



*A Division of The Davey Tree Expert Company*

Corporate Headquarters

1500 North Mantua Street

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Kent, Ohio 44240-5193

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Toll Free 1.800.828.8312

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November 13, 2018

Lexington-Fayette Urban County Government  
Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, Kentucky 40507

*RE: INVITATION TO BID No. 139-2018 Arboricultural Services*

To the LFUCG Bid Review Committee:

With great enthusiasm, Davey Resource Group, Inc. "DRG" is pleased to submit our qualifications and fees for the Lexington-Fayette Urban County Government's Invitation to Bid (ITB) No. 139-2018 Arboricultural Services.

For the past 25 years, we have provided arborist services to hundreds of municipalities throughout the United States. DRG is qualified and interested in working with the Lexington-Fayette Urban County (LFUCG) Government to accomplish some of the services sought after in the county's ITB. Specifically, DRG is bidding on "Other Services", such as tree inventory, tree risk assessment, planning, arborist oversight, etc. DRG will partner with Dave Leonard Tree Specialists to accomplish the assigned scope of work. The DRG/Dave Leonard team ensures that LFUCG will receive quality work as well as a cost-effective approach to performance of that work.

DRG's primary business is that of a tree service and natural resource consulting, including urban forestry. Dave Leonard Tree Specialist's primary business is also that of a tree service. Once awarded the contract, DRG will obtain a business license in Fayette County and register, if needed, for contractor status with the LFUCG Division of Building Inspection. At the time of this response we are a registered vendor with LFUCG. Additionally, we are declaring self-insured status and have submitted our information to the LFUCG Department of Risk Management.

DRG's administration point of contact for this proposal is: Shirley Vaughn, 330-630-8274, shirley.vaughn@davey.com. Thank you for your consideration. Required information for our submittal is attached. If you have any questions, please contact me at 330-639-8274 or at shirley.vaughn@davey.com.

Sincerely,

Shirley Vaughn  
Business Developer



Proposal for:

## **INVITATION TO BID: #139-2018 Arboricultural Services**

Date: November 2018

Prepared for:

Lexington-Fayette Urban County Government  
Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, Kentucky 40507

Prepared by:

Shirley Vaughn, Business Developer  
Davey Resource Group, Inc.  
1500 North Mantua Street  
Kent, Ohio 44240  
C. 330.639.8274/TF. 800.828.8312



*"Innovations through Solutions and Expertise"*

## Introduction

Trees are an essential part of everyday life. The trees along streets, in parks, around playgrounds, and in backyards create an inviting environment in which one can live, work, and play. Trees enhance our quality of life by bringing natural elements and wildlife habitats into urban settings. Trees moderate temperatures, reduce air pollution and energy use, improve water quality, and provide benefits to our health and well-being. Additionally, tree care is a hallmark of civic pride.

Davey Resource Group, Inc. “DRG” has provided expert consulting to a wide variety of clients, including municipalities, parks, cemeteries, golf courses, utilities, and the private sector. We have inventoried and assessed well over 4 million trees while conducting more than 1,000 tree inventory projects. Our urban forestry consultants include International Society of Arboriculture (ISA) Certified Arborists, traditional foresters, Geographic Information Systems (GIS) analysts, urban planners, and biological and ecological scientists with knowledge, work experiences, and training to complete your project on time, for your budget, and beyond your expectations.

For the Lexington-Fayette Urban County Government (LFUCG) Arboricultural Services project work, DRG will partner with the Dave Leonard Tree Specialists who has decades of experience providing Lexington with tree care services as well as working throughout Central Kentucky.

## Innovations through Solutions and Expertise

DRG offers specialized consulting solutions and technical services for municipal, utility, and commercial clients. Established to nurture and protect natural resources, especially trees and urban forests in communities across North America, our regional offices and certified arborists are located near you, offering a range of professional arboriculture services, from GIS-based tree inventories to custom urban forest master plans.



## References

**Client: City of Indianapolis, Indiana**

**Contact: Paul Pinco**

**Phone: 317- 327-7210**

**E-mail: paul.pinco@indy.gov**

**Address: 1200 South Madison Avenue, Indianapolis, Indiana 46225**

DRG has provided urban forestry consulting services for the City of Indianapolis and has performed a street and park tree inventory throughout Marion County. The street tree inventory was a Level 2 basic assessment. The park tree inventory was a Level 1 limited visual assessment. Inventory data collection was performed using DRG's pen tablet computers and a combination of GIS and GPS technology. Approximately 227,000 trees, stumps, and vacant planting sites have been inventoried along the street right-of-way and approximately 40 parks have been inventoried. All park trees and street trees were evaluated for species, size, health, and risk to help the city prioritize its maintenance needs. All trees inventoried in parks were tagged, and each tree tag number was recorded as a data attribute. Inventory data were provided to the city in a geodatabase formatted especially for the city's GIS system. Other deliverables for the street tree inventory included interim inventory summary reports and budget tables for a priority work plan and upon completion inventorying all city-managed streets an i-Tree Streets database to illustrate the economic and environmental benefits the street trees provide the community and a street tree management plan.

