



## AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Consider resolution awarding Contract with Lewis Tree Service for FY 2021 & 2022 Tree Trimming Contract.		
Presenter & Title:	Hal Wright, Superintendent of Electrical Services		
Date:	June 15, 2020		
<b>Please Check Appropriate Box:</b>			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMS-II			
Estimated Cost: \$180,000.00 per year, \$360,000 total	Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If "Other Funding," please explain how the item will be funded:			
<b>Executive Summary:</b>			
Bids were opened on May 18, 2020 for the Two-Year Tree Trimming Contract.			
Low Bid per Hour: Bucket Truck Crew / Climbing Crew			
	FY 2021	FY 2022	
Lewis Tree Service	\$117.31 / \$170.42	\$120.57 / \$175.25	
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>· Resolution</li> <li>· Memo from Superintendent Wright and totalized bid tabulation</li> <li>· Contract for FY2021 &amp; 2022 Tree Trimming</li> </ul>			
<b>Voting Requirements:</b>			
<p><i>This motion requires <u>6</u> affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
<b>Recommendation / Suggested Action:</b> <i>(how item should be listed on agenda)</i>			
Approve resolution to authorize the City Administrator to execute, on behalf of the City of Geneva, the Fiscal Year 2021 & 2022 Tree Trimming Contract with Lewis Tree Service in the amount of \$360,000.00.			

**RESOLUTION NO. 2020-57**

**RESOLUTION AUTHORIZING EXECUTION OF  
Fiscal Year 2021 & 2022 Tree Trimming Contract with Lewis Tree Service**

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS**, as follows:

**SECTION 1:** That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, the Fiscal Year 2021 & 2022 Tree Trimming Contract with Lewis Tree Service in the amount of \$360,000.00.

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this 15<sup>th</sup> day of June, 2020.

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this 15<sup>th</sup> day of June, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## **PUBLIC WORKS DEPARTMENT MEMORANDUM**

June 15, 2020

**Memo To:** Mayor Burns and Committee of the Whole  
**From:** Hal Wright, Superintendent of Electrical Services  
**Re:** Two-Year Tree Trimming Contract FY 2021 & 2022

The Electric Division has a goal to trim trees growing underneath and around the overhead utility lines on a regular basis to increase the system's reliability. The electric system is divided into quadrants with the goal of trimming each quadrant once every 4 years. The results of such work are a lower outage count due to tree and limb caused outages. Last year the city was awarded the American Public Power Association Certificate of Excellence for reliability. This award is presented to public utilities that perform in the top quartile for customer outage hours and outage duration. This achievement is due, in no small part, to the city's robust tree trimming program.

Bids were opened on May 18, 2020 for a Two-Year Tree Trimming Contract. Three bids were received.

The FY 2021 and FY 2022 Tree Trimming Contract will be expensed under line item 620.90.95.25-531.25 having a budget of \$180,000.00 per year for a total allocation of \$360,000 over the two years.

Bids were evaluated on total cost and conformance to the specifications. The attached tabulation sheet shows the detail of the bids. The low bidder was Lewis Tree Service and Lewis Tree had no exceptions to the contract.

### **Recommendation:**

After careful and thorough review of the bids for the Two-Year Tree Trimming Contract, staff recommends approval of Resolution authorizing the City Administrator to execute, on behalf of the City of Geneva the Tree Trimming Contract with Lewis Tree Service Inc.

Cc: Stephanie Dawkins, City Administrator  
Rich Babica, Director of Public Works  
Aaron Holton, Manager of Operations  
Kirk Landberg, Purchasing & Inventory Coordinator

FY 2021 cost per hour

	Asplundh			Skyline			Lewis		
	HR	OT	DT	HR	OT	DT	HR	OT	DT
Foreman	\$70.77	\$95.65		\$64.00	\$97.50	\$128.00	\$60.39	\$79.16	\$98.16
Climber	\$65.62	\$88.11		\$64.00	\$97.50	\$128.00	\$51.66	\$66.65	\$81.91
Groundman	\$51.75	\$65.75		\$64.00	\$97.50	\$128.00	\$40.01	\$50.63	\$61.43
Bucket Truck	\$44.64	\$44.64		\$33.00	\$33.00	\$33.00	\$16.91	\$16.91	\$16.91
Chipper/Dump Truck	\$33.32	\$33.32		\$33.00	\$33.00	\$33.00	\$18.36	\$18.36	\$18.36
Total - Bucket Crew	\$167.16	\$206.04	\$0.00	\$161.00	\$228.00	\$289.00	\$117.31	\$146.70	\$176.50
Total - Climbing Crew	\$221.46	\$282.83	\$0.00	\$225.00	\$325.50	\$417.00	\$170.42	\$214.80	\$259.86
After hours response	N/A			Yes			Yes		
Additional equipment*									
Additional Bucket Truck					\$55.00				
Crane	Billed at cost + 10%			\$1350.00 for 4 hours					
Emergency Work employee				\$75.00					
Emergency Work Equipment				\$40.00					
Exceptions and Clarifications	Asplundh's bid includes separate hourly costs for year 2022 and a provision that hourly costs can be adjusted based on union contract negotiations.			None			None		
	Exception noted to two-hour emergency call out.								

