

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
GREENSCAPE OF JACKSONVILLE, INC.  
FOR  
EQUISTRIAN CENTER TREE PLANTING (LEVEL 3)**

**THIS FIRST AMENDMENT** (“Amendment”) to the Agreement is made and entered into in duplicate on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF JACKSONVILLE**, a Florida municipal corporation (the “CITY”) and **GREENSCAPE OF JACKSONVILLE, I N C .**, a Florida non-profit corporation with a business address at 1468 Hendricks Avenue, Jacksonville, Florida 32207 (the “CONTRACTOR”).

**RECITALS:**

**WHEREAS**, pursuant to the appropriation set forth in **Ordinance 2020-213-E**, and the approval by the Tree Commission followed by the Mayor’s Budget Review Committee, the CITY and CONTRACTOR entered into that certain Tree Planting Program (Level 3) Grant Agreement for the Jacksonville Equestrian Center, **Contract No. 615745-21**, dated January 8, 2021 (the “Agreement”); and

**WHEREAS**, pursuant to Paragraph 6.3 of the existing Agreement (Draw Procedures), in order to request a Draw the CONTRACTOR must have paid its subcontractors for the work being requested for payment by the CITY and provide proof of payment; and

**WHEREAS**, pursuant to Paragraph 6.4 of the existing Agreement (Requests for Draw), each Draw request is to be completed on Exhibit G-2 of the Agreement, and again requires that the CONTRACTOR has actually paid the cost of the labor and materials incorporated into the project; and

**WHEREAS**, the CITY desires to amend the Agreement, in order to allow Draws to be requested and made based on a “work performed and invoiced” basis; and

**WHEREAS**, the CITY and the CONTRACTOR have negotiated mutually satisfactory terms for the execution of this Agreement; and

**WHEREAS**, this Amendment is necessary and appropriate to effectuate the tasks provided for in the Agreement; now therefore

**IN CONSIDERATION** of the premises and mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. The above-stated Recitals are accurate, true and correct and are incorporated herein and made a part hereof by this reference.

2. Capitalized terms used but not defined herein shall have the meanings given them in the Agreement.

3. Paragraph 6.3 of the Agreement is amended, and shall now, after the strike-out and underlining are incorporated, read as follows:

“6.3 Draw Procedures. All Draws shall be made from time to time upon written application of the Contractor pursuant to a Draw Request. The Contractor shall submit Draw Requests to the City in accordance with the Approved Draw Schedule attached hereto as Exhibit G-1, covering work performed since the prior Draw Request. Each Draw Request shall constitute a representation and warranty by the Contractor to the City that (a) the work performed and the materials supplied as of the date thereof are in accordance with the Construction Documents, this Agreement, (b) the work and materials for which payment is requested have been physically incorporated into the Project Scope, (c) the value is as stated, (d) the work and materials conform with all applicable rules and regulations of the public authorities having jurisdiction, (e) payment for the items described in such Draw Request has been invoiced to the Contractor by those providing the labor or materials and those materials ~~has been made by the Contractor~~ have been incorporated into the Project, (f) such Draw Request is consistent with this Agreement, and (g) no Event of Default or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.”

4. Paragraph 6.4 of the Agreement is amended, and shall now, after the strike-out and

underlining are incorporated, read as follows:

“6.4 Requests for Draw. For each request for a Draw, the Contractor shall submit to the City a completed written Draw request (each, a “*Draw Request*”) on a copy of the Draw Request Form attached hereto as ~~Exhibit G-2~~ **Revised Exhibit G-2**. In each Draw Request, the Contractor shall certify and describe in detail reasonably acceptable to the City (a) the cost of the labor that has been performed and the materials that have been incorporated into the Project Scope, (b) the amount actually ~~paid by~~ invoiced to the Contractor for such labor and materials and (c) the amount that the Contractor is seeking pursuant to the Draw Request. The Contractor shall attach to each Draw Request such invoices, ~~receipts, cancelled checks (or evidence that payment has cleared Contractor’s banking account)~~, and other documents required by the City evidencing that the costs and expenses were actually incurred ~~and paid for by the Contractor and were expended on~~ and pertain to the Project Scope.”

