

**CITY OF ANN ARBOR  
INVITATION TO BID**



**Parks Tree Care and Removal**

**ITB No. 4697**

**Due Date: November 30, 2021 by 2:00 PM (Local Time)**

**Parks and Public Space Maintenance Unit  
Community Services**

Issued By:

City of Ann Arbor  
Procurement Unit  
301 E. Huron Street  
Ann Arbor, MI 48104

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- City of Ann Arbor Prevailing Wage Declaration Form*
- City of Ann Arbor Living Wage Forms*
- City of Ann Arbor Vendor Conflict of Interest Disclosure Form*
- City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice*

TC-1

## NOTICE OF PRE-BID CONFERENCE

**A pre-bid conference for this project will be held on November 9, 2021 at 12:30pm** at William R. Wheeler Service Center, Conference Room A, 4251 Stone School Road, Ann Arbor, MI 48108. The City's COVID-19 safety protocols (masking, distancing, etc.) on this date will be followed for attendees of the pre-bid conference.

Attendance at this conference is highly recommended. Administrative and technical questions regarding this project will be answered at this time. The pre-bid conference is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in an addendum.

# INSTRUCTIONS TO BIDDERS

## General

Work to be done under this bid includes tree pruning, tree removal, stump grinding, emergency tree work and all related work as specified within the bid documents within City of Ann Arbors Parks and Natural Areas. The contract requires the removal of approximately seventy-five (75) trees, and their associated stumps and the pruning of approximately six hundred (600) trees at a variety of Park locations. Climbing may be required in some remote areas that equipment is not able to reach and in these instances spiked shoes/boots are prohibited as a part of this ITB.

Any Bid which does not conform fully to these instructions may be rejected.

## Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on the "Alternate" section of Bid form.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

## Questions or Clarifications / Designated City Contacts

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before **November 10, 2021 by 2:00pm (local time)** and should be addressed as follows:

Specification/Scope of Work questions emailed to [SSpooner@a2gov.org](mailto:SSpooner@a2gov.org)  
Bid Process and Compliance questions emailed to [cspencer@a2gov.org](mailto:cspencer@a2gov.org)

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Scott Spooner at [SSpooner@a2gov.org](mailto:SSpooner@a2gov.org) after discovery as soon as possible. Further, the contractor and/or service provide shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

## Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org) for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received; but the failure of a Bidder to receive, or acknowledge receipt of, any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

## Bid Submission

**All bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before November 30, 2024 by 2:00 PM (local time).** Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and two (2) Bid copies in a sealed envelope clearly marked: **ITB# 4697 - Parks Tree Care and Removal.**

### **Bids must be addressed and delivered to:**

City of Ann Arbor  
Procurement Unit,  
c/o Customer Services, 1<sup>st</sup> Floor  
301 East Huron Street  
Ann Arbor, MI 48104

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

**The following forms provided within this ITB Document should be included in submitted bids.**

- **City of Ann Arbor Prevailing Wage Declaration of Compliance**
- **City of Ann Arbor Living Wage Ordinance Declaration of Compliance**
- **Vendor Conflict of Interest Disclosure Form**
- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**

**Bids that fail to provide these forms listed above upon bid opening may be rejected as non-responsive and may not be considered for award.**

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is accessible to the public at all hours. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

## Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize



alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the Contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the bid forms. All key staff and subcontractors are subject to the approval by the City.

## Official Documents

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on [www.MITN.info](http://www.MITN.info) and obtain an official Bid. Bidders do not need to be shown on the plan holders list provided by MITN to be considered an official plan holder.

## Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of ninety (90) days

## Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-2, Article III of the Contract. If these time requirements cannot be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

## Liquidated Damages

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable ~~aspects of any of the~~ previously identified events ~~and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.~~

## Human Rights Information

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of

the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Section 5, beginning at page GC-2 shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

## Wage Requirements

Section 4, beginning at page GC-1, outlines the requirements for payment of prevailing wages and for payment of a "living wage" to employees providing service to the City under this contract. The successful bidder and its subcontractors must comply with all applicable requirements and provide proof of compliance.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. Use of the Sample Certified Payroll form provided in the Appendix section or a City-approved equivalent will be required along with wage rate interviews.

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. **The wage determination(s) current on the date ten (10) days before bids are due shall apply to this contract** The U.S. Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: [beta.SAM.gov](http://beta.SAM.gov).

For the purposes of this ITB the Construction Type of Heavy will apply.

## Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may be awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

## Major Subcontractors

The Bidder shall identify on Bid Form Section 4 each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor. The Bidder shall not change or replace a subcontractor without approval by the City.

## Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.



## Disclosures

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

## Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

*Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by any prospective bidder to initiate contact with anyone other than the Designated City Contacts provided herein that the bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.*

## Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

## Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

## Idle-free Ordinance

The City of Ann Arbor adopted an idling reduction Ordinance that went into effect July 1, 2017. The full text of the ordinance (including exemptions) can be found at: [www.a2gov.org/idlefree](http://www.a2gov.org/idlefree).

Under the ordinance, No Operator of a Commercial Vehicle shall cause or permit the Commercial Vehicle to Idle:

- (a) For any period of time while the Commercial Vehicle is unoccupied; or
- (b) For more than 5 minutes in any 60-minute period while the Commercial Vehicle is occupied.

In addition, generators and other internal combustion engines are covered

(1) Excluding Motor Vehicle engines, no internal combustion engine shall be operated except when it is providing power or electrical energy to equipment or a tool that is actively in use.

## Environmental Commitment

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health

and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

# INVITATION TO BID

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered \_\_, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for failure to adhere to completion times the non-quantifiable aspects of non-compliance and are in lieu of do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 22 DAY OF NOVEMBER, 2021.

THE DAVEY TREE EXPORT CO.  
Bidder's Name

  
Authorized Signature of Bidder

8250 HOWA DR CANTON MI 48187  
Official Address

Robert Paris  
(Print Name of Signer Above)

734 459 8690  
Telephone Number

robert.paris@davey.com  
Email Address for Award Notice

**LEGAL STATUS OF BIDDER**

(The Bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

\* A corporation organized and doing business under the laws of the State of -OHIO, for whom Robert A. Paris, bearing the office title of DISTRICT MANAGER, whose signature is affixed to this Bid, is authorized to execute contracts.

NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

• A limited liability company doing business under the laws of the State of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

\* A partnership, organized under the laws of the state of \_\_\_\_\_ and filed in the county of \_\_\_\_\_, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* An individual, whose signature with address, is affixed to this Bid:

(RAP)  
(initial here)

**Authorized Official**

[Signature] Date November 22, 2021

(Print) Name Robert A. Paris Title DISTRICT MANAGER

Company: THE DAVEY TREE EXPERT COMPANY

Address: 8250 RONDA DE CANTON, MI 48187

Contact Phone (734) 459 8690 Fax (734) 459 1873

Email robert.paris@davey.com



# BID FORM

## Section 1 – Schedule of Prices

Company: THE DAVEY TREE EXPERT CO.

Project: **Parks Tree Care and Removal**

### EMERGENCY/MISCELLANEOUS TREE WORK

**Unit Price Bid** – Unless specifically noted as being an extra charge, hourly charge for labor shall include the personal equipment used by the worker, including climbing gear, lines, saws, pruners, safety gear, etc. Hourly charges shall begin when work crew arrives on the site and employees are prepared for work. Charges shall not be "portal-to-portal." Down time from equipment failure will not be paid for by the City. All maintenance on equipment must be performed either before or after the work day.

Crew	Hourly Rate
Two (2) – member Plus aerial tower/bucket, chipper, saws, all equipment, traffic control devices, etc.	\$ 350. <sup>00</sup>
Two (2) – member Overtime Rate	\$ 425. <sup>00</sup>
Three (3) – member Plus aerial tower/bucket, dump truck, chipper, saws, all equipment, traffic control devices, etc.	\$ 525. <sup>00</sup>
Three (3) – member - Overtime Rate	\$ 637. <sup>50</sup>
Four (4) – member Plus aerial tower/bucket, dump truck, chipper, saws, all equipment, traffic control devices, etc.	\$ 700. <sup>00</sup>
Four (4) – member Overtime Rate	\$ 850. <sup>00</sup>

**MOWED PARKS NON-EMERGENCY TREE WORK**

**Unit Price Bid** – The unit cost of Tree Removal, Stump Removal, and Tree Pruning shall include amounts for labor and equipment, be "all inclusive" and include expenses for employee compensation, insurance, other benefits provided to the employees, including holiday and vacation pay, fuel, supplies and materials needed for operation of equipment assigned to the project.

**MOWED PARKS: Non-Emergency Tree Work**

Diameter Class	Tree Removal Cost Per Tree	Tree Pruning Cost Per Tree	Stump Removal Cost Per Tree
Up to 6" d.b.h.	\$ 250 <sup>00</sup>	\$ 150 <sup>00</sup>	\$ 125 <sup>00</sup>
6-10" d.b.h.	\$ 500 <sup>00</sup>	\$ 282 <sup>50</sup>	\$ 187 <sup>50</sup>
11-15" d.b.h.	\$ 1000 <sup>00</sup>	\$ 457 <sup>50</sup>	\$ 250 <sup>00</sup>
16-20" d.b.h.	\$ 1500 <sup>00</sup>	\$ 507 <sup>50</sup>	\$ 312 <sup>50</sup>
21-25" d.b.h.	\$ 1,750 <sup>00</sup>	\$ 632 <sup>50</sup>	\$ 375 <sup>00</sup>
26-30" d.b.h.	\$ 3,000 <sup>00</sup>	\$ 707 <sup>50</sup>	\$ 437 <sup>50</sup>
>31"	\$ 5,000 <sup>00</sup>	\$ 907 <sup>50</sup>	\$ 562 <sup>50</sup>

## NATURAL AREA PARKS NON-EMERGENCY TREE WORK

**Unit Price Bid** – The unit cost of Tree Removal, Stump Removal, Tree Pruning shall include amounts for labor and equipment, be "all inclusive" and include expenses for employee compensation, insurance, other benefits provided to the employees, including holiday and vacation pay, fuel, supplies and materials needed for operation of equipment assigned to the project.

Diameter Class	Tree Felling within designated Natural Areas Woody Debris left in place	Tree Felling within designated Natural Areas Woody Debris removed
Up to 6" d.b.h.	\$ 187 <sup>50</sup>	\$ 187 <sup>50</sup>
6-10" d.b.h.	\$ 250 <sup>00</sup>	\$ 281 <sup>25</sup>
11-15" d.b.h.	\$ 375 <sup>00</sup>	\$ 625 <sup>00</sup>
16-20" d.b.h.	\$ 437 <sup>50</sup>	\$ 875 <sup>00</sup>
21-25" d.b.h.	\$ 500 <sup>00</sup>	\$ 1,125 <sup>00</sup>
26-30" d.b.h.	\$ 593 <sup>75</sup>	\$ 1,875 <sup>00</sup>
>31"	\$ 750 <sup>00</sup>	\$ 3,750 <sup>00</sup>

# BID FORM

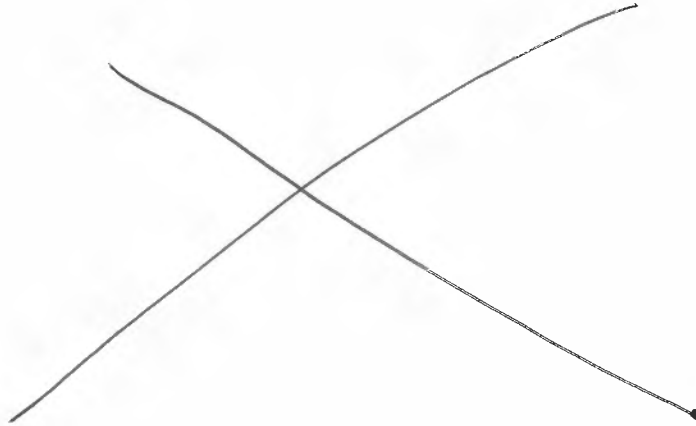
## Section 2 – Material, Equipment and Environmental Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder  Date 11/22/2021

# BID FORM

## Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.



If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder  Date 11/22/2021



# BID FORM

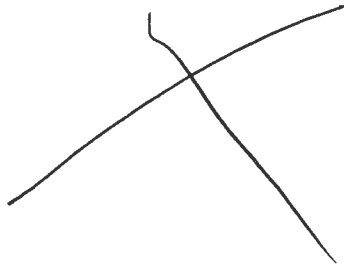
## Section 4 - Major Subcontractors

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
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If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder  Date 11/22/2021

# BID FORM

## Section 5 – References, Crew Qualifications and Equipment

REFERENCES: Include a minimum of three (3) references from similar projects completed within the past three (3) years.

1) CITY OF PLEASANT RIDGE \$300,000 ONGOING SINCE 2018  
Project Name Cost Date Constructed

JAMES BREUCKMAN 517 974 0373  
Contact Name Phone Number

2) CITY OF ROCHESTER \$200,000 ONGOING SINCE 2016  
Project Name Cost Date Constructed

KARL MAIER 248379 8845  
Contact Name Phone Number

3) GANDON CITY \$44,000/YR 2020 - 2021  
Project Name Cost Date Constructed

BRAD OHMAN 734 793 1805  
Contact Name Phone Number

CREW QUALIFICATIONS: List representative employees and their qualifications (including, International Society of Arboriculture credentials and CDL) that will be assigned to this work. Indicate individuals that are crew leaders and supervisors. Attach additional sheets, if necessary.

ED BENNETT (CDL A), BRYAN ALLEY, RON KELLON (CDL B),  
JOSH AFFHOUTA (CDL B), EDDIE BENNETT, WADE KAROS (CDL B)

Number of Employees on Tree Pruning Crew:

2 - 3 MAN CREWS

Equipment: List all equipment that will be available for use by the tree pruning crew. Attach additional sheets, if necessary.

2 ALTEC BUCKETS

2 CHIT DUMP TRUCKS

2 CHIPPERS

# BID FORM

## Section 6 – Contractor Information and Responsible Contractor Criteria

Backup documentation may be requested at the sole discretion of the City to validate all of the responses provided herein by bidders. False statements by bidders to any of the criteria provided herein will result in the bid being considered non-responsive and will not be considered for award.

Failure to provide responses to all questions may result in being deemed non-responsive.

Attach additional pages as needed if space below is insufficient.

Pursuant to Sec 1:312(20) of the City Code which sets forth requirements of a responsible bidder, Bidder is required to submit the following:

1. Organization Name: The Davey Tree Expert Co

Social Security or Federal Employer I.D. #: 34-0176110

Address: 8250 Ronda Dr

City: Canton State: MI Zip: 48187

Type of Organization (circle one below):

Individual      Partnership      Corporation      Joint Venture      Other

If "Other" please provide details on the organization:

\_\_\_\_\_

Year organization established: 1880

2. Current owners/principals/members/managing members/partners of the organization:

SEE ATTACHED "DIRECTORS AND OFFICERS"

3. Assumed Names, "doing business as" d/b/a, and/or former organization names(s), if applicable: N/A

Explanation of any business name changes:

\_\_\_\_\_



**THE DAVEY TREE EXPERT COMPANY**  
**1500 North Mantua Street**  
**Kent, OH 44240**

**Directors and Officers**  
**May 20, 2020**

**Board of Directors:**

Patrick M. Covey ..... Chairman, President and Chief Executive Officer  
Donald C. Brown ..... Retired Executive Vice President, Administration, FedEx Freight  
Alejandra Evans ..... Retired Senior Vice President, Risk Management, USI Insurance Services  
William J. Ginn ..... Retired Executive Vice President,  
Global Conservation Initiatives, The Nature Conservancy  
Douglas K. Hall ..... Retired President and CEO, MDA Federal, Inc.  
Sandra W. Harbrecht ..... President and CEO, Paul Werth Associates  
Catherine M. Kilbane ..... Retired Senior Vice President, The Sherwin-Williams Company  
Charles D. Stapleton ..... Retired Chief Operating Officer and Executive Vice President  
of Motorists Insurance Group  
Karl J. Warnke ..... Retired Chairman and Chief Executive Officer,  
The Davey Tree Expert Company

**Officers:**

Patrick M. Covey ..... Chairman, President and Chief Executive Officer  
Joseph R. Paul ..... Executive Vice President, Chief Financial Officer and Secretary  
James F. Stief ..... Executive Vice President, U.S. Residential Operations  
Brent R. Repenning ..... Executive Vice President,  
U.S. Utility and Davey Resource Group  
Dan A. Joy ..... Executive Vice President,  
Commercial Landscape Services and Operations Support Services  
James E. Doyle ..... Executive Vice President and General Manager,  
Davey Tree Expert Co. of Canada, Limited  
Gregory M. Ina ..... Executive Vice President,  
The Davey Institute and Employee Development  
Thea R. Sears ..... Vice President and Controller  
Christopher J. Bast ..... Vice President and Treasurer  
Erika J. Schoenberger ..... Vice President, General Counsel and Assistant Secretary



4. If applicable, please provide a list of all bidder's litigation and arbitrations currently pending and within the past five years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

5. Qualifications of management and supervisory personnel to be assigned by the bidder:

ISA CERTIFICATION, TCIA ACCREDITATION

6. List the state and local licenses and license numbers held by the bidder:

ISA CENT # MI-3878A

7. Will all subcontractors, employees and other individuals working on the construction project maintain current applicable licenses required by law for all licensed occupations and professions?

Yes

No

8. Will contractors, subcontractors, employees, and other individuals working on the construction project be misclassified by bidder as independent contractors in violation of state or federal law?

Yes

No

9. Submit a statement as to what percentage of your work force resides within the City of Ann Arbor, and what percentage resides in Washtenaw County, Michigan, and the same information for any major subcontractors.

0

10. Submit documentation as to bidder's employee pay rates (e.g., certified payroll without SSN or personal identifying information, or chart of job titles and pay rates, or other evidence). WILL PROVIDE UPON AWARDDING OF BID

11. State whether bidder provides health insurance, pension or other retirement benefits, paid leave (vacation, personal time, sick leave, etc.), or other benefits to its employees, and if so, state whether each benefit is provided directly to employees, by payments or contributions to a third-party administered plan, in cash (e.g., fringe benefit portion of prevailing wages), or other manner.

COMPANY PROVIDES HEALTH INSURANCE, 401K/ESOP, PAID LEAVE  
STOCK OWNERSHIP

12. State whether bidder is an equal opportunity employer and does not discriminate in its hiring on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation or gender identity, height, weight, or disability.

Yes

No

13. State whether bidder has Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses, and if so, submit supporting documentation or other evidence of such program(s).

SEE ATTACHED

14. Has bidder had any violations of state, federal, or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years?

Yes

No X

If you answered "yes" to the question above, for each violation provide an explanation of the nature of the violation, the agency involved, a violation or reference number, any other individual(s) or party(ies) involved, and the status or outcome and resolution.

15. Does bidder have an existing Fitness for Duty Program (drugs and alcohol testing) of each employee working on the proposed jobsite?

Yes X

No

If you answered "Yes", please submit documentation of the Fitness for Duty Program and what it entails. See Davey Alcohol and Drug Policies attached

16. Submit documents or evidence of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.

17. Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

The Company is an equal opportunity employer in accordance with applicable law, Company policy prohibits discrimination or retaliation against an applicant, employee or those providing services in the workplace pursuant to a contract, based on applicable legally protected characteristics or status such as: race, color, religion, creed, sex, gender, pregnancy (including childbirth, lactation and related medical conditions), age (as defined under applicable law), national origin or ancestry, physical or mental disability as defined by applicable law, genetic information including characteristics and testing, veteran or uniformed servicemember status or any other consideration protected by federal, state, province or applicable local laws. The Company's equal opportunity employment policy applies to persons employed by the Company, as well as applicants for positions at the Company, and customers of the Company, and prohibits unlawful discrimination by any employee, including supervisors and coworkers, agents, clients or vendors. Effective December 16, 2016 Page 5 In addition to the Company's Equal Employment Opportunity policy, the Company maintains Affirmative Action Programs in accordance with applicable laws and regulations. Questions, concerns or complaints regarding the Company's Equal Employment Opportunity Policy or Affirmative Action Programs should be referred to an employee's supervisor or the Human Resources Department. No retaliation will be taken against any employee for reporting a good faith complaint or concern under this policy. Appropriate disciplinary action, up to and including termination, will be taken against any employee who engages in conduct in violation of this policy. In addition to the provisions set forth above, please see the Davey Equal Employment Statement that is distributed annually to employees. Equal Employment information can also be accessed at [www.davey.com](http://www.davey.com), select Corporate Information and select Corporate Policies.

18. Does bidder have an on-going MIOSHA-approved safety-training program for employees to be used on the proposed job site?

Yes - X No

If bidder answered "yes" to the question above, submit documentation of your safety-training program.

19. Does bidder have evidence of worker's compensation Experience Modification Rating ("EMR")?

Yes X see attached No

EMR = 0.85

20. Will bidder use masters, journeypersons and apprentices on the project?

Yes No

If bidder answered "yes" to the question above, provide the ratio of masters and journeypersons to apprentices for this project.

Ratio: \_\_\_\_\_

If bidder answered "no" to the question above, submit documentation regarding the qualifications of each worker who may or will be assigned on the project.

WILL PROVIDE UPON ACCEPTANCE OF BID

If, yes, Ratio = \_\_\_\_\_

21. Can bidder provide documentation that it participates in a Registered Apprenticeship Program (RAP) that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

Yes No

If bidder answered "yes" to the question above, please submit a copy of the program document(s) and evidence of its registration.

If bidder answered "no" to the question above, please provide details on how you assess the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

SEE ATTACHED

22. Will bidder comply with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project?

Yes

No

23. Submit evidence that bidder has financial resources to start up and follow through on the project and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated B+ or better in the current A.M. Best Guide and qualified to do business within the State of Michigan, and the same audited financial information for any subcontractor estimated to be paid more than \$100,000 related to any portion of the project.

WILL PROVIDE UPON ACCEPTANCE OF BID

24. Submit evidence of a quality assurance program used by the bidder and the results of same on the bidder's previous projects.

WILL PROVIDE UPON ACCEPTANCE OF BID

"General Decision Number: MI20210074 11/12/2021

Superseded General Decision Number: MI20200074

State: Michigan

Construction Type: Heavy

County: Washtenaw County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	06/25/2021
2	08/13/2021
3	09/10/2021
4	10/01/2021
5	10/29/2021
6	11/12/2021

\* CARP0687-006 06/01/2021

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 35.16	29.22

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ELEC0252-009 06/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 48.48	27%+12.25

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ENGI0325-019 09/01/2021

POWER EQUIPMENT OPERATORS: Underground Construction (Including

Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.63	24.85
GROUP 2.....	\$ 32.90	24.85
GROUP 3.....	\$ 32.17	24.85
GROUP 4.....	\$ 31.60	24.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

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ENGI0326-008 06/01/2021

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 44.69	24.95
GROUP 2.....	\$ 43.19	24.95
GROUP 3.....	\$ 41.69	24.95
GROUP 4.....	\$ 41.39	24.95
GROUP 5.....	\$ 40.57	24.95
GROUP 6.....	\$ 39.71	24.95
GROUP 7.....	\$ 38.74	24.95
GROUP 8.....	\$ 37.03	24.95
GROUP 9.....	\$ 28.69	24.95

FOOTNOTES: Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom & jib or leads 400' or longer

GROUP 2: Crane with boom & jib or leads 300' or longer

GROUP 3: Crane with boom & jib or leads 220' or longer

GROUP 4: Crane with boom & jib or leads 140' or longer

GROUP 5: Crane with boom & jib or leads 120' or longer

GROUP 6: Regular crane operator

GROUP 7: Backhoe/Excavator, Bobcat/Skid Loader, Boring Machine, Broom/Sweeper, Bulldozer, Grader/Blade, Loader, Roller, Scraper, Tractor, Trencher

GROUP 8: Forklift



**CITY OF ANN ARBOR  
PREVAILING WAGE DECLARATION OF COMPLIANCE**

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall have been deemed a material breach of the terms of the contract and grounds for termination of same by the City.