FY 2022 cost per hour

	Asplundh			Skyline			Lewis		
	HR	OT	DT	HR	OT	DT	HR	OT	DT
Foreman	\$73.60	\$99.48		\$68.00	\$102.00	\$136.00	\$62.20	\$81.54	\$101.10
Climber	\$68.25	\$91.63		\$68.00	\$102.00	\$136.00	\$53.21	\$68.65	\$84.37
Groundman	\$53.82	\$69.42		\$68.00	\$102.00	\$136.00	\$41.21	\$50.63	\$63.27
Bucket Truck	\$46.43	\$46.43		\$37.00	\$37.00	\$37.00	\$17.16	\$17.16	\$17.16
Chipper/Dump Truck	\$64.65	\$34.65		\$37.00	\$37.00	\$37.00	\$18.63	\$18.63	\$18.63
Total - Bucket Crew	\$173.85	\$215.33	\$0.00	\$173.00	\$241.00	\$309.00	\$120.57	\$149.33	\$181.53
Total - Climbing Crew	\$260.32	\$295.18	\$0.00	\$241.00	\$343.00	\$445.00	\$175.25	\$219.45	\$267.37
After hours response	N/A			Yes			Yes		
Additional equipment*									
Additional Bucket Truck					\$60.00				
Crane	Billed at cost +10%			\$1500 for 4 hours					
Emergency Work employee				\$78.00					
Emergency Work Equipment				\$43.00					
Exceptions and Clarifications									

\*additional equipment listed was not required by the bid but included at the request of the bidder.

Bidding Documents Tree  
Trimming Contract City of  
Geneva, Illinois  
April 2020

Prepared By:  
CITY OF GENEVA  
ELECTRIC UTILITIES DIVISION  
1800 South Street  
Geneva, Illinois 60134  
Telephone: (630) 232-1503  
Facsimile: (630) 208-1503

Contact Persons:

Aaron Holton, Manager of Electric Operation  
Ed Regelbrugge, field Serviceman

## NOTICE TO BIDDERS

**Duplicate** sealed proposals (bids) submitted in a sealed envelope with the words "FY 2020-2022 Geneva Tree Trimming Contract", clearly marked on it, will be received by the City of Geneva, Illinois on or before 10:00 A.M., local time, **May 18, 2020**, at the office of the City Administrator, 22 South First Street, Geneva, IL 60134, at which time they will be publicly opened and read, for the labor, materials and equipment for the Project known as "FY 2020-2022 Geneva Tree Trimming Contract". Any proposal received subsequent to the time specified will be promptly returned to the Bidder unopened.

Description of Project: The project will consist of approximately:

Tree trimming within the borders of the City of Geneva. All electric lines will remain energized. Trimming shall be done at the request of the City's Superintendent of Electrical Services or his representative within a reasonable time frame for non-emergency trimming and within 2 hours for emergency requests. For emergency requests, the successful contractor will provide at least 2 crews, if requested. No tree trimming shall be done that is requested by a resident or business owner while tree trimming for the City requested work unless pre-approved by the Superintendent of Electrical Services or his representative, in writing. The City may request tree trimming in additional areas if funds are available.

This work shall be done in accordance with the specifications as prepared by the City of Geneva Electric Utility. Copies of the bid documents may be obtained and or examined at the office of the Public Works Department located at 1800 South Street, Geneva, IL. 60134.

All contractors shall certify that said contractor is not in violation of, nor has been convicted, for a violation of the Illinois Public Construction Act.

The City of Geneva, IL reserves the right to reject any or all bids and waive technicalities.

The City of Geneva, Illinois  
Stephanie Dawkins  
City Administrator

Published in the "Kane County Chronicle" Thursday April 23, 2020

## TREE TRIMMING CONTRACT INSTRUCTIONS TO BIDDERS

### 1. Description of Project

The project consists of trimming/pruning (no tree removal) around electric lines within the borders of the City of Geneva. All electric lines will remain energized. The foreman on each crew must be able to speak and understand English to the satisfaction of the Superintendent of Electrical Services, City of Geneva. Trimming shall be done at the request of the City of Geneva within a reasonable time frame for non-emergency trimming and within 2 hours (24/7) for emergency requests as determined by the City of Geneva. For emergency purposes, a minimum of two (3) men crews backyard capable with each crew having a bucket, chipper and a means to haul chips must be provided if requested. In emergency situations the Owner may request the Contractor to assist other cities or municipalities. Bid pricing will remain the same and the costs associated with the assistance will not be deducted from the contract limit with the Owner. No tree trimming shall be done that is requested by a resident or business owner while tree trimming for the City requested work unless pre-approved by the City of Geneva, in writing.

The scope of the area to be trimmed may be increased or decreased based on performance and budget. Additional non-line-clearance trimming may be requested by divisions within the Public Works Dept. with the approval of the City of Geneva. Award of the contract does not automatically indicate that additional trimming will be requested.

The project is located in the City of Geneva, in the State of Illinois: as more fully described in the Plans, Specifications, Bid Documents and Contractor's Proposal therefore hereinafter referred to.

Failure to fulfill the required 2 Hr. response time may be cause for the forfeiture of the Performance Bond. By my initials I verify that I have read and understand the emergency clause.

    RWE      
Initial

### 2. Work Near Energized Lines.

For work in these locations the Bidder's personnel must be trained according to Annex B ANSI Z133.1-latest revision. Adherence to the latest revision of any and all applicable OSHA and IDOL standards including ANSI Z133.1-latest revision Safety Standard and OSHA regulation 29 CFR Parts 1910.268, 1910.269, and 1910.333 is mandatory. Workers shall be a Certified Line Clearance Tree Trimmer by ACRT, Inc. or have similar certifications.

All employees must obtain certification in EHAP (Electrical Hazard Awareness Program) or equivalent certification prior to the start of this contract. Certification must be specific in line clearance tree trimming practices and safety guidelines for working near or around overhead electrical conductors.

