwise in the request for quote. Stump grindings to be leveled and raked.
- 13.1.7 All slash and other debris shall be removed from the site and properly disposed of at the end of each work day unless chipping is noted in the request for quote.

13.2 Tree Pruning

- 13.2.1 All pruning shall be done in accordance with the **ANSI A300 standards, Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance, Part 1: Pruning.**
- 13.2.2 All dead and/or diseased branches, two inches (2") in diameter or greater shall be removed.
- 13.2.3 All cuts shall be made sufficiently close to the trunk or parent limb, just outside the branch bark ridge and collar, and not leaving a protruding stub, so that callous tissue can readily form under normal conditions. Clean pruning cuts shall be made at all times with no ripping or tearing of the bark.
- 13.2.4 All branches that are large or heavy as to cause bark splitting and peeling are to be removed using the three cut method, starting with an undercut followed by a top cut. The third cut is the final cut to remove the stub outside the branch collar.
- 13.2.5 To prevent tree or property damage, branches shall be lowered to the ground by using proper rigging techniques and/or crane operations, when necessary.
- 13.2.6 All cut limbs and debris shall be removed from the site and properly disposed of.
- 13.2.7 Tree topping is prohibited.
- 13.2.8 Clearance heights and limits of pruning (i.e., clearance vs. structural) shall vary depending upon the tree location and project goals, and shall be described in the individual work orders.

13.3 Tree Planting and Maintenance

13.3.1 PART 1 – GENERAL

13.3.1.1 Source Quality Control

- A. Plants shall be inspected by an LFUCG arborist upon delivery to site. LFUCG reserves the right to accept or reject plants at time of delivery.

LFUCG also reserves the right to inspect plants prior to delivery if desired, at which point plants will be tagged for use.

- B. All plant material shall meet the requirements of **American Standard for Nursery Stock ANSI Z60.1** latest edition.

13.3.1.2 Submittals

- A. Submit name of nursery or wholesale source of plants to the contracting division prior to delivery.

13.3.1.3 Product Delivery, Storage, and Handling

A. Preparation for Delivery

- Balled and Burlap (B&B) Plants:
 - Dig and prepare for shipment in a manner that will not damage roots, branches, shape, and future development after replanting.
 - The soil should be natural and firm.
 - Wrap ball firmly with burlap or strong cloth and tie.
 - Provide freshly dug trees. Do not prune prior to delivery unless otherwise approved in writing by an LFUCG arborist. Do not bend or bind-tie trees in such manner as to damage bark and break branches or destroy natural shape. Provide protective covering during delivery. Do not damage or drop balled and burlapped trees during delivery.

B. Delivery

- Do not deliver more plant materials than can be planted in one day.
- Deliver plants with legible identification labels.
- Protect during delivery to prevent damage to root ball, branches, or trunk.

C. Storage

- Balled and burlap plant stock:
 - Deliver directly from nursery.
 - Heel-in immediately upon delivery if not to be planted within four hours.
- Protect roots of plant material from drying or other possible injury.
- Store plants in shade and protect from weather.

D. Handling

- Do not drop plants.
- Pick up plants from the bottom and do not use hydraulic forks to pinch the root ball for maneuvering.

13.3.2 PART 2 – PRODUCTS

13.3.2.1 Plant Materials

- A. Trees shall conform to the guidelines established by the latest edition of **American Standard for Nursery Stock ANSI Z60.1**.
- B. ~~Do not~~ ~~Use~~ ~~Wedg~~ ~~Mittels~~ ~~Do not~~ ~~Use~~ ~~Wedg~~ ~~Mittels~~ Wedg Mittels shaped, true to type, and free from disease, insects, and defects such as knots, sunscald, windburn, injuries, abrasion, or disfigurement. Trees must have a dominant central leader and straight trunk with good trunk taper.
- C. True to botanical and common name and variety.
- D. Grown under climatic conditions similar to those in locality of project.
- E. Planting of shrubs shall follow the same specifications as for trees under this contract.

13.3.2.2 Mulch

- A. Mulch shall be premium hardwood, natural, shredded, double-screened, and undyed.

