

COJ
10053

**CONTRACT
(PAID BY SUBSEQUENT PURCHASE ORDER)
BETWEEN
THE CITY OF JACKSONVILLE
AND
LEWIS TREE SERVICE, INC.
FOR
HAZARDOUS TREE SERVICES, TREE PRUNING
AND RIGHT-OF-WAY ENCROACHMENT CLEARING**

THIS CONTRACT is executed as of this 4 day of Nov., 2014, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter the "Owner" or the "City"), and LEWIS TREE SERVICE, INC., a foreign profit corporation with principal address at 300 Lucius Gordon Drive, West Henrietta, New York 14586 (hereinafter the "Contractor") for hazardous tree services, tree pruning, and right-of-way encroachment clearing (hereinafter the "Project").

WITNESSETH, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties, respectively, it is mutually understood and agreed as follows:

1. That Contractor is the lowest and best responsible bidder for furnishing all labor, equipment, and materials and performing all operations necessary to perform various tree services on City's rights-of-way and City-owned parcels, as well as on privately owned properties which have been cited by City's Municipal Code Compliance Division for violations of City's Property Safety and Maintenance Code, including but not limited to tree removal, tree pruning, stump grinding, brush and tall grass removal, emergency tree work which may be required at any hour of the day or night to protect the public and facilitate the restoration of essential public services, FEMA response work if a catastrophic event or natural emergency occurs during the contract term, and the disposal of

debris generated by any of these operations, all in accordance with plans and specifications hereinafter referred to, and has been awarded this Contract for said work pursuant to award made September 19, 2014.

2. The Contractor will, at its own cost and expense, do the work required to be done on said Project and, if asked by the City, furnish the materials required to be furnished on said Project in accordance with plans and specifications prepared by the Mowing and Landscape Maintenance Division of the Department of Public Works entitled *Bid Specifications for Hazardous Tree Services, Tree Pruning, and Right-of-Way Encroachment Clearing*, City of Jacksonville Bid Number CP-0004-15, Bid Date September 3, 2014, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the "Contract Documents"), now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are hereby specifically made a part hereof and incorporated herein by this reference to the same extent as if fully set out herein, for a total amount not-to-exceed SEVEN HUNDRED FIFTY-TWO THOUSAND SEVEN HUNDRED EIGHTEEN AND 40/100 DOLLARS (\$752,718.40) for the Project, at and for the prices and on the terms contained in the Contract Documents; *provided however*, the above-stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole by a subsequently issued Master Blanket Order for all work involved at all locations. Such Master Blanket Order shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such Master Blanket Order issued.

3. On the faithful performance of this Contract by Contractor, Owner will pay the Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

4. The period of service of this Contract will commence on the date the Master Blanket Order is issued by City and continue in full force and effect for one (1) year, unless earlier terminated as provided in the Contract Documents. No work shall be started until Contractor receives the Master Blanket Order. The Master Blanket Order will include the amount of funds available for all work for one year, or a portion of one year, as specified in the Master Blanket Order. Contractor shall begin work within ten (10) days of receiving the Master Blanket Order.

5. This Contract may be renewed for up to three (3) periods of one (1) year each in the sole discretion of Owner. Such renewal will be on terms and conditions that are mutually acceptable to both parties.

6. Contractor shall submit and record payment and performance bonds in the Official Records of Duval County, as required by Section 255.05, Florida Statutes.

7. This Contract and all amendments thereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

8. In the event this Contract meets the statutory threshold, Contractor has certified that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor agrees that Owner may terminate this Contract immediately without penalty if Contractor is found to have

submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract in duplicate the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By *James R. McCain, Jr.*
James R. McCain, Jr.
Corporation Secretary

By *Karen Bowling*
Alvin Brown, Mayor



OWNER Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

WITNESS:

LEWIS TREE SERVICE, INC.

Jillian Stapleton
Signature

Jillian Stapleton

Type/Print Name

Bid & Contract Coordinator

Title

James W. Stenger
Signature

James W. Stenger

Type/Print Name

Senior Vice President/CFO

Title

CONTRACTOR

Encumbrance, funding information and approval as to form for internal City use are contained on the following page.

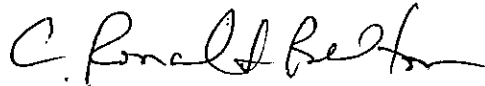
Encumbrance and funding information for internal City use:

**Accounts..... PWML011TR-03410
PWML15F-04904
PWML461SW-03410**

Amount..... \$752,718.40

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by a subsequently issued Master Blanket Order that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Master Blanket Order is issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent Master Blanket Order, as specified in said Contract.