The contractor shall employ only competent and skilled workers in the conduct of work under this contract. All workers shall possess the knowledge of procedures, and practices required for line clearance tree trimming, crown reduction tree trimming.

3. Obtaining Documents. The Plans and Specifications for tree trimming together with all necessary forms and other documents for bidders may be obtained from the Owner's website at <https://www.geneva.il.us/bids.aspx>.
4. Manner of Submitting Proposals. Proposals and all supporting instruments must be submitted in duplicate on the forms furnished by the Owner and must be delivered in a sealed envelope addressed to the Owner. Only proposals which are made out on the regular proposal forms will be considered. The proposal forms must not be separated from the complete set of documents. The proposal shall be executed properly, and bids shall be made for all items indicated in the proposal form, except that when alternate bids are asked, a bid on more than one alternative for each item is not required, unless the special provisions provide otherwise. The bidder shall indicate, in figures, a unit price for each of the separate items called for in the proposal; he shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal shall be the summation of said products. All unit prices shall be conditioned on furnishing a bond executed by a corporate surety company satisfactory to the Owner. The name and address of the Bidder, its license number if a license is required by the State, and the date and hour of the opening of bids must appear on the envelope in which the Proposal is submitted. Proposals must be filled in ink or typewritten. No alterations or interlineation will be permitted, unless made before submission, and initialed and dated. If the proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office addresses of the president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary.
5. Familiarity with Conditions. Prior to the submission of the Proposal the Bidder shall make and shall be deemed to have made a careful examination of the site of the Work and of the Plans and Specifications for tree trimming, and forms of Contractor's Proposal and Contractor's Bond on file with the City Clerk of the Owner, and shall become informed as to the location and nature of the proposed tree trimming.

Bidders will be required to comply with all applicable statutes, regulations, Federal and State laws, local laws and ordinances, etc., including those pertaining to the licensing of contractors, and the so-called "Kickback Statute" (48 Stat.948) and regulations issued pursuant thereto.

6. Bidder's Qualifications. A Bidder shall be required to furnish evidence satisfactory to the Owner that he has sufficient means and experience in the types of work called for to assure completion of the contract in a satisfactory manner.

It shall be required that each bidder furnish to the City of Geneva an affidavit of experience.

The affidavit of experience form is attached for this purpose. It shall be required that each successful bidder furnish to the City of Geneva the following:

- (a) Certificate records for Certified Line Clearance Tree Trimmer.
- (b) Records of training for EHAP (Electrical Hazard Awareness Program).
- (c) Records of structural and dielectric testing of aerial devices (bucket Trucks).

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal:

- (a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same or different names.
- (b) Evidence of collusion among bidders.
- (c) Unbalanced proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- (d) Failure to submit a unit price for each item of work listed in the proposal.
- (e) Lack of competency as revealed by financial statement or experience questionnaire, if such are required by the Special Provisions.
- (f) Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.

Before an award is made, the bidder may, at the option of the awarding authority, be required to furnish a statement showing the value of all uncompleted work for which he has entered into contracts.

7. The Time for Completion of the Project shall be as specified by the Owner in the Proposal.
8. Contractor's Bond. The successful Bidder will be required to execute three additional counterparts of the Proposal and to furnish a Contractor's Bond (Performance and Payment) in triplicate in the form attached hereto with sureties listed by the United States Treasury Department as Acceptable Sureties, in a penal sum not less than the contract price.
9. Failure to Furnish Contractor's Bond. Should the successful Bidder fail or refuse to execute such counterparts or to furnish a Contractor's Bond within ten (10) days after written notification of the acceptance of the Proposal by the Owner, the Bidder will be considered to have abandoned the Proposal. The term "successful Bidder" shall be deemed to include any Bidder whose Proposal is accepted after another Bidder has previously refused or has been unable to execute the counterparts or to furnish a satisfactory Contractor's Bond.
10. Contract is Entire Agreement. The Contract to be effected by the acceptance of the Proposal shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent or employee of the Owner or by any other person.

11. Minor Irregularities. The Owner reserves the right to waive minor irregularities or minor errors in any Proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they occur prior to the acceptance thereof by the Owner.
12. Rejection of Bids. The Owner reserves the right to reject any or all Proposals, and to accept the proposal which in its opinion is in the best interest of the owner. The attention of Bidders is specially called to the desirability of a proper balance between prices for labor and equipment. Lack of such balance may be considered as a reason for rejecting a Proposal.
13. Definition of Terms. The terms used throughout this contract shall be as defined in Article VI, Section 1, of the Contractor's Proposal.
14. The Owner Represents:
  - a. Each Bidder is responsible for ascertaining that the equipment, methods of construction and repair proposed to be used on the Project will meet all requirements of public authorities having jurisdiction over highway and road right-of-way. The successful Bidder will be required to furnish proof satisfactory to the Owner of compliance with this requirement. If required by highway or road authorities, the successful Bidder will furnish to such authorities a bond or meet other guaranty requirements to assure the prompt repair of all damages to highways and roads and their associated right-of-way caused by the Bidder during construction of the Project. This requirement is in addition to and independent of the Contractor's Bond required under this Contract. The acceptance of a bid from any Bidder is not to be construed as approval of the Bidder's equipment or proposed work methods by or on behalf of the highway and road authorities. Bidders may obtain information concerning the requirements of highway and road authorities by communicating with the following: Kane County Highway Commission, IDOT District 1
  - b. All funds necessary for prompt payment for work completed on the Project will be available.

