

TREE PLANTING PROGRAM (LEVEL 3) GRANT AGREEMENT

([Project Name])

THIS TREE PLANTING PROGRAM (LEVEL 3) GRANT AGREEMENT (“*Agreement*”) is made and is effective as of _____, 20__ (the “*Effective Date*”), by and among the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the “*City*”) and _____, a _____ (the “*Contractor*”).

RECITALS:

WHEREAS, pursuant to Section 94.106, *Ordinance Code*, the Jacksonville Tree Commission (“*Commission*”) established the Level 3 Community Organization Tree Planting Program (the “*Program*”), which program provides the process to apply for an appropriation by the City for project funding to local community and not-for-profit organizations to design, manage and implement tree planting projects on publicly owned land within Duval County that will conserve and enhance the City’s tree canopy;

WHEREAS, the Contractor applied through the Commission to the City to receive project funding under the Program for the tree planting project more particularly described in Contractor’s project application; and

WHEREAS, the City has approved Contractor’s project application request has agreed to fund Contractor’s tree planting project subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

ARTICLE I

Incorporation of Recitals; Definitions

1.1 The parties hereto acknowledge and agree that the recitals above are correct and incorporated herein by this reference.

1.2 All capitalized terms shall have the meanings given to them in this Agreement, including, but not limited to, the capitalized terms defined below:

“*Application*” shall mean Contractor’s application under the Program as recommended for approval by the Commission, a copy of which is on file with the Commission.

“*City Tree Planting Standards, Specifications and Details*” shall mean the City tree planting standards contained on **Exhibit F** attached hereto.

“*Construction Documents*” shall mean the Design Plans along with any modifications thereto.

“*Design Plans*” shall mean the City approved design plans and drawings for the Project, including but not limited to the Planting Plan, the Plant Schedule, the City’s Tree Planting Standards, Specifications and Details, and the Project Performance Schedule.

“*Draw Request Forms*” shall mean the draw request forms in substantially the same form as attached hereto as **Exhibit G-2**.

“*Extended Warranty and Maintenance*” shall mean the warranty that continues for the minimum specified maintenance period for trees replaced after the Initial Acceptance.

“*Governmental Approvals*” shall mean all necessary approvals and consents from all governmental or quasi-governmental authorities having jurisdiction over the Project, including, but not limited to, street openings or closings, zoning and use and occupancy permits, sewer permits, environmental permits and approvals, building permits, highway occupancy permits, subdivision and land development approvals, and approvals of fire underwriters.

“*Plant Schedule*” shall mean the information in table format containing the tree common name, botanical name, height and spread, single or multi-trunk, trunk caliper (see current edition of “Florida Grades and Standards for Nursery Stock” for more information), quality, and any notes regarding shape, whether it was container grown or will be transported in a “balled and burlapped” condition, handling, or similar information, and as contained on **Exhibit B-2** attached hereto.

“*Planting Plan*” shall mean the Construction Document derived from the schematic Planting Plan approved as part of the Application for grant funds, and as contained on **Exhibit A-2** attached hereto. Existing conditions such as overhead and underground utilities, existing vegetation to remain and to be removed, existing signage, existing hardscape such as roadways and sidewalks, and existing tree canopy adjacent to the Project site shall be shown on the drawing. Drawings shall be provided in electronic format.

“*Project Documents*” shall mean all documents executed and delivered in connection with this Agreement.

“*Project Funds*” shall mean the City funds provided to Contractor for the Project pursuant to this Agreement in the amount of _____ **DOLLARS AND NO CENTS** (\$_____.00).

“*Project Budget and Cost Breakdown*” shall mean the Cost Breakdown approved in the Application and as contained on **Exhibit D** attached hereto.

“***Project Performance Schedule***” shall mean the performance schedule as approved in the Application and as contained on **Exhibit C** attached hereto.

“***Project Scope***” shall mean the project and scope of work to be performed by Contractor identified in Contractor’s Application, including but not limited to the Contractor’s approved Planting Plan, and irrigation plan if any, as more particularly described on **Exhibit B-1** attached hereto.

“***Project Location***” shall mean the location of the tree planting, in context to the surrounding region of Duval County, as more particularly described and shown on **Exhibit A-1**.

ARTICLE II **Project**

2.1 **Project Funds.** Subject to the terms and conditions set forth in this Agreement, City agrees to pay and disburse the Project Funds to Contractor. Contractor acknowledges and agrees that the Project Funds shall be disbursed on a work performed and invoiced basis only subject to the Draw requirements in Article VI herein. In no event shall the City be required to advance any or all of the Project Funds to Contractor. The Project Funds shall be the City’s maximum indebtedness to the Contractor under this Agreement. The Project Funds shall be used by the Contractor to fund the Project.

2.2 **Project Scope.** The Contractor agrees to perform the Project Scope in accordance with the Design Plans, Project Performance Schedule and Project Budget. If any services, functions, or responsibilities not specifically set forth in this Agreement are necessary for the proper performance of the Project Scope, then such services, functions and responsibilities shall be deemed implied by and included within the Project Scope.

2.3 **Refund and Return of Project Funds; Reimbursement of Collection Costs.**

2.3.1 **No Entitlement to Project Funds.** In the event the Contractor receives any portion of the Project Funds to which it is not entitled as of the date of Draw of the same, whether by accident or otherwise, then such funds shall automatically revert to the City, and the Contractor shall immediately refund and return all such funds to the City without demand or further notice.

2.3.2 **Misuse of Project Funds.** In the event the Contractor expends any portion of the Project Funds in a manner inconsistent with the terms of this Agreement, the City Tree Planting Standards and Specifications, or any applicable and governing federal, state or local law, rule regulation or policy, then the Contractor shall immediately refund and return all such funds to the City without demand or further notice.

2.3.3 **Reimbursement of Collection Costs.** The Contractor shall reimburse the City for all costs, expenses and fees, including attorneys’ fees and court costs, incurred or expended by the City in connection with any collection efforts to recover any funds due to the City pursuant to this Agreement.