THE DAVEY TREE EXPORT COMPANY  
Company Name

[Signature] 11/22/2021  
Signature of Authorized Representative Date

Robert Paris DISTRICT MANAGER  
Print Name and Title

8250 KENOA DR CANTON, MI 48187  
Address, City, State, Zip

734 459 8690 robert.paris@davey.com  
Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency, please check here  No. of employees\_*

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.05/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.66/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

**Check the applicable box below which applies to your workforce**

- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

THE DAWY TUBE EXPERT COMPANY  
Company Name

8250 RONDA DR  
Street Address

[Signature]  
Signature of Authorized Representative

11/22/2021  
Date

CANTON, MI 48187  
City, State, Zip

Robert Paris District Manager  
Print Name and Title

734 459 8690 robert.paris@dawey.com  
Phone/Email address



**Vendor Conflict of Interest Disclosure Form**

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
N/A	

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
<i>THE DAVEY TREE EXPERT COMPANY</i> <b>Vendor Name</b>	<i>734 459 8690</i> <b>Vendor Phone Number</b>	
 <b>Signature of Vendor Authorized Representative</b>	<i>11/22/2021</i> <b>Date</b>	<i>Robert Paris</i> <b>Printed Name of Vendor Authorized Representative</b>

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

**CITY OF ANN ARBOR  
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The "nondiscrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition, the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

THE DAVEY TREE EXPORT COMPANY  
Company Name

 11/22/2021  
Signature of Authorized Representative Date

Robert Paris DISTRICT MANAGER  
Print Name and Title

8250 NUNDA DR CAANTON, MI 48187  
Address, City, State, Zip

734 459 8690 robert.paris@davey.com  
Phone/Email Address

**Questions about the Notice or the City Administrative Policy, please contact:**  
Procurement Office of the City of Ann Arbor  
(734) 794-6500



## CHUBB GROUP OF INSURANCE COMPANIES

15 Mountain View Road  
P.O. Box 1615  
Warren, NJ 07061-1615

November 23, 2021

City of Ann Arbor  
Procurement Unit  
301 E. Huron Street  
Ann Arbor, MI 48104

**Re: The Davey Tree Expert Company – Invitation to Bid  
Parks Tree Care and Removal – ITB No. 4697**

To Whom It May Concern:

Federal Insurance Company, a corporation under the laws of the State of Indiana, with an office and place of business located at 202B Halls Mill Road, Whitehouse Station, NJ 08889, represents The Davey Tree Expert Company for surety bonding needs.

At the present time, The Davey Tree Expert Company is in a position to consider single projects up to \$7,000,000.00 within an aggregate limit of \$90,000,000.00. The statement of these values is neither a commitment nor a limitation of the bonding capacity of The Davey Tree Expert Company. At the request of The Davey Tree Expert Company, Federal Insurance Company will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between The Davey Tree Expert Company and Federal Insurance Company, and will be subject to Federal Insurance Company's standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms and financing. Federal Insurance Company assumes no liability to The Davey Tree Expert Company, third parties or to you if for any reason Federal Insurance Company does not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Teresa M. Cole", is written over a horizontal line.

Teresa M. Cole, Attorney-in-Fact  
Federal Insurance Company  
A.M. Best Rating A++  
Financial Size Category: XV





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Teresa M. Cole, Rachael Renea King, Alexandra Kluczarov, Emma Schoch and Rachel W. Slippy of Kent, Ohio

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in nature thereof (other than bail bonds), not to exceed Five Million and 00/100 Dollars (\$ 5,000,000.00), given or executed in the course of business on behalf of THE DAVEY TREE EXPERT COMPANY and all Subsidiaries alone or in joint venture as principal. And the execution of such bond or obligation by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 5th day of October, 2021.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon ss.

On this 5th day of October, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316585  
Commission Expires July 16, 2024

*Katherine J. Adelaar*  
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

*23rd, NOVEMBER, 2021*



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



**Department of Licensing and Regulatory Affairs**  
**Lansing, Michigan**

*This is to Certify That*

**THE DAVEY TREE EXPERT COMPANY**

*a(n) Ohio FOREIGN PROFIT CORPORATION.*

*was validly authorized on November 10 , 1920, to transact businesss in Michigan under the qualifying assumed name of*

**THE DAVEY TREE EXPERT COMPANY**

*This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business in this state any business set forth in its application which a domestic corporation formed under this act may lawfully conduct.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*



*Sent by electronic transmission*

Certificate Number: 21110564206

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 23rd day of November , 2021.*

*Linda Clegg, Director*

*Corporations, Securities & Commercial Licensing Bureau*





## WORKERS COMPENSATION EXPERIENCE RATING

**Risk Name:** THE DAVEY TREE EXPERT CO

**Risk ID:** 910609823

**Rating Effective Date:** 09/01/2021

**Production Date:** 06/08/2021

**State:** INTERSTATE

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.72		9,451,895	13,122,812	3,670,917	7,110,624	1,343,498	10,265,255	3,154,631

	Primary Losses	Stabilizing Value	Ratable Excess	Totals	
Actual	(I) 3,154,631	$C * (1 - A) + G$ 3,990,029	(A) * (F) 5,119,649	(J) 12,264,309	
Expected	(E) 3,670,917	$C * (1 - A) + G$ 3,990,029	(A) * (C) 6,805,364	(K) 14,466,310	
	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00	1.00		1.00	(J) / (K) .85

NOTICE - THIS EXPERIENCE MODIFICATION IS CALCULATED TO REFLECT THE WEIGHTED FORMULA IN COMPLIANCE WITH MAINE LAW H.P. 1397. RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.

THE TENNESSEE CODE ANNOTATED SECTION 50-6-501 REQUIRES EVERY PUBLIC OR PRIVATE EMPLOYER THAT IS SUBJECT TO THE WORKERS COMPENSATION STATUTE TO "ESTABLISH AND ADMINISTER A SAFETY COMMITTEE IN ACCORDANCE WITH RULES ADOPTED PURSUANT TO T.C.A. SECTION 50-6-502 IF THE EMPLOYER HAS AN EXPERIENCE MODIFICATION RATE EQUAL TO OR GREATER THAN 1.2."

ONE OR MORE CLAIM AMOUNTS HAVE BEEN REDUCED DUE TO EMPLOYER REIMBURSEMENTS AS PART OF A NET DEDUCTIBLE, EMPLOYER-PAID MEDICAL OR COMPENSATION REIMBURSEMENT PROGRAM IN THE FOLLOWING JURISDICTIONS: CO, GA, KS, MO

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## WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE DAVEY TREE EXPERT CO

Risk ID: 910609823

Rating Effective Date: 09/01/2020

Production Date: 05/04/2020

State: INTERSTATE

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.72		9,680,996	13,388,638	3,707,642	7,494,259	1,370,187	10,728,159	3,233,900

	Primary Losses	Stabilizing Value	Ratable Excess	Totals	
Actual	(I) 3,233,900	$C * (1 - A) + G$ 4,080,866	(A) * (F) 5,395,866	(J) 12,710,632	
Expected	(E) 3,707,642	$C * (1 - A) + G$ 4,080,866	(A) * (C) 6,970,317	(K) 14,758,825	
	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00	1.00		1.00	(J) / (K) .86

NOTICE - THIS EXPERIENCE MODIFICATION IS CALCULATED TO REFLECT THE WEIGHTED FORMULA IN COMPLIANCE WITH MAINE LAW H.P. 1397. RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

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ONE OR MORE CLAIM AMOUNTS HAVE BEEN REDUCED DUE TO EMPLOYER REIMBURSEMENTS AS PART OF A NET DEDUCTIBLE, EMPLOYER-PAID MEDICAL OR COMPENSATION REIMBURSEMENT PROGRAM IN THE FOLLOWING JURISDICTIONS: CO, GA, KS, MO

Carrier: 11509-004 Policy: MWC31404019

Eff-Date: 09-01-2019 Exp-Date: 09-01-2020

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## WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE DAVEY TREE EXPERT CO

Risk ID: 910609823

Rating Effective Date: 09/01/2019

Production Date: 06/20/2019

State: INTERSTATE

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.72		9,870,997	13,579,274	3,708,277	7,745,350	1,388,304	10,942,152	3,196,802

	Primary Losses	Stabilizing Value	Ratable Excess	Totals	
Actual	(I) 3,196,802	$C * (1 - A) + G$ 4,152,183	(A) * (F) 5,576,652	(J) 12,925,637	
Expected	(E) 3,708,277	$C * (1 - A) + G$ 4,152,183	(A) * (C) 7,107,118	(K) 14,967,578	
	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00	1.00		1.00	(J) / (K) .86

### REVISED RATING

NOTICE - THIS EXPERIENCE MODIFICATION IS CALCULATED TO REFLECT THE WEIGHTED FORMULA IN COMPLIANCE WITH MAINE LAW H.P. 1397. RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

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REVISED RATING TO INCLUDE UPDATED DATA FOR: AK, NE, POL. #: MWC31096200, EFF.: 09/01/2017

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## WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE DAVEY TREE EXPERT CO

Risk ID: 910609823

Rating Effective Date: 09/01/2018

Production Date: 02/21/2019

State: INTERSTATE

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.72		10,373,556	14,209,910	3,836,354	8,170,224	1,450,373	11,415,197	3,244,973

	Primary Losses	Stabilizing Value	Ratable Excess	Totals	
Actual	(I) 3,244,973	$C * (1 - A) + G$ 4,354,969	(A) * (F) 5,882,561	(J) 13,482,503	
Expected	(E) 3,836,354	$C * (1 - A) + G$ 4,354,969	(A) * (C) 7,468,960	(K) 15,660,283	
	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00	1.00		1.00	(J) / (K) .86

**REVISED RATING**

NOTICE - THIS EXPERIENCE MODIFICATION IS CALCULATED TO REFLECT THE WEIGHTED FORMULA IN COMPLIANCE WITH MAINE LAW H.P. 1397. RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

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REVISED RATING TO INCLUDE UPDATED DATA FOR: NY, POL. #: MWC30237200, EFF.: 09/01/2014

Carrier: 11509-004 Policy: MWC31404000

Eff-Date: 09-01-2018 Exp-Date: 09-01-2019

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## INVITATION TO BID

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warranties of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered \_\_, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for failure to adhere to completion times ~~the non-quantifiable aspects of non-compliance~~ and are in lieu of ~~do not cover~~ actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.


The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 22 DAY OF NOVEMBER, 2021.

THE DAVEY TREE EXPORT CO.  
Bidder's Name

  
Authorized Signature of Bidder

8250 ROWDA DR CANTON MI 48187  
Official Address

Robert Paris  
(Print Name of Signer Above)

734 459 8690  
Telephone Number

robert.paris@davey.com  
Email Address for Award Notice

**LEGAL STATUS OF BIDDER**

(The Bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

\* A corporation organized and doing business under the laws of the State of

OHIO, for whom Robert A. Paris, bearing the office title of DISTRICT MANAGER, whose signature is affixed to this Bid, is authorized to execute contracts.

NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

• A limited liability company doing business under the laws of the State of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

\* A partnership, organized under the laws of the state of \_\_\_\_\_ and filed in the county of \_\_\_\_\_, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* An individual, whose signature with address, is affixed to this Bid:

  
(initial here)

**Authorized Official**

 Date NOVEMBER 22, 2021

(Print) Name Robert A. Paris Title DISTRICT MANAGER

Company: THE DAVEY TREE EXPORT COMPANY

Address: 8250 LINDA DE CANTON, MI 48187

Contact Phone (734) 459 8690 Fax (734) 459 1873

Email robert.paris@davey.com



# BID FORM

## Section 1 – Schedule of Prices

Company: THE DAVEY TREE EXPERT CO.

Project: **Parks Tree Care and Removal**

### EMERGENCY/MISCELLANEOUS TREE WORK

**Unit Price Bid** – Unless specifically noted as being an extra charge, hourly charge for labor shall include the personal equipment used by the worker, including climbing gear, lines, saws, pruners, safety gear, etc. Hourly charges shall begin when work crew arrives on the site and employees are prepared for work. Charges shall not be "portal-to-portal." Down time from equipment failure will not be paid for by the City. All maintenance on equipment must be performed either before or after the work day.

Crew	Hourly Rate
Two (2) – member Plus aerial tower/bucket, chipper, saws, all equipment, traffic control devices, etc.	\$ 350.00
Two (2) – member Overtime Rate	\$ 425.00
Three (3) – member Plus aerial tower/bucket, dump truck, chipper, saws, all equipment, traffic control devices, etc.	\$ 525.00
Three (3) – member - Overtime Rate	\$ 637.50
Four (4) – member Plus aerial tower/bucket, dump truck, chipper, saws, all equipment, traffic control devices, etc.	\$ 700.00
Four (4) – member Overtime Rate	\$ 850.00

## MOWED PARKS NON-EMERGENCY TREE WORK

**Unit Price Bid** – The unit cost of Tree Removal, Stump Removal, and Tree Pruning shall include amounts for labor and equipment, be "all inclusive" and include expenses for employee compensation, insurance, other benefits provided to the employees, including holiday and vacation pay, fuel, supplies and materials needed for operation of equipment assigned to the project.

### MOWED PARKS: Non-Emergency Tree Work

Diameter Class	Tree Removal Cost Per Tree	Tree Pruning Cost Per Tree	Stump Removal Cost Per Tree
Up to 6" d.b.h.	\$ 250 <sup>00</sup>	\$ 150 <sup>00</sup>	\$ 125 <sup>00</sup>
6-10" d.b.h.	\$ 500 <sup>00</sup>	\$ 282 <sup>50</sup>	\$ 187 <sup>50</sup>
11-15" d.b.h.	\$ 1000 <sup>00</sup>	\$ 457 <sup>50</sup>	\$ 250 <sup>00</sup>
16-20" d.b.h.	\$ 1500 <sup>00</sup>	\$ 507 <sup>50</sup>	\$ 312 <sup>50</sup>
21-25" d.b.h.	\$ 1,750 <sup>00</sup>	\$ 632 <sup>50</sup>	\$ 375 <sup>00</sup>
26-30" d.b.h.	\$ 3,000 <sup>00</sup>	\$ 707 <sup>50</sup>	\$ 437 <sup>50</sup>
>31"	\$ 5,000 <sup>00</sup>	\$ 907 <sup>50</sup>	\$ 562 <sup>50</sup>

## NATURAL AREA PARKS NON-EMERGENCY TREE WORK

**Unit Price Bid** – The unit cost of Tree Removal, Stump Removal, Tree Pruning shall include amounts for labor and equipment, be "all inclusive" and include expenses for employee compensation, insurance, other benefits provided to the employees, including holiday and vacation pay, fuel, supplies and materials needed for operation of equipment assigned to the project.

Diameter Class	Tree Felling within designated Natural Areas Woody Debris left in place	Tree Felling within designated Natural Areas Woody Debris removed
Up to 6" d.b.h.	\$ 187 <sup>50</sup>	\$ 187 <sup>50</sup>
6-10" d.b.h.	\$ 250 <sup>00</sup>	\$ 281 <sup>25</sup>
11-15" d.b.h.	\$ 375 <sup>00</sup>	\$ 625 <sup>00</sup>
16-20" d.b.h.	\$ 437 <sup>50</sup>	\$ 875 <sup>00</sup>
21-25" d.b.h.	\$ 500 <sup>00</sup>	\$ 1,125 <sup>00</sup>
26-30" d.b.h.	\$ 593 <sup>75</sup>	\$ 1,875 <sup>00</sup>
>31"	\$ 750 <sup>00</sup>	\$ 3,750 <sup>00</sup>

# BID FORM

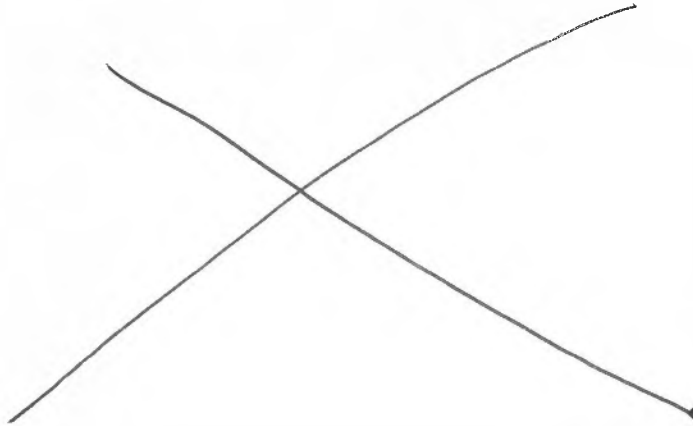
## Section 2 – Material, Equipment and Environmental Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
--------------------	--------------------	--------------------------



If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

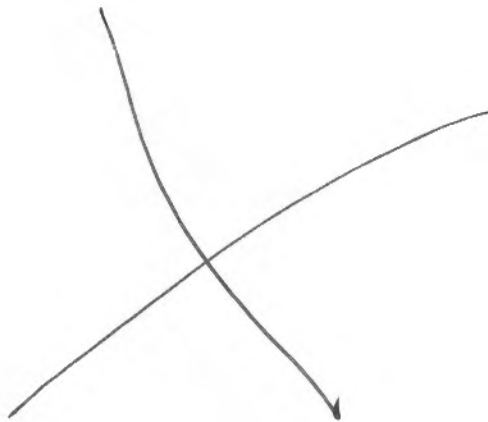
For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder  Date 11/22/2021

# BID FORM

## Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.



If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder  Date 11/22/2021

# BID FORM

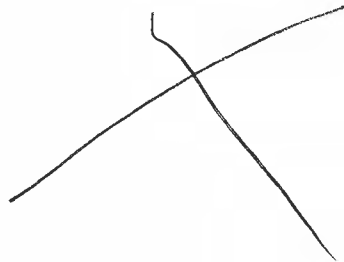
## Section 4 - Major Subcontractors

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
---	-------------	---------------



If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder  Date 11/22/2021

# BID FORM

## Section 5 – References, Crew Qualifications and Equipment

REFERENCES: Include a minimum of three (3) references from similar projects completed within the past three (3) years.

1) CITY OF PLEASANT RIDGE \$300,000 ONGOING SINCE 2018  
Project Name Cost Date Constructed

JAMES BREUCKMAN 517 974 0373  
Contact Name Phone Number

2) CITY OF ROCHESTER \$200,000 ONGOING SINCE 2016  
Project Name Cost Date Constructed

KARL MAIER 248 379 8845  
Contact Name Phone Number

3) GANDON CITY \$44,000/yr 2020 - 2021  
Project Name Cost Date Constructed

BRAD OHMAN 734 793 1805  
Contact Name Phone Number



CREW QUALIFICATIONS: List representative employees and their qualifications (including, International Society of Arboriculture credentials and CDL) that will be assigned to this work. Indicate individuals that are crew leaders and supervisors. Attach additional sheets, if necessary.

ED BENNETT (CDL A), BRYAN ALLEY, RON KELLON (CDL B),  
JOSH AFFHOLTA (CDL B), EDDIE BENNETT, WADE KAROS (CDL B)

Number of Employees on Tree Pruning Crew:

2 - 3 MAN CREWS

Equipment: List all equipment that will be available for use by the tree pruning crew. Attach additional sheets, if necessary.

2 ALTEC BUCKETS

2 CHIT DUMP TRUCKS

2 CHIPPERS

# BID FORM

## Section 6 – Contractor Information and Responsible Contractor Criteria

Backup documentation may be requested at the sole discretion of the City to validate all of the responses provided herein by bidders. False statements by bidders to any of the criteria provided herein will result in the bid being considered non-responsive and will not be considered for award.

Failure to provide responses to all questions may result in being deemed non-responsive.

Attach additional pages as needed if space below is insufficient.

Pursuant to Sec 1:312(20) of the City Code which sets forth requirements of a responsible bidder, Bidder is required to submit the following:

1. Organization Name: The Davey Tree Expert Co

Social Security or Federal Employer I.D. #: 34-0176110

Address: 8250 Ronda Dr

City: Canton State: MI Zip: 48187

Type of Organization (circle one below):

Individual      Partnership      Corporation      Joint Venture      Other

If "Other" please provide details on the organization:

Year organization established: 1880

2. Current owners/principals/members/managing members/partners of the organization:

SEE ATTACHED "DIRECTORS AND OFFICERS"

3. Assumed Names, "doing business as" d/b/a, and/or former organization names(s), if applicable: N/A

Explanation of any business name changes:



**THE DAVEY TREE EXPERT COMPANY**  
**1500 North Mantua Street**  
**Kent, OH 44240**

**Directors and Officers**  
**May 20, 2020**

**Board of Directors:**

Patrick M. Covey ..... Chairman, President and Chief Executive Officer  
Donald C. Brown ..... Retired Executive Vice President, Administration, FedEx Freight  
Alejandra Evans ..... Retired Senior Vice President, Risk Management, USI Insurance Services  
William J. Ginn ..... Retired Executive Vice President,  
Global Conservation Initiatives, The Nature Conservancy  
Douglas K. Hall ..... Retired President and CEO, MDA Federal, Inc.  
Sandra W. Harbrecht ..... President and CEO, Paul Werth Associates  
Catherine M. Kilbane ..... Retired Senior Vice President, The Sherwin-Williams Company  
Charles D. Stapleton ..... Retired Chief Operating Officer and Executive Vice President  
of Motorists Insurance Group  
Karl J. Warnke ..... Retired Chairman and Chief Executive Officer,  
The Davey Tree Expert Company

**Officers:**

Patrick M. Covey ..... Chairman, President and Chief Executive Officer  
Joseph R. Paul ..... Executive Vice President, Chief Financial Officer and Secretary  
James F. Stief ..... Executive Vice President, U.S. Residential Operations  
Brent R. Repenning ..... Executive Vice President,  
U.S. Utility and Davey Resource Group  
Dan A. Joy ..... Executive Vice President,  
Commercial Landscape Services and Operations Support Services  
James E. Doyle ..... Executive Vice President and General Manager,  
Davey Tree Expert Co. of Canada, Limited  
Gregory M. Ina ..... Executive Vice President,  
The Davey Institute and Employee Development  
Thea R. Sears ..... Vice President and Controller  
Christopher J. Bast ..... Vice President and Treasurer  
Erika J. Schoenberger ..... Vice President, General Counsel and Assistant Secretary

4. If applicable, please provide a list of all bidder's litigation and arbitrations currently pending and within the past five years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

5. Qualifications of management and supervisory personnel to be assigned by the bidder:

ISA CERTIFICATION, TCIA ACCREDITATION

6. List the state and local licenses and license numbers held by the bidder:

ISA CERT # MI-3878A

7. Will all subcontractors, employees and other individuals working on the construction project maintain current applicable licenses required by law for all licensed occupations and professions?

Yes

No

8. Will contractors, subcontractors, employees, and other individuals working on the construction project be misclassified by bidder as independent contractors in violation of state or federal law?

Yes

No

9. Submit a statement as to what percentage of your work force resides within the City of Ann Arbor, and what percentage resides in Washtenaw County, Michigan, and the same information for any major subcontractors.

0

10. Submit documentation as to bidder's employee pay rates (e.g., certified payroll without SSN or personal identifying information, or chart of job titles and pay rates, or other evidence).

WILL PROVIDE UPON AWARDDING OF BID

11. State whether bidder provides health insurance, pension or other retirement benefits, paid leave (vacation, personal time, sick leave, etc.), or other benefits to its employees, and if so, state whether each benefit is provided directly to employees, by payments or contributions to a third-party administered plan, in cash (e.g., fringe benefit portion of prevailing wages), or other manner.

COMPANY PROVIDES HEALTH INSURANCE, 401K/ESOP, PAID LEAVE  
STOCK OWNERSHIP

12. State whether bidder is an equal opportunity employer and does not discriminate in its hiring on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation or gender identity, height, weight, or disability.

Yes

No

13. State whether bidder has Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses, and if so, submit supporting documentation or other evidence of such program(s).

SEE ATTACHED

14. Has bidder had any violations of state, federal, or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years?

Yes

No

If you answered "yes" to the question above, for each violation provide an explanation of the nature of the violation, the agency involved, a violation or reference number, any other individual(s) or party(ies) involved, and the status or outcome and resolution.

15. Does bidder have an existing Fitness for Duty Program (drugs and alcohol testing) of each employee working on the proposed jobsite?