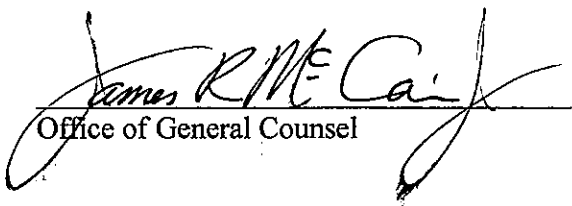


Director of Finance

City Contract # 10053



Approved as to form:



Office of General Counsel

CONTRACT NUMBER 10053
(Contract Number to be inserted by the City of Jacksonville)
**PERFORMANCE BOND
REQUIRED
BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: Lewis Tree Service, Inc.

Principal Business Address: 300 Lucius Gordon Drive, West Henrietta, New York 14586

Telephone: 585-295-2402

As to the Surety:

Name: Liberty Mutual Insurance Company

Principal Business Address: 175 Berkeley Street Boston, MA 02116

Telephone: () 585-232-4424

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) 255-7575

Description of Project including address and description of improvements: furnishing all labor, equipment and materials, and performing all operations necessary to perform various tree services on City's rights-of-way and City-owned parcels, as well as on privately owned properties which have been cited by City's Municipal Code Compliance Division for violations of City's Property Safety and Maintenance Code, including but not limited to tree removal, tree pruning, stump grinding, brush and tall grass removal, emergency tree work which may be required at any hour of the day or night to protect the public and facilitate the restoration of essential public services, FEMA response work if a catastrophic event or natural emergency occurs during the contract term, and the disposal of debris generated by any of these operations (hereinafter the "Project"), all in accordance with plans and specifications and other Contract Documents related to City of Jacksonville bid number CP-0004-15 for the Project.

CITY OF JACKSONVILLE, FLORIDA
PERFORMANCE BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that LEWIS TREE SERVICE, INC., as Principal, (hereinafter the "Principal" or the "Contractor"), and Liberty Mutual Insurance Company a corporation organized and existing under the laws of the State of Massachusetts and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of SEVEN HUNDRED FIFTY-TWO THOUSAND SEVEN HUNDRED EIGHTEEN AND 40/100 USD (\$752,718.40), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal made and entered into City Contract Number 10053 (to be inserted by the City) (the "Contract"), dated as of the 4 day of NOV, 2014, for furnishing all labor, equipment, and materials, and performing all operations necessary to perform various tree services on City's rights-of-way and City-owned parcels, as well as on privately owned properties which have been cited by City's Municipal Code Compliance Division for violations of City's Property Safety and Maintenance Code, including but not limited to tree removal, tree pruning, stump grinding, brush and tall grass removal, emergency tree work which may be required at any hour of the day or night to protect the public and facilitate the restoration of essential public services, FEMA response work if a catastrophic event or natural emergency occurs

during the contract term, and the disposal of debris generated by any of these operations (hereinafter the "Project"), all in strict accordance with plans and specifications and other Contract Documents prepared by the Mowing and Landscape Maintenance Division of City's Department of Public Works, Bid numbered CP-0004-14, Bid Date September 3, 2014, entitled *Bid Specifications for Hazardous Tree Services, Tree Pruning, and Right-of-Way Encroachment Clearing*, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: (1) promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond by reference, in strict compliance with the Contract requirements; and (2) perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and (3) pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this

bond.

PROVIDED FURTHER, that whenever Contractor shall be declared by City to be in default under the Contract, City having performed the City's obligations thereunder, Surety shall, at City's sole option, take one (1) of the following actions:

- (1) Within a reasonable time, but in no event later than thirty (30) days after City's written notice of termination for default, arrange for Contractor with City's consent, which shall not be unreasonably withheld, to complete the Contract and Surety shall pay City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that City sustains because of a default by Contractor under the Contract; or
- (2) (A) Within a reasonable time, but in no event later than sixty (60) days after City's written notice of termination for default, award a contract to a completion contractor and issue a notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions and, upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, City may elect to have Surety determine jointly with City the lowest responsible qualified bidder, to have Surety arrange for a contract between such bidder and City, and for Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the

Contract price”, as used in this Bond, shall mean the total amount payable by City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by City to Contractor.