13.3.2.3 Equals

- A. Equals are not allowed under this contract unless approved previously in writing by the LFUCG Project Manager.

13.3.3 PART 3 – EXECUTION

13.3.3.1 Initial Inspection

- A. Verify final grades have been established prior to beginning planting operations.
- B. Inspect trees and ground cover plants for injury, insect infestation, and trees for improper pruning.
- C. The Contractor shall schedule to plant a single tree and contact the LFUCG City Arborist to conduct a visual inspection of the work performed by the Contractor before proceeding with any other tree installation.

13.3.3.2 Preparation

- A. Plans will be provided to selected contractor by LFUCG.
- B. Place surveyor flags to mark location for trees and call 8-1-1 to have all underground utilities located.
- C. The Contractor shall be responsible to have all utilities located prior to any digging, and work methods shall be modified as needed to avoid utilities.
- D. Do not begin excavation until **all** underground utilities have been clearly marked and confirmed by the LFUCG Project Manager or his designee.
- E. Place traffic control devices as needed prior to start of work.

13.3.3.3 Excavation for Planting

- A. Size of Pits is Minimum Width: 1.5 x depth of ball.
- B. Trees should rest on firm, undisturbed soil.
- C. Soil on sides of pit should be loosened as needed.
- D. Prior to placing tree in the hole, pull back a sufficient amount of the burlap to determine the original ground line.
- E. Do not plant trees below the original ground line. Plant trees at grade and not more than 1" above the original ground line. Flare shall be visible.

13.3.3.4 Planting

- General
 - Center tree in the hole.
 - Face for best effect.
 - Set plant and hold rigidly in position while soil is tamped firmly around ball.
 - Place sufficient planting soil under the plant to ensure existing ground line of plant is even with finished grade.
 - Backfill with original soil until full in 9" layers, removing voids as fill is added. If undesirable soils are incurred, notify LFUCG prior to backfilling. Do not place soil over top of the root ball.
 - Cut burlap or cloth, ropes, wire, and other wrapping materials and remove from around the top one-third of ball.
 - Do not pull wrapping from under ball.
 - Thoroughly water trees in after backfilling. The root balls should be thoroughly soaked. Tree pits should drain and not hold water around the roots.
 - Use staking only when necessary following ISA best management practices.
 - Follow the LFUCG Standard Planting Detail for Trees and Shrubs (attached).

13.3.3.5 Mulching

- A. Mulch within 2 days after planting with a tree ring of 5 foot diameter for small tree species and 6 foot diameter for large trees species.
- B. Cover tree ring evenly with 3" maximum of mulch. Tree ring to begin approximately 3" from the trunk of the tree. Never cone mulch up around the trunk of the tree.

13.3.3.6 Pruning New Plant Material

- A. Prune as little as necessary to remove injured twigs and branches, deadwood, and suckers.

13.3.3.7 Watering and Maintenance

- Begin maintenance immediately after each item is planted and continue throughout the one-year warranty period (if specified in the project scope).
- Maintain a healthy growing condition by watering, pruning, spraying, weeding, and other necessary maintenance operations.
- Pull weeds, grass, and other undesired vegetation growth from the top of the root ball.
- Provide water sufficient for healthy growth as needed. This can be performed by direct watering or installing and maintaining individual irrigation measures (i.e., Gator bags, Ooze Tubes, or Bio-Plex Drip Irrigation Trays).
- Monitor for pests and disease and treat as necessary following industry standards. Obtain approval from LFUCG prior to applying chemical treatments.

13.3.3.8 Cleaning Work Site

- At no time shall dirt, mud, or loose material be tracked or allowed to wash into roadway, gutter, or storm drainage system. If this does occur, it shall be swept / shoveled up immediately.
- All excess material shall be removed from the project site at the end of the project and properly disposed of.
- All hardscapes shall be swept at the end of every work day or prior to a rain event.