ARTICLE III
Use of Project Funds; Other Requirements

3.1 Use of Project Funds. The Contractor shall expend the Project Funds solely and exclusively for the Project Scope, which shall be constructed on the Project Location. The Contractor shall not expend or otherwise use any or all of the Project Funds for any other purpose without the prior written consent of the City, which consent may be withheld in its sole discretion.

3.2 Compliance with the City’s Tree Planting Standards, Specifications and Details, and Applicable Federal, State and Local Laws, Rules, Regulations and Policies. Contractor must comply with the City Tree Planting Standards and Specifications with respect to the performance of the Project Scope. The Design Plans shall be approved by the City’s landscape architect prior to the commencement of the Project Scope. The Contractor shall use the Project Funds in a manner consistent with all applicable and governing federal, state and local laws, rules, regulations and policies, and any subsequent amendment thereto, during the Term of this Agreement. The Contractor acknowledges and agrees that the Contractor has reviewed, understands and is familiar with all such applicable and governing federal, state and local laws, rules, regulations and policies.

3.3 Compliance with the Additional Terms and Conditions. In addition to the requirements, limitations and restrictions set forth elsewhere in this Agreement, the Contractor shall strictly follow and comply with the additional terms and conditions contained on **Exhibit E**.

ARTICLE IV
Project Performance Schedule

4.1 The Contractor and the City have jointly established the Project Performance Schedule, as described on **Exhibit C**. The Contractor shall timely perform its obligations set forth on the Project Performance Schedule. The Project Performance Schedule shall not be modified without the prior written consent of the City, which consent may be withheld in its sole discretion.

ARTICLE V
Completion of Project

5.1 Completion of the Project. The Contractor shall complete construction of the Project Scope by no later than the time calculated pursuant to **Exhibit C** (the “***Project Completion Date***”). For purposes of this Agreement, completion of the Project Scope shall be deemed to have occurred only when the following conditions (the “***Project Completion Conditions***”) shall have been satisfied:

- (a) The Contractor shall furnish to the City certificate of substantial completion from the Design Consultant to establish to the City's satisfaction that the Project Scope has been properly completed and is not subject to any violations or uncorrected conditions

noted or filed in any City department;

(b) The Contractor shall submit to the City a proper contractor's final affidavit and full and complete releases of liens from each contractor, subcontractor and supplier, or other proof satisfactory to the City, confirming that final payment has been made for all materials supplied and labor furnished in connection with the Project Scope;

(c) The Project Scope shall have been finally completed in all respects in accordance with the Design Plans, as verified by a final inspection report satisfactory to the City, certifying that the Project Scope has been constructed in a good and workmanlike manner and is in satisfactory condition. In the event the City determines that there is a deficiency with the Project Scope, the City reserves the right to require that an escrow be established in an amount satisfactory to the City to remedy such deficiency.

5.2 Change Orders. No material amendment shall be made to the Design Plans or the Construction Documents executed in connection with the Project Scope nor shall any material change orders be made by Contractor thereunder without the prior written consent of the City.

5.3 Subcontractors. The Contractor agrees that it will not engage or continue to employ, or permit any of its general contractors to engage or continue to employ, any contractor, subcontractor or materialman or any other third party who may be reasonably objectionable to the City. If requested by the City, the Contractor shall deliver to the City a fully executed copy of each of the agreements between the Contractor and such third parties and between any such general contractor and any contractor, subcontractor or materialman or any other third party, each of which shall be in form and substance reasonably satisfactory to the City. The City's approval of a construction contract is specifically conditioned upon the following: (a) the total contract price thereof does not exceed the fair and reasonable cost of the Project Scope to be performed thereunder and (b) the contractor or subcontractor is of recognized standing in the trade, has a reputation for complying with contractual obligations and is otherwise reasonably acceptable to the City.

5.4 Liens and Lien Waivers. The Contractor shall take all action necessary to have any mechanic's and materialmen's liens, judgment liens or other liens or encumbrances filed against any real property contemplated by this Agreement released or transferred to bond within ten (10) days of the date the Contractor receives notice of the filing of such liens or encumbrances. If any such lien or encumbrance is filed, the City shall not be required to make any Draws (as defined herein) until it is bonded over or removed and a copy of the recorded release thereof is received and accepted by the City. The City shall not be obligated to disburse any funds to Contractor if, in the opinion of the City, any Draw, real property contemplated by this Agreement or any other collateral for the Project Funds would be subject to a mechanic's or materialmen's lien or any other lien or encumbrance other than inchoate construction liens. The Contractor shall be fully and solely responsible for compliance in all respects whatsoever with the applicable mechanic's and materialmen's lien laws.

5.5 Authority of City to Monitor Compliance. During all periods of design and construction of the Project Scope, the Contractor shall permit the City's Chief Executive Officer or his/her designated personnel, to monitor compliance by the Contractor with the provisions of

this Agreement and any Construction Documents. During the period of construction of the Project Scope and with prior notice to the Contractor, representatives of the City shall have the right of access to the Contractor's records and employees, as they relate to the Project Scope, during normal business hours.

5.6 Construction and Operation Management. Except as otherwise expressly provided herein, the Contractor shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, construction and operation of the Project Scope, provided that the same shall, in any event, conform to and comply with the terms and conditions set forth in this Agreement, the Construction Documents, and all applicable and governing federal, state and local laws, rules, regulations and policies (including without limitation, applicable zoning, subdivision, building and fire codes). The Contractor's discretion, control and authority with respect thereto shall include, without limitation, the following matters:

(a) the construction and design of the Project Scope, subject to the express terms and conditions of this Agreement;

(b) the selection, approval, hiring and discharge of engineers, architects, contractors, subcontractors, professionals and other third parties (collectively, the "Vendors") on such terms and conditions as the Contractor deems appropriate; provided however, that to the extent that the City furnishes to Contractor the names and identities of Jacksonville-based vendors, including, without limitation, Jacksonville-based minority vendors, and to the extent that the Contractor has the need to enter into contracts with vendors outside of persons employed by Contractor or companies affiliated with or controlled by the Contractor, then the Contractor agrees to include all such Jacksonville-based vendors in the process established by the Contractor for obtaining bids for any of the Project Scope;

(c) the negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to Contractor; and

(d) the preparation of such budgets, cost estimates, financial projections, statements, information and reports as Contractor deems appropriate.