Consulting foresters and certified arborists from DRG have provided assistance in implementing the city's risk mitigation program. The city has a backlog of high-priority tree work and an infestation of emerald ash borer. With guidance from the city, DRG has marked with paint trees scheduled for removal, updated select geographical sections of the inventory, and conducted citizen inspection requests. The inventory updates focus on the existence and/or health, risk, and size of trees. Updated inventory data were delivered in a geodatabase formatted especially for the city's GIS system.

**Client: Baltimore City, Maryland**

**Contact: Nathan Randolph**

**Phone: 410-396-6109**

**E-mail: nathan.randolph@baltimorecity.gov**

**Address: City Hall - Room 250, 100 N. Holliday Street, Baltimore, Maryland 21202**

DRG is currently performing a 2-phase street tree inventory for Baltimore City, Maryland with approximately 200,000 trees and planting sites being collected over a two-year period. Data collection was performed using DRG's pen tablet computers and a combination of GIS and GPS technology. Custom data fields were specified by the city, which DRG's urban foresters are collecting. For the inventory, ISA certified arborists are collecting data and our GIS department is making interim data deliveries per city specifications. Inventory data are also being provided to the city in Excel™ spreadsheet, Access™ database, and as ESRI® shapefile data, as well as in DRG's TreeKeeper® software.

**Client: University of Kentucky**

**Contact: Stacy Borden**

**Phone: 859-608-6706**

**E-mail: stacy.borden@uky.edu**

**Address: 1 Peterson Service Building, University of Kentucky, Lexington, Kentucky 40506**

Dave Leonard Tree Specialists has consulted with the University of Kentucky on many jobs including various construction projects, tree risk assessments, tree relocation, tree preservation, and soil remediation.

Each project has had a different contact person or liaison. The most recent project has been saving trees near Engineering Building on campus.

**Client: Kentucky Farm Bureau Insurance**

**Contact: Susan Enerlich**

**Phone: 859-624-0487**

**E-mail: susan.enerlich@kyfb.com**

**Address: Richmond Claims Office, 1765 Vendor Way, Lexington, Kentucky 40509**

Dave Leonard Tree Specialists has consulted on insurance claims for several different Kentucky Farm Bureau offices across the state. He has assessed damage to trees, compiling appraisal of their value. The most recent case was a claim in Richmond, Kentucky involving tree damage from cattle. He examined the trees in question and determined an accurate assessment of the damages.

**Client: Lexington Fayette Urban County Government**

**Contact: Heather Wilson**

**Phone: 859-270-9694**

**E-mail: hwilson@lexingtonky.gov**

**Address: City Arborist, Division of Urban Forestry, Lexington, Kentucky 40508**

Dave Leonard Tree Specialists has contracted for a number of projects for LFUCG. These include: tree pruning for street clearance, significant tree inventory for sewer line replacement, tree appraisals for tree removals, and providing quality landscape trees for planting. The most recent contract has been for the significant tree inventory conducted by Nick Tomlin.

**James Rocke** is a site manager with DRG. Mr. Rocke specializes in urban forestry projects for federal and state agencies, municipalities, arboretums, universities, and cemeteries. As an urban forester, Mr. Rocke has managed street tree inventories across the Midwest, encompassing a wide range of species and ecological regions. He has completed projects involving utility line surveying, post wildfire assessments, and wetland restoration. Mr. Rocke has acquired a vast knowledge of GIS-based data collection and GPS technology, pen-tablet computer use for data collection, ArcPad program utilization, tree identification, and tree risk assessment. Mr. Rocke has an educational background in traditional forestry practices such as stand assessment, timber grading, understory regrowth potential, and site evaluation.

He is an International Society of Arboriculture (ISA) Certified Arborist (KY-9842A) and also has an ISA Tree Risk Assessment Qualification (TRAQ). He has successfully completed the Occupational Safety and Health Administration (OSHA) 30-Hour Construction Outreach Training course.