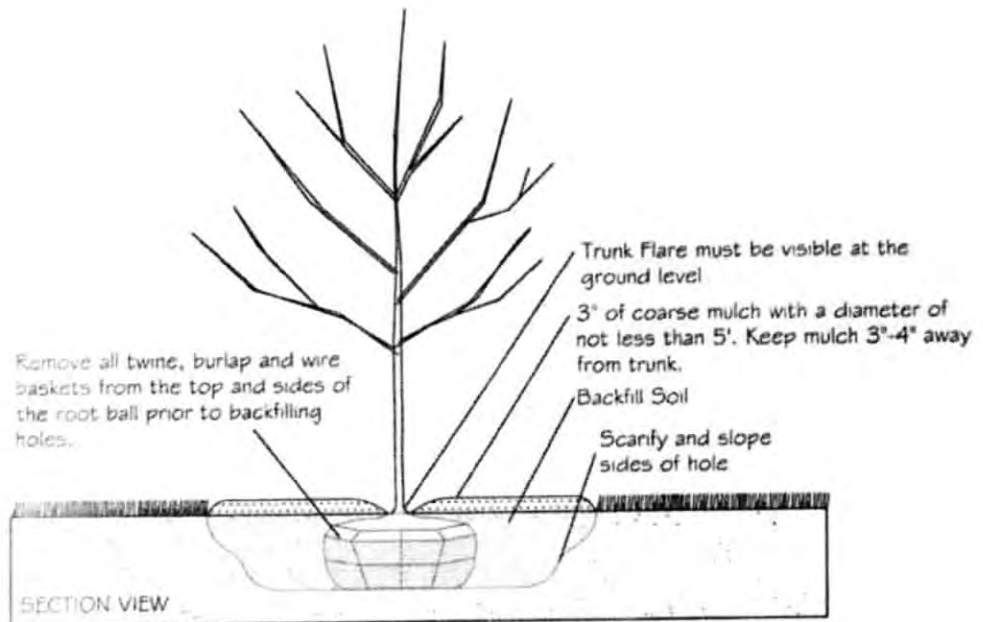
13.3.3.9 Final Inspection and Acceptance

- Request final inspection for acceptance within 3 days after completion of planting.
- If trees are found to be damaged or not planted to the specifications of this contract, the Contractor shall replant or replace the tree as needed to meet the requirements of this contract.

13.3.3.10 Warranty Inspection

- LFUCG shall perform a warranty inspection prior to the end of the one-year warranty. Any dead, damaged, or diseased trees shall be replaced by the Contractor at no cost to LFUCG per these specifications.

LFUCG Standard Planting
Detail for Trees and Shrubs



The smallest diameter of the planting hole for trees and shrubs shall be a minimum of 2 times the diameter of the soil ball. Position the root ball firmly in the bottom of the planting hole. The hole should support the root ball on firm soil. Maintain the original ground level of the trees or 1" above existing grade maximum. Do not plant trees too deep.

Backfill holes with the excavated soil that was removed. Rock larger than 1" in diameter and all foreign debris must be removed from the site and shall not be included as part of the backfill. Thoroughly water backfill when complete. All materials (i.e. trunk protectors, tags, wires, twine, etc.) shall be removed from the trunk and branches. A double layer of plastic window screen, loosely circling the trunk is acceptable for preventing sun scald.

The installer is responsible for ensuring that the planting hole will drain. A perk test is strongly encouraged.

14.0 REQUIRED SUBMITTAL

NOTICE TO BIDDERS:

Failure to provide all information requested herein may result in disqualification of bid. Questions on bidding should be directed to the Division of Central Purchasing. Submittal shall include following items:

- A statement, on company letterhead, stating that the Bidder's primary business is that of a tree service or landscaping company or similar field, and that the Bidder has been actively engaged in providing this service for a minimum of three (3) years. Provide brief description of company and work performed.

Include in the statement which of the four areas of work the submittal is for:

- (a) Tree Removal, and/or
- (b) Tree Pruning and Maintenance, and/or
- (c) Tree Planting, and/or
- (d) Other Services (e.g., inventory, pest and disease management, risk assessments).

A bidder may choose to submit for any or all work areas. LFUCG reserves the right to select bidders for different work areas depending upon their qualifications.