5.7 Guarantee of Plant Material. Contractor guarantees that the plant material will meet the Landscape Specifications, attached hereto as **Exhibit F**, for a period of _____.

5.8 Extended Warranty/Maintenance. Pursuant to the Landscape Specifications, attached hereto as part of **Exhibit F**, the maintenance, inspection and acceptance provisions shall apply to replacement trees.

5.9 Survival of Agreement after Project Completion. This Agreement shall not terminate until the Project has completed a successful inspection by the City after the guarantee period, and any extension thereof pursuant to the terms of this Agreement.

Revised August __, 2021

ARTICLE VI
Draws

6.1 **Maximum Amount.** Provided that the Contractor has performed all obligations of the Contractor then due and subject to compliance by the Contractor with the terms and conditions of this Agreement, the City shall make Draws (each, a “*Draw*” and collectively, the “*Draws*”) to Contractor for the Project Scope, up to the maximum amount of the Project Funds in accordance with the Approved Draw Schedule attached hereto as **Exhibit G-1**. Prior to Draw, the Contractor must provide a local business tax receipt to do business in the City of Jacksonville.

6.2 **Reserved.**

6.3 **Draw Procedures.** All Draws shall be made from time to time upon written application of the Contractor pursuant to a Draw request (each, 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. By submitting a Draw Request, the Contractor warrants to the City that:

(a) the work performed and the materials supplied as of the date thereof are in accordance with the Construction Documents and 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) the items described in the Draw Request have been invoiced to the Contractor by those providing the labor or materials, and the invoices, receipts and other documents required by the City are provided as evidence that the costs and expenses were actually incurred by the Contractor,

(f) evidence in the form of receipts, cancelled checks, and other documents required by the City shall be included with Draw Requests showing that the *previous* progress payment, if any, has been applied to pay in full its obligations incurred for the Work covered by the prior Draw Request

(g) such Draw Request is consistent with this Agreement, and

(h) 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.

6.4 **Requests for Draw.** For each request for a Draw, the Contractor shall submit to the City a completed written Draw Request on a copy of the Draw Request Forms attached hereto as **Exhibit G-2**, or on a form that is substantially similar as provided by the Department of Public Works.

6.5 Inspection. Upon receiving the Draw Request, the City staff shall determine (a) whether the work completed as of the date of such Draw Request has been done satisfactorily and in accordance with the Construction Documents, and this Agreement, and (b) whether the costs actually incurred is a part of the Project Scope to be performed under this Agreement. All inspections by or on behalf of the City shall be solely for the benefit of the City, and Contractor shall have no right to claim any loss or damage against the City or the City inspector arising from any alleged (x) negligence in or failure to perform such inspections, (y) failure to monitor Draws or the progress or quality of construction or (z) failure to otherwise properly administer the Project Funds.

6.6 Conditions to Draws.

6.6.1 General Conditions. The City shall have no obligation to make any Draw (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such Draw has been satisfied or (b) if an Event of Default or an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default, has occurred or is continuing.

6.6.2 Conditions to Initial Draw. The obligation of the City to make the initial Draw is conditioned upon the occurrence of each of the following:

(a) The Contractor shall have provided to the City, in form and substance satisfactory to the City, evidence that the Contractor has applied for and has obtained, or is pursuing and will obtain, all governmental approvals and consents required for the construction of the Project Scope;

(b) The Contractor shall have provided to the City proof of insurance coverage as required in this Agreement;

(c) The Contractor shall have submitted to the City a Draw Request pursuant to Section 6.4 hereof;

(d) The Contractor shall have provided to the City, in form and substance satisfactory to the City, an updated Project Budget showing the amount of money actually spent by the Contractor on particular items and the remaining costs of the Project Scope; and

(e) The Contractor shall have provided to the City, in form and substance satisfactory to the City, any such other document, instrument, information, agreement or certificate the City may require.

6.6.3 Conditions to Final Draw. The obligation of the City to make the Final Draw is conditioned upon the occurrence of the Contractor having completed the Project Completion Conditions set forth in Section 5.1 hereof.

6.7 No Warranty by the City. Nothing contained in this Agreement or any other document attached hereto or contemplated hereby shall constitute or create any duty on or warranty

by the City regarding: (a) the accuracy or reasonableness of the Project Budget; (b) the feasibility or quality of the Construction Documents; (c) the proper application by the Contractor of the Project Funds; (d) the quality or condition of the Project Scope; or (e) the competence or qualifications of any third party furnishing services, labor or materials in connection with the construction of the Project Scope. The Contractor acknowledges that the Contractor has not relied and will not rely upon any experience, awareness or expertise of the City, or the City's inspector, regarding the aforesaid matters.

ARTICLE VII **Term and Termination**

7.1 Term. This Agreement shall be effective for the period beginning on the Effective Date and shall terminate upon the City's Final Acceptance. Final Acceptance occurs at the point when the landscape maintenance work required after the Initial Inspection, including any punch list items from the Final Inspection, has been completed to the satisfaction of the City's Contract Manager, unless terminated sooner pursuant to the provisions hereunder (the "***Term***").

7.2 Events of Default; Termination.

7.2.1 Events of Default. The occurrence of any one or more of the following events prior to the expiration of the Term shall constitute an "***Event of Default***" hereunder:

(a) Failure to perform or observe any material term, agreement, covenant or condition of this Agreement or any of the agreements or other instruments attached hereto as Exhibits, which such default continues for ten (10) business days after written notice thereof; provided that, if such failure cannot be reasonably cured within ten (10) business days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within such ten (10) business day period and pursues such cure to a timely conclusion.

(b) A violation of any applicable and governing federal, state or local law, rule, regulation or policy with respect to the subject matter hereof.

(c) Any representation or warranty contained in this Agreement shall be false or misleading in any material respect.