~~Yes~~

No

If you answered "Yes", please submit documentation of the Fitness for Duty Program and what it entails. [See Davey Alcohol and Drug Policies attached](#)

16. Submit documents or evidence of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.

17. Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

The Company is an equal opportunity employer in accordance with applicable law, Company policy prohibits discrimination or retaliation against an applicant, employee or those providing services in the workplace pursuant to a contract, based on applicable legally protected characteristics or status such as: race, color, religion, creed, sex, gender, pregnancy (including childbirth, lactation and related medical conditions), age (as defined under applicable law), national origin or ancestry, physical or mental disability as defined by applicable law, genetic information including characteristics and testing, veteran or uniformed servicemember status or any other consideration protected by federal, state, province or applicable local laws. The Company's equal opportunity employment policy applies to persons employed by the Company, as well as applicants for positions at the Company, and customers of the Company, and prohibits unlawful discrimination by any employee, including supervisors and coworkers, agents, clients or vendors. Effective December 16, 2016 Page 5 In addition to the Company's Equal Employment Opportunity policy, the Company maintains Affirmative Action Programs in accordance with applicable laws and regulations. Questions, concerns or complaints regarding the Company's Equal Employment Opportunity Policy or Affirmative Action Programs should be referred to an employee's supervisor or the Human Resources Department. No retaliation will be taken against any employee for reporting a good faith complaint or concern under this policy. Appropriate disciplinary action, up to and including termination, will be taken against any employee who engages in conduct in violation of this policy. In addition to the provisions set forth above, please see the Davey Equal Employment Statement that is distributed annually to employees. Equal Employment information can also be accessed at [www.davey.com](http://www.davey.com), select Corporate Information and select Corporate Policies.



18. Does bidder have an on-going MIOSHA-approved safety-training program for employees to be used on the proposed job site?

Yes - X No

If bidder answered "yes" to the question above, submit documentation of your safety-training program.

19. Does bidder have evidence of worker's compensation Experience Modification Rating ("EMR")?

Yes X see attached No

EMR = 0.85

20. Will bidder use masters, journeypersons and apprentices on the project?

Yes No

If bidder answered "yes" to the question above, provide the ratio of masters and journeypersons to apprentices for this project.

Ratio: \_\_\_\_\_

If bidder answered "no" to the question above, submit documentation regarding the qualifications of each worker who may or will be assigned on the project.

WILL PROVIDE UPON ACCEPTANCE OF BID  
If, yes, Ratio = \_\_\_\_\_

21. Can bidder provide documentation that it participates in a Registered Apprenticeship Program (RAP) that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

Yes No

If bidder answered "yes" to the question above, please submit a copy of the program document(s) and evidence of its registration.

If bidder answered "no" to the question above, please provide details on how you assess the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

SEE ATTACHED



22. Will bidder comply with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project?

Yes

No

23. Submit evidence that bidder has financial resources to start up and follow through on the project and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated B+ or better in the current A.M. Best Guide and qualified to do business within the State of Michigan, and the same audited financial information for any subcontractor estimated to be paid more than \$100,000 related to any portion of the project.

WILL PROVIDE UPON ACCEPTANCE OF BID

24. Submit evidence of a quality assurance program used by the bidder and the results of same on the bidder's previous projects.

WILL PROVIDE UPON ACCEPTANCE OF BID

"General Decision Number: MI20210074 11/12/2021

Superseded General Decision Number: MI20200074

State: Michigan

Construction Type: Heavy

County: Washtenaw County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	06/25/2021
2	08/13/2021
3	09/10/2021
4	10/01/2021
5	10/29/2021
6	11/12/2021

\* CARP0687-006 06/01/2021

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 35.16	29.22

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ELEC0252-009 06/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 48.48	27%+12.25

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ENGI0325-019 09/01/2021

POWER EQUIPMENT OPERATORS: Underground Construction (Including

Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.63	24.85
GROUP 2.....	\$ 32.90	24.85
GROUP 3.....	\$ 32.17	24.85
GROUP 4.....	\$ 31.60	24.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

-----  
ENGI0326-008 06/01/2021

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 44.69	24.95
GROUP 2.....	\$ 43.19	24.95
GROUP 3.....	\$ 41.69	24.95
GROUP 4.....	\$ 41.39	24.95
GROUP 5.....	\$ 40.57	24.95
GROUP 6.....	\$ 39.71	24.95
GROUP 7.....	\$ 38.74	24.95
GROUP 8.....	\$ 37.03	24.95
GROUP 9.....	\$ 28.69	24.95

FOOTNOTES: Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom & jib or leads 400' or longer

GROUP 2: Crane with boom & jib or leads 300' or longer

GROUP 3: Crane with boom & jib or leads 220' or longer

GROUP 4: Crane with boom & jib or leads 140' or longer

GROUP 5: Crane with boom & jib or leads 120' or longer

GROUP 6: Regular crane operator

GROUP 7: Backhoe/Excavator, Bobcat/Skid Loader, Boring Machine, Broom/Sweeper, Bulldozer, Grader/Blade, Loader, Roller, Scraper, Tractor, Trencher

GROUP 8: Forklift

**CITY OF ANN ARBOR  
PREVAILING WAGE DECLARATION OF COMPLIANCE**

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

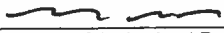
At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall have been deemed a material breach of the terms of the contract and grounds for termination of same by the City.

THE DAVEY TREE EXPORT COMPANY  
Company Name

 11/22/2021  
Signature of Authorized Representative Date

Robert Paris DISTRICT MANAGER  
Print Name and Title

8250 RONDA DR CANTON, MI 48187  
Address, City, State, Zip

734 459 8690 robert.paris@davey.com  
Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500





## Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
N/A	

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
THE DAVEY TRUSE EXPERT COMPANY	734 459 8690	
Vendor Name	Vendor Phone Number	
	11/22/2021	Robert Paris
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, [procurement@a2gov.org](mailto:procurement@a2gov.org)

**CITY OF ANN ARBOR  
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The "nondiscrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

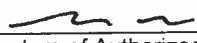
In addition, the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

THE DAVEY TACE EXPORT COMPANY  
Company Name

 11/22/2021  
Signature of Authorized Representative Date

Robert Paris District manager  
Print Name and Title

8250 NUNDA DR CAANTON, MI 48187  
Address, City, State, Zip

734 459 8690 robert.paris@davey.com  
Phone/Email Address

**Questions about the Notice or the City Administrative Policy, please contact:**  
Procurement Office of the City of Ann Arbor  
(734) 794-6500





## CHUBB GROUP OF INSURANCE COMPANIES

15 Mountain View Road  
P.O. Box 1615  
Warren, NJ 07061-1615

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November 23, 2021

City of Ann Arbor  
Procurement Unit  
301 E. Huron Street  
Ann Arbor, MI 48104

**Re: The Davey Tree Expert Company – Invitation to Bid  
Parks Tree Care and Removal – ITB No. 4697**

To Whom It May Concern:

Federal Insurance Company, a corporation under the laws of the State of Indiana, with an office and place of business located at 202B Halls Mill Road, Whitehouse Station, NJ 08889, represents The Davey Tree Expert Company for surety bonding needs.

At the present time, The Davey Tree Expert Company is in a position to consider single projects up to \$7,000,000.00 within an aggregate limit of \$90,000,000.00. The statement of these values is neither a commitment nor a limitation of the bonding capacity of The Davey Tree Expert Company. At the request of The Davey Tree Expert Company, Federal Insurance Company will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between The Davey Tree Expert Company and Federal Insurance Company, and will be subject to Federal Insurance Company's standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms and financing. Federal Insurance Company assumes no liability to The Davey Tree Expert Company, third parties or to you if for any reason Federal Insurance Company does not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Teresa M. Cole', is written over a horizontal line.

Teresa M. Cole, Attorney-in-Fact  
Federal Insurance Company  
A.M. Best Rating A++  
Financial Size Category: XV



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Teresa M. Cole, Rachael Renea King, Alexandra Kluczarov, Emma Schoch and Rachel W. Slippy of Kent, Ohio

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in nature thereof (other than bail bonds), not to exceed Five Million and 00/100 Dollars (\$ 5,000,000.00), given or executed in the course of business on behalf of THE DAVEY TREE EXPERT COMPANY and all Subsidiaries alone or in joint venture as principal. And the execution of such bond or obligation by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 5th day of October, 2021.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 5th day of October, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316585  
Commission Expires July 16, 2024

*Katherine J. Adelaar*  
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

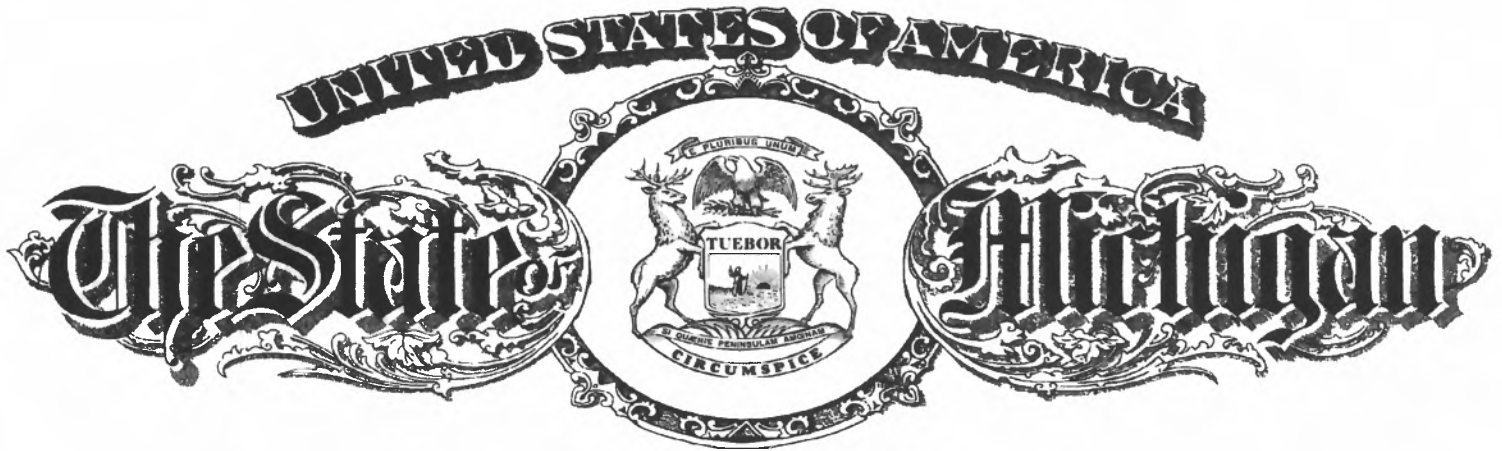
*23rd, NOVEMBER 2021*



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



**Department of Licensing and Regulatory Affairs**  
**Lansing, Michigan**

*This is to Certify That*

**THE DAVEY TREE EXPERT COMPANY**

*a(n) Ohio FOREIGN PROFIT CORPORATION.*

*was validly authorized on November 10 , 1920, to transact businesss in Michigan under the qualifying assumed name of*

**THE DAVEY TREE EXPERT COMPANY**

*This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business in this state any business set forth in its application which a domestic corporation formed under this act may lawfully conduct.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*



*Sent by electronic transmission*

Certificate Number: 21110564206

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 23rd day of November , 2021.*

*Linda Clegg, Director*

*Corporations, Securities & Commercial Licensing Bureau*





## WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE DAVEY TREE EXPERT CO

Risk ID: 910609823

Rating Effective Date: 09/01/2021

Production Date: 06/08/2021

State: INTERSTATE

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.72		9,451,895	13,122,812	3,670,917	7,110,624	1,343,498	10,265,255	3,154,631

	Primary Losses	Stabilizing Value	Ratable Excess	Totals	
Actual	(I) 3,154,631	$C * (1 - A) + G$ 3,990,029	(A) * (F) 5,119,649	(J) 12,264,309	
Expected	(E) 3,670,917	$C * (1 - A) + G$ 3,990,029	(A) * (C) 6,805,364	(K) 14,466,310	
	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00	1.00		1.00	(J) / (K) .85

NOTICE - THIS EXPERIENCE MODIFICATION IS CALCULATED TO REFLECT THE WEIGHTED FORMULA IN COMPLIANCE WITH MAINE LAW H.P. 1397. RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.

THE TENNESSEE CODE ANNOTATED SECTION 50-6-501 REQUIRES EVERY PUBLIC OR PRIVATE EMPLOYER THAT IS SUBJECT TO THE WORKERS COMPENSATION STATUTE TO "ESTABLISH AND ADMINISTER A SAFETY COMMITTEE IN ACCORDANCE WITH RULES ADOPTED PURSUANT TO T.C.A. SECTION 50-6-502 IF THE EMPLOYER HAS AN EXPERIENCE MODIFICATION RATE EQUAL TO OR GREATER THAN 1.2."

ONE OR MORE CLAIM AMOUNTS HAVE BEEN REDUCED DUE TO EMPLOYER REIMBURSEMENTS AS PART OF A NET DEDUCTIBLE, EMPLOYER-PAID MEDICAL OR COMPENSATION REIMBURSEMENT PROGRAM IN THE FOLLOWING JURISDICTIONS: CO, GA, KS, MO

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## WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE DAVEY TREE EXPERT CO

Risk ID: 910609823

Rating Effective Date: 09/01/2020

Production Date: 05/04/2020

State: INTERSTATE

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.72		9,680,996	13,388,638	3,707,642	7,494,259	1,370,187	10,728,159	3,233,900

	Primary Losses	Stabilizing Value	Ratable Excess	Totals	
Actual	(I) 3,233,900	$C * (1 - A) + G$ 4,080,866	(A) * (F) 5,395,866	(J) 12,710,632	
Expected	(E) 3,707,642	$C * (1 - A) + G$ 4,080,866	(A) * (C) 6,970,317	(K) 14,758,825	
	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00	1.00		1.00	(J) / (K) .86

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Carrier: 11509-004    Policy: MWC31404019    Eff-Date: 09-01-2019    Exp-Date: 09-01-2020

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## WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE DAVEY TREE EXPERT CO

Risk ID: 910609823

Rating Effective Date: 09/01/2019

Production Date: 06/20/2019

State: INTERSTATE

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.72		9,870,997	13,579,274	3,708,277	7,745,350	1,388,304	10,942,152	3,196,802

	Primary Losses	Stabilizing Value	Ratable Excess	Totals	
Actual	(I) 3,196,802	$C * (1 - A) + G$ 4,152,183	(A) * (F) 5,576,652	(J) 12,925,637	
Expected	(E) 3,708,277	$C * (1 - A) + G$ 4,152,183	(A) * (C) 7,107,118	(K) 14,967,578	
	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00	1.00		1.00	(J) / (K) .86

**REVISED RATING**

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REVISED RATING TO INCLUDE UPDATED DATA FOR: AK, NE, POL. #: MWC31096200, EFF.: 09/01/2017

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## WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE DAVEY TREE EXPERT CO

Risk ID: 910609823

Rating Effective Date: 09/01/2018

Production Date: 02/21/2019

State: INTERSTATE

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.72		10,373,556	14,209,910	3,836,354	8,170,224	1,450,373	11,415,197	3,244,973

	Primary Losses	Stabilizing Value	Ratable Excess	Totals	
Actual	(I) 3,244,973	$C * (1 - A) + G$ 4,354,969	(A) * (F) 5,882,561	(J) 13,482,503	
Expected	(E) 3,836,354	$C * (1 - A) + G$ 4,354,969	(A) * (C) 7,468,960	(K) 15,660,283	
	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00	1.00		1.00	(J) / (K) .86

**REVISED RATING**

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REVISED RATING TO INCLUDE UPDATED DATA FOR: NY, POL. #: MWC30237200, EFF.: 09/01/2014

**Carrier:** 11509-004    **Policy:** MWC31404000    **Eff-Date:** 09-01-2018    **Exp-Date:** 09-01-2019

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## Instructions for Accessing the E-Close Call Communicator on the Davey Portal

- 1) Go to the home page of the Davey Portal, click on the Team Sites, click on Safety.
- 2) Once you see the Safety Page, scroll down to where you see Safety Resource Links, you will see under that it says Quick Reference.
- 3) Scroll down under the Quick Reference and you will see the Close Call Communicator.
- 4) Click on it, it will open up the link to the Close Call Communicator, you will see a page once it opens with a tab on the left hand side that says Log Close Call.
- 5) Click it, it will open up the electronic Close Call Communicator.
- 6) Once you have all the information logged and prior to submitting, you can put in the people you want to email a copy of the call to. Keep in mind you will need to type in the email address and separate multiple email addresses with a comma.  
For example; [jane.doe@davey.com](mailto:jane.doe@davey.com), [john.doe@davey.com](mailto:john.doe@davey.com)
- 7) The receiving person of the email will see the email come in from [notifications@origamirisk.com](mailto:notifications@origamirisk.com), with the abstract of the Close Call and any attachments that were uploaded along with the close call submission.
- 8) So you can see what it will look like once completed and emailed, on the following page is one a General Foreman completed online and sent to their Regional Safety Specialist and his/her manager.



An effective safety information system depends crucially on the willing participation of the workforce; the people with direct exposure to the hazards. Close calls range from partial penetrations of our defenses to situations in which all available safeguards were defeated but no actual injury or losses were sustained. Close calls occur more frequently than bad outcomes. If reported, they can act as vaccines, mobilizing our defenses against a more serious reoccurrence in the future. They also act as powerful reminders of the hazards we face and provide important information about *Latent Organizational Weaknesses, Flawed Defenses, and Error Precursors*. If unreported, they are wasted opportunities.

## Close Call Communication Best Practices

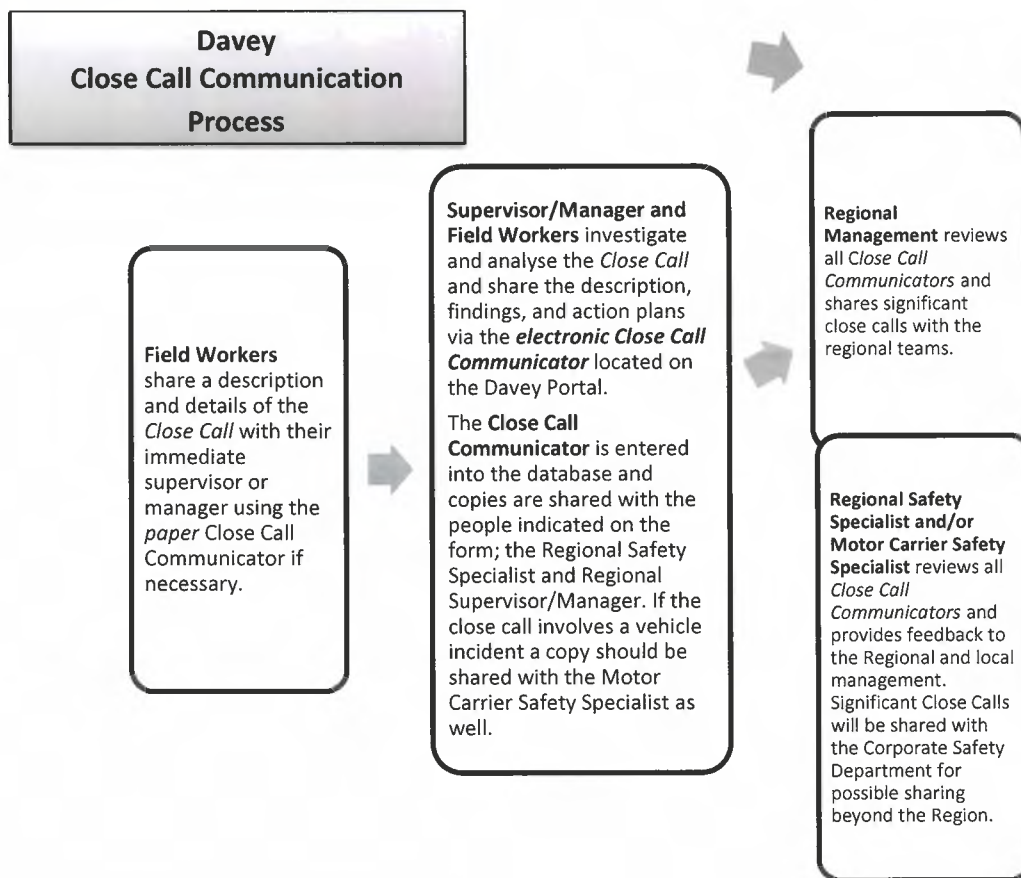
Trust is the foundation of a successful Close Call reporting program. It must be actively protected. Best Practices of a *reporting culture* include:

- **Ease of making the report:** All employees should have immediate access to the paper Close Call Communicator form if needed and supervisors should have access to the Davey Portal to complete the electronic form.
- **Indemnity against disciplinary proceedings** – as far as it is practicable: A single case of a ‘reporter’ being disciplined as a result of a Close Call report could stop the flow of useful reports. Reporting a Close Call is a discretionary act; in almost all instances it is voluntary. If a discretionary act results in punishment, it is not likely to be repeated. We are interested in fixing the problem, not fixing the blame.  
Note: This does not eliminate the necessity to appropriately, fairly, and consistently apply the Safe Practice Violation Notice Policy if unsafe work practices and procedural compliance violations are observed, or identified during incident investigations. It is critical that our managers and supervisors work diligently to apply their wisdom and integrity in differentiating between Close Call Communication and Safe Practice Violations.
- **Confidentiality:** The *Close Call Communicator* does not ask for names of the individuals involved. In many instances people will be admitting their errors or mistakes. This information may be shared with the entire organization. If people choose to share a close call with others, they should not be embarrassed.
- **Rapid, useful, and accessible feedback** to the reporting community: Our response to Close Call reports determines to a great extent the number of Close Calls that will be reported and the quality of the reports. Every Close Call report needs to be acknowledged and significant Close Calls need to be thoroughly analyzed and the information gathered needs to be shared.

## Close Call Communication Process

A **Close Call** is defined as: *An undesirable or unfortunate event that occurred and could have resulted in harm, injury, damage, or loss; but did not.*

Electronic Close Call Communicator forms located on the Safety Page of the Davey Portal will be generated locally in operating units and entered into a database for tracking and trending purposes. Copies will be emailed to the appropriate area, regional or operations manager and the Regional Safety Specialist and/or Motor Carrier Safety Specialist. The local and regional leadership is responsible for “rapid, useful, and accessible feedback” to their operations. This process engages the local and regional leadership in a visible safety activity and allows for sharing of information and learning opportunities with the entire organization. The Regional Safety Specialist and/or Motor Carrier Safety Specialist will also review the Electronic Close Call Communicator and provide feedback to the local and regional leadership. Significant Close Call Communicators may be shared beyond the region and operation where the event occurred. The Regional Safety Specialist and/or Motor Carrier Safety Specialist will also serve as a consultant to answer or find answers to questions on the Close Call Communication Process as we continue this next step On the Road to Zero together.





January 22, 2016

To: Vice Presidents, Managers, Supervisors,  
General Foremen, Safety Department

Re: **Electronic Close Call Communication**

In April 2014 we implemented the Close Call Communication Process using the paper *Close Call Communicator*.

Expanding and driving engagement in the use of the Close Call Communicator is a key element of the Corporate Safety Support Plan towards the success of Davey Vision. Building on the existing foundation of sharing of important safety information Kenny Rowe and Liz Heritage from Safety worked with a Safety Plan Team from all levels of field management to develop an organizational standard electronic format for Close Call Communications. The *Davey Electronic Close Call Communicator* is intended and designed to allow any employee to share information regarding close calls that occur during our operations throughout the United States and Canada.

Our organizational goal is to make further progress on The Road to Zero by intercepting injury or damage incidents before they occur through increased focus and communication on the early warning signals that Close Calls send. To that end, effective February 1, 2016 the *Electronic Close Call Communicator* will become part of our Davey Safety Policy and Program throughout the parent and subsidiary companies.

We ask that you familiarize yourself with the attached *Electronic Close Call Communication Best Practices* for utilization of the attached *Close Call Communicator* within your operations. Please then develop and implement a fitting roll out conversation with the employees in your operation around meaningful *Close Call Communication* via accessing the Electronic Close Call Communicator.

Lastly, we would like to extend a sincere thank you to those who participated in the development of this very important tool. Your shared enthusiasm and sincere desire to create a safe work environment for your fellow employees is greatly appreciated.

If you have questions as to completing the Electronic version of Close Call Communicator, please feel free to contact Liz Heritage, Administration Manager, Corporate Safety Department at extension 8251. If you have questions as to the Close Call Communicator goals or policy, or if I can be of service to you please do not hesitate to contact me. Thank you.