C) either way, Surety shall pay City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney’s fees, including those incurred in appellate proceedings, that City sustains because of a default by Contractor under the Contract; or

- (3) Within a reasonable time, but in no event later than thirty (30) days after City’s notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to City and tender payment to City of any amount necessary in order for City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save City harmless on account of all claims and damages arising from Contractor’s default under the Contract, and pay City for all losses, delay and disruption damages, and other damages, expenses, costs, and statutory attorney’s fees, including those incurred in appellate proceedings, that City sustains because of a default of Contractor under the Contract.

PROVIDED FURTHER, Surety shall indemnify and save City harmless from any and all claims and damages arising from Contractor’s default under the Contract, including but not limited to contractual damages, expenses, costs, injury, negligent default, intentional default, patent infringement, and actual damages (including delay and disruption damages) in accordance with the

Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which Contractor receives from City a certificate of final completion under the Contract.

PROVIDED FURTHER, that during any interim period after City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to City, Surety shall be responsible for securing and protecting the work site, including but not limited to the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

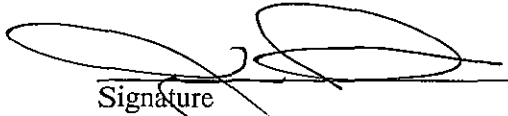
PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than City named herein or the heirs, executors, administrators, or successors of City.

[Remainder of page left blank intentionally. Signature page follows immediately.]

SIGNED AND SEALED this 4 day of Nov, 2014.

WITNESS:

LEWIS TREE SERVICE, INC.


Signature


Signature

William Stobton
Type/Print Name

James W. Stinger
Type/Print Name

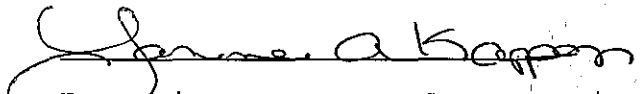
Bid+Contract Coordinator
Title

James W. Stinger
Title
AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Liberty Mutual Insurance Company





Leah E Farnsworth, Attorney-in-Fact

By Janine A Kappen, Attorney-in-Fact
Its

AS SURETY

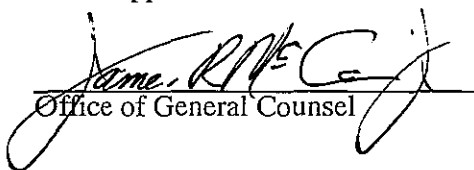
Name of Agent: Brown and Brown of NY

Address: 45 East Avenue

Rochester, NY 14604

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:


James R. McGee
Office of General Counsel

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

Certificate No. 6643779

American Fire and Casualty Company
The Ohio Casualty Insurance Company

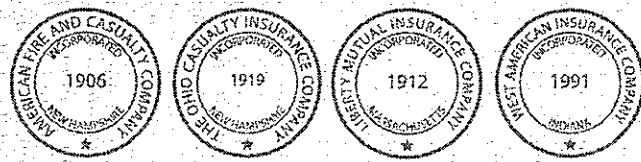
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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, Janine A. Kappen; Leah E. Farnsworth; 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 15th day of July, 2014



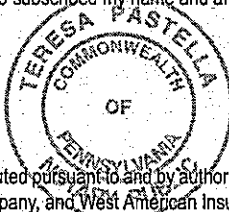
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of July, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 26, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
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 American Fire and Casualty Company, 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.

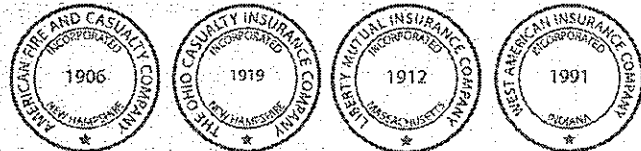
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 4 day of NOV, 2014



By: Gregory W. Davenport
Gregory W. Davenport, 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, 2013