(d) The application by Contractor for, or consent to, the appointment of a receiver, trustee, liquidator or custodian (or similar official) of its or all or a substantial part of its assets, or if any party shall be unable or admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent, file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors or agrees to take advantage of any insolvency law, file an answer admitting the material allegations of a petition filed against it in any bankruptcy,

reorganization or insolvency proceeding or if any corporate action shall be taken by it for any purpose of effecting any of the foregoing, or if any order, judgment or decree shall be entered by a court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator or custodian (or other similar official) of any party hereto or of all or a substantial part of its assets, and such other judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days.

(e) An event of default of the Contractor under any other agreement or transaction between the Contractor and the City of Jacksonville or the City.

7.2.2 Termination upon Event of Default. Upon the occurrence of an Event of Default, the non-defaulting party, at its sole and absolute election, may terminate this Agreement and exercise all rights and remedies it may have at law or in equity. Additionally, each party shall have the right to prosecute any proceedings at law or in equity against any defaulting party hereto, or any other person, violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. Such rights shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

7.2.3 No Waiver. Failure on the part of the City to notify the Contractor of a default shall not be deemed to be a waiver by the City as to its rights on such default of the Contractor and shall not be deemed to be a waiver of the City's right to notify the Contractor of such default at a subsequent time, and such a notice shall have the same effect as if promptly made.

ARTICLE VIII
Contract Managers

8.1 Contract Managers. Each party to this Agreement will designate a Contract Manager whose responsibility shall be to oversee that party's performance of its duties and obligations under this Agreement. As of the Effective Date, the City's Contract Manager is Kathleen McGovern, City Arborist, 609 St. Johns Bluff, Jacksonville, FL 32225; Phone Number: (904) 255-8202; email: KMcGovern@coj.net, and Contractor's Contract Manager is _____[Name]_____, _____[Title]_____, _____[Address]_____; _____[Phone Number]_____; _____[email]_____. The City and Contractor shall each provide prompt written notice to the other party of any changes to its Contract Manager or his or her contact information, provided such changes shall not be deemed contract amendments and may be provided by email.

ARTICLE IX **Records**

9.1 Maintenance, Retention and Examination of Records. In addition to the audit provisions set forth in this Article and elsewhere in this Agreement, the Contractor shall, and the Contractor shall require and cause each of its general contractors, subcontractors, materialmen, laborers and other persons performing Project Scope to, (a) maintain and retain all books, records, papers and other documentation or evidence pertaining to costs or expenses incurred in construction or furtherance of the Project Scope throughout the Term of this Agreement and for a period of five (5) years thereafter and (b) make available to the City, and permit the City to examine, inspect and have access to, at all reasonable times during the Term of this Agreement and for a period of five (5) years thereafter, such books, records, papers and other documentation or evidence. This covenant applies at every local and corporate office of the Contractor and each of its general contractors, subcontractors, materialmen, laborers and other persons performing Project Scope in any way.

9.2 Prohibited Use. The Contractor shall not use any portion of the Project Funds to pay for any costs or expenses associated with the reporting requirements, financial or otherwise, set forth in this Article or elsewhere in this Agreement.

ARTICLE X **Indemnification; Insurance**

10.1 The Contractor shall act as an independent contractor, and not as an employee, Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or

incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

10.2 Without limiting its liability under this Agreement, the Contractor shall procure and maintain at its sole expense, or require its contractors and subcontractors of any tier (collectively, "Contractors") to procure and maintain, during the term of this Agreement, the insurance coverage and bond requirements contained on Exhibit H attached hereto.

ARTICLE XI **Representations and Warranties by Contractor**

Without limiting the representations, warranties and covenants of Contractor set forth elsewhere in this Agreement, as a material inducement for the City to enter into this Agreement, the Contractor represents and warrants to the City (and unless otherwise specified, such

representations, warranties and covenants are true as of the Effective Date and shall continue and be effective during the Term of this Agreement as if continuously reiterated) that:

11.1. The Contractor is a ____ [entity type] ____ [Use if a corporation: duly incorporated and validly existing under the laws of the State of Florida and authorized to conduct business and in good standing in the State of Florida]. The Contractor has full power and authority to execute and deliver this Agreement and all documents contemplated hereby, and perform its obligations arising hereunder and thereunder. The individual signing on behalf of the Contractor have full power and authority to do so.

11.2. The making, execution and delivery of this Agreement and performance of all obligations hereunder by the Contractor have been duly authorized and approved by the shareholders, members, partners, or Board of Directors of the Contractor (as the case may be).

11.3. This Agreement and all documents contemplated hereby each constitute a legal, valid and binding obligation of the Contractor, enforceable in accordance with their respective terms, assuming execution of the same by the City.

11.4. This Agreement and all documents contemplated hereby do not and will not contravene any provision of the governing documents of the Contractor, any judgment, order, decree, writ or injunction to which the Contractor is bound, or any provision of any applicable law or regulation to which the Contractor is bound. The execution and delivery of this Agreement and all documents contemplated hereby, and performance of its obligations hereunder and thereunder will not result in a breach of or constitute a default under any agreement or require the consent from any third party.

11.5. The Contractor and each of its general contractors, subcontractors, materialmen, laborers and other persons performing Project Scope hold all necessary licenses, permits and authorizations required by all applicable governmental agencies and authorities as a condition to conduct business in the State of Florida and to work on the Project Scope.

11.6. The Contractor has not employed or retained any third party having a relationship with the City to solicit or secure this Agreement and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

11.7. The Contractor has obtained for the construction of the Project Scope the Governmental Approvals, and all Governmental Approvals are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

11.8. No notice of taking by eminent domain or condemnation of any part of the Project Location has been received, and the Contractor has no knowledge that any such proceeding is contemplated with respect to the Project Scope.

ARTICLE XII
Miscellaneous Provisions

12.1 Amendment. This Agreement shall not be amended or modified in any way except by an instrument in writing executed by both parties hereto.

12.2 Notices. All notices to be given hereunder shall be in writing and personally delivered or sent facsimile, by registered or certified mail, return receipt requested, or delivered by a courier service utilizing return receipts, to the party at the following addresses and such notice shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, the date actually received if sent by personal delivery or courier service, or the date shown on the facsimile transmission receipt if sent by facsimile.