- Provide a list of at least three (3) references for jobs performed in the past year that are similar in scope to the work required under this contract. Include the names and telephone numbers of a contact person for each reference. Include a description of each job, including materials supplied, services performed, and total project cost. Photos are optional but encouraged.
- Provide a list of key staff proposed to work on this contract (including sub-consultants). Include the professional recognitions, memberships, and specific certifications (individuals or corporate) from related accreditation organizations; such as, but not limited to,
 - College/University Degrees,
 - American Society of Consulting Arborists,
 - Pesticide Applicator's Licenses,
 - Kentucky Nursery and Landscape Association,
 - International Society of Arboriculture,
 - National Association of Landscape Professionals,
 - Professional Grounds Management Society, or
 - Tree Care Industry Association.

For memberships, associations, and certifications (individuals and corporate) list only those that are currently active.

Be sure to denote all employees who are ISA Certified Arborists and all employees who hold the Tree Risk Assessor Qualification and provide documentation of their status (e.g., copy of card, number).

List all employees who the company requests for designation as SITE SUPERVISORS for purposes of this contract. Be sure to provide detail of their experience, qualifications, certifications, etc.

Provide evidence of a valid business license in Fayette County and registered contractor status with the LFUCG Division of Building Inspection.

Contractors should also ensure they are current with the LFUCG Division of Revenue (i.e., do not owe taxes, fees, fines, etc.) prior to submitting.

- Provide completed Evidence of Insurability form for Liability and Auto Insurance and Statutory Workman's Compensation Insurance.
- Fill out the following UNIT PRICE SHEET table and attach to the submittal.

Johns

Chuck
25415
BB
1 1/2 Woodchuck
Cert.
—

PRICING

COMPANY NAME: Woodchuck Holding, LLC DBA Big Beaver Tree Service

- % Mark up on Materials (percentage) 15 %
- Unit Pricing

Do not leave blanks. Mark with "No Bid" if applicable.

Hourly rates shall include the cost of furnishing of all labor, equipment, non-material supplies, services, overhead, taxes (federal, state, local), insurance, incidentals, and profit for the contract.

Bid Item		Straight Time		Over Time	
		Unit	Bid	Unit	Bid
1	Bucket Truck with Operator	Per ST hour	\$ 250.00	Per OT hour	\$ 375.00
2	Knuckleboom with Operator	Per ST hour	\$ 250.00	Per OT hour	\$ 375.00
3	Chipper with Operator	Per ST hour	\$ 150.00	Per OT hour	\$ 225.00
4	Stump Grinder with Operator	Per ST hour	\$ 150.00	Per OT hour	\$ 225.00
5	Dump Truck for Hauling w/ Operator	Per ST hour	\$ 150.00	Per OT hour	\$ 225.00
6	Pickup Truck for Hauling w/ Operator	Per ST hour	\$ 125.00	Per OT hour	\$ 187.50
7	Approved Site Supervisor	Per ST hour	\$ 90.00	Per OT hour	\$ 135.00
8	ISA Certified Arborist	Per ST hour	\$ 90.00	Per OT hour	\$ 135.00
9	ISA Qualified Tree Risk Assessor	Per ST hour	\$ 90.00	Per OT hour	\$ 135.00
10	Tree Crew Member	Per ST hour	\$ 75.00	Per OT hour	\$ 112.50
11	Traffic Control Flagger	Per ST hour	\$ 50.00	Per OT hour	\$ 75.00
12	Manual Labor	Per ST hour	\$ 75.00	Per OT hour	\$ 112.50
13	Tree Inventory Crew Member	Per ST hour	\$ 90.00	Per OT hour	\$ 135.00

Note: If an employee serves a dual role (e.g., an ISA Certified Arborist operating a bucket truck), the higher rate will apply on hourly rate work.

Woodchuck Holdings, LLC DBA Big Beaver Tree Service

330 Lisle Industrial Ave.
Lexington, KY 40511
859-388-9422

Woodchuck Holdings LLC purchased Big Beaver Tree service in May of 2021.
We kept the name and retained most of the staff from Big Beaver Tree service.