5. **Exhibit “G-2”** (Draw Request Form) to the Agreement is deleted in its entirety and replaced with the attached composite **Revised Exhibit “G-2”** (Draw Request Form, Quantities for Partial Payment, and Affidavit for Final Payment); and all references in the Agreement to **Exhibit “G-2”** shall mean and refer to the **Revised Exhibit “G-2”**, as attached hereto to this Amendment and made a part hereof.

6. Ratification of actions. All actions of the parties from the Effective Date through the date of execution of this Amendment are hereby ratified and confirmed in all respects, to the extent such actions are consistent with the terms of the Agreement.

7. All other terms of the Agreement except those expressly amended in this Amendment shall remain unchanged and shall continue in full force and effect; and, the Agreement, as amended herein, is hereby ratified and confirmed by the parties and is in full force and effect as of the date of this Amendment.

8. This Amendment may be executed in counterparts, .PDF copies, and/or facsimile signatures, the counterparts of which, when taken together, shall constitute but one entire and original Amendment.

[The remainder of this page is left intentionally blank]

**IN WITNESS WHEREOF**, the parties hereto have executed this

Amendment the day and year first above written.

**WITNESS:**

**GREENSCAPE OF JACKSONVILLE, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Signature

\_\_\_\_\_

**Name:** \_\_\_\_\_

Type/Print Name

Type / Print Name

\_\_\_\_\_

\_\_\_\_\_

Title

Title

**ATTEST:**

**CITY OF JACKSONVILLE**

By \_\_\_\_\_

By \_\_\_\_\_

Print: \_\_\_\_\_  
Corporation Secretary

Lenny Curry, Mayor

In accordance with 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; and that provision has been made for the payment of monies provided therein to be paid.

\_\_\_\_\_  
Director of Administration and Finance  
CITY Contract Number:

Amendment No.:2

Form Approved:

\_\_\_\_\_  
Office of General Counsel

*GC-#1435294-v1-Greenscape\_Equestrian\_K\_Amend\_for\_draws.docx*

**Revised Exhibit G-2**  
**GREENSCAPE OF JACKSONVILLE, INC.**

**DRAW REQUEST FORM NO. \_\_\_\_\_**

<b>PROJECT</b>	<u>Jacksonville Equestrian Center</u>	<b>BID NO.</b>	<u>N/A</u>	<b>CONTRACT NO.</b>	<u>615745-21</u>
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For Work accomplished through the date of \_\_\_\_\_

**A. Contract and Change Orders:**

- 1. Contract Amount ..... \$ \_\_\_\_\_
- 2. Executed Change Orders ..... +\$ \_\_\_\_\_
- 3. Total Contract (1) + (2)..... \$ \_\_\_\_\_

**B. Work Accomplished:**

- 4. Work Performed on Contract Amount..... \$ \_\_\_\_\_
- 5. Work Performed on Change Orders ..... +\$ \_\_\_\_\_
- 6. Total Work Completed (4) + (5)..... \$ \_\_\_\_\_
- 7. Retainage\*- 10% of Item (6) ..... -\$ \_\_\_\_\_
- 8. Les Previous Payments Made or Invoiced..... -\$ \_\_\_\_\_
- 9. Payment Amount Due this Application (6) – (7) – (8)..... \$ \_\_\_\_\_

(\* Retainage subject to conditions as set forth in Contract.