To City: Public Works Department
Mowing and Landscape Maintenance Division
609 St. Johns Bluff Rd.
Jacksonville, Florida 32225
Attention: Chief

With Copy to: City of Jacksonville
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attention: Government Operations Department

To Contractor: _____[Applicant Name]_____
_____ [Applicant address]_____

Attention: _____[Title or name]_____

12.3 TIME IS OF THE ESSENCE. TIME IS OF THE ESSENCE in the performance by any party of its obligations hereunder. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business days.

12.4 Waiver. No waiver of any term of or obligation pursuant to this Agreement may occur or be enforced unless it is signed by both parties hereto. The failure or delay by either party in asserting any of its rights or remedies as to any default hereunder shall not constitute a waiver of such default or any other default or of related rights or remedies.

12.5 Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

12.6 Severability. Except as expressly provided to the contrary herein, each section, part, term or provision of this Agreement shall be considered severable, and, if for any reason, any section, part, term or provision herein is determined to be invalid, contrary to or in conflict with any existing or future law, rule or regulation by a court or governmental agency having competent jurisdiction, such determination shall not impair the operation of or have any other affect on the remaining sections, parts, terms or provisions of this Agreement, which shall continue to be given full force and effect and bind the parties hereto, and such invalid sections, parts, terms or provisions shall deemed to be not a part of this Agreement.

12.7 Independent Contractor. The parties hereto acknowledge and agree that the Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, representative or associate of the City. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

12.8 No Third Party Beneficiaries. This Agreement and the rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties hereto. This Agreement is for the sole and exclusive benefit of the parties hereto, and no third party is intended to or shall have any rights or benefits hereunder.

12.9 Venue; Applicable Law. The Contractor acknowledges, consents and agrees that all legal actions or proceedings arising out of or related to this Agreement shall lie exclusively in a state or federal court in Duval County, Florida. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

12.10 Non-Discrimination. In conformity with the requirements of Section 126 Part 4, Jacksonville Ordinance Code, the Contractor represents and warrants to the City that Contractor has adopted and will maintain a policy of nondiscrimination, as defined by such ordinance, throughout the Term of this Agreement. The Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the executive director for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Agreement. The Contractor agrees that, if any of the obligations of this contract are to be performed by a subcontractor, the provisions of subsections (a) and (b) of Section 126.404, Jacksonville Ordinance Code, shall be incorporated into and become a part of the subcontract.

12.11 Further Assurances. The Contractor shall, on request of the City, (a) promptly correct any defect, error or omission in this Agreement and the Security Documents; (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Security Documents and to identify and subject to the liens of the Security Documents any property intended to be covered thereby, including any renewals, additions, substitutions replacements, or appurtenances to the subject property; (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by the City to protect the liens or the security interest under the Security Documents against the rights or interests of third

persons; and (d) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Security Documents.

12.12 Construction. Unless otherwise expressly provided herein, in the event of a conflict between any provisions of this Agreement and any exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern to the extent of such conflict. All parties acknowledge and agree that they have had meaningful input into the terms and conditions contained in this Agreement. The Contractor acknowledges that it has had ample time to review this Agreement and related documents with counsel of its choice. Should any provision of this Agreement require judicial interpretation, there shall be no presumption that the terms hereof shall be more strictly construed against either party.

12.13 Headings. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

12.14 Conflict of Interest. The parties hereto shall follow the provisions of Section 126.112, Jacksonville Ordinance Code, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.

12.15 Survival. All representations, warranties, indemnities and other covenants set forth herein shall be deemed continuing in nature and shall survive the expiration or early termination of this Agreement.

12.16 Conformity to Applicable Laws. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and policies as the same exist and as may be amended from time to time, including, but not limited to, the "Public Records Law", Chapter 119, Florida Statutes, and Section 286.011, Florida Statutes. If any of the obligations of this Agreement are to be performed by a subcontractor of Contractor, the Contractor shall incorporate the provisions of this section into and shall become a part of the subcontract.

12.17 Ethics. The Contractor represents and warrants to the City that Contractor has received, reviewed, understands, is familiar with and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, Jacksonville Ordinance Code, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, Jacksonville Ordinance Code.

12.18 Public Entity Crimes Notice. The parties hereto acknowledge and agree that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contractor with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Twenty Five Thousand Dollars (\$25,000) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

12.19 Assignment. This Agreement and the rights and obligations herein may not be assigned, in whole or part, by either party without the prior written approval of both parties. Additionally, the Contractor shall guarantee to the City that in the event the Contractor's recipient homeowner sells, assigns, conveys, or otherwise transfers any interest in the Project Location at any time, the full amount of the Project Funds disbursed to Contractor's homeowner recipient shall be due and payable to the City at the time of such transfer.

12.20 Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

12.21 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements and understandings, oral or written, between them with respect to such subject matter.

12.22 Exhibits. The Exhibits attached to this Agreement are all incorporated herein by reference.

[The remainder of this page was intentionally left blank by the parties. Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

_____[**CONTRACTOR NAME**]_____, a
_____[Type of Entity]_____

By: _____
Its: _____
Print Name: _____

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

In compliance with the Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is or will be an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement in accordance with the terms and conditions thereof and that provision has been made for payment of the monies provided therein to be paid.

Director of Finance
Contract Number: _____

Account #:
Sub-Object:
Amount: \$

FORM APPROVED:

By: _____
Office of General Counsel

LIST OF EXHIBITS

<u>Exhibit A</u>	Project Location and Schematic Planting Plan
<u>Exhibit B</u>	Project Scope narrative and Plant Schedule
<u>Exhibit C</u>	Project Performance Schedule
<u>Exhibit D</u>	Project Budget and Cost Breakdown
<u>Exhibit E</u>	Additional Terms
<u>Exhibit F</u>	City Tree Planting Standards, Specifications and Details
<u>Exhibit G-1</u>	Approved Draw Schedule
<u>Exhibit G-2</u>	Draw Request Forms
<u>Exhibit H</u>	Insurance and Bond Requirements

EXHIBIT A-1

Project Location

[Insert Map(s)]

EXHIBIT A-2

Planting Plan

[Insert 1 or more pages to show Project]

EXHIBIT B-1

Project Scope

[Insert narrative of Scope]

EXHIBIT B-2

Plant Schedule

Tree Name	Description	Quantity	Notes
Common Name (<i>Botanical name</i>)	__ Gal., __ ' Ht., __ ' Spd., Min. _ trunks		
Common Name (<i>Botanical name</i>)	__ Gal., __ ' Ht., __ ' Spd., Min. _ trunks		
Common Name (<i>Botanical name</i>)	__ Gal., __ ' Ht., __ ' Spd., Min. _ trunks		
Common Name (<i>Botanical name</i>)	__ Gal., __ ' Ht., __ ' Spd., Min. _ trunks		
Common Name (<i>Botanical name</i>)	__ ' C.T. Ht., __ ' Spd., Min. _ trunks		palm

Note: Increase table based on number of species provided.