**AFFIDAVIT OF EXPERIENCE**

STATE OF New York  
COUNTY OF Monroe

Robert A. Petrone being duly sworn, that he is  
CFO/SVP of Lewis Tree Service, Inc.  
(Sole owner, member of firm, (Individual, firm or  
corporate official) corporate name)

which has done work for the following parties of the general kind and approximate magnitude under this contract:

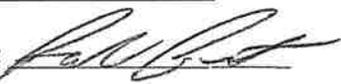
Name of Owner	Contact Person-Phone No.	Job Description	\$Amount
Exelon - Com Ed	Thomas Ringhofer (815) 207-3772	Transmission	\$ 10M
Exelon - Com Ed	Kevin Jury (630) 437-2856	Distribution	\$ 28M

and that Lewis Tree Service, Inc. owns or has available  
(he, said firm, said corporation)  
for immediate use on the proposed work the following plant and equipment:

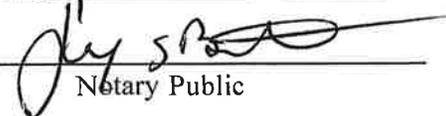
Machine	Year Built	Machine	Year Built
Freightliner M2106	2015	Bandit 200UL	2017
Ford F-750	2017		
Vermeer BCI000XL	2017		

and that Hugo Mora will be assigned to work  
(Name of Superintendent)  
under this contract, and that his experience in this kind of work is as follows:

Name of Job	Engineer or Owner
Lewis Tree Service, Inc.	- GF/Supervisor 2015 - Present
Asplundh Tree Experts	- Crew Leader 2020 - 2015

Signature: 

Subscribed and sworn to before me this 15<sup>th</sup> day of May, 2022

  
Notary Public

**Jenny S. Brewster**  
**Notary Public, State of New York**  
**Monroe County, 01BR6130726**  
**Commission expires 7-18-21**

CERTIFICATION OF COMPLIANCE

The undersigned hereby certifies as follows:

1. That he has the authority and consent to make this certification on behalf of the bidder,  

Lewis Tree Service, Inc.  
(Name of Company)
2. That he has knowledge of the City of Geneva Codes pertaining to the disqualification of certain bidders.
3. That he knows that the bidder listed above is not disqualified from bidding under the aforementioned sections.
4. That he has knowledge of the City of Geneva ordinances relating to Fair Employment Practices and knows and understands the contents thereof; he certifies hereby that it is the policy of the bidder to recruit, hire, train, upgrade, promote, and discipline its employees without regard to race, creed, color, religion, age, sex, or physical or mental impairment.
5. That said bidder is not barred from bidding on the aforementioned contract as a result of a violation of Sections 33E-3 and 33E-4 of Chapter 720, Illinois Compiled Statutes
6. That pursuant to Chapter 65, Section 11-42.1-1 [65ILCS 5/11-42.1-1] of the Illinois Revised Statutes, the bidder is not delinquent in the payment of any taxes administered by the Department of Revenue.
7. That the contractor (either as an individual or company) agrees to provide a drug free workplace as provided for by the "30 ILCS 580/1 et.seq".
8. That all work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975 as amended, and all other Federal, State, or Local statutes, rules, or regulations including all City of Geneva Safety Procedures affecting the work done under the contract.
9. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "ACT") places an obligation on the City of Geneva to produce certain records that may be in possession of the Contractor. Contractor shall comply with the retention and documentation requirements of the Local Records Retention Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do

so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

By submission of this bid, I certify that the bid has been arrived at independently and has been submitted without collusion between or among any vendor of materials, supplies, equipment, or services.

Lewis Tree Service, Inc.

Name of Corporation, Partnership, or  
Proprietor

300 Lucius Gordon Drive

Address

West Henrietta, NY

14586

City

State

Zip

(585) 436-3205

Telephone

 CFO  
Authorized Signature/Title

SUBSCRIBED AND SWORN to before me

this 15<sup>th</sup> day of May, 2020

  
Notary Public

My commission expires: 7-18-21

**Jenny S. Brewster**  
**Notary Public, State of New York**  
**Monroe County, 01BR6130726**  
**Commission expires 7-18-21**

## CONTRACTOR'S PROPOSAL

(Proposal shall be submitted in ink or typewritten)

TO: City of Geneva, IL

(Hereinafter called the "Owner")

### ARTICLE I--GENERAL

Section 1 . Offer to Construct. The undersigned (hereinafter called the "Bidder") hereby proposes to furnish all materials and equipment, all machinery, tools, labor, transportation and other means required to construct the project known as

FY 2020-2022 Geneva Tree Trimming Contract

in strict accordance with the Plans and Specifications for the prices hereinafter stated.

Section 2. Award of Contract. Before an award of the contract is made to a contractor, said contractor may be required, upon request by the City, to furnish any of the following information:

- a. His performance record
- b. Address and description of his plant or permanent place of business
- c. An itemized list of his equipment
- d. His financial statement
- e. Such additional information as will satisfy them that the bidder is adequately prepared to fulfill the contract.

The proposals received will be compared on the basis of the summation of the products of the items of work listed and the unit prices offered. In case of discrepancy between the gross sum shown in the proposal and that obtained by adding the products of the quantities of work and the unit prices, the unit prices shall govern, and any errors found in said products shall be corrected. In awarding contracts, the bidder will, in addition to considering the amounts stated in the proposals, take into consideration the responsibility of the various bidders as determined from a study of the data required under the previous article and from other investigations which it may elect to make.