**GREENSCAPE OF JACKSONVILLE, INC. CERTIFICATION**

GREENSCAPE OF JACKSONVILLE, INC. certifies that: (1) all items and amounts shown above are correct; (2) all Work performed and materials supplied fully comply with the terms and conditions of the Contract Documents; (3) all previous progress payments received from the CITY OF JACKSONVILLE for Work done under the Contract referred to above have been applied to discharge all obligations that GREENSCAPE OF JACKSONVILLE, INC. incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and equipment incorporated into said Work or otherwise listed in or covered by this Application for Payment will pass to the CITY OF JACKSONVILLE at time of payment, free and clear of all liens, claims, security interests and encumbrances.

Dated \_\_\_\_\_ 20 \_\_\_\_\_ GREENSCAPE OF JACKSONVILLE, INC.

By: \_\_\_\_\_

**CITY APPROVAL**

_____	_____	_____
Date	Name	Title

\_\_\_\_\_  
 Signature

**Revised Exhibit G-2  
LEVEL 3 TREE PLANTING PROGRAM  
QUANTITIES FOR PARTIAL PAYMENT  
(Draw Request Form Attachment)**

PROJECT NAME: Jacksonville Equestrian Center Tree Planting

LOCATION: \_\_\_\_\_

CONTRACT/ P.O. NUMBER: #615745-21 BID NUMBER: N/A

PAY REQUEST NUMBER: \_\_\_\_\_ FROM: \_\_\_\_\_ TO: \_\_\_\_\_

CONTRACTOR: Greenscape of Jacksonville, Inc.

ADDRESS: \_\_\_\_\_

No	Description	Prj/ Contract Amount (\$) (a)	Value of Completed Work To Date (\$) (b)	% Complete of Contract Amount (c)	Value of Work Remaining (\$) (d)
1	Project Administration Services				
2	Design & Construction Oversight Services				
3	Total Approved Change Orders (Admin, Design, Construction Oversight)				
4	Prj. Admin/Design Contract \$ (1a+2a+3a)				
5	Landscape Construction/Maintenance-AWARD AMOUNT				
6	Landscape Construction/Maintenance-CHANGE ORDERS				
7	<b>Total Approved Budget Amount (4 + 5 + 6)</b>				
8	<b>Prj Funding by Ordinance</b>				
9	Prj. Funding Remaining, (8-7)	<b>0</b>			
10	Total Construction Amount (5 + 6)				
11	Landscape Construction 90% x (10a)				
12	Landscape Maintenance 10% x (10a)				
13	Value of Completed Work (1b+2b+3b+11b+12b)				
14	Tot Prj Percent Complete (13b/7)				
15	Value of Contracted Work Remaining (7-13b)= (1d+2d+3d+11d+12d)				

**Revised Exhibit G-2**

**CITY OF JACKSONVILLE, FLORIDA**

**GREENSCAPE OF JACKSONVILLE, INC. AFFIDAVIT  
FOR  
FINAL PAYMENT**

**STATE OF FLORIDA**

**COUNTY OF DUVAL**

That under date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the undersigned (GREENSCAPE OF JACKSONVILLE, INC.) certifies that the certain contract agreement entered into with the CITY OF JACKSONVILLE as OWNER, covering the Jacksonville Equestrian Center (List of Improvements)

\_\_\_\_\_ has been entirely performed; that the improvements contracted by said contract have been fully completed; and the OWNER's final payment is due to the undersigned.

This statement is given under oath in compliance with the Uniform Mechanics Lien Law of Florida to enable the undersigned to obtain final payment from the OWNER. GREENSCAPE OF JACKSONVILLE, INC. certifies that all lienors contracting directly with, or directly employed by the undersigned, or in connection with said improvements and under and in connection with said contract have been paid in full, except for the following amounts for the following \_\_\_\_\_ services:

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

The foregoing instrument was executed and acknowledged before me by means of \_\_\_\_\_ physical presence, or

\_\_\_\_\_ online notarization,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Greenscape of Jacksonville, Inc.. He/she is

\_\_\_\_\_ personally known to me, or

\_\_\_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_ (x)

\_\_\_\_\_  
[Print or type name]

NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_