Joe Engberg  
Manager, Safety Program Support

Cc. Liz Heritage  
Joe Tommasi  
Dan Joy  
Pat Covey

January 2016



## Safe Practices

There are Safe Practices that are important to the safety and health of employees, though they do not consistently present the likelihood of immediate risk of life altering or fatal injury, they also must be adhered to by all employees. These Safe Practices (Non-Critical) are:

- Proper work clothing worn (including above the ankle work boots)
- Davey warm-up & flexibility exercises performed
- Safe Lifting and Material Handling techniques employed
- Hearing Protection and Hand Protection worn when required
- Completion of Employee Training Requirements (i.e. Career Development Program)
- Work Methods safeguard the employee and other persons
- Daily/Weekly Aerial Lift or Monthly Crane Inspection and Report completed
- All drivers of company vehicles have a valid driver's license on their person
- All commercial motor vehicles (CMV's) are driven by a Davey Qualified Driver with a valid medical card and valid driver's license on their person
- Daily/Weekly Driver's Vehicle Inspection Reports and other driver records are completed and properly recorded
- All vehicles are operated with loads secured
- Safe Practices or procedures not listed above as set forth in the Safety & Training Manual, Tailgates, and/or other safety and training materials

In the event that one of the Safe Practices listed above presents the likelihood of immediate risk of life-altering or fatal injury, it may be considered a Critical Safe Practice.

The schedule for issuance of Safe Practice Violation Notices (Non-Critical) during a 12-month period is:

1. First Notice: Documented verbal advisory – a safety coaching moment.
2. Second Notice: Written warning and one-day suspension without pay.
3. Third Notice: Written warning and one week (40 working hours) suspension without pay.
4. **Fourth Notice: Termination of employment**

An SPVN will remain active for one year from the date of issuance, after which time it will remain in the employee's file as inactive. An employee who has accumulated any four (4) Non-Critical SPVN's within a 12-month period shall be subject to termination of employment upon the fourth violation.

In the case of a First Notice (Non-Critical), documented verbal advisory, an employee may redeem the notice by performing an act(s) of safety leadership through conducting an effective safety meeting on the risks presented by his/her violation and the appropriate safe practices to adhere to. If this option is exercised, the manager/supervisor shall complete and sign the 'redeemed' section of the SPVN listing the safety leadership task performed and providing appropriate evidence, i.e., a safety meeting sign-in form. Redeemed SPVN's shall be sent to the Safety Department for record keeping; they will not be chargeable for progressive corrective action. Employees may redeem no more than one Non-Critical SPVN within a 12-month period.

Situations may arise where an employee's attitude toward the notice of violation or egregious disregard of the severity of the exposure to injury or death merits immediate suspension without pay or termination of employment without resort to each step in the SPVN process. In such cases, disciplinary action consistent with Davey Personnel Policies shall be taken.

8. **Preventing Struck-by Injuries:** Drop zones shall be established and made safe during all tree pruning, lightning protection/ support systems, rigging, and removal operations.
- a. The employee in charge shall establish a Command/Response system to regulate activity in the drop zone.
    - i. To ensure the drop zone is free of people, the person working over the drop zone shall make a visual inspection of the drop zone and call out the English words "Stand Clear". Work over the drop zone shall not proceed until the person working over the drop zone receives a signal from the ground personnel that the drop zone is clear.
    - ii. The ground personnel shall indicate that the drop zone is clear by calling out the English words "All Clear". Work may commence over the drop zone after the person working over the drop zone completes a visual inspection of the drop zone and hears the signal "All Clear" from the ground personnel.
    - iii. Ground personnel shall not enter a drop zone until they have permission from the person(s) working over the drop zone. Prior to entering a drop zone, ground personnel shall visually inspect the worker(s) above for activity and call out the English words "Coming Under". The drop zone shall not be entered until the person(s) working over the drop zone call out the word "OK".
    - iv. When conditions prevent voice communication between the person(s) working above a drop zone and ground personnel, hand signals shall be used to establish the status of the drop zone. Patting the top of one's helmet shall be used as the equivalent of "Stand Clear". Placing one arm or two arms across one's chest and motioning outward away from one's body toward the drop zone shall be used as the equivalent of "Coming Under". A prearranged, two-way hand signal for OK shall be used as the equivalent of "All Clear" and "OK". Whistles may be used to call attention to the hand signals.
    - v. Work shall not be performed over a drop zone in conditions that prevent both visual and voice contact between the person(s) working over the drop zone and ground personnel.
    - vi. In tree felling operations a final safety check shall be made by the chainsaw operator to be sure all felling team workers are not less than one and a half (1.5) times the height of the tree away, all other employees are two (2) times the height of tree away, the fall path is clear, the notch is correctly cut without by-pass, and the direction of fall is correct prior to making the back cut to fell the tree.
9. **Adherence to and Enforcement of Safe Work Practices:** Any employee who observes a violation and does not report it to his/her supervisor or a management representative is committing a safety violation and subject to Critical Penalties. Any management representative who: (1) observes a violation; (2) is advised of a potential violation and does not investigate the potential violation; or (3) does not enforce Safe Work Practices is committing a safety violation and subject to Critical Penalties.

## Critical Penalties

### **A Critical Violation of Safety Policy must be met with a Critical Penalty!**

- Upon the determination of a Davey management representative that a Critical Violation has been committed, the violator(s) shall receive a Mandatory Minimum Two Day Disciplinary Suspension Without Pay for a First Violation.
- The circumstances of a First Violation may warrant a more severe penalty up to and including Termination of Employment.
- A Second separate incident, within 12 months of the First, of any Critical Violation shall result in Termination of Employment.

# DAVEY SAFETY PROGRAM

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working on road or street rights-of-way, or in other locations where our employees are exposed to hazard from vehicular traffic, the person in charge shall develop and implement a temporary traffic control plan. Approved warning and channeling devices and flaggers (when required) shall be properly placed to protect our employees and the public before work commences. The traffic control plan shall be revised as warranted by changes in the job site conditions.

4. **Performing an effective job briefing:** The employee in charge shall conduct a job briefing with all employees involved (including sub-contractors) before work begins at any job site. If the work is repetitive and similar, at least one job briefing shall be conducted at the start of the job each day. Additional job briefings shall be conducted if significant changes that might affect the safety of the site or the employees occur during the course of the job.
  - a. An effective job briefing addresses the following safety concerns:
    - i. Hazards: anything or any condition on the job site that has the potential to harm our employees or other people on or near the job site or cause damage to equipment or property.
    - ii. Obstacles: any object or person that could be damaged or injured by our actions during the course of the job.
    - iii. Plan: every employee (including sub-contractors) needs to understand the plan to maintain acceptable levels of exposure to the hazards present, protect the obstacles present, to effectively complete the job, and the appropriate emergency response procedures should an incident occur. Everyone needs to know his or her role in the successful implementation of the plan.
    - iv. Equipment: all equipment necessary for the safe and effective completion of the job needs to be accounted for and available on the job site.
5. **Electrical Safety:** Employees shall follow Davey electrical safe work practices at all times. No employee shall approach closer than 10 feet to an energized conductor or equipment unless they have been trained and are qualified to do so.
  - a. Davey Qualified Utility Line Clearance Arborists shall not approach energized conductors or equipment closer than the line-clearance Minimum Approach Distances (MAD) listed in the Davey Safety and Training Manual or listed on the Electrical Hazard Truck Sticker.

Before any work is started at a location where MAD cannot be maintained, or where any electrical conductors are lying on the ground, or in situations where work cannot otherwise be performed safely because of an electrical hazard, the Manager or Supervisor shall arrange for the electric utility to have the conductors made safe. Safe is defined as De-energized, Isolated, and Grounded (DIG) by the electric utility.

6. **Personal Protective Equipment (PPE):** Company required PPE shall be worn by all personnel on every job site.
  - a. Approved eye protection with side shields shall be worn on all job sites at all times.
  - b. An approved helmet, when required by Davey safety policy, shall be worn on all job sites at all times.
  - c. Approved hi-visibility apparel shall be worn by all employees when exposed to vehicular traffic.
  - d. Approved chainsaw leg protection shall be worn when operating a chainsaw on the ground and at other times when required by local regulations.
7. **Fall protection, worker aloft, climber tie-in safety and aerial lift device operator:**
  - a. All climbers shall be secured with a lanyard or tied-in with a climbing line while ascending a tree. They shall remain tied-in or be secured until the work is completed and he or she has returned to the ground. All climbers shall remain secured when re-positioning a climbing line.
  - b. All climbers shall use a second secure point of attachment (a work positioning lanyard or double crotched climbing line) when operating a chainsaw in a tree.
  - c. Employees ascending a ladder to gain access to a tree shall not work from or leave the ladder until secured to or tied into the tree.
  - d. Aerial lift device operators shall be secured to the lift's approved point of attachment with a Davey approved fall protection system at all times when in the platform (bucket) of an aerial lift device.
  - e. Whenever arborists are hoisted into trees by cranes, ANSI Z133 standard shall be strictly followed. At no time shall an arborist be secured to a crane load line when it comes under load.



## APPENDIX F

### Safe Practice Violation Notice Policy

It is the intent and long standing policy of the Davey Company to provide a safe and healthful workplace for our employees throughout the organization including the parent and subsidiary companies. Education, training and strict adherence to safe work practices are key elements in attaining this objective. Every Davey employee has responsibility for safety in the workplace. Constant mindfulness of exposures to injury or damage and strict adherence to identified safe work practices are cornerstones of our efforts to establish a safe and healthy workplace.

The Safe Practice Violation Notice Policy is established to help identify and reduce or eliminate behaviors and conditions that expose our employees to an unacceptable level of risk of injury or damage to property. The purpose of this communication is to restate the Safe Practice Violation Notice Policy and our intent that it be thoughtfully and constructively applied when and where it is warranted on a performance basis in a fair, objective and consistent manner.

Compliance with clearly established safe work practices is essential to establishing the discipline of safety that is required to protect our employees from incident and injury.

Whenever an at-risk behavior is observed in a situation where a safe behavior is clearly defined by safety policy or procedure and is clearly expected in the work-unit as established through previous training and demonstrated proficiency in the safe practice, a Safe Practice Violation Notice (SPVN) shall be issued by a Davey supervisor. The closer in time the SPVN is issued to the at-risk behavior, the more effective it will be in stopping the at-risk behavior. SPVN's will also be issued as a result of an incident analysis if non-compliance with safety policies or procedures is found to have contributed to the incident.

### Critical Safe Practices

Through experience within our organization and in our industry we have identified certain safety behaviors that are critical to the health and safety of all our teammates. We have adopted a zero tolerance policy regarding noncompliance with Critical Safe Practice behaviors because failure to comply may traumatically result in serious, life altering injury or death. These Critical Safe Practices are:

1. **Equipment Safety:** Equipment, tools, and vehicles shall be properly maintained and driven / operated safely.
  - a. Drivers / operators of equipment, tools, and vehicles shall perform inspections as required by company policy and manufacturer's recommendations.
  - b. Tampering with or disabling any manufacturer installed safety device is prohibited.
  - c. Driving / operating equipment, tools, or vehicles in an unsafe, unlawful, or unapproved manner or with missing or altered safety devices is prohibited.
  - d. Drivers / operators of equipment, tools, and vehicles shall remain alert and attentive in order to drive or operate safely. Reading or sending text messages, social media or email while driving / operating any equipment, tool, or vehicle is prohibited.
2. **Wearing seat belts:** Seat belts (safety belts) shall be worn when occupying any moving vehicle or operating any equipment that is equipped with seat belts.
  - a. Wearing seat belts reduces the likelihood of serious injury or death resulting from light truck vehicle collisions by 60 to 65%. It is the law!
  - b. Seat belt use in trucks lags behind use in automobiles; we drive a lot of trucks.
  - c. Buckling a seat belt is a simple and easily observed and measured behavior.
  - d. Opportunities to positively reinforce this behavior are easy to find.
3. **Implementing an effective temporary traffic control plan:** The primary function of Temporary Traffic Control (TTC) is to provide for the reasonably safe and efficient movement of road users through or around TTC zones while reasonably protecting workers and equipment. Whenever employee(s) are

# DAVEY SAFETY PROGRAM

## Davey Personal Excellence Toolkit

**Pre-job Briefing** – A structured preview conducted before performing a job to discuss the tasks, critical steps, exposure to hazards, and safety related precautions. The effectiveness of Pre-job Briefings depends on the engagement of the participants. Effective Pre-job Briefings help avoid surprises in the field and reinforce the idea that there are no “routine” activities.

**Post-job Debriefing** – A structured review of a completed job to identify any factors that could or did have an adverse impact on the job, or to determine more effective ways of accomplishing the job in the future.

**S.T.A.R. / Self-Check** – A self-disciplined mental examination tool that focuses individual attention before, during, and after performing a specific task: **S**top, **T**hink, **A**ct, and **R**eview. Self-checking is particularly effective for skill-based, repetitive tasks.

**Job Observations** – In-the-field observations by supervisors or designated individuals intended to review the quality and effectiveness of work preparation, work practices, and work performance. This is our best opportunity to provide effective feedback on individual and team performance. When managers and supervisors spend time in the field with individuals doing work, performance improves and errors tend to decrease.

**TWIN Analysis** – A deliberate approach to identifying and addressing error precursors associated with a task and workers assigned to the task using the acronym “**TWIN**”; **T**ask Demands, **W**ork Environment, **I**ndividual Capabilities, and **H**uman **N**ature. **TWIN Analysis** is particularly effective for job planning, assignment, and scheduling.

**Time Out** – Every person has the responsibility and the authority to stop work when confronted with confusion or uncertainty. The chances for error are particularly high in such situations (Knowledge-Based Performance mode). This tool halts work in order to acquire more accurate or timely information regarding the work situation. Work should not resume before persons with the required expertise discuss and resolve the issues.

**Task and Worker Suitability** – Supervisors use this tool to assess the capabilities (knowledge, skill, and experience) of an individual to perform a particular job. When used effectively, this tool will help to eliminate Knowledge-Based Performance situations.

**Active Listening** – Listening for understanding; interacting with the sender of the message using closed and open questions and paraphrasing the message to ensure understanding the fact and effect of the message. Open and unassuming communication is our greatest *safety tool*.

**Devil’s Advocate** – A devil’s advocate takes a position on a particular issue or situation for the sake of argument; using challenging communication to explore options.

**Peer Check** – Use of a peer or other person to observe and provide feedback on an individual’s behavior when performing critical steps. Effective feedback will help to ensure correct performance of the task.

**Procedure Use and Adherence** – In Rule-Based performance situations the workers need to understand which procedures apply, why they apply, and how to execute them. Adherence to procedures allows workers to safely and reliably perform critical tasks.

## ERROR PRECURSORS - Short List

Conditions that interfere with successful performance and increase the probability for error.

### Task/Job Demands

- Time Pressure
- High Work Load
- Simultaneous, Multiple Tasks
- Repetitive Actions, Monotony

### Individual Capabilities

- Unfamiliarity with Task/Job
- Lack of Knowledge/Training
- New Technique Never Used Before
- Poor/Non-specific Communication Skills

### Work Environment

- Distractions/Interruptions
- Changes/Departures from Routine
- Confusing Displays/Controls
- Work-arounds/Out of Service Equipment

### Human Nature

- Stress
- Habit Patterns
- Faulty Assumptions
- Complacency/Over Confidence

## FLAWED DEFENSES

Defects in defensive measures that may fail to protect people or equipment against hazards or errors.

## LATENT ORGANIZATIONAL WEAKNESSES

Hidden deficiencies in management control processes (policies, training, resources) or values (shared beliefs, assumptions, attitudes) that create workplace conditions that provoke errors or degrade defenses.

$$B + R = P$$

**Behavior + Results = Performance**

**Behavior:** anything a person does or says

**Results:** relatively short-term impacts of one's behavior

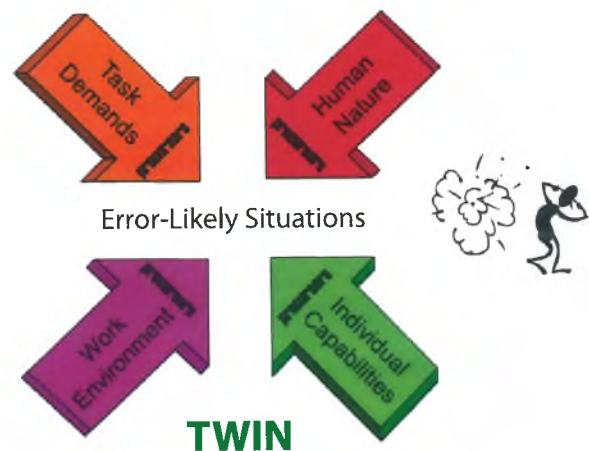
**Performance:** long-term sustainable achievements

### PERFORMANCE MODES

**Skill-based:** Routine activity usually executed from memory in familiar situations. *Likelihood of error = 1 in 1000*

**Rule Based:** Behavior based on selected rules/procedures derived from recognition of one's situation. *Likelihood of error = 1 in 100*

**Knowledge Based:** Behavior in response to a totally unfamiliar situation (no skill or rules are recognizable to the individual). *Likelihood of error = 1 in 10*



### Keys to Incident Prevention

**Anticipate and Prevent Active Errors**

**Discover and Eliminate Latent Organizational Weaknesses**

# DAVEY SAFETY PROGRAM

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## Appendix E

### Davey Personal Excellence and the Road to Zero

Davey Personal Excellence (DPE) is a distinct way of thinking and behaving that helps reduce human error and organizational conditions that create error likely situations. When applied to safety DPE is designed to identify and mitigate error likely situations that greatly increase the risk of incidents. The overwhelming majority of incidents are caused or triggered by human error.

The principles upon which DPE are adapted from Human Performance Excellence principles developed in response to critical organizational incidents in the nuclear power and commercial aviation industries.

These five principles are not safety specific. They apply to every aspect of the Davey Mission: “*Always deliver a superior tree, landscape, and environmental service experience to every residential, utility, commercial, and government client.*” The success of our mission depends on four key values of our culture: our safety, the quality of our services, our productivity, and the client experience that we deliver every day.

#### DPE Principles:

- 1. People are fallible, even the best make mistakes.** It is important to understand that we cannot eliminate all errors. We can, however, reduce the frequency and impact of errors.
- 2. Error likely situations are predictable, manageable, and preventable.** Things like time pressure, distractions, stress, and poor communication skills are error precursors that create error likely situations. Enhanced awareness of error precursors allows us to adjust behaviors and conditions to reduce the likelihood of error.
- 3. Individual behavior is influenced by organizational processes and values.** Our *Espoused Values* (our stated values) are tested every day against our *Values-in-Use* (what we actually do every day at our jobs). Any gaps between our espoused values and values-in-use put our mission at risk.
- 4. People achieve high levels of performance based largely on the encouragement and reinforcement received from leaders, peers, and subordinates.** High performance cannot be achieved without discretionary effort (effort beyond the minimum we need to get by). This is a key leadership concept. People cannot be threatened or punished into providing discretionary effort. Discretionary effort can only be elicited by encouragement and positive reinforcement of desired behaviors.
- 5. Incidents can be avoided by understanding the reasons mistakes occur and applying lessons learned from past incidents.** A key component of high performing organizations is a “Just Culture” or “...an atmosphere of trust in which people are encouraged, even rewarded, for providing essential safety related information - but in which they are clear about where the line must be drawn between acceptable and unacceptable behavior.”

Safety is created every day by people negotiating between safety and the other values of our organization in actual operating conditions. Davey Personal Excellence is about leadership and helping people make good decisions in all of our offices and at all of our jobs sites.

# DAVEY SAFETY PROGRAM

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**Electric Bench Grinders** – Manufacturer equipped guards, shields and rests are to be in place and properly adjusted. Cracked, excessively worn or deformed grinding stones are to be replaced promptly.

**Electric hand tool switches** – are to be kept in good operating condition.

**Electric table saws** – shall be guarded and the guard will cover the blade when not in use.

**Floor jacks** – shall have the rated load legibly and permanently marked in a prominent location.

**Portable safety containers** – used for the storage of dirty, oily reusable shop wipes. Do not use paper or wooden boxes.

**Gasoline cans** – must be metal, labeled, and equipped with a spark arrestor. Store gasoline for shop use in flammables locker. Do not transfer gasoline indoors. Never smoke, use open flames or sources of ignition in the presence of gasoline.

**Overhead chain hoists** – chains are to be inspected for bad spots in the links or for overloading resulting in link stretch. Load hooks should have safety snaps to prevent accidental disconnect from the hooks.

**Hoisting equipment** – slings, hoist or haulage lines, rope, wire rope, chains, webbing straps and attachments used to handle material or equipment are to be inspected for damage or distortion which will create weakness.

Any item found to be defective will be removed from service and properly disposed of. Loads are not to be passed over workers and workers are not to work under hoisted loads.

**Forklift** – operator is to be trained and certified; inspection and operation is to be in accord with training. Contact regional safety trainer to arrange a training course.

# DAVEY SAFETY PROGRAM

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## APPENDIX D

### FACILITIES HAZARDS and CONTROLS

Those of the following items that apply must be verified on a regular basis at each Company shop, warehouse, and office facility.

**First aid supplies and eyewash** – are to be properly stocked, available and accessible to all employees.

**Exit doors** – all passage doors that exit to the outside of the building will be posted with an “EXIT” sign; passage to and through these doors will be kept clear.

**Floors, aisles, halls and stairs** – must be kept in good repair and housekeeping, without obstructed passage.

**Lighting** – adequate lighting in good repair.

**Fire extinguishers** – are to be of the “ABC” Class, marked and located at convenient locations throughout the facility.

**Postings** – a bulletin board for the posting of safety, regulatory and appropriate business communications.

**Electric extension cords** - must not create a tripping hazard, be in disrepair, be laid in standing water or have the grounds removed. Damaged cords are to be replaced promptly.

**Overhead storage areas** – at least a 30” but no more than 42” hand railing, toe boards around the floor edges at least 4” high prevents objects from being dropped from the balcony or platform.

**Ladders** – fiberglass with slip resistant feet, rails and treads tight, no cracks, splits, excessive wear, or patch-work repairs.

**Stepladders** – not to exceed 20 feet

**Extension ladders** – not to exceed 37 feet

**V-Belts** – Manufacturer equipped guards over and around v-belts and pulleys are to be kept in place on all machines or equipment. If removed during repair or maintenance, they are to be replaced before returning to service.

**Fans** – Manufacturer equipped guards over and around fans less than 7 feet above the floor are to be kept in place on all machines or equipment. If removed during repair or maintenance, they are to be replaced before returning to service.

**Machinery** – drill presses, lathes, bench grinders, etc., should be secured to prevent slipping or falling.

**Portable electric tools** – must be grounded or double insulated.

**Hand tools** – Unsafe hand tools shall be removed from service and either properly disposed of or repaired (if appropriate based on the specific tool). Examples of unsafe hand tools: wedges or chisels with mushroomed heads, tools with cracked or broken handles.

**Shop trashcans** are to be metal with lids in place; they should be marked TRASH.

## APPENDIX C

### FACILITIES EMERGENCY ACTION PLAN

In the event of a fire, or other emergency, an audible warning shall be given. If equipped, the alarm should be given over the public address system.

If an alarm is given, everyone is to safely stop work in progress and evacuate the building. Upon leaving the building, everyone is to meet at a location previously designated by the district or facility manager. The manager or designated alternate shall account for all employees at the office.

The staff will know the manager's designated alternate in advance.

The manager will designate a person to notify emergency response authorities and Company headquarters.

Evacuation should be done through emergency "Exit" doors as posted through the building. The routes to the doors may vary depending on the origin and nature of the emergency.



# DAVEY SAFETY PROGRAM

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If you are a young worker, you must treat your more senior co-workers, foremen, supervisors, and managers with care and respect. You must also respect your work and learn to identify hazards in the workplace. Learn and follow Davey safe work practices to prevent hazards from becoming incidents.

Ask questions if you do not understand a task or instruction. Do not guess at the right way to perform a task. Follow instructions and ask for guidance when needed. Do not take short cuts as they lead to incidents and injuries. Do not repeat another's error or violation if you observe an unsafe act. Become part of the solution and not the problem. Work safely and encourage others to do the same. Remember that productivity stems from working safely and efficiently and by following best work practices and methods to maximize positive outcomes.

Think before you act! Read and follow the Davey Safety and Training Manual. Take ownership of your training through the Davey Career Development Program for your service line and job classification.

**Attitude**  
**Safety**  
**Knowledge**

## APPENDIX B

**Young Worker Safety** within the Green Industry is of particular concern due to the potential of injury in young workers' formative months on the job. More than 50% of young worker injuries occur within their first six months, many within the first month. Young workers are between the ages of 18 to 25 years old; at Davey this represents 40% of all new hires.