Except in cases where the owner exercises the right reserved to reject any or all proposals, the contract will be awarded by the Owner, as soon as practicable after the opening of proposals, to the bidder who has submitted the lowest proposal complying with all requirements necessary to render it formal and who has satisfied the requirements of the specifications as to the responsibility of bidders.

Section 3. Familiarity with Conditions. The Bidder has made a careful examination of the site of the Project to be constructed and of the Plans, Specifications, and form of Contractor's Bond attached hereto, and has become informed as to the location and nature of the proposed construction..

Section 4. GPS If GPS is installed in the Bidder's vehicles, you shall give access to The City of Geneva.

Section 5. The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.

Section 6. The Bidder warrants that it possesses adequate financial resources and agrees that in the event this Proposal is accepted it will furnish a Contractor's Bond in the form attached hereto, in a penal sum not less than the maximum Contract price, with a surety or sureties listed by the United States Treasury Department as Acceptable Sureties.

In the event that the surety or sureties on the performance bond delivered to the Owner contemporaneously with the execution of the Contract or on any bond or bonds delivered in substitution thereof or in addition thereto shall at any time become unsatisfactory to the Owner, the Bidder agrees to deliver to the Owner another or an additional bond.

Section 7. Description of Contract. The Notice and Instructions to Bidders, Plans and Specifications all attached hereto and made a part hereof together with the Proposal and Acceptance constitute the contract. The Plans are identified as follows:

Specifications

Maps

## ARTICLE II—CONSTRUCTION

### Section 1. Time and Manner of Construction

- a. The Bidder agrees to commence construction of the Project on Monday, June 15 2020. The Bidder further agrees to prosecute diligently and to complete 80% of the tree trimming by November 30 of the fiscal year. The remaining 20% of the tree trimming shall be completed in March and April of the fiscal year or by called as needed by the Utility, or a timeframe as directed by the city.
- b. The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Bidder.

Section 2. Termination for Breach. In the event that any of the terms or provisions of this contract are violated by the Contractor, the Owner may serve written notice upon the Contractor and its Surety of its intentions to terminate such contract and unless within ten (10) days after the serving such notice upon the Contractor, such violation shall cease and such satisfactory arrangement for correction be made, the Contract shall, upon expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence the performance whereon within thirty (30) days from the date of mailing to such Surety notice of termination, the Owner may take over the work and prosecute the same to completion by Contract for the amount and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess costs thereby occasioned by the Owner.

Section 3. Termination for Convenience. Upon ten (10) days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. All claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and all other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
4. Reasonable expenses directly attributable to termination.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

Section 4. Protection and Restoration of Property. The Contractor shall perform work in such a manner as to maximize preservation of beauty, conservation of natural resources and minimize marring and scarring of the landscape and silting of streams. Upon completion of the work, the Contractor shall remove all his equipment and put the area of the work in a neat and clean condition and do all other cleaning required to complete the work in a workmanlike manner, ready for use and satisfactory to the Owner. The Contractor shall be responsible for the damage or destruction of property.

Whenever public or private property is so damaged or destroyed, the Contractor shall at his own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so, the Owner may after the expiration of a period of forty-eight (48) hours after giving him notice in writing proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under his contract.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as incidental to the contract.

Section 5. The Bidder agrees that in the event this Proposal is accepted it will make available for use in connection with the proposed construction all necessary tools and equipment and qualified superintendents and foremen.

Section 6. Supervision and Inspection.

a. The Bidder shall cause the construction work on the Project to receive supervision by a competent superintendent (herein after called the "Superintendent"). The Bidder shall also employ, in connection with the construction of the Project, capable, experienced and reliable foremen and such skilled workmen as may be required for the various classes of work to be performed. Directions and instructions given to the Superintendent shall be binding upon the Bidder.

b. The Owner reserves the right to require the removal from the Project of any employee of the Bidder if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Bidder to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner; but the failure of the Owner to give any such directions shall not relieve the Bidder of its obligations to complete the work within the time and in the manner specified in this Proposal.

c. The Owner shall make final inspection of all work, included in the contract, as soon as practicable after notification by the Contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Owner at the time of such inspection, he shall inform the Contractor as to the particular defects to be remedied before final acceptance can be made. The Bidder shall have an authorized agent

ARTICLE III-- PARTICULAR UNDERTAKINGS OF THE BIDDER

Section 1 . Protection to Persons and Property. The Bidder shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Owner

The Bidder shall do all things necessary or expedient to properly protect any and all adjacent lines, highways and any and all property of others from damage, and in the event that any such lines, highways or other property are damaged in the course of construction of the Project, the Bidder shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.

Section 2. Insurance. The Bidder shall take out and maintain throughout the construction period insurance in the following minimum requirements:

a. Workmen's Compensation & Employer's Liability. This insurance shall protect Bidder and the Company against all claims under applicable state workmen's compensation laws. The Bidder shall also be protected against all claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include "All States" endorsement.

The liability limits shall not be less than:

Workmen's Compensation	Statutory
Employer's Liability	\$500,000 each employee

b. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Bidder against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The General Liability limits shall be not less than:

Bodily Injury	\$1 Million (each person)
	\$1 Million (each occurrence)
Property Damage	\$1 Million

c. Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Bidder against all claims arising from injuries to persons other than his employees or damage to property of the Owner or others arising out of any act of omission of the Bidder or his agents, employees, or Sub-contractors. The policy shall also include protection against claims insured by usual personal injury liability coverage a "protective liability" endorsement to insure the contractual liability assumed by the Bidder, and "Completed Operations and Products Liability" coverage (to remain in force during the correction period).