Mr. Rocke has a bachelor's degree in forestry from the University of Kentucky.

**Dave Stewart** is an inventory arborist with DRG. Dave has four years of experience in the natural resources field and is a ground surveyor for the Asian Longhorned Beetle Eradication program in Bethel, Ohio and in Worcester, Massachusetts. Dave has also worked on the Duke Energy Transformer Retrofit Project in Indiana, Ohio, and Kentucky and on the Potomac-Edison Underground Utilities Audit in Maryland and West Virginia. Furthermore, Dave worked on the storm damage assessment in Toronto, Ontario, the CEMA Project in the Bay Area of California, as well as the Urban Forestry tree inventory of Baltimore, Maryland. Prior to joining DRG, Dave worked for Blue Sky Lawn and Landscape in Cincinnati, where he provided general grounds maintenance for private residences and local industry.

Mr. Stewart is an International Society of Arboriculture (ISA) Certified Arborist (OH-6654A).

He has an associate's degree in forest management from Hocking College.

## Consulting Arborist and Site Supervisor

**Dave Leonard** is one of the country's leading authorities in the arboriculture profession. He has been promoting tree health care in Lexington, Kentucky for 39 years. As an active member of the International Society of Arboriculture (ISA) for 34 years, Dave served on ISA's Board of Directors for 18 years. He has also served as both President and Executive Director of ISA's Kentucky Chapter and has been a member of its Board of Directors for 25 years. Dave was part of the team of 10 of the world's best arborists that composed the ISA Arborist Certification exam and the Board Certified Master Arborist exam. He is a member of the American Society of Consulting Arborists, Tree Care Industry Association, and Kentucky Urban Forest Council, and serves on the Board of Directors for Central Kentucky Ornamental & Turf Association.

Dave earned a forestry degree from the University of Kentucky in 1974. He became a registered member of the American Society of Consulting Arborists in 1993.

## Limited Warranty

The Davey Tree Expert Company, its divisions, agents, representatives, operations, and subsidiaries (collectively “Davey”) provides this Limited Warranty as a condition of providing the services outlined in the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the “Services”).

Davey provides the Services utilizing applicable standard industry practices and based on the facts and conditions known at the point in time the Services are performed. Facts and conditions related to the subject of the Services may change over time. Davey cannot predict or determine developments concerning the subject of the Services and will not be liable for any developments, changes, or conditions that occur, including, but not limited to, decay or damage by the elements, persons or implements, insect infestation, deterioration, conditions not discoverable using the means and methods used to perform the Services, or acts of God or nature or otherwise. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis. Davey will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that items will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

Davey may have reviewed publicly available or other third-party records or conducted interviews, and has assumed the genuineness of such documents and statements. Davey disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any information obtained from any third-party or publicly available source.

To the extent permitted by law, Davey does not make and expressly disclaims any warranties or representations of any kind, express or implied, with respect to completeness, accuracy, or current nature of the information contained in the Services or the reports or findings resulting therefrom beyond that expressly contracted for by Davey in the agreements between the parties, including but not limited to, performing diagnosis or identifying hazards or conditions not within the scope of the Services or not readily discoverable using applicable standard industry practices. Davey disclaims any warranty of fitness for any particular purpose. Davey’s warranty is limited to one year from the date Services are performed. Davey’s liability for any claim, damage, or loss, whether direct, indirect, special, consequential, or otherwise, caused by or related to the Services shall be limited to the Services expressly contracted to be performed by Davey.





**LEXINGTON**

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: November 1, 2018

## INVITATION TO BID #139-2018 Arboricultural Services

**Bid Opening Date:** November 15, 2018

**Bid Opening Time:** 2:00 PM

**Address:** 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507

**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A

**Pre Bid Time:** N/A

**Address:** N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **11/15/2018**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping, handling and associated fees to the point of delivery located at: Various Locations, Lexington, KY

<input checked="" type="checkbox"/> Bid Specifications Met <b>Check One:</b> <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>		<b>Proposed Delivery:</b> <u>14</u> days after acceptance of bid.
<b>Procurement Card Usage</b> —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		

Submitted by: Davey Resource Group, Inc. \_\_\_\_\_

*Firm Name*

1500 North Mantua Street \_\_\_\_\_

*Address*

Kent, Ohio 44240 \_\_\_\_\_

*City, State & Zip*

**Bid must be signed:**  
(original signature)

  
\_\_\_\_\_  
**Signature of Authorized Company Representative – Title**

Brent R. Repenning, Executive Vice President \_\_\_\_\_

*Representative's Name (Typed or printed)*

800-828-8312 \_\_\_\_\_

*Area Code - Phone – Extension*

Fax # 330-673-0860 \_\_\_\_\_

*E-Mail Address:* brent.repenning@davey.com



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

**AFFIDAVIT**

Comes the Affiant, Brent R. Repenning, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Brent R. Repenning and he/she is the individual submitting the bid or is the authorized representative of Davey Resource Group, Inc. 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**

Ohio

**COUNTY OF**

Portage

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Brent R. Repenning on this the 9th day of November, 2018.