The primary business is as follows:

Tree removal and Stump grinding

Tree Pruning and Maintenance

- Pruning for health and structure
- Cabling and bracing as needed
- Supersonic air knife excavation

Tree Planting

Plant Health Care

- Fertilizing trees to provide nutrient needed for health and vigor
- Diagnosis and treatment for diseases and insect pest
- Spraying and systemic injections

Although Woodchuck Holdings LLC has owned Big Beaver Tree Service for less than 3 years, the same management and staff have been engaged in our primary business for over 40 years.

Woodchuck Holdings, LLC DBA Big Beaver Tree Service

330 Lisle Industrial Ave.
Lexington, KY 40511
859-388-9422

2. References

- A. Spendthrift Farm, 884 Ironworks Pike, Lexington KY 40511
 - Pruned and removed trees and stumps, injected 13 ash trees with Tree-age (Emamectin benzoate) throughout the horse farm and property
 - o Project Cost: 58,839.54
- B. LFUCG, 200 East Main St, Lexington KY 40507
 - Removed trees on Tates Creek at Old Mt. Tabor.
 - o Project Cost: 3,200
 - Removed trees for clearance in West Wind and Homeplace. Removed hazardous street trees and plant trees back as part of the cost share program
 - o Project Cost: 22,590
 - Removed trees on Sunflower
 - o Project Cost: 4,900
- C. LFUCG Parks and Recreation, 469 Parkway Dr., Lexington Ky 40504
Contact: Robbin Moore at 859-457-4683
 - Emergency Work on Picadome Golf- Removed storm damaged tree from neighbors drive and hazardous split tree on #6 tee
 - o Project Cost: 3,900
 - Removed dangerous split maple tree right on 11 gree at Picodome Golf Course
 - o Project Cost: 3,500
 - Emergency Work- Removed hazardous tree on #10 at Picadome Golf Course
 - o Project Cost: 1,900
- D. Ball Homes, PO BOX 12950, Lexington Ky 40583
Contact: Dr. Tom Kimmerer
 - 2019-2022: Created Tree Protection Zones for venerable trees at Peninsula Development and Old Schoolhouse Lane. Provided pruning, air knife work, mulching, lightening protection
 - Project Cost: 23,923

E. Lexington Housing Authority, 300 W. New Circle Rd, Lexington Ky 40505. Contact: Thomas Smith at 85-281-5095

- Tree Pruning and removal of Various Projects.
 - o Hope VI, Phase 1-5 Project cost 81,000
 - o Hartsbrook and Hillrise Project cost 51,000
 - o Centre Parkway (honeysuckle removal) Project cost 13,500
 - o 12th street Project cost 4,800

F. Overbrook Farm, PO Box 1110, Lexington Ky 40588

Contact: Paul at 859-913-0814

- Tree pruning and removal of trees and stumps
 - o Project Cost: 6,572
- Prune and remove trees and stumps
 - o Project Cost: 2,671
- Removed storm damaged trees
 - o Project Cost: 5,936

G. Fayette County Public Schools, PO BOX 55490, Lexington KY 40555

- Removal of 4 hazardous dying oak trees and stumps at Paul Laurence Dunbar
 - o Project Cost: 4,800
- Prune 10 oak trees overhanging parking lot and sidewalks at Henry Clay High School
 - o Project Cost: 1,800
- Remove trees and stumps at Bryan Station High School, Treatment for scale insects
 - o Project Cost: 1,500