The liability limits shall be not less than:

Bodily Injury	\$2 Million (each person)
	\$2 Million (each occurrence)
Property Damage	\$2 Million (each occurrence)
	\$2 Million (aggregate)

d. Additional Named Insured. The Owner and its employees, agents, and representatives shall be named additional insured on all insurance certificates. When working within the Right-of- Way of County and State Roads, the Contractor shall meet the insurance requirements of those entities. The State of Illinois/ Division of Transportation shall be named as additional insured.

e. Cancellation Notice. The standard ACCORD will not be accepted as proof of insurance unless the cancellation provisions have been altered to assure the Owner a minimum ten (10) days notice of cancellation.

Certificates of insurance shall be filed and approved by the Owner before starting construction or within ten (10) days after the execution of the Contract, whichever date is reached first.

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsections b and c of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.

The Bidder shall furnish a certificate evidencing compliance with the foregoing requirements.

Section 3. Indemnification. To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the Owner and their officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any Sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or any of their officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work by anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Sub-contractor or other person or organization under workers or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Owner, the Contractor, or any of his Sub-contractors.

Section 4. Release of Liability. Acceptance by the Bidder of the last payment shall be a release to the Owner and every officer and agent thereof from all claims and liability hereunder for anything done or furnished for or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work.

#### ARTICLE IV-- MISCELLANEOUS

##### Section 1 . Definitions.

- a. The term "Bidder" shall mean any individual, firm, partnership, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- b. The term "Project" shall mean the electric system, or portions thereof, described in the Plans and Specifications.
- c. The term "Completion of Construction" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof except the Bidder's obligations in respect of (1) Releases of Liens and Certificate of Contractor under Article III, Section 2 hereof and (2) the inventory referred to in Article III, Section I hereof and (3) other final documents. The term "Completion of the Project" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof. The Certificate of Completion, signed by the Owner and approved in writing by the Owner, shall be the sole and conclusive evidence as to the date of Completion of Construction and as to the fact of Completion of the Project.
- d. The term "Owner" shall be the City of Geneva, Illinois, acting through its legally constituted officials, officers, or employees.
- e. The term "Contractor" shall be the Bidder awarded the Contract for the work.
- f. The term "Subcontractor" shall be the individual, firm, partnership, or corporation to whom the Contractor, with written consent of the Owner, sublets, assigns, or otherwise disposes of any part of the work covered by the contract.
- g. The term "Proposal" shall be the offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
- h. Intentionally deleted.
- i. The term "Contract" shall be the written agreement covering the performance of the work and the furnishing of labor and materials for the construction of the work. The contract includes the notice to bidders, proposal, contract bond, specifications, plans, any and all supplemental agreements, and any and all special provisions.
- j. The term "Contract Bond" shall be the approved form of security furnished by the Contractor and his surety as a guaranty that he will execute the work in accordance with the terms of the contract.

k. The term "Surety" shall be the corporate body, individual, or individuals, which engage to be responsible for the bidder's acts in the execution of the contract in the event of its being awarded to him; or, which are bound with and for the Contractor to insure his acceptable performance of the contract, his payment of all obligations pertaining to the work, and his fulfillment of such other conditions as may be specified or otherwise required by law.

l. The term "Award" shall be the decision of the Owner to accept the proposal of the lowest responsible bidder for the work, subject to the execution and approval of a satisfactory contract thereof and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

m. The term "Inspector" shall be the authorized representatives of the Owner assigned to make detailed inspection of any or all portions of the work or material therefor.

n. The term "Notice to Bidders" shall be the official notice, included in the proposal form inviting bids for the proposed improvement.

o. The term "Special Provisions" shall be specific directions, provisions, requirements, and revisions of the specifications peculiar to the work under consideration which are not satisfactorily provided for in the specifications. The special provisions set forth the final contractual intent as to the manner involved. The special provisions included in the contract shall not operate to annul those portions of the specifications with which they are not in conflict.

p. The term "Specifications" shall be the body of directions, provisions, and requirements contained here in, or in any supplement to this document referred to in the special provisions, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the work, the quantities, or the quality of materials to be furnished under the contract.

q. The term "The Work" shall be the improvement advertised for bids, described in the proposal form, indicated on the plans, and covered in the specifications, special provisions, contract, authorized alterations, extensions and deductions, and supplementary agreements, or any part or parts thereof, including labor, tools, equipment, materials, and incidentals necessary for satisfactory completion of the improvements.

r. The term "Written Notice" shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.

1. Change of Address: It shall be the duty of each party to advise the other parties of the Contract as to any change in his business address until completion of the Contract.

s. The term "Act of God" shall be an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for

the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting there from.

t. The term "Contents of the Proposal Form" shall be those forms which with the qualified bidders will be furnished stating the location and description of the work contemplated, the approximate quantities of work to be performed or materials to be furnished, the amount of the proposed guaranty, requirements pertaining to labor, and the date, time, and place of filing and opening proposals. All documents bound with or attached to the proposal shall be considered a part thereof, and shall not be detached or altered.

Section 6. Contractor. Upon acceptance of this Proposal, the successful Bidder shall be the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.

Section 7 Addenda. The Bidder acknowledges receipt of the following Addenda:

Addendum No. N/A dated \_\_\_\_\_ initialed \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ initialed \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ initialed \_\_\_\_\_

2020-2022 TREE TRIMMING UNITS

BID PAGE

Price for Crews & Equipment

Year 1/Year 2 Labor Unit  
Price per HR O.T . D.T.