My Commission expires: May 13th 2023



ALEXANDRA KLUCZAROV  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Portage County  
My Comm. Exp. 5/13/2023

NOTARY PUBLIC, STATE AT LARGE

*Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.*

## **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](http://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.Green Seal.org](http://www.Green Seal.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   X                        No

## 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   
Brent R. Repenning  
Executive Vice President

Davey Resource Group, Inc.

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 Executive Vice President

Date: November 9, 2018

**PLEASE SEE ATTACHED**

**WORKFORCE ANALYSIS FORM**

Name of Organization: Davey Resource Group, Inc.

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																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>																	

Prepared by: Heather Micozzi

*(Name and Title)*

Date: 3 / 26 / 2018

*Revised 2015-Dec-15*

CO= 0653400  
 U= 0653400

**EQUAL EMPLOYMENT OPPORTUNITY  
 2017 EMPLOYER INFORMATION REPORT  
 CONSOLIDATED REPORT - TYPE 2**

**SECTION B - COMPANY IDENTIFICATION**

1. THE DAVEY TREE EXPERT COMPANY  
 1500 NORTH MANTUA STREET  
 KENT, OH 44240

**SECTION C - TEST FOR FILING REQUIREMENT**

2.a. THE DAVEY TREE EXPERT COMPANY  
 1500 NORTH MANTUA STREET  
 KENT, OH 44240  
 PORTAGE COUNTY  
 c. Y

KENT, OH 44240

PORTAGE COUNTY

**SECTION E - ESTABLISHMENT INFORMATION**

**SECTION D - EMPLOYMENT DATA**

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	39	0	0	0	0	1	0	0	6	0	0	0	0	46
FIRST/MID OFFICIALS & MGRS	18	1	291	4	0	0	0	1	0	0	30	0	0	0	0	346
PROFESSIONALS	10	1	187	2	0	0	5	2	0	0	70	1	0	0	0	279
TECHNICIANS	76	10	747	46	3	23	6	6	11	5	206	5	0	11	0	1146
SALES WORKERS	6	0	238	0	0	2	1	1	0	0	10	0	0	1	0	258
ADMINISTRATIVE SUPPORT	1	25	143	3	0	0	1	0	2	15	285	15	0	2	0	488
CRAFT WORKERS	1144	18	2319	181	13	47	31	19	19	2	47	2	1	1	0	3822
OPERATIVES	35	0	121	4	1	1	1	4	4	0	16	0	0	2	0	185
LABORERS & HELPERS	90	3	239	34	1	0	4	6	6	1	6	1	0	0	0	384
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	1380	58	4324	274	18	79	47	42	42	24	676	24	3	18	3	6954
PREVIOUS REPORT TOTAL	1104	41	4326	234	16	68	49	118	118	24	582	24	5	11	18	6596

**SECTION F - REMARKS**

DATES OF PAYROLL PERIOD: 10/01/2017 THRU 10/07/2017

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: ANNA DAVIS  
 EEO-1 REPORT CONTACT PERSON: HEATHER MICOZZI  
 EMAIL: HEATHER.MICOZZI@DAVEY.COM

TITLE: Manager, Human Resources Admin  
 TITLE: Administrative Assistant  
 TELEPHONE NO: 3306739511

CERTIFIED DATE[EST]: 03/26/2018 11:47 AM



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** 139-2018 Arboricultural Services

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. NO QUALIFIED FIRMS AVAILABLE				
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.

Davey Resource Group, Inc.  
\_\_\_\_\_

**Company**

November 9, 2018  
\_\_\_\_\_

**Date**

Brent R. Repenning 

**Company Representative**

Executive Vice President  
\_\_\_\_\_

**Title**





# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

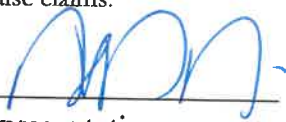
Bid/RFP/Quote Reference # 139-2018 Arboricultural Services

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. NO QUALIFIED FIRMS AVAILABLE				
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.