### Potential Challenges Posed by Young Workers:

- May be overly eager to impress their boss – they don't want to appear incompetent or incapable of performing a task, even if they need more time to learn how to do it properly.
- May not recognize many workplace hazards – they are told to be careful, but they might not be aware of what to be careful of.
- Are unfamiliar with many of the tasks they have to perform in their jobs and may require more training than older, more experienced workers.
- Take on tasks that may be beyond their physical ability – young workers often do not have the necessary work conditioning.
- May feel pressured to keep up with experienced workers – their perception might be that these workers are “older and slower”.
- May be reluctant to ask questions about the safety of work practices for fear of embarrassment or reprisals.
- Could have a false sense of invincibility that may lead them to overestimate their capabilities or underestimate risks. Young men, in particular, may be willing to take chances and ignore possible harmful consequences.
- May be unaware of their safety rights and responsibilities in the workplace.

### What Davey leaders and coworkers can do help young workers stay safe:

- Make sure the job fits. Jobs that require lengthy training or a high degree of skill and jobs that involve critical tasks or a lot of responsibility are probably not immediately appropriate. This is especially true for summer students who may be with Davey for a short period of time.
- Think like a young worker. How did you feel on your first few days on the job? What were your attitudes toward safety? How well did you receive instruction? Young workers, especially temporary ones, are also motivated differently than employees who expect to work for Davey for a long time. They may feel isolated from other workers and may, therefore, act more independently.
- Take more time and give more help – young workers may need more time, more help and more supervision than older, more experienced workers. You may also have to work harder to communicate effectively. Words make up less than 10% of a message. Be aware of body language, the tone of your voice, and other non-verbal communications.
- Treat young workers with the same care and respect you would want given to your own son or daughter.

# DAVEY SAFETY PROGRAM

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## APPENDIX A

**The Road to Zero** is the Company-wide goal of zero incidents, which means you and your fellow employees come home safe, day after day, month after month, year after year. Working incident free is not easy, and it will not happen overnight. The Road to Zero requires a commitment from all of us, from the chief executive officer to the newest employee.

*“It takes only one individual to provide vision, but it takes a team effort to achieve it.”*

As you continue on the Road to Zero, remember:

**Stay Focused.** Challenge yourself to stay focused on safety from the moment you leave your home to the time you return at the end of the day.

**Lead by example.** Work safely and be aware of any unsafe practices and bring them to the attention of fellow employees, foremen and/or supervisors.

**Celebrate your success.** As you work to achieve zero incidents, share your safe practices with fellow employees. Discuss the journey and what it takes to be safe year after year. Remember, safety is a value we can all live by.

**This We Believe About Safety:** The following article was presented in its original format in the January 1970 issue of The Bulletin. It speaks to the legacy and values of safety at Davey that are the foundation of The Road to Zero.

*This We Believe...*

*We believe* that all employees bear the unalterable responsibility for keeping out of harm’s way – that they owe this to themselves, their families, their fellow employees and to their jobs.

*We believe* that no person lives or works entirely alone. Each employee is involved with all employees, touched by their accomplishments, marked by their failures...

*We believe* that accidents are conceived in improper attitudes, and born in moments of action without thought. They will cease to be only when the proper attitude is strong enough to precede the act, because then the right attitude will create the awareness that controls the act.

*We believe* that the prevention of accidents is an objective which crosses all levels of rank, organization, and procedure.

*We believe* that freedom from harm is not a privilege but a goal to be achieved and perpetuated day by day.

*We believe* that the elimination of injury and pain through accidents is a moral obligation upon which the final measure of our performance directly depends.

## VIII. DRUG AND ALCOHOL TESTING

Davey recognizes that the future of the Company is dependent upon the physical and psychological health of all its employees. The misuse and abuse of drugs and alcohol poses a serious threat to the well-being and safety of employees, impairs their efficiency and judgment, and could damage customer property and goodwill, thereby injuring Davey Tree's reputation and standing in the community. Davey recognizes that it is the responsibility of both the Company and its employees to maintain a safe and efficient working environment, free from the effects of alcohol and drug abuse. Davey has therefore adopted a drug-free workplace policy of testing employees for pre-hire, reasonable cause, post-incident, and DOT compliance.

## IX. INCIDENT REPORTING AND INVESTIGATIONS

All personnel involved in an incident are to notify their Foreman immediately. After the scene is determined to be safe, the Foreman is to IMMEDIATELY obtain medical aid as needed then notify the Supervisor or District Manager. All injuries, general liability and auto incidents are to be reported in detail by the Supervisor or District Manager immediately upon notification and submitted to the Claims Section of the Corporate Safety Department within 0 to 24 hours. Incident investigations are to be conducted and reported within 24 to 72 hours.

## X. Safety Program Recognition and Compliance

### A. Safety Honor Road

Employees are recognized in the Davey Bulletin for their years of incident free work performance as members of the Safety Honor Road. Employees also receive incentives for safe performance through their respective service line.

### B. Road to Zero

The Road to Zero is the Company-wide goal of zero incidents, which means you and your fellow employees come home safe, day after day, month after month, year after year. See discussion of the Davey Road to Zero Journey in Appendix A.

### C. Safe Practice Violation Notices

Violating safety policies will result in appropriate disciplinary action. Disciplinary action includes verbal warnings, Safe Practice Violation Notices, written reprimands, suspensions, and termination of employment.

# DAVEY SAFETY PROGRAM

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- Davey Drug /Alcohol Abuse Policy (Standard and DOT)
- Job Hazard Identification, Planning, Control and Briefing
- Close Call Communication
- Worksite Setup
- Davey First Aid – CPR and Aerial Rescue Program
- Davey Defensive Driving Program
- Federal Motor Carrier Safety Requirements (DOT)
- Equipment Inspection and Maintenance
- Equipment Guarding
- Lock-out Tag-out
- HAZCOM, Pesticide Storage, Use and Care
- Storm Work Procedures

## Training of Supervisors

Supervisors have had previous on-the-job training in all phases of the work to which they are assigned. Further safety education and training is achieved through:

- Direct instruction and mentoring by experienced managers, supervisors and Safety Department representatives;
- Davey Learning Management System of on-line education;
- Periodic safety management meetings;
- Periodic safety leadership seminars;
- Conducting safety meetings;
- Periodic leaflets, pamphlets, and brochures supplied by the Company; i.e., weekly safety meetings, DOT compliance guides, technical journals, etc.;
- Assistance from Corporate Safety Department, Human Resources, and Davey Institute personnel.

## VI. HOUSEKEEPING

Good housekeeping is an integral part of any effective safety program. Keeping work areas neat and clean reduces the chances of incidents and injuries. Well-organized work areas also increase the ability of employees to perform their jobs efficiently. Each employee is responsible for keeping his/her work area neat and orderly.

## VII. MONITORING AND CORRECTING IDENTIFIED POTENTIAL SAFETY AND HEALTH CONCERNS

The Davey Safety and Training Manual addresses identified workplace hazards and the methods to be followed to control such hazards and contains policies and procedures dealing with safety issues. A copy of the Safety and Training Manual must be provided on each truck for training and reference.

All safety and health concerns are serious and should be brought to the attention of the supervisor and/or the safety department immediately when discovered to determine the degree of seriousness of the hazard and the appropriate steps to abate it.

## IV. COMMUNICATING WITH EMPLOYEES ABOUT SAFETY

### A. Open Door

Davey maintains an Open Door policy pertaining to all safety and personnel matters. Any employee coming forth with a specific concern may do so without fear of reprisal.

Every employee is encouraged to report any close calls and safety suggestions to his/her immediate supervisor or Safety Department representative. All such reports shall be welcomed by management and will be given due consideration for implementation and/or remedial action.

### B. Safety Meetings

Tailgate safety meetings are held weekly on documented topics provided by the Safety Department. Supervisors also should conduct quarterly safety meetings for all field personnel on topics pertinent to the operation.

### C. Safety Leadership Seminars

The Safety Department conducts multi-day, regional seminars for our management and supervisory personnel each year throughout North America. Topics covered (many in workshop format) include incident prevention, training techniques, team building, incident reporting and investigation, claims management, internal costing of insurance, substance abuse policy, motor carrier safety, equipment maintenance, and OSHA regulatory compliance. The intent of this program is to give our operations group the tools necessary to create, implement, and sustain a safety culture on a local level.

Committed, safety-minded crew leaders are critical to the success of the safety culture. Therefore, a variation of the aforementioned regional seminar is conducted at the crew leader level multiple times throughout North America. Attendees for this program are selected based on their ability to be a partner in safety to their manager and a mentor to the crew leader's peer group.

### D. Postings

- OSHA Safety and Regulatory posters will be posted on bulletin boards in office and shop areas of each Davey facility.
- OSHA Form 300A is maintained at every Davey facility.
- Emergency Action procedures are posted in office and shop areas.

### E. The Safety Page of the Davey intranet Portal, Davey Bulletin and Davey.com

The Safety Page of the Davey intra-net Portal provides access to safety staff directory, safety program information, resources, and policies. Published bi-monthly and given to each employee, The Bulletin includes articles and events that pertain to safety, as does the Davey website.

## V. SAFETY AND HEALTH TRAINING

Davey is committed to instruct employees in safe and healthful work practices. To achieve this goal, Davey will provide training to each employee with regard to general safety procedures and with regard to hazards and safety procedures specific to that employee's work assignment including, but not limited to, the following:

- *Davey Personal Excellence Safety Leadership*
- *Davey Career Development Program of Task-Specific Safe Work Procedures*
- *PPE Policy and Davey Safety Department Approved Equipment Selection*
- Hearing Conservation
- Fire Prevention



# DAVEY SAFETY PROGRAM

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## Incident Prevention Support and Administration

Administrative support staff provides safety-training materials, program compliance tracking, compliance reports to senior and operations management, tracks compliance with our Safety Violation Notice Policy, assists in seminar development, retains program records, and provides support services to the regional safety representatives.

Regional safety representatives are assigned locally across North America and are responsible for assisting field management and crews in implementation and maintenance of the Program. Their activities include, but are not limited to:

- Making certain that managers and supervisors are trained in workplace safety and are familiar with the safety and health hazard controls for the workplace of employees under their direct supervision;
- Making certain that employees are trained in compliance with this program;
- Instituting inspection, recognition, and evaluation of workplace hazards on a continuing basis;
- Developing methods for abating workplace hazards;
- Making certain that workplace hazards are abated in a timely manner.

## Motor Carrier Safety Support and Administration

Administrative support staff provides Driver Qualification File materials, reviews records and tracks DQ files, provides compliance reports to senior and operations management, monitors drug and alcohol testing, assists in compliance seminar development, retains program records, and provides support services to the Motor Carrier Safety Representatives

Motor Carrier Safety Representatives are responsible for assisting field management in regulatory compliance, driver qualification, vehicle inspection and driver safety training, and the Davey Defensive Driver Course. They also coordinate with the Equipment Department on motor carrier safety issues pertaining to the Fleet Maintenance program.

## Claims Management

Processes all workers' compensation, auto and general liability incident reports; monitors claims activity; reviews all reserves on a monthly basis; maintains all files of employees that are in Davey's Return to Work Program and candidates for Americans with Disability Act; acts as a liaison with the injured employee, the treating physician, the nurse and the field manager; maintains accurate physical job descriptions and videos illustrating each job classification; and coordinates between our Group Health Insurance Department and Human Resources Department regarding any employee wanting a job accommodation due to a disability.

## Safety and Loss Administration

Maintains current NCCI rate information, develops incident trending data, manages client prequalification safety information response process, ensures compliance with MCS (DOT) incident reporting requirements, and maintains risk management information database system including close call communications.

## D. Corporate Safety Committee

The Safety Committee is comprised of the President of the Company, all Vice Presidents of Operations, Treasurer, Corporate Risk Manager, and the Corporate Director of Safety who chairs the Safety Committee. The Committee meets to review and give input on safety initiatives, safety statistics, trends, and any other matters that are appropriate for Committee action.

# DAVEY SAFETY PROGRAM

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## I. DAVEY TREE'S COMMITMENT TO SAFETY AND HEALTH

Davey Tree is firmly committed to maintaining a safe and healthful working environment. To achieve this goal, Davey Tree has implemented a comprehensive Safety and Loss Prevention Program. It is designed to prevent workplace incidents, injuries, and illnesses.

## II. GOALS and OBJECTIVES OF THE PROGRAM

The Company's goal is attaining Zero incidents through identification and reduction of exposure to incidents. Davey Tree's Safety and Loss Prevention Program is designed to prevent injuries, illnesses and incidents in the workplace. The primary purpose of the program is to insure the safety and health of Davey workers, provide a safe and healthful work environment, safeguard our drivers, fleet, and the public, and to prevent property damage.

## III. RESPONSIBILITIES FOR SAFETY

All employees of Davey Tree are responsible for working safely and maintaining a safe and healthful work environment. All field management and employees are responsible for reading, understanding, and complying with the sections of this manual that pertain to their assigned work.

### A. Managers and Supervisors (All levels of Management)

The safety responsibilities of all management personnel include, but are not limited to:

- Vigorously promoting safety as an integral value of Davey Tree;
- Enforcing Company policies and making certain that all employees are trained in accordance with this program;
- Conducting inspections to recognize, identify and evaluate workplace hazards on a continuing basis;
- Assisting in abating workplace hazards;
- Making certain that workplace hazards are abated in a timely and efficient manner;
- Timely reporting and proactive investigation of incidents and claims;
- Actively participating in the appropriate resolution of claims and Return to Work Program for injured workers;
- Taking corrective measures toward prevention of incident reoccurrence.

### B. Employees

Every Davey employee is responsible for his/her safe work conduct. To achieve our goal of providing a safe and healthy workplace, everyone must participate and support Company safety policies.

Employees who witness an incident involving personal injury, regardless of how serious, must report it to his/her supervisor **immediately**.

- Failure to immediately report injuries is a violation of Company policies for which violators may be subject to disciplinary action up to and including termination of employment.

### C. Safety Department

The Safety Department is charged with assisting operations management in creating, implementing and sustaining the Davey Safety Culture. The Corporate Director of Safety is responsible for the overall implementation and maintenance of The Davey Tree Safety Program. There are four principle sections within the Safety Department, all of which report to the Corporate Director of Safety. The department is structured and functions in the following manner:



**Appendix A – The Road to Zero**

**Appendix B – Young Worker Safety**

**Appendix C – Facilities Emergency Action Plan**

**Appendix D – Facilities Hazards and Controls**

**Appendix E – Davey Personal Excellence**

**Appendix F – Critical Violations = Critical Penalties**



## **Davey Safety Program**

- I. Davey Tree's Commitment to Safety and Health**
- II. Goals and Objectives of the Program**
- III. Responsibilities for Safety**
- IV. Communicating With Employees About Safety**
- V. Safety and Health Training**
- VI. Housekeeping**
- VII. Monitoring and Correcting Identified Potential Safety and Health Concerns**
- VIII. Drug and Alcohol Testing**
- IX. Incident Investigations**
- X. Safety Program Compliance and Recognition**
- XI. Safe Practice Violation Notice Policy**

# Introduction and Purpose of the Davey Safety and Training Manual

The purpose of this manual is to provide Davey employees with access to current Davey Safety and Operational Procedures and information. This manual also serves as a reference for Safety and Operational training and is designed to be used in conjunction with the Davey Career Development Program (CDP). The content of the Manual incorporates the ANSI Z133 Safety Standards for Arboricultural Operations and applicable OSHA Standards. While some of the materials included are specific to certain service lines, much of the material in this manual is broad in scope and touches upon multiple service lines and operations.

The materials compiled in this manual were current at the time of publication. Updates may be distributed for insertion into the manual as required, through the Davey Tailgates and posting on the Davey Portal Safety page. When using or referencing the Manual, first check the Davey Portal Safety page for any updates and insert all Davey Tailgates in the appropriate location in the Manual.

This Manual is owned and copyrighted by The Davey Company and is intended for the sole use of Davey employees during the course and scope of their employment with Davey. This manual may not be distributed, modified, or reproduced in whole or in part without the prior written permission of the Davey Corporate Safety Department. This manual may not be used by anyone other than Davey employees or for any purpose not specifically indicated above. Any other use is strictly prohibited. The Davey Company and its affiliates, agents and employees will not be responsible or liable for any use not specifically described herein and anyone using this Manual without permission or for any purpose not specified above will indemnify and hold Davey harmless from any claims or losses resulting from any such use.

Please address any questions, comments, or suggestions regarding the material in this manual to the Davey Corporate Safety Department.

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Distribution – Company Wide

## STATEMENT OF SAFETY POLICY

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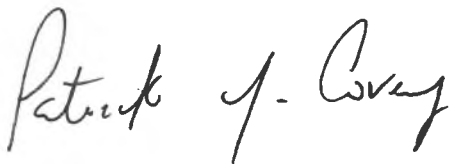
Safety is the most important core value of The Davey Company and is deeply rooted within our culture. Our dedication to safety emphasizes the fundamental respect we have for our employees, clients, the public and the environment. No task is so important and no service so urgent that it cannot be done safely.

Prevention of incidents is an obligation which crosses all levels of rank, organization and procedure. All Davey Management is responsible for providing an environment where our work can be carried out safely. Rigorous adherence to the Company Safety Policies is critical to assure that employees understand, implement and enforce Company safe work practices in accordance with federal United States OSHA or Canadian OSH standards.

Freedom from harm is not a privilege but is a goal to be achieved and perpetuated day by day. As a Company, we will provide for the safest possible conditions through advanced training, education and compliance monitoring. We are uncompromising in requiring that every Davey employee be a participating member of the safety team and relentless in their efforts to improve safety conditions by reporting hazards, enforcing safety policies and supporting employee engagement.

A commitment to our Statement of Safety Policy and the pursuit of the elimination of injury and pain through incidents is part of every employee's condition of employment with Davey, and is also a moral obligation we share with our Davey teammates to assure that we return home safely.

Sincerely,



Patrick M. Covey  
President and CEO



## Davey Tree Expert Company 2021 Safety Tailgate Schedule

	<b>G</b> General Safety	<b>A</b> Arborist Utility/ Residential	<b>GL</b> Grounds Maintenance/ Landscape Services	<b>SS</b> Shop Safety	<b>SO</b> Specialty Ops Asset Mgmt/ Comm Const/ Consulting	<b>E</b> Environmental	<b>M</b> Management
<b>January</b>							
2	<b>G247</b> Purpose and Use of Tailgates					<b>E131</b> What Happens in an EPA Inspection 1	<b>M33</b> Motivation for Safety
9	<b>G291</b> All Stop					<b>E132</b> What Happens in an EPA Inspection 2	
16	<b>G207</b> First Aid Kits						
23	<b>G266</b> Job Briefings			<b>SS07</b> Exits and Escape Routes			
30	<b>G284</b> Lone Worker Safety						
<b>February</b>							
6	<b>G293</b> Extreme Weather	<b>A262</b> Aerial Lift Safety				<b>E19</b> HazCom – Part 1	<b>M35</b> Circle of Safety
13	<b>G87</b> Working in the Power Zone		<b>GL155</b> Shop Safety			<b>E20</b> HazCom – Part 2	
15	<b>G273</b> Workplace Violence	<b>A61</b> Work Procedures around Electric Hazards					
20	<b>G150A</b> Wildfire Prevention			<b>SS04</b> Compressed Gas Cylinders			
27	<b>G150B</b> Wildfire Suppression <b>G102</b> Portable Fire Extinguishers				<b>TBD</b> Substation Entry		
<b>March</b>							
6	<b>G20</b> Hearing Conservation	<b>A104</b> In-feed Chipper Operations		<b>SS01</b> Overhead Crane Safety		<b>E156</b> Working with Pesticides and Herbicides	<b>M29</b> Heat Related Illness Prevention
13	<b>G280</b> Tick-borne Diseases	<b>A230</b> Lodged Tree Hazard Assessment					
20	<b>G282</b> Dog Bite Safety		<b>GL20</b> Clean-up Operations				
27	<b>G292</b> Wildlife Safety <b>G254</b> Peer Gear Inspection						
<b>April</b>							



## Davey Tree Expert Company 2021 Safety Tailgate Schedule

3	G268 Heat Illness						E131 Migratory Bird Treaty Act	M31 Situational Awareness and Workplace Violence
10	G228 Poison Ivy/Poison Oak G163 Preventative Equipment Maintenance G244 Distracted Driving	A165 Electrical Hazard Abatement	GL158 Landscape Trailer Safety	SS05 Electric Cord Safety		SO02 ATV/UTV	E132 Pollinator Protection	
17								
24	G253 Daily Dispatch G295 Active Shooter		GL05 Manual Tree Planting					
May								
1	G271 Heat Illness	A281 Aerial Lift Fall Protection					E133 Corporate Responsibility	M30 CDP Best Practices
8	G296 Urban Work Safety G276 SPVN	A274 Tree Height and Strike Zone Safety						
15	G171 Drugs and Alcohol in the Workplace G242 Traffic Control – Sign Set-up		GL156 Zero-turn Mower Safety					
22	G134 Emergency Response General	A62 Emergency Response Climber Aloft						
29	G269 Railroad Safety G121 Young Worker Safety							
June								
5	G289 Heat Illness Quiz						Annual HazCom/Hazmat Recurrent Training	TBD
12	G231 Vehicle Inspection	A217 Precision Tree Felling	GL08 Gas Powered Hedge Shears					
19	G49 Seat Belts		GL03 Lawn Mower Safety	SS06 Forklift Safety				
26	G234 PPE G278 Warm-up and Flexibility Exercises	A105 Sectional Tree Removal 1						
July								
3	G297 Hazard Awareness (General)	A106 Sectional Tree Removal 2					E134 Pesticide Overexposure	M34 Error Perception





## Davey Tree Expert Company 2021 Safety Tailgate Schedule

	<b>G256</b> Insects, Spiders, and Snakes	<b>A111</b> Storm Work Emergencies				<b>E135</b> Spill Response	
	<b>G286</b> Spotter Safety		<b>GL157</b> Trimmers and Brush Cutters				
<b>24</b>	<b>G290</b> Heat Illness Scenario <b>G80</b> Controlling Hazardous Energy						
<b>31</b>	<b>G208</b> Underground Utilities <b>G81</b> Ladder Safety						
<b>August</b>							
<b>7</b>	<b>G283</b> STAAAR Self-check		<b>GL151</b> Golf Carts			<b>E41</b> Handling Drums of Hazardous Materials 1 <b>E42</b> Handling Drums of Hazardous Materials 2	<b>TBD</b>
<b>14</b>	<b>G285</b> Effective Communication	<b>A252</b> Chain Saw Starting		<b>SS08</b> Air Compressor Safety			
<b>21</b>	<b>G107</b> Electrical Hazard Safety	<b>A254</b> Peer Gear Inspection					
<b>28</b>	<b>G248</b> Exposure vs. Injury	<b>A255</b> Chain Saw Kickback					
<b>September</b>							
<b>4</b>	<b>G233</b> Backing Safety for Drivers		<b>GL161</b> Walk-behind Aerators			<b>E137</b> Safety Data Sheets	<b>TBD</b>
<b>11</b>	<b>G279</b> Alcohol and Drug Policy						
<b>18</b>	<b>G7</b> Back Injury Prevention	<b>A123</b> Mobile Crane Operations					
<b>25</b>	<b>G210</b> Wildlife Collisions	<b>A59</b> Safe Chain Saw Use in Trees					
<b>October</b>							
<b>2</b>	<b>G260</b> Roadside Inspections		<b>GL30</b> Leaf Blowers				<b>TBD</b>
<b>9</b>	<b>G184</b> Lane Changes <b>G174</b> Confined Spaces						
<b>16</b>	<b>G135</b> Tailgating - Following too Closely			<b>SS03</b> Servicing Heavy Equipment			
<b>23</b>	<b>G73</b> Protecting Your Hands	<b>A12</b> Safe Climbing Procedures					
<b>30</b>	<b>G294</b> Lithium Ion Batteries	<b>A281</b> Aerial Lift Fall Protection				<b>E74</b> Emergency Evacuation	
<b>November</b>							



## Davey Tree Expert Company 2021 Safety Tailgate Schedule

13	G116 Preventing Slips, Trips, and Falls G263 Skid-steer and Mini-loader Safety G259 Cold Weather Operations	GL09 Snow Plowing			E97 Evacuation Practice	TBD
20	G209 Driving in Severe Weather	GL159 Snow Throwers				
27	TBD Radio Frequency Radiation					
December						
4	G275 A Mirror				E14 Respiratory Protection Part 1 E14 A Respiratory Protection Part II	M36 High-Reliability Organizations
11	G272 Flawed Defenses					
18	G70 Infectious Disease	GL162 Snow Shoveling				
25	G119 This We Believe About Safety G264 Early Return to Work					



# Safety & Training Tailgate

## The Purpose and Use of the Safety Tailgate Program

**Individual technician has exposure to the tailgate topic, a meeting must be conducted for that tailgate, even if the exposure is not a usual part of operations. All employees must review at least one tailgate per week.**

### How do you conduct a successful safety tailgate meeting?

*Read it to them and they will forget—engage with them and they will understand.*

Safety tailgates are informational in nature and are designed to encourage interaction among crews. All participants should be involved in the process—crew members, sales representatives, and managers/supervisors. Make the meeting meaningful by encouraging discussion, and leading demonstration and skills practice if the topics allows. The meeting leader should prepare in advance to facilitate an effective discussion.