Woodchuck Holdings, LLC DBA Big Beaver Tree Service

330 Lisle Industrial Ave.
Lexington, KY 40511
859 388 9122

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 - o Project Cost: 1,500

BIG BEAVER EMPLOYEE SHEET

EMPLOYEE	Time at Big Beaver	Years in Tree service	Training/Certifications
Arnett, Wes	May-22	13 yrs	Crane Safety, IHAP, CPR, Aid & Rescue, TCIA, Chain Saw Safety, Climbing & Rigging
Barnett, Billy	May-21	25 years	Pesticides 12390-52486 Crane Safety, IHAP, CPR, Aid & Rescue, TCIA, Chain Saw Safety, Climbing & Rigging
Brackett, Chuck	May-21	34 years	Crane Safety, IHAP, CPR, Aid & Rescue, TCIA, Chain Saw Safety, Climbing & Rigging
Brumett, Russell	January-22	3 years	
Castro, David Ruiz	May-21	10 years	Crane Safety, IHAP, CPR, Aid & Rescue, TCIA, Chain Saw Safety, Climbing & Rigging
Cisneros, Modesto	October-22	22 years	
Hoffman, Ian	May-21	47 years	Safety, Climbing & Rigging, ISA Municipal Specialist, CPL, Licensed Pesticide Application
Jones, Alex	June-22	6 months	
Mendoza, Mauricio	May-21	4 years	Crane Safety, IHAP, CPR, Aid & Rescue, TCIA, Chain Saw Safety, Climbing & Rigging
Pickett, Devin	October-21	2 years	Pesticide, CPR
Ruiz, Oscar	May-21	7 Years	Crane Safety, IHAP, CPR, Aid & Rescue, TCIA, Chain Saw Safety, Climbing & Rigging
Ruiz, Ricardo	April-22	7 Years	
Saylor, John	September-21	23 Years	Crane Safety, IHAP, CPR, Aid & Rescue, TCIA, Chain Saw Safety, Climbing & Rigging, ISA Municipal Specialist, CPL, Licensed Pesticide Application
Taylor, Bobby	June-22	3 years	
Woosley, Nash	August-22	3 months	

Woodchuck Holdings, LLC DBA Big Beaver Tree Service

330 Lisle Industrial Ave.
Lexington, KY 40511
859 388 9122

Ian Hoffman

EDUCATION

A.S – University of Kentucky
Major - Forestry

1975

WORK EXPERIENCE

Woodchuck Holdings, LLC
DBA Big Beaver Tree Service
Supervisor

2021-Present

Big Beaver Tree Service
Owner/Operator

1978-2021

Aspen Tree Company
Arborist

1977-1978

Louisville-Jefferson Co., Division of Forestry
Arborist

1975-1977

CERTIFICATIONS/TRAINING

ISA Certification Arborist – KY-0109A
In 1st Group of Certified Arborists in Kentucky
ISA Tree Risk Assessor Qualification
Founder of Lexington Arboretum
Member of International Society of Arbor Culture
Member of KY Arborist Assoc and previous board member
LFUCG Tree Board member and previous Chairman
Board member of Central KY Ornamental & Tree Association
Licensed Pesticide Application – Ky Dept of Agriculture 6322

Woodchuck Holdings, LLC DBA Big Beaver Tree Service

330 Lisle Industrial Ave.
Lexington, KY 40511
859 388 9122

John Saylor

EDUCATION

M.S.-Oregon State University Major- Urban Forestry	2017
B.S. University of Kentucky Major-Forestry, Minor-Agriculture	2000
A.S. Lexington Community College Major- Environmental Science	2000

WORK EXPERIENCE

Woodchuck Holdings, LLC DBA Big Beaver Tree Service Supervisor	2021-Present
LFUCG – Division of Environmental Policy Program Manager Senior	2007-2021
Brother's Keeper Owner/Certified Arborist KY-0382	2002-2006
Dave Leonard Consulting Arborist Arborist/Foreman	1999-2002

CERTIFICATIONS/TRAINING

ISA Certification Arborist/Municipal Specialist- KY-0382AM
Municipal Forestry Institute 2011
ISA Tree Risk Assessor Qualification
40 HR OSHA hazardous material training
Mauget Inject-a-cide License/Certification
ArborMaster Training Climbing Skills Module
First Aid/CPR Training
Bobcat Skid Steer Training

Woodchuck Holdings, LLC DBA Big Beaver Tree Service

330 Lisle Industrial Ave.
Lexington, KY 40511
859 388 9122

Charles Brackett

WORK EXPERIENCE

Woodchuck Holdings, LLC DBA Big Beaver Tree Service Supervisor	2021-Present
Big Beaver Tree Service Supervisor/Arborist	1987-2021