Davey Resource Group, Inc.  
\_\_\_\_\_  
Company

Brent R. Repenning   
\_\_\_\_\_  
Company Representative  
Executive Vice President  
\_\_\_\_\_  
Title

Date November 9, 2018



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 139-2018 Arboricultural Services


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. TO BE DETERMINED		Tree Risk Assessment by ISA Certified Arborist with TRAQ	Qualified vendors registered with LFUCG MWDBE programs	Dependent on scope of work assigned	10-65%
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.

Davey Resource Group, Inc.  
**Company**

November 9, 2018  
**Date**

Brent R. Repenning   
**Company Representative**  
Executive Vice President  
**Title**



**LEXINGTON**

**NO QUALIFIED FIRMS AVAILABLE**

**MWDBE QUOTE SUMMARY FORM**

**Bid/RFP/Quote Reference #** 139-2018 Arboricultural Services

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.

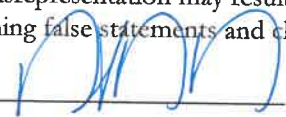
<b>Company Name</b>	<b>Contact Person</b>
<b>Address/Phone/Email</b>	<b>Bid Package / Bid Date</b>

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

(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.

Davey Resource Group, Inc.  
**Company**

Brent R. Repenning   
**Company Representative**

**Date:** November 9, 2018

Executive Vice President  
**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 #** 139-2018 Arboricultural Services

**Total Contract Amount Awarded to Prime Contractor for this Project** 100%

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b>	<b>To:</b>
<b>Company Name:</b> Davey Resource Group, Inc.	<b>Address:</b> 1500 North Mantua Street, Kent, Ohio 44240	
<b>Federal Tax ID:</b> 82-1948528	<b>Contact Person:</b> Shirley Vaughn, Business Developer	

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
NONE	ISA Certified Arborist with TRAQ	\$0	100%				

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.

Davey Resource Group, Inc.

**Company**

November 9, 2018

**Date**

Brent R. Repenning

**Company Representative**

Executive Vice President

**Title**

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 139-2018 Arboricultural Services

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.

\_\_\_\_\_ 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.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

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

\_\_\_\_\_ 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.

\_\_\_\_\_ 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.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

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

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

\_\_\_\_\_ 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.

\_\_\_\_\_ 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.

\_\_\_\_\_ 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.

\_\_\_\_\_ 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

\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

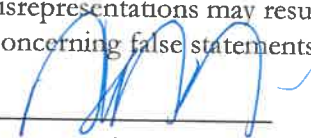
Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**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.

Davey Resource Group, Inc.  
\_\_\_\_\_  
**Company**

November 9, 2018  
\_\_\_\_\_  
**Date**

Brent R. Repenning  
  
\_\_\_\_\_  
**Company Representative**  
  
Executive Vice President  
\_\_\_\_\_  
**Title**

# PRICING

**COMPANY NAME:** Davey Resource Group, Inc.

• **% Mark up on Materials (percentage)** 10 %

• **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	\$ No bid	Per OT hour	\$ No bid
2	Knuckleboom with Operator	Per ST hour	\$ No bid	Per OT hour	\$ No bid
3	Chipper with Operator	Per ST hour	\$ No bid	Per OT hour	\$ No bid
4	Stump Grinder with Operator	Per ST hour	\$ No bid	Per OT hour	\$ No bid
5	Dump Truck for Hauling w/ Operator	Per ST hour	\$ No bid	Per OT hour	\$ No bid
6	Pickup Truck for Hauling w/ Operator	Per ST hour	\$ No bid	Per OT hour	\$ No bid
7	Approved Site Supervisor	Per ST hour	\$ 110.00	Per OT hour	\$ 165.00
8	ISA Certified Arborist	Per ST hour	\$ 95.00	Per OT hour	\$ 142.50
9	ISA Qualified Tree Risk Assessor *	Per ST hour	\$ 110.00	Per OT hour	\$ 165.00
10	Tree Crew Member	Per ST hour	\$ No bid	Per OT hour	\$ No bid
11	Traffic Control Flagger	Per ST hour	\$ 83.00	Per OT hour	\$ 124.50
12	Manual Labor	Per ST hour	\$ No bid	Per OT hour	\$ No bid
13	Tree Inventory Crew Member	Per ST hour	\$ 95.00	Per OT hour	\$ 142.50

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.

\* TRA Aerial Inspection with Two-Man Crew - \$220/hour; \$265/hour (OT)  
 Resistograph with Operator - \$132/hour; \$185/hour (OT)