An effective tailgate meeting will typically run from fifteen to thirty minutes, depending on the topic. Ensure all participants fully understand the dialogue by engaging the group with questions. Any skills discussed in the tailgate can be verified in the field during a job observation. *Note*, during storm work, safety meetings should be conducted daily to ensure all close calls and hazards are communicated in a timely manner. Davey Safety Tailgates are a keystone of the Safety Program, and a guidepost on the Road to Zero. If you have any comments or suggestions regarding the safety tailgates or the safety meeting process, please direct them to:

Morgan Browning  
Corporate Safety Support Specialist  
Morgan.Browning@Davey.com



You're getting ready to head out to your first job site of the day. You're dressed in your PPE and the equipment is loaded up and ready to go. Your crew already knows it's going to be a busy day, and you're all revving to get the job done. But alas, it's time to group up and go over the weekly safety tailgate.

"Why are we doing these anyway?" you may ask yourself as you think about the busy day ahead. Tailgates provide two important benefits:

- continuing education to professional tree care workers and
- a means of documenting training for regulatory compliance.

The safety tailgates equip employees with the knowledge to do their jobs safely and effectively. Growing in this industry requires a continuous learning process. New employees benefit from the deep dive into topics they may have some or no familiarity with, and long-standing employees benefit from the professional development and safe work practice reminders.

### What safety tailgates do I need to review?

Starting 2020, there will be a new organization to the tailgate topics. You will see more tailgate categories, including the following:

- G** General
- A** Arborist (Utility and Residential)
- GL** Grounds Maintenance / Landscape Services
- SS** Shop Safety
- SO** Special Operations (includes Utility Vegetation Management, Asset Management, and Environmental Consulting)
- E** Environmental

All crews must conduct meetings for the general and environmental topics. Otherwise, **if your crew or any**





## All Stop/Time Out

### What is an All Stop?

Sometimes, one of the safest things you can do to protect both yourself and others on a job site is to call an All Stop.



All Stop is a critical Davey Personal Excellence tool for the prevention of incident and injury. It is the complete cessation of all work activities on a job site and is brought about when an employee shouts "All Stop", "Time Out", or blows one long whistle blast. All Stop is used when there is a concern for the safety of those present at the job site.

### Who calls an All Stop?

All employees, regardless of age, experience level, position, or any other factor, have the right and responsibility to call an All Stop if they believe current work practices or conditions may result in an incident.

### What do you do when an All Stop is called?

1. Stop all activity in a safe manner and take Time Out.
2. Place all equipment in a safe location and condition.
3. Notify your immediate supervisor of the All Stop and the reason behind it.
4. Get help from others to evaluate risk and develop and implement a plan to safely complete the work. Before work activities recommence, the team must complete an *additional Job Briefing* to note any changes in recognized hazards and work approach or reaffirm the original job assessment and plan.

### Why call an All Stop?

Calling an All Stop indicates that the employee thinks or *feels* the job site or work operations have become unsafe. Employees may call an All Stop if:

- They see an unsafe practice or flawed defense
- The situation is unfamiliar
- They are unsure of the task at hand
- They observe work practices or results that differ from what they expect
- They have a "gut feeling" that something is not right.

### Examples of Davey employees using All Stop:

- *A crew member was on a ladder trimming on a shrub. One of the other crew members noticed the*



- *ladder becoming unstable and called an All Stop. The crew member descended the ladder and it was re-stabilized before continuing work. An additional crew member stayed and assisted with the ladder to ensure that it would not happen again.*
- *A crew was about to start work at a property when the crew noticed a strong odor of natural gas coming from the gas meter and called an All Stop. They notified the homeowner and the utility company immediately came out to check the meter. There was a confirmed gas leak at the meter.*
- *A crew member noticed a supervisor was running a chainsaw left-handed and blew his whistle to call an All Stop. The crew discussed proper hand positioning when using chainsaws as well as the potential for kickback.*

Crews with a strong culture of safety respect each employee's concerns and experience so that all employees will feel comfortable using the All Stop/Time Out tool. Be supportive of your coworkers after an All Stop/Time Out is called, even if no hazards are identified. Using this tool is an example of *actively caring*. Employees should have no reservations about calling an All Stop/Time Out, and work should only recommence when each employee feels safe with the work plan. Sometimes, this may mean determining whether a safer plan exists.

### Avoid These At-Risk Practices

- Dismissing contrary evidence or points of view
- Discounting the concerns of less experienced individuals
- Not seeking help from more experienced persons
- Not asking for help for fear of embarrassment
- Emphasizing "who's" right instead of "what's" right



**December 17, 2019**

**All Residential Commercial Managers and Supervisors**

**Re: Residential Commercial Arborist Training**

At Davey and our family of subsidiary companies, safety is a core value. We view effective training as fundamental to a safe, efficient, and productive workforce. It is our intent to ensure a safe workplace for all of our employees and to comply with all applicable OSHA regulations and the ANSI Z133 Standard Safety Requirements for Arboricultural Operations.

In order to help attain these goals, we have developed the Davey Career Development Program (CDP) for Residential Arborist Training. Participation in this training is mandatory for all of our Residential Commercial field employees.

This program was designed to certify and document that each employee has learned and demonstrated proficiency in the safe work procedures required of a Qualified Residential Arborist. The CDP and associated Monthly Training Reports constitute evidence of Davey safety and skills training for regulatory agencies as well as existing and prospective clients.

Our Managers, Supervisors, and Crew Leaders are, with the assistance of our team of regional safety professionals, responsible for the local implementation and oversight of the Career Development Program. The progress of training within each operation is monitored via monthly training compliance reports which are distributed and available to all managers through the *Qlikview* link on the Davey Portal.

If you have any questions please feel contact me to at 330-673-9515, extension 8275.

Sincerely,

Joseph F. Tommasi  
Vice President, Corporate Safety

## **Career Development Program Instructions for Arborist A Training**

### ***Manager's Responsibilities***

1. Welcome your new employee and introduce him/her to his supervisor. Review the Career Development Program and access to the Davey Extension Lessons available on the Davey Learning Management System.
2. Issue this *Residential Arborist A Training and Proficiency Certification Booklet* to the employee.
3. Explain Davey's expectations and the job responsibilities of this job classification.
4. Regularly verify the employee's demonstrated proficiency progress during the training process in the field during job observation and crew interaction. Give the employee and crew leader constructive feedback on observations, progress and goals.
5. Collect this booklet from the employee when crew leader and employee state that the training is complete; review for accuracy and sign certifications.
6. Keep a copy of the completed booklet in your local employee file and send the original completed certification to the Corporate Safety Department in Kent.

### ***Employee's Responsibilities***

1. Understand the education and training requirements provided to you. You must take ownership of your training and development.
2. Master the skills required of a residential arborist.
3. You are responsible for maintaining the Career Development booklet and for completing the required training documentation with your crew leader.
4. This booklet is to remain with you on the crew to which you are assigned and delivered to your Manager upon completion.
5. The Davey Residential Tree Care Extension Lessons should be completed when you attain Arborist A, consider taking additional Extension Lessons on other topics to further your knowledge.
6. Several crew leaders may participate in your training. This booklet is designed to let each crew leader know where you are in your skills development and what skills you still need to learn.
7. Your training need not proceed in the order presented in this booklet. Categories will be checked off in the order you demonstrate your proficiencies.
8. Take pride in your development as an employee. You are expanding your role in a noble trade and furthering a great career as a Residential Arborist at Davey Tree.

### **Crew Leader's/Trainer's Responsibilities**

1. Educate and train the employee in the required proficiencies outlined in this Career Development booklet.
2. Initial and sign off on the checklists in the order that the employee demonstrates skills and proficiencies in the various categories. Physical skills shall be verified by observation during the normal course of work. Understanding of policies and procedures shall be verified through oral explanations or by answering pertinent questions posed by the trainer. A pattern of competence shall be established before any category is approved.
3. This booklet is designed to help crew leaders further the training of employees by establishing and listing the skills required of your employee.
4. Several crew leaders may have a part in each employee's training. This booklet will tell each crew leader how far along an employee is in his training, as well as what he still needs to learn.

Take great pride in each residential arborist's development and your opportunity to help them. Pass along your knowledge and skills in a professional manner.

**THE DAVEY TREE EXPERT COMPANY**  
their affiliates, parents, and/or subsidiaries

**SUBJECT: Alcohol/Drug Abuse Policy**  
**REVISED: August 17, 2020**

**POLICY STATEMENT**

In order to promote the safety of Davey Tree employees and ensure proper service to our customers, this policy has been adopted and implemented for operations in the United States of America. It is the policy of the Company that employees shall not engage in or be involved with the use, possession, sale or transfer of any drug or narcotic on Company property or customer property, or during their working hours which may impair their ability to perform assigned duties or otherwise adversely impact the Company's business. Further, employees shall not possess or consume alcohol on Company property or during their working time. Nor may an employee report to work or be at work under the influence of alcohol, any drug, or narcotic, regardless of when consumed.

**APPLICABILITY**

This policy shall apply to all Davey Tree employees. For employees' subject to Federal Department of Transportation alcohol and drug testing rules, this policy shall apply except in those situations where there is a conflict between this policy and with Davey Tree's Alcohol and Drug Testing Policy for CDL Drivers and/or Pipeline workers. Davey Tree also reserves the right to apply all or a portion of this policy to contractors or employees of third parties working on Davey Tree premises.

Davey Tree operates in a safety sensitive work environment with operations in multiple state and local jurisdictions. This policy is intended to apply to all operations and to comply

with Federal law but may be subject to rules that differ depending on such state or local laws that may be more stringent than Federal law. Davey Tree also participates in a number of state Drug-Free Workplace programs, and this policy is subject to the requirements of such programs where applicable. Supervisors in those affected states who have questions over the applicability of this policy should contact Davey Tree's Designated Employer Representatives (DER's) in the Corporate Safety Department, or the Vice President Corporate Safety, or his/her designee in advance of acting under this policy.

## **POLICY IMPLEMENTATION**

### **I. INTRODUCTION**

- A. Employees are expected to report for work and remain at work in condition to perform assigned duties free from the effects of alcohol and drugs.
  - 1. Alcohol and/or improper drug use and resultant physiological effects represent a threat to the health and safety of employees, presents a risk of harm to personnel, the public, equipment and other assets, could impede our ability to serve customers and compete in the marketplace, and could cause extensive damage to the Company's reputation and community standing.
  - 2. Any use or involvement with alcohol and/or drugs which adversely affects the safety, performance or efficiency of the work place or the work environment will not be tolerated.
  - 3. Off-the-job drug activity or alcohol abuse which could have an adverse effect on an employee's job performance or which could jeopardize the safety of other employees, the public, Company equipment or the Company's reputation and relations with its customers or the public will

not be tolerated. Employees who engage in the possession, selling, distributing or manufacturing of alcohol and/or illegal drugs are subject to permanent termination of employment.

4. While the Company considers alcoholism and drug addiction to be treatable illnesses, absences directly or indirectly caused by the use of alcohol/drugs, except for the specific purpose of Company-approved treatment or follow-up care, will not be excused.
5. The Company requires employees to immediately report all work related personal injury, vehicle, environmental, and property damage incidents to their supervisor, and it encourages the reporting of “close calls” near-incidents to their supervisor. This policy shall not be implemented in any manner that would retaliate against employees for reporting such incidents.
6. If an employee is involved in a work-related incident or a “near incident,” (see Section V.B. below) he or she may be subject to alcohol and/or drug testing under this policy. Due to the safety sensitive nature of the Company’s business, deterring and preventing incidents that may result from alcohol and/or drug use is an essential component of the Company’s safety strategy. If this test reveals alcohol and/or drug use, or intoxication, the employee will be subject to disciplinary action up to and including permanent termination of employment and the Company will seek to deny any Workers’ Compensation or Unemployment Compensation payments,



or entitlement to continuing medical insurance coverage under COBRA that the employee would otherwise be eligible to collect or to participate.

B. Illegal drugs are those drugs defined as illegal under federal, state or local laws which include, but are not limited to:

- marijuana (Illegal under Federal law in all of the USA)
- heroin
- hashish
- cocaine
- hallucinogens
- depressants, stimulants (specifically including methamphetamines) and any other controlled substance not prescribed for current personal treatment by an accredited physician

This policy also applies to the use of so-called “designer drugs” meaning the modifications to the molecular structure of a legal or an illegal drug, or the synthesis or modification in the molecular structure of a substance(s) resulting in narcotic or other affects (i.e. bath salts, spice, etc.).

C. “Alcohol” includes beer, wine, malt beverages, and other intoxicating liquors, along with ethyl, methyl, isopropyl alcohol or other low molecular weight alcohols.

D. Prescription Medication

1. Use in accordance with the instructions within the last twelve (12) months of a licensed physician of a controlled substance, an alcohol-based medication, or any other medication that may affect an employee’s ability to perform his/her job will be permitted only if the Company has received reasonable assurance from a healthcare provider that the medication will not adversely affect the employee’s ability to safely perform the

requirements of his/her job. All prescription drugs must be maintained in their original containers.

2. Davey Tree does not consider the use of recreational or medical marijuana to be compatible with the highly safety sensitive nature of the Company's work practices or Federal law. The majority of Davey Tree positions involve safety sensitive functions. Impairment from marijuana has in the past and can lead to serious injury or death to the impaired employee or third parties. For Davey Tree employees subject to federal DOT drug testing requirements (including drivers, mechanics, persons maintaining pipelines and other workers), marijuana remains a Schedule I controlled substance regardless of the reasons for use. Davey Tree will continue to treat these employees under federal law regardless of differing marijuana laws in states where they live or work. Even in states that have adopted legal recreational or medical marijuana statutes, Davey Tree believes that such use constitutes a work hazard and will not accommodate such use unless directly required by applicable law. In all other circumstances, Davey Tree will consider drug tests revealing use of marijuana and its components, to constitute a "positive" test result under this policy, even in the absence of evidence of possession, use or intoxication while at work. Under no circumstances may Davey Tree employees work while impaired, or possess or use marijuana on the job, regardless of their possession of a medical marijuana prescription. However, Davey Tree encourages employees with questions about this policy, or those whose physicians

have recommended use of medical marijuana to discuss this issue with the Company's Designated Employer Representative (DER) 1-330-673-9511 ext. 8242 at the Corporate Safety Department in advance of beginning use of marijuana. Davey Tree will analyze the particular circumstances and provide the employee with guidance regarding the legal and Davey Tree policy impacts of such use.

3. Failure to observe this requirement may subject the employee to disciplinary action. The Company reserves the right to seek additional confirmation of the effects of such prescription drug use. The employee must disclose such drug use to the Company before working while using such drugs which may adversely affect the employee's ability to perform their essential and/or safety related job functions.

## **II. USE OF AN EMPLOYEE ASSISTANCE PROGRAM**

- A. Employees who are experiencing problems with alcohol or drugs are urged to voluntarily seek assistance through an Employee Assistance Program to resolve such problems before they become serious enough to require management referral or disciplinary action. The Employee Assistance Program may be contacted by calling Davey Tree's Human Resources Department.
- B. Self-referral to an Employee Assistance Program (EAP) for an alcohol/drug problem is encouraged by the Company and will not by itself be considered a violation of this policy.

However, participation in an EAP will not:

1. Prevent normal disciplinary action based on a Company rule violation(s) (including use or possession of drugs or alcohol absenteeism, incidents, refusal to submit a drug or alcohol test, or other disciplinary violations) which may have already occurred;
2. Relieve an employee of the responsibility to perform assigned duties in a safe and efficient manner.

### **III. CONSEQUENCES OF ABUSE**

#### **A. Drug Abuse:**

The use, consumption, sale, transfer or possession (for example, on the person, in a tool box, desk or vehicle) of an illegal drug, or abuse of a legal drug while on the job, including rest periods and meal periods, or on Company property or on the property of a customer is prohibited and may result in immediate and permanent termination of employment and criminal prosecution. Any illegal drugs found will be turned over to the appropriate law enforcement agency.

#### **Alcohol Abuse:**

The use, consumption, sale, transfer or possession (for example, on the person, in a desk, tool box or locker) of alcohol while on the job, including rest periods and meal periods, or on Company property or the property of a customer is prohibited and may result in immediate and permanent termination of employment.

1. For all employees, alcohol consumption is prohibited during their working hours, including rest periods, meal periods, call outs, and any other work period, including but not limited to, emergency or off-hour calls.

2. The possession of a sealed container of alcohol in a personal vehicle on or off Company property which is not intended, for consumption during working hours or on the property of the Company or a customer is not prohibited by this policy, provided such possession is in compliance with Federal DOT, state and local laws.
3. The level of alcohol deemed to violate this policy shall be established as the Federal DOT thresholds or state thresholds if more stringent.

B. Fitness for Duty

Any employee who is unfit for duty as a result of the use of any alcohol or drugs will be subject to discipline including permanent termination.

1. For the purpose of this policy, an employee is considered unfit for duty when in the judgment of the employee's foreman or supervisor, after observation of the employee, the employee's ability to perform his or her job safely and effectively is impaired.
2. Any employee, in any job, who is perceived to be unfit for duty will be immediately removed from service and evaluated by medical personnel, if reasonably available. Management will take further appropriate action in coordination with the Davey Designated Employer Representative or the Vice President Corporate Safety, or his/her designee based on medical information, history, and other relevant factors, such as performance, record of disciplinary actions, etc.
3. Call Outs

- a. Employees scheduled to be on call are expected to be fit for duty upon reporting to work. An employee scheduled to be on call who is called out and is perceived to be under the influence of any alcohol or drugs will be immediately removed from service and evaluated by medical personnel, if reasonably available. Management will take further appropriate action as set forth in Section C.2 above.
- b. An employee not scheduled to be on call that is called out and is unfit for duty, must so advise his/her supervisor and will not be required to report to work. An employee not scheduled to be on call but who is called and who reports to work and is perceived to be unfit for duty will not be allowed to work. Further action will be based upon history, such as frequency of such incidents, referrals to Employee Assistance Program, etc.

#### **IV. CONSEQUENCES OF POSITIVE TEST RESULTS**

- A. In cases where a test indicates illegal drug use, or alcohol and/or drug abuse, the following steps will be taken.
  - 1. In the case of a first-time positive result on an alcohol/drug test, the following steps will be taken.
    - a. The employee will be suspended without pay. The determination of whether any disciplinary action, including permanent termination of employment, will be imposed upon the employee will depend upon the Company's judgment with regard to the

employee's performance, conduct and other surrounding circumstances, including but not limited to any evidence that the employee used, sold, transferred, possessed, or consumed alcohol or illegal drugs while at work, or was under the influence during working time.

- b. If the employee's employment is not terminated, he/she will be required to seek assessment for appropriate treatment for alcohol and/or drug abuse at their expense from a recognized substance abuse professional and/or institution. Refusal to do so will be considered insubordination and will subject the employee to permanent termination of employment. The employee must communicate with the Designated Employer Representative to learn what substance abuse professional assessment and treatment resources are available. The employee will be required to cooperate with the Davey DER, and to provide him/her with documentation from the provider confirming treatment as required by the substance abuse professional who performed the assessment.
- c. In order to retain employment, the employee must submit a negative test result in a screen administered by the Company within a period 30 day from the date of suspension (unless otherwise restricted by applicable law). If the test result is positive or if the employee fails to submit to a test within this 30-day



period, the employee will be subject to permanent termination of employment. If, after achieving negative test results within such 30-day period, an employee is unable to return to duty for good reason (e.g., participation in a treatment program not yet completed) the time at which such employee shall return to duty may be extended by the Company beyond the 30-day period.

- d. An employee may be allowed to return to duty upon receipt by the Company of a negative test result if, in the opinion of the Davey Designated Employer Representative, and management, he/she is fit for duty. The Company reserves the right to require certification of completion of treatment from a recognized substance abuse professional giving reasonable confidence that the employee can perform his or her job without impairment before he or she is returned to duty.
- e. The Company will work with the employee to accommodate the need for follow-up treatment and care (i.e., AA or NA participation). Any such accommodation provided must be reasonable, and not unduly interfere with job duties.
- f. To the extent permissible by law the employee must agree to additional unannounced alcohol and/or drug tests at the employee's expense during the next 12 months unless a longer period is specified by a Substance Abuse Professional. The timing of these

tests will be determined by the Davey Designated Employer Representative.

g. Employees (those offered the option of return to duty in accordance with the above procedure) who comply with the terms of this policy shall not have additional adverse employment action taken against them as the result of the positive alcohol or drug test.

1. Employees who test positive on an alcohol or drug test and are cleared to return to duty by a Substance Abuse Professional, will be required to complete a Last Chance Agreement prior to returning to duty. This form states that any other violation of the Davey Alcohol and Drug Policy will result in immediate and permanent termination from the Davey Tree Expert Company and all subsidiaries.

2. Employees who have been suspended for a positive alcohol or drug test and allowed to return to duty, in accordance with the above procedure, will be permanently terminated from employment if any subsequent drug or alcohol test produces a positive result.

## **V. PERMISSIBLE ALCOHOL and/or DRUG TESTING**

As a means of detecting alcohol and/or drug use, the Company may conduct urine, breath, hair, saliva, blood and/or other recognized testing in the following circumstances:

### **A. Pre-Employment Testing**

As a routine part of the pre-employment application process for all job applicants.

If the drug screening procedures indicate the presence of illegal drugs or

controlled substances, such results will be considered in making the decision whether to employ the applicant. Applicants are to be given the drug screen after a conditional offer of employment is made. In the event of a confirmed positive test, the applicant will not be considered further for employment.

Additionally, where required by customer contractual obligations on the Company; Pre-Placement and Periodic Testing will be required of employees assigned to work for said customer.

1. In the event that an applicant tests positive on a Pre-Employment drug test, they may be re-considered for employment application at a later date upon voluntary and self-initiated completion of and compliance with the provisions of above Section IV. 1. A. The individual will be required to complete a Last Chance Agreement and to the extent permissible by law a Payroll Deduction Form to authorize the cost of Follow Up Testing to be deducted from their paycheck. Once the assessment paperwork, Last Chance Agreement and Payroll Deduction forms are all received and approved in the Corporate Safety Department, the individual may be considered as an applicant again.

B. Post-Incident Testing

A Post-Incident alcohol and drug test is required (where practicable and permitted by applicable state law) as part of the incident investigation into the circumstances involving:

- an on-the-job injury of an employee or third-party person that requires treatment at a medical facility (excludes treatment for exposure to poisonous plant, insect or animal bite and repetitive motion injuries such as carpal tunnel);
- a preventable loss or damage (in excess of \$350.00) to client, other private, public or Company property, equipment or vehicles.
- In addition to the incidents listed above, testing may be required in a “close call / near hit” incident or an environment incident with significant implications, or a situation where medical consultation, but no treatment is required.

All employees involved in the incident may be required to be tested for alcohol/drugs.

Testing will be applied in a neutral fashion to foster a safe work environment. No employee shall be tested or subjected to disciplinary action under this policy in retaliation for reporting an incident or close call/near hit incident.

No test specimens shall be collected prior to administration of emergency medical care.

The test specimens shall be collected as soon after the time of incident as practicable, but shall not exceed 8 hours for alcohol, 32 hours for drugs.

#### C. Reasonable Suspicion Testing

After obtaining the approval of the Davey Designated Employer Representative at the Corporate Safety Department, or the Vice President Corporate Safety, or his/her designee, alcohol/drug testing may be accomplished:

1. When an employee's foreman or supervisor after observation of an employee's behavior, appearance, speech, or body odors has reasonable cause to believe that the employee is unfit for duty due to suspected alcohol/drug use; or
2. Where there is reasonable suspicion based on reliable evidence of use or possession of alcohol, an illegal drug, or a controlled substance; or
3. When there is a noticeable deterioration in individual or group performance, a high rate of incidents or injuries, reliable information about drug involvement, and/or reasonable cause to suspect the use of alcohol or an illegal drug or controlled substance by an individual or individuals within a crew. Under such circumstances, all employees in the crew may be tested.