Assets	Liabilities
Cash and Bank Deposits	Unearned Premiums
\$1,118,180,550	\$5,940,431,054
*Bonds — U.S Government	Reserve for Claims and Claims Expense.....
1,888,225,943	17,305,063,560
*Other Bonds.....	Funds Held Under Reinsurance Treaties.....
12,039,490,815	212,659,311
*Stocks	Reserve for Dividends to Policyholders.....
9,030,962,112	1,226,236
Real Estate	Additional Statutory Reserve.....
251,301,907	63,348,980
Agents' Balances or Uncollected Premiums.....	Reserve for Commissions, Taxes and
4,781,042,931	Other Liabilities
Accrued Interest and Rents.....	5,826,683,629
149,855,386	Total
Other Admitted Assets.....	\$29,349,412,770
<u>15,216,749,451</u>	Special Surplus Funds.....
Total Admitted Assets.....	\$55,686,852
<u>\$44,475,809,095</u>	Capital Stock.....
	11,250,000
	Paid in Surplus
	7,898,288,167
	Unassigned Surplus.....
	7,161,171,306
	Surplus to Policyholders
	<u>15,126,396,325</u>
	Total Liabilities and Surplus
	<u>\$44,475,809,095</u>



* 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, 2013, 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 20th day of March, 2014.

T. Mikolajewski

Assistant Secretary

CONTRACT NUMBER 10053
(Contract Number to be inserted by the City of Jacksonville)

**PAYMENT BOND
REQUIRED
BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: Lewis Tree Service, Inc.

Principal Business Address: 300 Lucius Gordon Drive, Henrietta, New York 14586

Telephone: 585-295-2402

As to the Surety:

Name: Liberty Mutual Insurance Company

Principal Business Address: 175 Berkeley Street Boston, MA 02116

Telephone: () 585-232-4424

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) 255-7575

Description of project including address and description of improvements: furnishing all labor, equipment, and materials, and for performing all operations necessary to perform various tree services on City's rights-of-way and City-owned parcels, as well as on privately owned properties which have been cited by City's Municipal Code Compliance Division for violations of City's Property Safety and Maintenance Code, including but not limited to tree removal, tree pruning, stump grinding, brush and tall grass removal, emergency tree work which may be required at any hour of the day or night to protect the public and facilitate the restoration of essential public services, FEMA response work if a catastrophic event or natural emergency occurs during the contract term, and the disposal of debris generated by any of these operations, (hereinafter the "Project"), all in accordance with plans and specifications and other Contract Documents related to City of Jacksonville bid number CP-0004-15 for the Project.

CITY OF JACKSONVILLE, FLORIDA
PAYMENT BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that LEWIS TREE SERVICE, INC., as Principal, (hereinafter the "Principal"), and Liberty Mutual Insurance Company a corporation organized and existing under the laws of the State of Massachusetts and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of SEVEN HUNDRED FIFTY-TWO THOUSAND SEVEN HUNDRED EIGHTEEN AND 40/100 USD (\$752,718.40), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 10053 (to be inserted by the City) (the "Contract"), dated as of the 4 day of NOV, 2014, for furnishing all labor, equipment, and materials, and for performing all operations necessary to perform various tree services on City's rights-of-way and City-owned parcels, as well as on privately owned properties which have been cited by City's Municipal Code Compliance Division for violations of City's Property Safety and Maintenance Code, including but not limited to tree removal, tree pruning, stump grinding, brush and tall grass removal, emergency tree work which may be required at any hour of the day or night to protect the public and facilitate the restoration of essential public services, FEMA response work if a catastrophic event or natural emergency occurs

during the contract term, and the disposal of debris generated by any of these operations (hereinafter the "Project"), all in strict accordance with plans and specifications and other Contract Documents prepared by the Mowing and Landscape Maintenance Division of City's department of Public Works, Bid numbered CP-0004-15, Bid Date September 3, 2014, entitled Bid Specifications for Hazardous Tree Services, Tree Pruning, and Right-of-Way Encroachment Clearing, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the said Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials, or supplies that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and

(2) Defends, indemnifies, and saves City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Contract, provided City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by City to pay the Principal as required by the Contract; and

(3) Pays City all losses, damages, expenses, costs, and attorney's fees, including those

incurred in appellate proceedings, that City sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and, specifically, Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials, or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides to each of them, both of the proper notices, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED FURTHER, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED FURTHER, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after the Principal's receipt of final payment (or the payment estimate containing Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this

Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED this 4 day of NOV, 2014.

WITNESS:

LEWIS TREE SERVICE, INC.