EXHIBIT C

Project Performance Schedule

Task	Schedule
Bid documents sent to 3 bidders	10 days after execution of agreement
Bid opening	20 days after delivery of bid documents to bidders
Selection of Contractor, execution of contract	14 days after construction contract award
Construction completion, initial inspection	180 days after contract execution
Final inspection, Term of contract	After _____ months of maintenance, if not extended to cover warranty of replacement trees

EXHIBIT D

Project Budget and Cost Breakdown

Project Budget	Amount
Construction & __ months maintenance/warranty	\$____.00
Administrative/Design Services	\$____.00
TOTAL PROJECT BUDGET	\$____.00

EXHIBIT E
Additional Terms

Contractor agrees to adhere to the following additional terms during this Agreement:

1. Contractor will abide by the City of Jacksonville specifications for the planting of trees, and design and installation of irrigation;
2. Contractor's tree planting project ("Project") will be reviewed by a City Landscape Architect and designed by a qualified professional such as a Florida Landscape Architect, urban forester, Certified Arborist, landscape designer, or other professional who has at least five (5) years of experience in the design, administration and inspection of public tree planting projects;
3. Contractor will provide the City with a warranty for a time period of either three (3) months one (1) year, or two (2) years to maintain all Project trees after planting. The City shall determine the required length of the warranty period on a per project basis;
4. Contractor agrees that the Project shall be secured by a performance and payment bond as required by Sec. 255.05, Florida Statutes, in an amount not less than the total amount of the Project. After the planting is completed, inspected and approved by the City, Contractor shall secure the Project with a performance bond for warranty of the project material in an amount of 15% of the total cost of the job for a time period not to exceed two (2) years, based upon the time period determined in the above Paragraph 3 of this Exhibit E. The City shall determine the required length of the performance and payment bond on a per project basis;
5. Contractor will be paid from the awarded funds on monthly basis according to invoices presented and the percentage complete of each task, such as design, construction, and contract administration.
6. Contractor shall provide copies of at least three (3) bid responses from subcontractors. No bid response from a subcontractor may be considered a response for purposes of satisfying the three (3) bid response requirement in this section. The City has the right to compare the cost of the bids to the cost proposed by the City's Continuous Tree Contractor, and determine, at its sole discretion, to utilize the City's Continuous Tree Contractor for construction of the project.
7. Unless otherwise approved by the Tree Commission, Contractor agrees that the Project trees shall be contained on the Tree Commission's Approved Tree Planting List.
8. Unless otherwise approved by the Tree Commission, Contractor agrees that only Florida Fancy or Florida #1 grade specimens shall be planted <https://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Business-Services/Florida-Grades-and-Standards-for-Nursery-Plants-2015>.
9. As part of the final task, Contractor shall upload the as-built design in to the Plan-It GEO application/software which may be accessed by: <https://pg-cloud.com/JacksonvilleFL/>.
10. Contractor shall adhere to the specifications for the installation are attached as "Specifications for Jacksonville Tree Commission's Level 3 Community Organization Tree Planting Program"

EXHIBIT F

City Standard Tree Planting Standards, Specifications and Details

LANDSCAPE SPECIFICATIONS

GENERAL

1. DESCRIPTION OF WORK

- A. Provide all labor, materials, and equipment necessary for planting of trees, palms, shrubs, and ground covers and other supplementary landscape work described in this section.
- B. Fine Grading: Provide fine grading necessary to establish finish grade in all landscape areas

2. DEFINITIONS

- A. “Initial Acceptance”: The point when all the plant installation requirements of contract documents, including any punch-list item, have been completed to the satisfaction of the Contract Manager.
- B. “Final Acceptance”: The point when the landscape maintenance work required after Initial Acceptance, including all punch list items from the Final Inspection, has been completed to the satisfaction of the Contract Manager.
- C. “Nursery Grown”: Plants grown in the nursery from liners or collected and then grown in a nursery not less than 2 years.
- D. “Healthy, vigorous condition”: Plants shall have live, green foliage growing from tips of all branches and stems and show little, if any, evidence of chlorosis, necrosis, disease or insect infestation. Trees shall have a trunk caliper that is bigger at the end of the maintenance period than at the beginning of the maintenance period. Palms shall have existing and new, green fronds developing with no necrosis or chlorosis.
- E. “Hardened Off” or “Cured” tree: A nursery field grown tree that has been dug, balled and burlapped (B&B), and then placed in a holding area (4 week minimum) and watered until fibrous roots are seen growing through the burlap on the sides of the root ball. Florida nurseries belonging to the association, “Roots Plus Growers” (www.rootsplusgrowers.org) (RPG), can provide hardened-off B&B trees.