D. Random Testing

To the extent permissible by law the Company reserves the right to conduct unannounced random alcohol/drug testing at a location and frequency determined by the Company.

E. Follow-Up Testing

See Section IV.A. above

F. Employee Notification of Testing Lab Identity

If the employee requests the name and address of the laboratory that will test the specimen, the employee shall be provided with that information.

G. Refusal to Test

In any circumstance where the Company has determined that an employee has refused to submit to a requested alcohol or drug test, such refusal shall constitute grounds for permanent termination of employment. See Appendix for a listing of what is considered as a refusal to test.

**VI. EXIGENT CIRCUMSTANCES**

A. In order to protect the best interests of employees, the public, the Company and its customers, the Company will take reasonable measures to ascertain if alcohol or illegal drugs are located on or being used on Company property, customer property or during working hours. These measures will be taken where reasonable cause exists and the Company believes such measures to be justified and necessary. The measures that may be taken will include, but are not limited to the following:

1. Federal, state, and/or local authorities may be called upon to assist in an investigation.
2. Unannounced alcohol/drug test of individuals or groups of employees shall be conducted where reasonable suspicion exists, as defined in Section V.C. above. Refusal to participate in an alcohol/drug test will result in immediate removal from service and shall result in permanent termination for insubordination.

3. Searches of company property, facilities, or equipment may be conducted by authorized personnel.
- B. Except for searches of company property, facilities or equipment, the decision to use the measures described above, or other similar measures, must be approved by Davey Designated Employer Representative at the Corporate Safety Department, or the Vice President Corporate Safety, or his/her designee, after consultation with the Davey supervisor.

## **VII. CONFIDENTIALITY OF ALCOHOL/DRUG TESTING RESULTS AND POLICY ENFORCEMENT**

### **A. Legal Requirements**

1. In general, all employee and applicant medical information including drug testing results, must be treated as private and confidential, and cannot be disclosed to any person in the absence of business necessity. All drug and alcohol test results shall be maintained in confidential files separate from general employment records.
2. Facts and circumstances surrounding investigations or disciplinary action taken or rehabilitation treatment under this Policy shall be treated as confidential information. Supervisors shall not inform an employee's co-workers of the existence or results of any such investigation, and no person outside of Davey Tree (including but not limited to prospective employers of a former Davey Tree employee) shall be provided with this information by a supervisor.



3. These requirements shall not be violated, both Davey Tree and individual supervisors could be found liable for unauthorized disclosure of this information.

B. Exceptions

1. In some circumstances, this information can or must be provided to persons other than those directly involved with implementation of this policy. These include law enforcement officials, other Davey Tree supervisors with a need to know, representatives of Davey Tree's Workers' Compensation claims processor or other medical benefits provider, and information required by law to be transferred, such as subpoenas or transfer of DOT driver qualification file materials (unless otherwise required by law).
2. Any questions concerning such privacy and disclosure requirements should be directed to Davey's Designated Employer Representative at the Corporate Safety Department, or the Vice President Corporate Safety, or his/her designee before any disclosure is made.

The Company reserves the right to change this policy to conform to any and all federal, state and local laws. The Company further reserves the right to change this policy to conform to any requirements deemed necessary by Davey management or imposed upon the Company by any of its customers.

Nothing in this policy shall constitute a contract between the Company and any employee; nor shall anything in this policy modify any employee's at-will or other employment status.

Joseph F. Tommasi  
Vice President Corporate Safety  
August 16, 2020

## APPENDIX

### Informative

#### I. SUPERVISOR PROCEDURES FOR REMOVAL OF AN EMPLOYEE FROM SERVICE

##### A. Role of Supervisory Personnel

1. Each foreman and supervisor is responsible for taking appropriate action when he/she, based on observation or reliable evidence, believes an employee is unfit for duty as a result of the effects of alcohol/drugs.
2. Off-duty supervision may be called to the work location to assist under the situations listed below.

##### B. Reasonable Suspicion

When an employee is observed in a condition unfit for duty and the foreman or supervisor has reasonable cause to suspect the use of alcohol and/or drugs, the following steps will be taken in a sequence appropriate to the situation.

##### Procedure

###### Step 1:

- a. In the interest of safety, the foreman or supervisor will remove the employee from service immediately. The foreman will contact an appropriate supervisor who shall assume responsibility for complying with the remaining steps in this process.
- b. When possible, the foreman or supervisor will request another foreman or supervisor or other responsible employee to observe the employee.

Step 2:

- a. The supervisor will give the employee the opportunity to explain, in a location out of the presence and hearing of other employees, why he/she appears to be in a condition unfit for duty.
- b. Should the employee request that a fellow employee be present, the supervisor will comply, provided arrangements can be made promptly.
- c. The supervisor may ask but not accuse the employee of using or being under the influence of alcohol/drugs.
- d. The supervisor(s) will prepare a written statement including time, date, place, name of employee and description of the events giving rise to the questioning of the employee's behavior.

Step 3:

When, after giving the employee the opportunity to explain his/her, impaired condition, the supervisor still believes the employee is unfit for duty, the supervisor will contact the Davey Designated Employer Representative at the Corporate Safety Department, or the Vice President Corporate Safety, or his/her designee.

Step 4: Specimen Collection for Testing Procedure

- e. After receiving approval to test from the Davey Designated Employer Representative at the Corporate Safety Department, or the Vice President Corporate Safety, or his/her designee the supervisor shall take the employee to a location which is private and appropriate for the purpose of obtaining a sample from the employee. (Depending upon the circumstances, the supervisor may also transport the employee or have the employee transported to a medical facility) The supervisor shall take the

appropriate steps to secure the sample and shall arrange the immediate delivery of the sample to the testing laboratory. Any samples taken shall be done with regard to employee privacy and tampering safeguards. An appropriate chain of custody shall be maintained for all samples.

- f. After specimen collection is accomplished, the employee will be requested to sign the chain of custody form acknowledging the specimen(s) belongs to them and authorizing the release of the results to the Company.
- g. Should the employee refuse to participate in the requested screening, the supervisor shall advise the employee that he/she shall be subject to immediate and permanent termination of employment. The employee's refusal should be documented by the supervisor and the Davey Designated Employer Representative is to be notified.

### **What is considered a refusal to test?**

The following are some examples of conduct that constitute employee refusal to test:

- Failure to appear for any test after being directed to do so by your employer.
- Failure to remain at the testing site until the testing process is complete.
- Failure to provide a urine or breath sample for any test required by this policy.
- Failure to permit the observation or monitoring of you providing a urine sample (Please note tests conducted under direct observation or monitoring occur in limited situations. Most specimens are provided in private).
- Failure to provide a sufficient urine or breath sample when directed, and it has been determined, through a required medical evaluation, that there was not adequate medical explanation for the failure.
- Failure to take a second test when directed to do so.
- Failure to cooperate with any part of the testing process.
- Failure to undergo a medical evaluation as part of "shy bladder" or "shy lung" procedures.
- Failure to sign the Chain of Custody.
- Providing a specimen that is verified as adulterated or substituted.
- Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).

Failure to follow the observer's instructions [during a direct observation collection] to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.

Possess or wear a prosthetic or other device that could be used to interfere with the collection process.

Admit to the collector or MRO that you adulterated or substituted the specimen

Providing a sample considered to be too diluted to provide an accurate result

- h. When there is reason to believe that a particular individual has altered or substituted the specimen, and only when directed by the Davey Designated Employer Representative or the Vice President Corporate Safety, a second specimen shall be obtained as soon as possible under the direct observation of a collection site person of the same gender as the donor. Observed collections shall be conducted using the same clinical procedures applicable for DOT driver collections (49 C.F.R. § 40.67). All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.

#### Step 5: Removal From Service

- i. Should the supervisor have reason to believe that the employee is not fit for duty and needs to leave Company or customer property, the supervisor will make arrangements to have the employee transported to his/her residence or an appropriate location requested by the employee.
- j. Should the employee refuse transportation assistance, supervision should encourage the use of a taxi, ride sharing service, family member, or friend to drive the employee to an appropriate destination of his/her choosing.
- k. Should all transportation assistance be refused, and/or when the travel distance is too far to provide reasonable transportation, the employee will

be informed by supervision of the dangers of operating a motor vehicle in his/her condition and offered a place to remain under observation until his/her condition improves.

1. Should the employee make known his/her intention to drive his/her vehicle, from Company or customer property, supervision will inform the employee that local law enforcement officials will be notified.

(1) No force will be used by Company officials to stop the employee from leaving.

(2) When notifying local law enforcement officials, the following information should be given:

- Current location of the employee and his/her vehicle
- Name of employee
- License tag number
- Description of the vehicle
- Time and direction of departure
- Route the employee might drive

**C. Post-Incident Testing.**

In the event an employee is involved in an injury incident, other qualifying incident, or a “near-hit” incident, the supervisor will accomplish the following procedure as may be appropriate:

**Procedure**

Step 1:

- a. If the employee is injured in the incident, medical attention will be provided for the employee as soon as possible.
- b. The attending nurse/physician will be advised of the Davey’s requirement for a Post Incident Test and requested to collect a test specimen from the

employee and execute the Davey Chain of Custody for testing for the presence of alcohol and drugs. If the attending nurse/physician cannot facilitate a test specimen for Davey, the supervisor is to contact the Davey Designated Employer Representative to determine if a Davey authorized third-party specimen collector can be engaged to perform the test specimen collection and execute the Davey Chain of Custody. The test specimen collection for an injury incident, other qualifying incident, or a “near-hit” incident shall be completed as soon after the time of the incident as practicable, but shall not exceed 32 hours for drugs, and 8 hours for alcohol.

- c. No sample shall be collected in an injury incident until after necessary emergency medical care is administered.
- d. Testing will be applied in a neutral fashion to foster a safe work environment. No employee shall be tested or subjected to disciplinary action as retaliation for reporting an incident or close call/near hit incident.

Step 2:

- a. The employee will be requested to sign the Davey chain of custody form acknowledging the specimen(s) belongs to them and authorizing the release of the results to the Company.
- b. Should the employee refuse to undergo a requested alcohol/drug test, the supervisor will inform the employee that such refusal will result in immediate suspension without pay and may result in permanent termination of employment for insubordination.



- c. The supervisor will document the refusal in their separate reports and will notify the Davey Designated Employer Representative.
- d. The Company will be responsible for any costs related to the examination and testing of the employee.
- e. The Company will oppose a claim for workers' compensation benefits by any employee who violates this policy by testing positive for alcohol or drugs, or by refusing to submit to a post-incident screening test.

**D. Reasonable Suspicion of Alcohol/Drug Possession**

Employees are hereby instructed to notify supervision as soon as possible if they find suspected alcohol, drugs or drug paraphernalia on Company property.

If a foreman or supervisor observes or has reasonable cause to believe that the sale, use or possession of alcohol and or an illegal drug by an employee on the job or on Company or customer property has occurred, the following steps will be taken in a sequence appropriate to the situation:

**Procedure**

Step 1:

- a. The supervisor should remove the employee from service and notify the next level of Davey management, and the Davey Designated Employer Representative at the Corporate Safety Department for consultation and instruction.
- b. If more than one employee is involved, the employees should be separated from one another as soon as possible in order to facilitate later questioning.

**Step 2:**

The supervisor(s) and foremen are to document their knowledge of the incident as soon as possible. The signed and dated documentation of the incident is to be provided to the Davey Designated Employer Representative at the Corporate Safety Department.

**Step 3:**

Supervision will contact local law enforcement officials and follow their instructions as to handling any illegal drug found.

**THE DAVEY TREE EXPERT CO**  
**their affiliates, parents and or subsidiaries**  
**ALCOHOL AND DRUG TESTING POLICY FOR CDL DRIVERS**

**INTRODUCTION**

The Federal Government has mandated that drug and alcohol tests be administered under certain conditions for drivers of commercial motor vehicles operating on an interstate and intrastate basis. Simply put, any Davey Tree driver who is required to obtain a commercial driver's license (CDL) as a condition of employment is subject to the drug and alcohol testing regulations issued by the Department of Transportation and the Federal Highway Administration (49 C.F.R. Parts 40, 382, 383, 391, 392 and 395). This policy will be implemented as a supplement to the current Davey Tree Expert Company Alcohol/Drug Abuse Policy ("the Alcohol/Drug Abuse Policy"), and employees may be subject to additional testing, follow-up or disciplinary measures under that Policy.

This policy applies to The Davey Tree Expert Company and to all Davey Tree subsidiaries with drivers subject to DOT drug and alcohol testing.

**WHO IS TO BE TESTED**

All drivers of Davey Tree vehicles who carry CDLs, i.e., those licensed to drive vehicles that:

1. Have a GVWR of 26,001 or more pounds;
2. Have a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a GVWR of more than 10,000 pounds;
3. Transport 16 or more passengers, including the driver; or
4. Require hazardous material placarding.

**TYPES OF VEHICLES**

The drivers (CDL) of all Davey Tree aerials, cranes, vehicles towing a dual or tri-axle trailer that has a GVWR of more than 10,000 pounds, all placarded vehicles, and any other type of vehicle which requires that the driver have a Commercial Driver's License.

## PROHIBITED CONDUCT

### USE OF DRUGS OR SUBSTANCES

Drugs or Substances, is defined as any of the following: marijuana, opioids (codeine, morphine, heroin, oxycodone, oxymorphone, hydrocodone & hydromorphone), cocaine, amphetamines (Methamphetamines, MDMA (ecstasy) MDA), or phencyclidine (PCP). Schedule I drugs are those identified by the Drug Enforcement Agency in 21 C.F.R. § 1308, and generally include drugs from which there is no federally accepted therapeutic use. Employee use of Schedule I drugs at any time is prohibited under Davey Tree policy. Drivers may not drive after using Schedule I drugs under any circumstances. This policy also applies to the use of so-called “designer drugs,” defined as modifications to the molecular structure of a Schedule I drug.

1. No driver will be permitted to operate a vehicle nor shall otherwise be on duty if:
  - a. He or she uses or has in his possession any Drugs or Substances (unless prescribed by a licensed physician); or
  - b. He or she tests positive for use of a Drugs or Substances (unless the Drug or Substance is a non-Schedule I drug prescribed by a licensed physician); or
  - c. He or she refuses to be tested under this policy’s provisions.
  
2. Any driver testing positive for use of Drugs or Substances or who refuses to be tested is deemed medically unqualified to operate a vehicle and will be subject to discipline including termination pursuant to the Alcohol/Drug Abuse Policy.
  
3. Use of Drugs or Substances (other than a Schedule I drug) or an alcohol-based product in accordance with the instructions of a licensed physician will be permitted only if the Company has received reasonable assurances, in the Company’s sole discretion, from the physician that the drug will not adversely affect the driver’s ability to safely operate a vehicle.

Employees are required to report to his/her supervisor the use of any prescription or non-prescription drug or alcohol-based product that may affect their ability to perform assigned duties. Davey Tree does not consider the use of “medical marijuana” to be compatible with the Company’s safe work practices. Even in states that have adopted medical marijuana statutes, marijuana continues to be scheduled as a Schedule I controlled substance by the Drug Enforcement Administration (DEA). Under federal law, a person is not qualified to drive a commercial motor vehicle if he or she uses any Schedule I controlled substance such as

marijuana. Legalization of marijuana use by states and other jurisdictions has not modified the application of U.S. Department of Transportation drug testing regulations. As a result, Davey Tree and DOT consider drug tests revealing use of marijuana and its components, to constitute a “positive” test result under this policy.

### USE OF ALCOHOL

Alcohol includes any beverage, mixture, or preparation, including any medication, that contains alcohol. This specifically includes ethyl, methyl, isopropyl alcohol or other low molecular weight alcohols.

1. No driver shall be on duty or be permitted to operate a vehicle:
  - a. While having an alcohol concentration of 0.02 or higher;
  - b. Within four (4) hours after using alcohol;
  - c. While using alcohol;
  - d. While in possession of an alcoholic beverage; or
  - e. If he or she refuses to be tested under this policy’s provisions.
2. No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not be permitted to operate a vehicle for at least 24 hours following an alcohol test. Said driver may also be subject to discipline under the Davey Tree Alcohol/Drug Abuse Policy.
3. Any driver who is found to have an alcohol concentration of 0.04 or higher, or who refuses to be tested shall be deemed medically unqualified to operate a vehicle and automatically will be subject to discipline including termination pursuant to the Davey Tree Alcohol/Drug Abuse Policy.

### TYPES OF TESTING

#### PRE - QUALIFICATION TESTING

1. As a routine part of the pre-qualification or driver qualification application process, a driver applicant will be tested for any Drugs or Substances after receiving a copy of the Notice of Driver Pre-Qualification Screening Test (Exhibit A).

2. Any driver-applicant refusing to take the test or testing positive for any Drug or Substance shall be denied employment.

3. The Company reserves the right to conduct a “pre-qualification” alcohol test at any time prior to the first time the employee is required to operate a vehicle.

#### RANDOM TESTING

1. Davey Tree will conduct random alcohol and drug tests on an annual basis. A minimum of 10% of the drivers will be tested at random for alcohol use. A minimum of 50% of the drivers will be tested at random for drug use. The selection process will be conducted on a company-wide basis.

2. Davey Tree is not required to give advance notice of either random alcohol or random drug testing.

#### POST ACCIDENT TESTING

1. Post-accident testing for Alcohol and for Drugs or Substances is required after an accident if the accident involves a fatality, or any accident in which the driver receives a citation under state or local law for a moving violation arising from the accident involving one of the following:

- a. One or more motor vehicles is disabled as the result of the accident, requiring the vehicle to be towed from the scene; or
- b. A person involved in the accident suffers bodily injury as a result, and immediately receives medical treatment away from the scene of the accident.

2. Such tests shall be administered as soon as possible after the accident, but in no case later than thirty-two (32) hours after the accident for drug tests, and no later than two (2) hours for alcohol tests. (Note: All alcohol tests should be performed within two (2) hours of the accident to assure current results, but in no event later than eight (8) hours thereafter). If the test is not conducted within two (2) hours of the accident, Davey Tree shall document the reasons for such delay.

3. No driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until the alcohol test has been performed, whichever occurs first.

4. Any driver involved in an accident who tests positive for drugs, has an alcohol concentration of 0.04 or higher, or refuses to be tested will be disqualified from driving and will be subject to discipline including termination pursuant to the Davey Tree Alcohol/Drug Abuse Policy.

### REASONABLE SUSPICION TESTING

#### DRUG TESTING

1. If the behavior, appearance, speech, or body odors of a driver indicate possible use of a Drug or Substance, he or she will be required to take a drug test.

2. The driver's conduct should be witnessed and documented by two supervisors where feasible; otherwise, only one supervisor need witness the conduct.

3. Documentation of the driver's conduct shall be prepared and signed by the supervisor(s) within 24 hours of the observed behavior.

#### ALCOHOL TESTING

1. If the behavior, appearance, speech, or body odors of the driver indicate possible use of alcohol, he or she will be required to take a breath alcohol test. The observations must be made during, preceding or just after the period of the work day that the driver is required to be in compliance with DOT regulations.

2. The supervisor who determines that reasonable suspicion exists to conduct the alcohol test shall not conduct the breath alcohol test of the driver.

3. The breath alcohol test must be given within two (2) hours following a determination of reasonable suspicion. Only in extraordinary circumstances may an alcohol test be given after two (2) hours, and in no event may the driver be tested beyond eight (8) hours following a reasonable suspicion determination.

4. Any driver who is required to take a reasonable suspicion alcohol test is prohibited from driving a Davey Tree vehicle for a period of twenty-four (24) hours thereafter or until his alcohol concentration is less than 0.02.

5. Any driver who refuses to take either a reasonable suspicion alcohol or drug test, tests positive for drugs, or has an alcohol concentration of 0.04 or higher will be disqualified from driving and may be subject to discipline including termination pursuant to the Davey Tree Alcohol/Drug Abuse Policy.

### RETURN-TO-DUTY TESTING

1. No driver may return to work following suspension for alcohol use until a subsequent test indicates an alcohol concentration of less than 0.02.
2. No driver may return to work following a positive drug test until a subsequent test indicates a negative result. Return to Duty tests require an observed collection by same gender observer.
3. A refusal to participate in a return-to-duty test will subject the employee to discipline including termination pursuant to the Davey Tree Alcohol/Drug Abuse Policy.
4. The cost of the return-to-duty test will be paid by the Company.

### FOLLOW-UP TESTING

1. Any driver who seeks to return to work following a suspension for alcohol or drug use:
  - a. Must be evaluated by a substance abuse professional to determine if the driver has successfully completed the prescribed education and/or rehabilitation program;
  - b. Must successfully pass a Return-To-Duty alcohol and/or observed drug test; and
  - c. Will be given no less than 6 unannounced alcohol and/or observed drug tests during the first 12 months following the return to work.
2. In no event shall follow-up testing continue beyond sixty (60) months from the date of the driver's return to work.

### REPORTING AND REVIEW OF DRUG TEST RESULTS

A. All DOT urine drug analysis must be conducted at a laboratory certified by the Department of Health and Human Services (DHHS) under the National Laboratory Certification Program (NCCP) and must utilize a five panel screening process. The five drugs that will be tested for are marijuana metabolites, cocaine, amphetamines (methamphetamines, MDMA (ecstasy), MDA), opioids (codeine, morphine, heroin, oxycodone, oxymorphone, hydrocodone & hydromorphone) and phencyclidine (PCP). All positive test results must be confirmed by a GC/MS test. In addition to the above testing, an adulteration panel will be performed on each sample submitted to determine if the sample has been tampered with.



B. Medical Review Officer (“MRO”).

1. In accordance with federal regulations, each positive drug test result, as well as those deemed to have been substituted, adulterated or invalid, must be submitted by the laboratory to an independent medical review officer for evaluation. The medical review officer will review and verify the test results in accordance with DOT provisions and verify and will notify the employee of said results.
2. Employees with positive test results will be notified and will be afforded an opportunity to discuss his/her positive test result with the medical review officer. This review may include discussion with the employee of the effects of any legally prescribed drugs on the employee’s medical history test results, request for certain information from the employee’s treating physician, and a request to undergo further medical evaluation
3. If, after review of the test result, the MRO verifies the result as positive, the MRO will notify the employee that he/she has seventy-two (72) hours in which to request a test of the split sample.
4. If the employee requests an analysis of the split specimen, the MRO shall notify the laboratory to forward the split sample to another DHHS- certified laboratory for analysis. Davey Tree may seek reimbursement for the cost of the test; either prior to or after the test.
5. The second laboratory shall analyze the split sample by GC/MS and report the results of its analysis directly to the MRO.
6. The Medical Review Officer upon verification of a positive test result will contact Davey Tree’s Designated Employer Representatives in the Corporate Safety Department, as well as the employee, in accordance with applicable regulations. All test results will be transmitted electronically to the Kent office and test results will be maintained by Davey Tree’s Designated Employer Representatives in the Corporate Safety Department
7. Field management will be notified of any positive test result. \_

## PROCEDURE TO BE USED UPON NOTIFICATION OF A POSITIVE TEST RESULT

Upon notification from the Davey Corporate Safety Department office of a positive drug test result, the affected employee will be removed from service and the current Davey Tree Alcohol/Drug Abuse Policy will be applied.

## RECORDKEEPING

Test results are to be considered confidential and should be discussed only on a need to know basis. All employee drug test results shall be securely filed at the Corporate office. In accordance with federal regulations, an annual statistical summary must be maintained at Davey Tree Corporate office.

## ALCOHOL TESTING PROCEDURES

### GENERAL GUIDELINES

1. Each management person who is responsible for conducting breath alcohol testing shall be trained to proficiency in the operation of the evidential breath testing device ("EBT"). Davey Tree will document the training and proficiency of each person designated as a breath alcohol technician ("BAT").
2. Law enforcement officers who have been certified by state or local governments to conduct breath alcohol testing may be used as BATs so long as they are certified to operate the EBT that is used for the test.
3. Generally, a BAT-qualified Davey Tree employee who is the immediate supervisor of a particular employee may not conduct the breath alcohol test of that employee unless no other independent or a non-supervisory Davey Tree BAT is available to perform the test in a timely manner and DOT agency regulations do not prohibit such.
4. The breath alcohol test shall be conducted in a location that affords the employee reasonable privacy from unauthorized hearing or seeing of the results. All necessary equipment, personnel, and materials for the breath testing shall be provided at the test location.
5. The BAT shall conduct only one test at a time and may not leave the test location while the testing procedure is in progress, except in accordance with DOT regulations.
6. All BATs must use the breath alcohol testing form prescribed by the federal DOT, except in accordance with circumstances outlined/prescribed in DOT regulations. A copy of the form is attached as Exhibit B.