Foreman

60.39 62.20 79.16 81.54 98.16 101.10

Laborer (Climber)

51.66 / 53.21 66.65 / 68.65 81.91 / 84.37

Laborer (Ground man)

40.01 / 41.21 50.63 / 52.15 61.43 / 63.27

**Note: Spraying shall be included in labor costs.**

Year 1/Year 2 Equipment  
Price/HR

Bucket Truck                      16.91      17.16

Dump Truck with Chipper        18.36      18.63

(Bucket Truck cost may include provisions for debris collection (i.e. dump truck)

Note: Geneva will have final decision in selecting the make-up of the crews and equipment, as well as the number and type of crews that will be needed.

Typical crew makeup:

Bucket Crew:

- Foreman
- Laborer (Ground man)
- (1) Bucket
- (1) Dump Truck with Chipper

Climbing Crew:

- Forman
- Climber
- Ground man
- **(1)** Dump Truck with Chipper

BIDS WILL BE EVALUATED ON HOURLY PRICES OF THE ABOVE LISTED ITEMS (FOREMAN, CLIMBER, GROUNDMAN, BUCKET TRUCK, DUMP TRUCK WITH CHIPPER). BIDDERS MAY SUBMIT PRICES FOR ADDITIONAL LABOR AND EQUIPMENT IF THEY FEEL THEY MAY UTILIZE THEM ON THEIR CREW.

PROPOSAL SIGNATURE BY BIDDER

Lewis Tree Service, Inc.

Bidder



Vice President

300 Lucius Gordon Dr. W. Henrietta NY 14586

Address

ATTEST:

  
Secretary

Date 5/15/2020

Bids which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

Bids which are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation should give the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the word "By". If such a bid is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid should be attached to it. Such a bid should also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

**MINUTES OF MEETING OF THE BOARD OF DIRECTORS  
LEWIS TREE SERVICE, INC.**

**April 10, 2020**

A regularly scheduled meeting of the Board of Directors of Lewis Tree Service, Inc., a New York corporation (the "Corporation" or the "Company"), was held as a virtual meeting using Zoom due to the Coronavirus, on April 9, 2020.

Attending were Board members Jim Barr, Jeff Corbett, Fred Engelfried, Cary Pappas, Tom Rogers, Phil Saunders and Jim Stenger, Trustee Mickey Maier, Advisor Chris Jagel, SVP/Secretary-Treasurer Bob Petrone, SVP/COO Dennis Brown and VP Mike O'Connor

Fred Engelfried served as Chair of the meeting and Bob Petrone as Secretary. The Chair noted that the meeting was being held pursuant to notice duly given and that a quorum was present and called the meeting to order at approximately 8:00 AM.

1. Approval of Minutes of January 10, 2020 Meeting: On motion duly made by Cary Pappas, seconded by Jeff Corbett and unanimously carried, the minutes of the January 10, 2020 Board of Directors meetings, previously distributed, were unanimously approved as submitted and will hereafter be included with the Company's books of record.

2. Approval of Minutes of February 5, 2020 Meeting: On motion duly made by Jim Stenger, seconded by Fred Engelfried and unanimously carried, the minutes of the February 5, 2020 Board of Directors meetings, previously distributed, were unanimously approved as submitted and will hereafter be included with the Company's books of record.

3. Reaffirmation of Officers: On motion duly made by Phil Saunders, seconded by Cary Pappas and unanimously carried, the officers of the Corporation were affirmed effective April 9, 2020 as listed below, and the same thereby authorized, empowered and directed to do all things and acts and to execute all documents as may be necessary or advisable and proper to carry on the business of the Corporation, for and on behalf of the Corporation:

Dennis L. Brown, Sr. Vice President/COO  
Walter Dodge, Regional Vice President  
Alfred C. Engelfried, Chair  
Steven A. Gould, Division Vice President  
Shawn M. Jones, Division Vice President  
Jeffrey A. Kyles, Vice President, Finance, Asst. Secretary  
Guppy P. Landavere, Regional Vice President  
Matthew S. Meador, Division Vice President  
Michael P. O'Connor, Vice President, Human Resources  
Robert A. Petrone, Sr. Vice President/CFO, Secretary/Treasurer  
Stephen M. Polozie, Vice President, General Counsel  
Gregory D. Reitz, Vice President, Technology  
Thomas R. Rogers, President and Chief Executive Officer  
Eric R. Sampson, Regional Vice President  
Gordon L. Spaug, Jr., Regional Vice President

4. Standing Authority of Certain Officers: On motion duly made by Fred Engelfried, seconded by Jeff Corbett and unanimously carried, effective April 9, 2020, any two or more of the officers of the Corporation identified below, acting together, are authorized, empowered and directed to enter into such financing agreements, credit agreements, lease transactions and other financial transactions as they may believe to be in the best interests of the Corporation, and any and all ancillary agreements or documents deemed by such officers to be necessary or appropriate to consummate such financial transactions, and to do all things and acts and to execute all documents as may be necessary or advisable and proper to effectuate the terms of such financial transactions, for and on behalf of the Corporation:

Dennis L. Brown, Sr. Vice President/COO  
Walter Dodge, Regional Vice President  
Jeffrey A. Kyles, Vice President, Finance, Asst. Secretary  
Guppy P. Landavere, Regional Vice President  
Michael P. O'Connor, Vice President Human Resources  
Robert A. Petrone, Sr. Vice President/CFO, Secretary/Treasurer  
Stephen M. Polozie, Vice President, General Counsel  
Gregory D. Reitz, Vice President, Technology  
Thomas R. Rogers, President and Chief Executive Officer  
Eric R. Sampson, Regional Vice President  
Gordon L. Spaugh, Jr., Regional Vice President