CERTIFICATIONS/TRAINING

ISA Certification Arborist – KY-0867A
Member of the International Society of Arbor Culture
Member of Kentucky Arborist Association
Licensed Pesticide Application – Ky Dept of Agriculture 23273



LEXINGTON

**Division of Revenue
200 East Main Street
Lexington, KY 40507**

Customer ID: 15072175

Location No: 1

Date: November 9, 2022

BUSINESS OCCUPATIONAL LICENSE

Is issued for the period:

2022

**WOOD CHUCK HOLDING LLC
DBA: BIG BEAVER TREE SERVICE**

330 LISLE INDUSTRIAL AVE

LEXINGTON KY 40511

This license is issued pursuant to Section 13-5 and 13-9, of the Code of Ordinance, Lexington-Fayette Urban County Government (the "Code") and shall not be taken as permission to do business in Fayette County without also having complied with all other requirements of the Code and other local ordinances and regulations. **This license is not transferable, and must be renewed annually with Form 228, Net Profits License Fee Return, due April 15th or the 15th day of the 4th month following the close of the licensee's fiscal year.**

EVIDENCE OF INSURABILITY
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PROJECT
 (Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: Woodchuck Holding LLC DBA Big Beaver Tree Service

Employee ID: _____

Address: 330 Lisle Industrial Ave

Phone: 859-388-9422

Lexington Ky 40511

Project to be insured: 136-2022 Road, Land and Stream Cleanup

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's	
				Code	Rating
CGL	\$1,000,000/per occ. \$2,000,000 aggregate	\$ 1,000,000/per occ. \$2,000,000 aggregate	Westfield Insurance Co	24112	
AUTO	\$1,000,000/per occ.	\$ 1,000,000/per occ.	Westfield Insurance Co	24112	
WC	Statutory w/endorsement for Employer's Liability for \$500,000/ per occ.	\$ 4,000,000 per occ	Kentucky Associated General Contractors AGC	22871	
Excess	\$3,000,000/per occ.	2,000,000/per occ.	Westfield Insurance Co	24112	

The Risk Management Provisions Insurance and Indemnification required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Agency or Brokerage Energy Ins. Agency, Inc.
 Street Address 3008 Atkinson Avenue
 City Lexington State KY Zip 40509
 Telephone Number _____

Name of Authorized Representative Erna L. Everman, AU
 Title Sr. Commercial Account Manager
 Authorized Signature Erna L. Everman, AU
 Date 11/08/22

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THIS FORM FOR ALL COVERAGE'S LISTED ABOVE IS NOT PROVIDED.



WOODHOL-01

EEVERMAN

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 7/19/2021

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

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

PRODUCER Energy Insurance Agency, Inc. P O Box 55268 Lexington, KY 40555	CONTACT NAME: PHONE (A/C, No, Ext): (859) 273-1549 FAX (A/C, No): (859) 272-0075 E-MAIL ADDRESS: eia@energyinsagency.com
INSURER(S) AFFORDING COVERAGE	
INSURED Woodchuck Holdings LLC dba Big Beaver Tree Service 330 Lisle Industrial Ave Lexington, KY 40511	INSURER A : Westfield Insurance Co NAIC # 24112 INSURER B : Kentucky Associated General Contractors (AGC) INSURER C : 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	X		CWP147990W	5/3/2022	5/3/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> Bikt Add Insured						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Bikt Waiver of Subro						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							PRODUCTS - COMPI/OP AGG \$ 2,000,000
OTHER:							EBL DED \$ 1,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			CWP147990W	5/3/2022	5/3/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			CWP147990W	5/3/2022	5/3/2023	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	22871	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 4,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 4,000,000
							E.L. DISEASE - POLICY LIMIT \$ 4,000,000

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

Certificate Holder is listed below as additional insured on the general liability policy.

CERTIFICATE HOLDER LFUCG 200 E. Main St. Lexington Ky 40507	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
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