Signature


Signature

Lillian Stapleton
Type/Print Name

James W. Stinger
Type/Print Name

Bid+Contract Coordinator
Title

Senior VP / CFO
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Liberty Mutual Insurance Company

Leah E. Farnsworth



Leah E Farnsworth, Attorney-in-Fact
Its

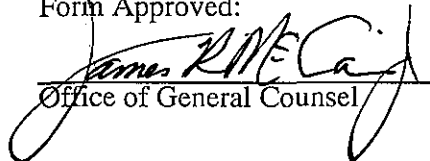
By: Janine A Kappen, Attorney-in-Fact

AS SURETY

Name of Agent: Brown and Brown of NY

Address: 45 East Avenue Rochester, NY 14604

Form Approved:


Office of General Counsel

Note. Date of Bond Must Not Be Prior to Date of Contract

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

Certificate No. 6643780

American Fire and Casualty Company
The Ohio Casualty Insurance Company

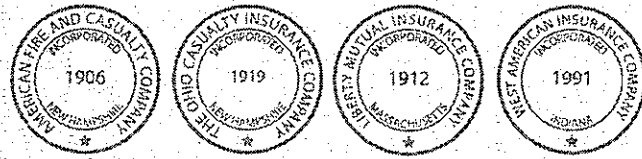
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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, Janine A. Kappen; Leah E. Farnsworth; 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 15th day of July, 2014.



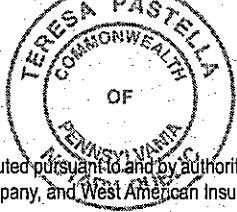
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of July, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
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 American Fire and Casualty Company, 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.

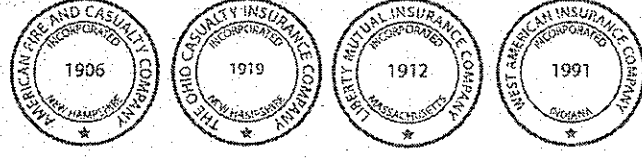
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 4 day of NOV, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, 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, 2013

Assets	Liabilities
Cash and Bank Deposits..... \$1,118,180,550	Unearned Premiums..... \$5,940,431,054
*Bonds — U.S Government..... 1,888,225,943	Reserve for Claims and Claims Expense..... 17,305,063,560
*Other Bonds..... 12,039,490,815	Funds Held Under Reinsurance Treaties..... 212,659,311
*Stocks..... 9,030,962,112	Reserve for Dividends to Policyholders..... 1,226,236
Real Estate..... 251,301,907	Additional Statutory Reserve..... 63,348,980
Agents' Balances or Uncollected Premiums..... 4,781,042,931	Reserve for Commissions, Taxes and
Accrued Interest and Rents..... 149,855,386	Other Liabilities..... <u>5,826,683,629</u>
Other Admitted Assets..... <u>15,216,749,451</u>	Total..... \$29,349,412,770
Total Admitted Assets..... <u>\$44,475,809,095</u>	Special Surplus Funds..... \$55,686,852
	Capital Stock..... 11,250,000
	Paid in Surplus..... 7,898,288,167
	Unassigned Surplus..... 7,161,171,306
	Surplus to Policyholders..... <u>15,126,396,325</u>
	Total Liabilities and Surplus..... <u>\$44,475,809,095</u>



* 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, 2013, 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 20th day of March, 2014.

TAMIKOLAJEWSKI

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2013

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

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

PRODUCER MARSH USA INC. 70 LINDEN OAKS, SUITE 310 ROCHESTER, NY 14625 Attn: Upstate.certrequest@Marsh.com Fax: 212-948-0930 310001-MAIN-CAS-13-14	CONTACT NAME: PHONE (A/C, No. Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED LEWIS TREE SERVICE, INC. ATTN: RISK MANAGEMENT DEPARTMENT 300 LUCIUS GORDON DRIVE WEST HENRIETTA, NY 14586-9686	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Indemnity Ins Co Of North America		43575
	INSURER C: Starr Indemnity & Liability Company		38318
	INSURER D: Navigators Insurance Company		42307
	INSURER E: INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** NYC-006764448-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDOG2702371A	11/01/2013	11/01/2014	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISAH08722122	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000020477	11/01/2013	11/01/2014	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC47323356 (AOS)	11/01/2013	11/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
A	Y/N <input checked="" type="checkbox"/> N N/A			WLRC47323393 (MA)	11/01/2013	11/01/2014	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Excess Layer Liability			NY13EXR764340IV	11/01/2013	11/01/2014	Each Occurrence	5,000,000
							Aggregate	5,000,000

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

Evidence of Coverage

CERTIFICATE HOLDER

Lewis Tree Service, Inc.
 300 Lucius Gordon Drive
 W. Henrietta, NY 14586

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Kimberly M Tortora

Kimberly M Tortora

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