**ACCEPTANCE**

The Owner hereby accepts the foregoing Proposal of the Bidder,  
\_\_\_\_\_   
for the construction of the following project:

The total contract price is \$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Owner

By \_\_\_\_\_

Attested:  
  
\_\_\_\_\_

Date of Contract:  
  
\_\_\_\_\_



**AIA**

# Document A310 TM -2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
LEWIS TREE SERVICE, INC.  
300 LUCIUS GORDON DRIVE  
WEST HENRIETTA, NY 14586

**SURETY:**

*(Name, legal status and principal place of business)*  
LIBERTY MUTUAL INSURANCE COMPANY  
175 BERKELEY STREET  
BOSTON, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable

**OWNER:**

*(Name, legal status and address)*  
CITY OF GENEVA, IL  
22 SOUTH FIRST STREET  
GENEVA, IL 60134

**BOND AMOUNT:** FIVE THOUSAND DOLLARS AND 00/100 (\$5,000.00)

**PROJECT:** 2020-2022 TREE TRIMMING CONTRACT

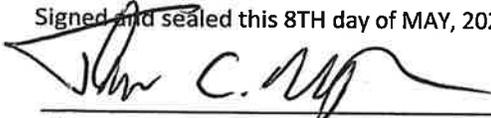
*(Name Location or Address, and Project number, if any)*

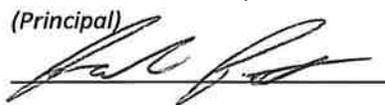
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and the Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pay to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for extension beyond sixty (60) days.

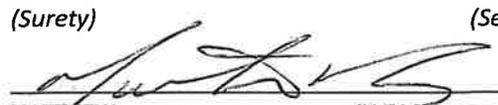
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this bond shall be deemed to be Subcontractor and the term Owner shall be deemed Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond not a common law bond.

Signed and sealed this 8TH day of MAY, 2020

  
\_\_\_\_\_  
(Witness)

LEWIS TREE SERVICE, INC.  
(Principal)  (Seal)  
CFO  
\_\_\_\_\_  
(Title)

LIBERTY MUTUAL INSURANCE COMPANY  
(Surety)  (Seal)

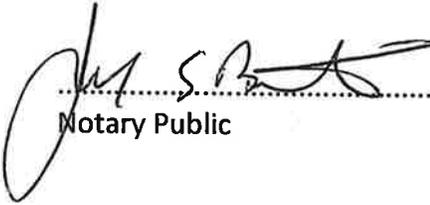
  
\_\_\_\_\_  
MATTHEW RIEDINGER ATTORNEY-IN-FACT (Title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.  
AIA Document A310 TM - 2010

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

STATE OF NEW YORK  
COUNTY OF MONROE } ss

On the 15<sup>th</sup> day of May, 2020 before me personally appeared Robert A. Petrone, to be known, who, being by me duly sworn, did depose and say; that he/she resides at West Henrietta, NY, that he/she is the SVP, CFO of Lewis Tree Service the corporation described in and which executed the within instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

  
.....  
Notary Public

**Jenny S. Brewster**  
Notary Public, State of New York  
Monroe County, 01BR6130726  
Commission expires 7-18-21

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF NEW YORK  
COUNTY OF MONROE } ss

On this 11TH day of MAY, 2020 before me personally came MATTHEW RIEDINGER to me known, who, being by me duly sworn, did depose and say; that he/she resides in ROCHESTER, NY; that he/she is the ATTORNEY-IN-FACT of LIBERTY MUTUAL INSURANCE COMPANY the corporation described in and which executed the within instrument; and that he/she signed her/his name thereto by order of the Board of Directors of said corporation.

  
.....  
Notary Public

JANINE A KAPPEN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01KA6230308  
Qualified in Monroe County  
My Commission Expires Nov. 01, 2022



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200233-837019

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lory L. Crawford; Janine A. Kappen; Matthew Riedinger

all of the city of Rochester state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of January, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8TH day of MAY, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY  
**FINANCIAL STATEMENT — DECEMBER 31, 2019**

<b>Assets</b>		<b>Liabilities</b>	
Cash and Bank Deposits.....	\$778,754,989	Unearned Premiums.....	\$8,007,146,482
*Bonds — U.S Government.....	2,780,808,610	Reserve for Claims and Claims Expense.....	21,532,853,787
*Other Bonds.....	12,645,608,792	Funds Held Under Reinsurance Treaties.....	507,868,920
*Stocks.....	16,385,435,431	Reserve for Dividends to Policyholders .....	1,143,826
Real Estate.....	235,608,378	Additional Statutory Reserve.....	125,722,000
Agents' Balances or Uncollected Premiums.....	6,217,983,641	Reserve for Commissions, Taxes and Other Liabilities .....	4,117,460,075
Accrued Interest and Rents.....	102,273,390	<b>Total.....</b>	<b>\$34,292,195,090</b>
Other Admitted Assets.....	11,957,106,292	Special Surplus Funds.....	\$32,768,443
		Capital Stock.....	10,000,075
		Paid in Surplus.....	10,044,978,933
		Unassigned Surplus.....	6,723,636,983
<b>Total Admitted Assets .....</b>	<b><u>\$51,103,579,523</u></b>	<b>Surplus to Policyholders .....</b>	<b>16,811,384,434</b>
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$51,103,579,524</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27<sup>th</sup> day of March, 2020.

*T. Mikolajewski*

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 Assistant Secretary