7. Upon written request, an employee may obtain copies of any record pertaining to his/her alcohol tests and may be responsible for the cost to reproduce the records.

### REMOVAL FROM SERVICE

If an employee's alcohol concentration is greater than 0.02, or should a collection site person, BAT, or supervisor determine that the employee is not fit for duty and should leave Company property, arrangements will be made to have the employee transported in accordance with the Davey Tree Alcohol/Drug Abuse Policy.

### DOT CLEARINGHOUSE

Beginning January 6, 2020, federal regulations will require Davey Tree to submit records of driver violations of DOT drug and alcohol prohibitions to a federal Drug and Alcohol Clearinghouse. This information will include positive drug or alcohol test results and test refusals. If a driver completes a return-to-duty process and follow-up testing plan, this information will also be recorded in the Clearinghouse.

Clearinghouse data will be assessable by motor carriers as part of the hiring/background screening process. Davey Tree may also access the Clearinghouse information on a periodic basis for current drivers in compliance with DOT requirements. Clearinghouse information will not be available to the public, but only to authorized users (including Davey Tree) who have obtained advance consent from the driver.

Effective January 6, 2020 in accordance with 49 CFR, all drivers shall be subjected to a query of the FMCSA Clearinghouse prior to employment as well as yearly throughout the driver's employment with this company. Drivers should also note that the following information will be reported to the Clearinghouse:

- A verified positive, adulterated, or substituted drug test result;
- An alcohol confirmation test with a concentration of 0.04 or higher;
- A refusal to submit to a drug or alcohol test;
- An employer's report of actual knowledge, as defined at 49 CFR § 382.107;
- On duty alcohol use pursuant to 49 CFR § 382.205;
- Pre-duty alcohol use pursuant to 49 CFR § 382.207;
- Alcohol use following an accident pursuant to 49 CFR § 382.209;
- Drug use pursuant to 49 CFR § 382.213;
- A SAP's report of the successful completion of the return-to-duty process;
- A negative return-to-duty test; and,
- An employer's report of completion of follow-up testing.

Davey DOT Alcohol and Drug Policy  
rev 09/30/19  
PPAB 4050963v3

THE DAVEY TREE EXPERT COMPANY

Notice of CDL Driver Pre-Qualification Screening Test

Dear CDL Driver Applicant:

As part of its policy to provide a safe and healthy work environment for its employees, The Davey Tree Expert Company, affiliates, parents and its subsidiaries test all CDL driver applicants for drug use, and may also test for alcohol use. **“Driver”** is here defined as any employee who will be expected, as a condition of employment, to operate a vehicle requiring a commercial driver’s license.

If the drug test is confirmed as positive, the results will be considered in our decision to employ you and may result in a rejection of your application for employment or the withdrawal of a conditional offer of employment. You may request the results of your test within 60 days of our notice to you of our decision concerning your employment.

**Should the results of the screening test indicate drug use, you may request a test of the split sample within 72 hours of being notified of the positive test result. You will be expected to pay the cost of the split sample retest upfront or must make arrangements to reimburse Davey Tree.**

You should also understand that Davey Tree reserves the right to test employees at random for alcohol and drug usage as well as in post-accident situations or where there is reasonable suspicion to believe that an employee is under the influence of drugs or alcohol, prior to returning an employee to duty or as follow-up following drug education or rehabilitation, or participation in an Employee Assistance Program. We also reserve the right on Company property to search any areas, including lockers, desks, cars, lunch boxes, and other areas for drugs and alcohol as part of our policy. A copy of the Davey Tree Alcohol/Drug Abuse Policy is available upon request.

Davey Tree will initiate such procedures as are necessary to effectively enforce this policy. This may include the requirement that employees cooperate in personal or facility searches when the presence of drugs or alcohol is suspected and in employee medical screening where employee judgment or performance is impaired, employee behavior is erratic, or employee accidents have occurred. Refusal to cooperate with these procedures may subject employees to discipline and/or termination.

“Illegal drugs” are those substances defined as “Drugs” under 49 C.F.R. §40.3, and includes “designer drug” molecular modifications of such Drugs

- Marijuana
- Opioids (Codeine, Morphine, Heroin, Oxycodone, Oxymorphone, Hydrocodone & Hydromorphone)
- Amphetamines (Methamphetamines, MDMA (ecstasy), MDA)
- Cocaine
- Phencyclidine (PCP)

As a general policy and in the interests of safety in the workplace, employees taking prescription or nonprescription drugs or alcohol-based products must report this use to a foreman or supervisor if the use of such drugs or products could affect the employee's ability to perform assigned duties. Davey Tree reserves the right to contact the employee's physician in connection with the use of any drugs. Failure to follow this rule may subject the employee to disciplinary action.

Davey Tree maintains an Employee Assistance Program (EAP) and strongly encourages employees to use the program for help with alcohol or drug problems. It is each employee's responsibility to seek assistance from the EAP before his problem begins to affect his performance, judgment, or behavior in the workplace. The name of the Employee Assistance Officer may be obtained through your manager.

THE DAVEY TREE EXPERT COMPANY  
1500 N. MANTUA STREET  
KENT, OH 44240  
1-800-445-8733

**SUMMARY OF ALCOHOL AND DRUG POLICY FOR CDL DRIVERS OF THE  
DAVEY TREE EXPERT COMPANY**

**INTRODUCTION**

Davey Tree Expert Company, their affiliates, parents and its subsidiary companies (collectively referred to as Davey Tree) recognizes that the future of the Company is dependent upon the physical and psychological health of all its employees. The misuse and abuse of drugs and alcohol poses a serious threat to the well-being and safety of employees, impairs their efficiency and judgment, and could damage customer property and goodwill, thereby injuring Davey Tree's reputation and standing in the community. Davey Tree recognizes that it is the responsibility of both the Company and its employees to maintain a safe and efficient working environment free from the effects of alcohol and drug abuse. Davey Tree has therefore adopted the following policy:

- A. Davey Tree employees are expected to report for work and remain at work in a condition to perform their assigned duties free from the effects of alcohol and drugs.

Any involvement with alcohol or drugs on the part of Davey Tree employees that adversely affects the workplace or working environment will not be tolerated.

- B. The possession, use, or sale of alcohol, unauthorized or illegal drugs, the misuse of any legal drugs on Company premises or while on Company business, or the possession or use of illegal drugs at any time or location is prohibited and will constitute grounds for disciplinary action, up to and including termination of employment.
- C. Davey Tree expressly reserves the right to test all prospective and present employees for the use of drugs and alcohol. Positive test results will be considered in employment decisions and may result in the withholding of offers of employment or the imposition of discipline.
- D. Davey Tree will continue to implement such procedures as are necessary to effectively enforce its policy. This may include the requirement that employees cooperate in personal or facility searches when the presence of drugs or alcohol is reasonably suspected and in employee medical screening (urine, saliva, breath, and/or blood testing) where employee judgment or performance is impaired, employee behavior is erratic, or employee accidents or near accidents indicate possible drug or alcohol use. Drug tests will also be given as a follow-up to participation in any return-to-work situation, drug education, rehabilitation, or

employee assistance program. Refusal to cooperate with these procedures may subject employees to discipline up to and including termination.

\* The appendix to this Summary contains information concerning the effects of alcohol and Drugs or Substances use on an individual's health, work, and personal life, as well as the signs and symptoms of an alcohol or a Drug or Substance problem.

- E. Davey Tree maintains an Employee Assistance Program (EAP) and strongly encourages employees to use the program for help with alcohol or drug problems. It is each employee's responsibility to seek assistance from the EAP before his/her problem begins to affect his/her performance, judgment, or behavior in the workplace. The name of the Employee Assistance Officer may be obtained through your manager.
- F. DOT rules require that driver drug and alcohol testing information be submitted to a confidential federal Drug and Alcohol Clearinghouse that will be accessible with the driver's consent by Davey Tree and by future motor carriers reviewing driver qualifications. Effective January 6, 2020 in accordance with 49 CFR, all drivers shall be subjected to a query of the FMCSA Clearinghouse prior to employment as well as yearly throughout the driver's employment with this company. Drivers should also note that the following information will be reported to the Clearinghouse:
- A verified positive, adulterated, or substituted drug test result;
  - An alcohol confirmation test with a concentration of 0.04 or higher;
  - A refusal to submit to a drug or alcohol test;
  - An employer's report of actual knowledge, as defined at 49 CFR § 382.107;
  - On duty alcohol use pursuant to 49 CFR § 382.205;
  - Pre-duty alcohol use pursuant to 49 CFR § 382.207;
  - Alcohol use following an accident pursuant to 49 CFR § 382.209;
  - Drug use pursuant to 49 CFR § 382.213;
  - A SAP's report of the successful completion of the return-to-duty process;
  - A negative return-to-duty test; and,
  - An employer's report of completion of follow-up testing.
- G. Questions concerning Davey Tree's Drug and Alcohol Policy may be directed to Davey Tree's Designated Employer Representatives in the Corporate Safety Department at Kent Headquarters.

Copies of the current Davey Tree Expert Company Alcohol/Drug Abuse Policy and the Alcohol/Drug Testing Policy for Drivers of the Davey Tree Expert Company are available from the Company upon request during regular business hours.

THE DAVEY TREE EXPERT COMPANY  
1500 N. MANTUA STREET  
KENT, OH 44240  
1-800-445-8733





## ANNEX (Informative)

### ALCOHOL & DRUG-FREE WORKPLACE EDUCATION INFORMATION

#### Impact of Substance Abuse in the Workplace

**Employee Health** – People who abuse alcohol or other drugs tend to neglect nutrition, sleep and other basic health needs. Substance abuse depresses the immune system.

Impact on the workplace:

- Higher use of health benefits
- Increased use of sick time
- Higher absenteeism and tardiness

**Productivity** – Employees who are substance abusers can be physically and mentally impaired while on the job. Substance abuse interferes with job satisfaction and the motivation to do a good job.

Impact on the workplace:

- Reduced output
- Increased errors
- Lower quality of work
- Reduced customer satisfaction

**Decision Making** – Individuals who abuse alcohol and/or other drugs often make poor decisions and have a distorted perception of their ability.

Impact on the workplace:

- Reduced innovation
- Reduced creativity
- Less competitiveness
- Poor decisions, both daily and strategic

**Safety** – Common effects of substance abuse include impaired vision, hearing and muscle coordination and low levels of attention, alertness and mental acuity.

Impact on the workplace:

- Increased accidents
- More workers' compensation claims

**Employee Morale** – The presence of an employee with drug and/or alcohol problems creates a strain on relationships between coworkers. Organizations that appear to condone substance abuse create the impression that they don't care.

Impact on the workplace:

- Higher turnover
- Lower quality
- Reduced team effort

**Security** – Employees with drug and/or alcohol problems often have financial difficulties, and employees who use illegal drugs may be engaging in illegal activities in the workplace.

Impact on the workplace:

- Theft
- Law enforcement involvement

**Organizational Image and Community Relations** – Accidents, lawsuits and other incidents stemming from employee substance abuse problems may receive media attention and hurt an organization's reputation in the community.

Impact on the workplace:

- Reduced trust and confidence
- Reduced ability to attract high-quality employees

### **Ways that People Use Alcohol and Other Drugs**

**Use:** Alcohol and other drugs may be used in a socially accepted or medically authorized manner to modify or control mood or state of mind. Examples include having a drink with friends or taking an anti-anxiety agency as prescribed by a physician. Described below are different ways that people use alcohol and other drugs without necessarily becoming addicted.

**Experimentation** – Out of curiosity and/or at the urging of peers, individuals may try drinking or using drugs illegally. If the illegal drug use is not repeated, or discontinued after a short time, such experimentation may not be problematic. Likewise, deciding to drink alcoholic beverages after early experimentation is not problematic for most adults.

**Social/Recreational** – Drinking alcoholic beverages is permitted in American society, and some excessive use may even be condoned. If use doesn't cause problems for the user, or those around him/her, most people would consider such use to be social or recreational. Some use marijuana in a similar manner – only in certain social or recreational situations and without immediate adverse consequences. However, marijuana use is illegal under Federal Law.

**As a Stress Reliever** – Many people use alcohol or other drugs to help them cope with pressure or stress. If this type of use is infrequent and doesn't create more stress or difficulties for the user, or those around him/her, it may not lead to addiction, but alcoholism and drug addiction often begin with relief drinking.

**Abuse:** The use of a substance to modify or control mood or state of mind in a manner that is illegal or harmful to oneself or others is considered problematic use, or abuse. Examples of potential consequences of harmful use are:

- Accidents or injuries
- Blackouts
- Legal problems
- Poor job performance
- Family problems
- Sexual behavior that increases the risk of HIV infection

**Addiction:** A number of individuals occasionally use or abuse alcohol or drugs without becoming addicted, but for many abuse continues despite repeated attempts to return to more social or controlled use and leads to addiction. Addiction is the irresistible compulsion to use alcohol and drugs despite adverse consequences. It is characterized by repeated failures to control use, increased tolerance and increased disruption in the family.

### **Understanding Addiction**

Unfortunately, it is not possible to tell early on whose use may lead to abuse and/or addiction. For one in ten people, abuse leads to addiction.

#### **Addiction to alcohol and other drugs is:**

**Chronic** – Once you have developed an addiction, you will always have to deal with it. You may manage to stop using alcohol or other drugs for significant periods of time, but for most the disease doesn't disappear but rather goes into remission. Should you attempt to resume 'normal' use, you will rapidly return to addictive, out of control use and abuse.

**Progressive** – Addiction gets worse over time. With some drugs, the decline is rapid; with others, like alcohol, it can be more gradual, but it does get worse. Alcohol and other drugs cause a biochemical change in the nervous system that can persist even after the substance leaves the blood. Repeated use causes progressive damage.

**Primary** – Addiction is not just a symptom of some underlying psychological problem, a developmental stage or a reaction to stress. Once your use of alcohol or drugs has become an addiction, the addiction itself needs to be medically treated as a primary illness.

**Terminal** – Addiction to alcohol and/or other drugs often leads to disease and possibly death.

**Characterized by Denial** – One of the most disturbing and confusing aspects of addiction is that it is characterized by denial. The user denies that his/her use is out of control or that it is causing any problems at home or work. The user often seems to be the last to know that his/her life is out of control. There are effective strategies employed by professionals for helping to break through this denial, which must be overcome before treatment can take place.

### **Signs and Symptoms of Substance Abuse**

Abuse of alcohol and other drugs affects people emotionally, behaviorally and physically.

#### **Emotional Effects:**

- Aggression
- Burnout
- Anxiety
- Depression
- Paranoia
- Denial

#### **Behavioral Effects:**

- Slow reaction time
- Impaired coordination
- Slowed or slurred speech
- Irritability
- Excessive talking
- Inability to sit still
- Limited attention span
- Poor motivation and lack of energy

### **Physical Effects:**

- Weight Loss
- Sweating
- Chills
- Smell of alcohol

### **Specific Drugs of Abuse**

#### **Alcohol**

In American society alcohol is a legal drug. Nonetheless, it is a depressant and is the leading drug of abuse. Use of alcohol affects judgment and decision-making abilities, slows down the central nervous system and brain function, and reduces coordination and reflex actions.

#### **Signs and symptoms of abuse:**

- Dulled mental processes
- Lack of coordination
- Slowed reaction time
- Poor judgment
- Reduced inhibitions

#### **Health effects:**

- Decreased sexual functioning
- Liver disease
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast and skin
- Kidney disease
- Ulcers
- Spontaneous abortion
- Birth defects – leading cause of preventable retardation

#### **Workplace issues:**

- Many employers now test for the presence of alcohol along with other drug testing.
- Consuming alcohol increases the likelihood that a driver or equipment operator will be involved in an accident.
- Low doses of alcohol reduce inhibitions and affect decision making.
- People who would not ordinarily behave in inappropriate ways can be persuaded to change their behavior when they are drinking.
- Often employees are under the influence of alcohol when they make the decision to use drugs.

## Marijuana

Marijuana is a derivative of the hemp plant and is illegally used for its intoxicating effects and dreamy state of relaxation and euphoria. All forms of marijuana have negative physical and mental effects. The active ingredient in marijuana is Delta-9-Tetrahydrocannabinol, or THC, and is present in all forms of the drug.

### Signs and symptoms of use:

#### Physical

- Substantial increase in heart rate
- Bloodshot eyes
- Dry mouth and throat
- Increased appetite
- Chronic sore throat

#### Mental

- Impaired or reduced short-term memory and comprehension
- Altered sense of time
- Changed sensory perception--sight, smell, hearing, touch
- Reduced ability to perform tasks requiring concentration and coordination, such as driving a vehicle

### Health effects:

- Emphysema-like symptoms
- Respiratory track and sinus infections
- Lowered immune system response

### Workplace issues:

- Employees who fall under Federal guidelines such as the Department of Transportation's testing regulations are prohibited from using marijuana in any form.
- THC is stored in the body fat and is slowly released over time. Since it is retained in the fat, an employee can test positive many days after use.
- Many employers also have work rules requiring the employee to disclose if he or she is taking any sedating medications that could impact his or her ability to work safely. This rule would apply even in states that have approved the medicinal use of marijuana.
- The use of marijuana definitely would cause fitness-for-duty concerns.

## **Cocaine**

Cocaine is the most potent stimulant of organic origin and the most widely used of the stimulants. Although cocaine has been used in the past as a topical anesthetic, its therapeutic uses have almost been eliminated due to the development of safer anesthetics. Cocaine is a powerfully addictive drug leading to physical and psychological dependence.

### Signs and symptoms of abuse:

- Dilated pupils
- Increased pulse rate
- Elevated blood pressure
- Insomnia
- Loss of appetite
- Tactile hallucinations
- Paranoia
- Seizures
- Anxiety, agitation
- Periods of increased activity followed by fatigue and depression
- Wide mood swings
- Difficulty in concentration

### Health effects:

- Cocaine stimulates the central nervous system. Its immediate effects include dilated pupils and elevated blood pressure, heart rate, respiratory rate and body temperature. Cocaine use can lead to death by cardiac arrest or respiratory failure.
- Cocaine powder is sniffed or snorted. The euphoric high lasts for approximately 30 minutes. Occasional use can cause a stuffy or runny nose, while chronic use can ulcerate the mucous membrane of the nose. Cocaine powder can also be injected into the bloodstream when it is mixed with water. Using contaminated equipment to inject cocaine, or any other substance, can transmit HIV and cause HIV/AIDS, hepatitis and other infection diseases.
- Preparation of freebase, which involves the use of volatile solvents, can result in death or injury from fire or explosion. Inhalation of cocaine fumes from freebasing produces effects that are very fast in onset, very intense and momentary in duration.
- Crack is cocaine that is processed into tiny chips having the appearance of slivers of soap. Crack has become a very popular form of cocaine, since it is inexpensive and relatively easy to use. It is smoked in a pipe or rolled with tobacco in a cigarette. Cocaine can produce psychological and physical dependency, a feeling that the user cannot function without the drug. Many users become extremely depressed when not using the drug, and the craving for the drug is intense. In addition, tolerance develops rapidly.



Workplace issues:

- Employees who fall under Federal guidelines such as the Department of Transportation's testing regulations are prohibited from using cocaine in any form.
- The addictive nature and cost can lead to workplace theft and/or dealing.
- Work performance is erratic with periods of high performance and periods characterized by forgetfulness, absenteeism and missed assignments.

**Stimulants**

Stimulants are drugs that stimulate the central nervous system and excite bodily activity. Methamphetamine or crank is one of the fastest growing drugs of abuse. These drugs create less intense and less expensive cocaine-like effects in the body.

Signs and symptoms of abuse:

- Mood changes
- Impaired concentration
- Impaired mental functioning
- Swings between apathy and alertness

Health effects:

- Increased heart and respiratory rates
- Elevated blood pressure
- Sweating
- Headaches
- Blurred vision
- Dizziness
- Sleeplessness and anxiety
- Rapid or irregular heartbeat
- Tremors
- Poor coordination
- Physical collapse

Workplace issues:

- Employees who fall under Federal guidelines such as the Department of Transportation's testing regulations are prohibited from using amphetamines without a current prescription.
- The addictive nature and cost can lead to workplace theft and/or dealing.
- Work performance is erratic with periods of high performance and periods characterized by forgetfulness, absenteeism and missed assignments.

## **Hallucinogens**

Hallucinogenic drugs distort the senses and often produce hallucinations--experiences that depart from reality. Phencyclidine (PCP) interrupts the function of the neurocortex, the section of the brain that controls the intellect and keeps instincts in check, because the drug blocks pain receptors. Violent PCP episodes may result in self-inflicted injuries.

### Signs and symptoms of use:

- Impaired concentration
- Confusion and agitation
- Muscle rigidity
- Profuse sweating

### Health effects:

- Chronic users of PCP report persistent memory problems and speech difficulties.
- Some of these effects may last six months to a year following prolonged daily use.
- Mood disorders, such as depression, anxiety and violent behavior, also occur.
- In later stages of chronic use, users often exhibit paranoid and violent behavior and experience hallucinations.
- Large doses may produce convulsions and coma, as well as heart and lung failure.

### Workplace issues:

- Employees who fall under Federal guidelines such as the Department of Transportation's testing regulations are prohibited from using PCP.
- Use causes severe disorientation.

## **Narcotics**

Narcotic analgesics are the most effective compounds used for pain relief. Narcotic analgesics include Opium, Opiates (morphine, codeine, percodan, heroin and dilaudid) and Opioids (synthetic substitutes such as vicodin, darvon, demerol and methadone).

### Signs and symptoms of use:

Narcotics initially produce a feeling of euphoria that is often followed by:

- Drowsiness
- Nausea and vomiting
- Constricted pupils
- Watery eyes and itching
- Low and shallow breathing
- Clammy skin
- Impaired respiration

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- Convulsions
- Coma
- Possible death

Health effects:

- Tolerance to narcotics develops rapidly and addiction is likely.
- The use of contaminated syringes may result in diseases such as HIV/AIDS, endocarditis and hepatitis.
- Addiction in pregnant women can lead to premature, stillborn or addicted infants who experience severe withdrawal symptoms.

Workplace issues:

- Employees who fall under Federal guidelines such as the Department of Transportation's testing regulations are prohibited from using opioids without a current medical prescription.
- Many employers also have work rules requiring the employee to disclose if they are taking any sedating medications that could impact their ability to work safely.
- The addictive nature and cost can lead to workplace theft and/or dealing.
- Mental clouding and drowsiness pose a fitness-for-duty concern.

**Designer Drugs**

Illegal drugs are defined in terms of their chemical formulas, but underground chemists can modify the molecular structure of certain illegal drugs to produce analogs known as designer drugs, which do not meet these definitions. These drugs can be several hundred times stronger than the drugs they are designed to imitate.

Many of the so-called designer drugs are related to amphetamines and have mild stimulant properties but are mostly euphorants. They can produce severe neurochemical damage to the brain. The narcotic analogs can cause symptoms such as those seen in Parkinson's disease, including uncontrollable tremors, drooling, impaired speech, paralysis and irreversible brain damage. Analogs of amphetamines and methamphetamines cause nausea, blurred vision, chills or sweating and faintness.

Psychological effects include anxiety, depression and paranoia. As little as one dose can cause brain damage, and the designer drugs still cause illusions, hallucinations and impaired perception.

Some designer drugs are: Synthetic Heroin White, MPTP (New Heroin), analogs of MDMA (Ecstasy, XTC, Essence), hallucinogens (STP, PMA, EVE) and analogs of PCP. Emerging drugs are: Synthetic Marijuana (K2/Spice), Bath Salts (Cloud 9, Ivory Wave, etc.) and Salvia are the latest additions to a growing list of synthetic items that people can obtain to get "high".

EMPLOYEE RECEIPT OF POLICY SUMMARY

The undersigned employee of The Davey Tree Expert Company hereby certifies that s(he) received a copy of the Summary of Drug and Alcohol Testing Policy for Drivers of The Davey Tree Expert Company. I understand that this Summary is a description of Davey Tree's policies and procedures and is not a contract of employment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Territory

\_\_\_\_\_  
Date