- F. Hardwood or Conifer Tree “Caliper”: Trunk diameter of hardwood or conifer trees measured at 6” above the ground if the tree has a trunk diameter of 4½” or less, and measured at 12” above the ground if the trunk diameter is greater than 4½”.
- G. “Palm Caliper”: The diameter of the widest portion of the palm trunk measured 3 feet above the top of the root ball. Existing leaf bases or boots are not included in this measurement.
- H. “Booted”: The retention of the dead leaf bases that naturally remain affixed to the palm trunk.
- I. “Cropped or “Hurricane Cut” Cabbage Palm: Cabbage palms collected from the wild and then stripped of all fronds before shipment to a job site. Only cabbage palms can be cropped or hurricane cut.
- J. “Collected Cabbage Palm”: Cabbage palm collected in the wild, with leaves removed for shipment.
- K. “Regenerated Palm”: A collected palm, especially a cabbage palm, which has some type of root ball containment after harvesting and cropping, and then is maintained until several new healthy green leaves are fully extended from the crown shaft, and a substantial number of new roots have been produced on the surface of the root ball.
- L. “Root Bound” or “Pot Bound”; Root balls from containers which have large and/or numerous roots encircling the surface of the root ball.
- M. “Tree”: Hardwood or conifer tree, not including palms.
- N. “Palm”: An unbranched evergreen tree with a crown of long feathered or fan-shaped leaves, and typically having old leaf scars forming a regular pattern on the trunk.

3. **REFERENCED DOCUMENTS:** The latest editions of the following publications, specifications, and standards, when referenced, form a part of this specification, except as modified by this specification.

- A. *Florida Grades and Standards for Nursery Plants*, 2015; Florida Department of Agriculture and Consumer Services, Division of Plant Industry.
- B. *ANSI Z60.1: American Standard for Nursery Stock*.
- C. City of Jacksonville Ordinance Code, *Chapter 366 (Groundwater and Surface Water Resource Management)*, Part 6- Fertilizer Application.

4. REGULATORY REQUIREMENTS

- A. Obtain all permits related to landscape work unless previously excluded elsewhere in the contract documents.
- B. Comply with all laws and ordinances bearing on the operation of the work as drawn and specified. Promptly notify the Contract Manager in writing if there is a conflict between the regulatory requirements and the work shown in the contract documents. Include, in the written notice, the description of the necessary changes and resultant costs, if any.
- C. Comply with regulatory agencies requirements established for fertilizer and pesticide composition.
- D. Application of Pesticides: Strictly comply with the manufacturer's specimen label and safety data sheet for each pesticide used, and the pest control regulation of the State of Florida and the EPA. The pesticide application shall not interfere with the public. Personnel applying pesticides must be licensed per Florida Administrative Code (5E-9 FAC) and Chapter 482 of the Florida Statutes.

5. VERIFICATION OF CONDITIONS: If a drawing for each tree planting is provided by the Contract Manager, all dimensions and the layout shown on the drawing are approximate. Therefore, before proceeding with any work, carefully check and verify all dimensions, and immediately inform the Contract Manager of discrepancies in the drawings or between the information on the drawing and the actual conditions. Do not proceed with work in areas where discrepancies are found until the Contract Manager has resolved the conflict and approves work in the affected area.

6. SUBMITTALS: Submit the following information when requested by the Contract Manager.

- A. Proposed Plant Substitutions: Do not substitute the type and size of tree requested by the Project Manager for each school site, unless written approval is received from the Project Manager. If a specified plant is not obtainable, submit proof of non-availability and a written proposal for use of equivalent material. The Contract Manager shall issue a change order for the approved substitutions.
- B. Photograph, taken at the nursery or holding area, that shows a typical example of each specified type of plant.
- C. Inspection Certificates, Manufacturer's Data: Submit copies of certificates of inspection required by governmental authorities. Submit manufacturer's or vendor's label, certified analysis, and application or installation instructions for the materials noted below. Submit other data requested to substantiate that materials comply with specified requirements. Submit vendors invoice for the materials

below, if requested. The invoice shall reference this project name and show the plant quantities used for this project.

1. Pesticides and herbicides used.
2. Topsoil and soil mix.
3. Portable water bags
4. Tree root ball anchoring and palm staking system components.

D. Plant Certification. Submit the following when requested by the Contract Manager.

1. Certification from each grower providing B & B Trees and Palms for the work order, stating that the B&B Trees and Palms, (except for collected cabbage palms) have been "hardened off" or "cured" for at least 4 weeks before shipment.

E. Sample Soil Conditioner. Submit one quart, if requested.

7. **PLANT INSPECTION BEFORE INSTALLATION**

A. Photograph Submittal & Preliminary Approval of Plants

1. At least 2 weeks before plants are shipped from the grower, submit a photograph taken at the nursery that shows a typical example of each specified type and size of tree and palm to obtain preliminary approval. Also submit photographs showing a typical example of other plants listed on the plant schedule if requested by the Contract Manager.
2. **Do not ship plants from the grower until the Contract Manager has given preliminary written approval of the photograph showing a typical example of each specified plant to be shipped from the grower.**
3. Include in the photograph of each tree or palm an adult who is holding a pole that is longer than the specified height of the plant and marked in 1-foot increments, which can be clearly read on a photograph. Place pole on top of root ball. An adult is not required in the photos of other plants.
4. Attach to the photograph a complete description of the plant shown, including botanical name, caliper, height and/ or spread, the B&B or container size, and other details included in the plant schedule.
5. The Contract Manager will review the photographs upon receipt. If the typical plant appears to comply with the project specifications, the Contract Manager will provide preliminary written approval that the plants appear in conformance with the plant schedule. For each photograph rejected, submit a new photograph of the plant which complies with the specifications. Approval of a photograph representing a typical plant does not relieve the

contractor from providing plants as specified. Individual plants at the job site that fail to meet the specifications will be rejected.

- B. Plant Inspection before Installation: If requested, obtain Contract Manager's preliminary approval of the plants either at the Contractor's nursery or at the work site before installing plants. Remove and replace rejected plants.

8. PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Packaged materials: Deliver packaged materials in original unopened containers with original labels attached and legible. Store materials in a weather protected enclosure to protect from deterioration. Provide products manufactured no more than one year from the date of use unless otherwise specified.
- B. Plants:
 - 1. Water plants just before shipping.
 - 2. During shipment, provide protective covering over plants. Do not allow plants to be left in closed trucks parked in the sun during hot weather unless air-conditioned. Tie down trees and palms to truck to prevent rolling during shipment. Do not bend or bind-tie plants in such a way that will damage bark, break branches, or destroy natural shape.
 - 3. Palm Shipment: Ship palms from the supplier with the fronds of each palm tied together in a bundle above the bud with biodegradable twine, except for cropped cabbage palms. Keep frond bundle tied until after the palm planting is completed and for the additional time recommended by the palm supplier.
 - 4. Deliver plants after preparations for planting have been completed. If planting is delayed more than 6 hours after delivery, set plants in an erect position, shade root ball, and irrigate twice daily to keep roots moist until planting. Protect from weather and mechanical damage.
 - 5. Pick up all plants by ball or container, not by trunks or stems.
 - 6. Lift large container trees and palms with a forklift under the container. Trees in 30 gallon containers or smaller can be manually lifted using hand holds along the lip of the container. Lift B&B trees by the root ball, or if there is a wire basket, lift by the wire loops. Do not deform the root ball during handling. Tall palms can be mechanically lifted with a sling around the palm trunk so long as the trunk is not damaged. Do not deform the root ball during handling.
 - 7. Keep container grown stock in containers until just before planting.

9. JOB CONDITIONS

A. Coordination: Coordinate all landscape work with the Contract Manager and other Contractors.

B. Location of Underground Utilities: Locate underground utilities at least 72 hours before locating trees and plant beds and beginning excavation. Contact the utility location services for utilities in the rights-of-way and the property owner if work is within the property. The utility location service for most utilities is the Florida Utility Locating Service at 800-432-4770. Hand excavate where utilities may be damaged.

C. Clean Up and Protection:

1. During landscape work, store materials and equipment where directed. Keep pavements clean and work area in an orderly condition.
2. Protect vehicular and pedestrian traffic, existing vegetation, above ground and underground utilities and structures during construction by using signs, barricades and/or fencing. In addition, post signs or barricades required by the City. Maintain protection until Initial Acceptance of the landscaping.
3. Protect landscape work from damage by landscape operations, operations by other contractors and trespassers until Initial Acceptance. Repair or replace all construction damage to improvements and facilities on the project property, on adjacent property or on the right-of-way, as directed by the City, and at no cost to the City.

10. PLANTING SEASON: Landscape work may proceed at any time or season agreed upon by the Contractor and the Contract Manager. However, schedule and perform landscape work only when weather and soil conditions are suitable in accordance with local practice. Do not install plants when temperatures may drop below 35 degrees or above 95 degrees Fahrenheit, nor when wind velocity exceeds 10 miles per hour, unless approved by Contract Manager.

MATERIALS

11. PLANTS

A. General: Provide state inspected, nursery-grown plants, unless otherwise specified. Conform to the plant schedule, the FLORIDA FANCY grade established by the "*Grades and Standards for Nursery Plants*", local landscape ordinance, and, where applicable, to ANSI Z60.1. Trees and Palms shall be graded FLORIDA FANCY. Plants may be specified as container grown and/or balled and burlapped (B&B). Spaded trees may be substituted for container grown or B&B trees, if approved by

the Contract Manager (see specification below for spaded trees). Provide healthy, vigorous plants, free from disease, insects and injury; well branched, free of included bark within major branch unions; and with a solid healthy root ball of vigorous, fibrous roots, but not excessively rootbound. All plants shall be true to variety, cultivar, species, quality, size, and flower color. Plants that do not conform to the referenced standards shall be rejected. Plants that have been cut back from larger sizes to meet certain specified requirements shall also be rejected. Plants shall have green, live foliage, except deciduous plants planted in the dormant season. Plants that are planted during the growing season that are in "shock" (plants with dead or dying leaves) are subject to rejection. **TREES OR PALMS THAT HAVE WOUNDS OR BARK INJURIES ON THE MAJOR TRUNKS WILL BE REJECTED.**

- B. Balled and Burlapped plants: Provide B&B plants with ball sizes complying with the "*Grades and Standards for Nursery Plants*," unless otherwise specified. Dig plants with a firm earth ball. Firmly wrap balls with burlap or other biodegradable cloth and insert into wire basket. Then secure with twine. Plants with cracked or loose balls will be rejected. Provide B&B trees and palms (except cabbage palms) that are "Hardened off" or "cured."
- C. Container Plants: Provide healthy, vigorous plants with a well-established root system reaching the sides of the containers that will remain as a firm root ball after removal from the container, but shall not be root bound (excessive root growth encircling the inside of the container). Root-bound plants will be rejected.
- D. Spaded Trees and Palms: Provide trees and palms spaded from a commercial nursery field. Use tree spade equipment capable of appropriately moving trees up to the caliper specified. Dig plants with firm balls of earth sufficient in diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Root ball diameter shall be at least 4" greater than the sizes recommended by the "*Grades and Standards for Nursery Plants*," unless otherwise specified.
- E. Single Trunk Trees: The specified trunk caliper is the minimum acceptable caliper size. Provide trees with a single straight trunk and a single dominant central leader, unless otherwise specified. Trees with multiple leaders and "V" crotches will be rejected. If the Contract Manager approves a tree with a larger trunk caliper than specified, then the ball/container size, height, and spread must be increased to conform to the criteria in the Florida Grades and Standards for the caliper provided.
- F. Multi-trunk Trees: Provide the minimum number of trunks specified, with each trunk equal to or greater than the caliper specified. Each specified trunk shall originate from the root ball. The Contract Manager may approve additional trunks if requested.

12. PALMS

- A. Provide palms with straight trunks unless otherwise specified. Provide the clear trunk height specified, measured from the original soil line to the point in the canopy where the trunk caliper begins to taper abruptly. **The practice of either burying taller palms below the original soil line of the root ball or raising short palms by exposing part of the root ball above the original soil line to achieve the specified height is not allowed.**
- B. Root Ball Diameter
 - 1. Date Palms: Provide 42 inch diameter root balls with a minimum depth of 36 to 42 inches.
 - 2. Other Palms: Provide B&B root balls conforming to “*Florida Grades & Standards.*” Balls shall extend 9 to 12 inches beyond the lowest part of the trunk exclusive of exposed roots and persistent leaf bases and a minimum depth of 12 to 24 inches. If the palm has multiple trunks, the root ball shall extend out never less than 8 inches from the outside edge of the trunk cluster.

13. TOPSOIL

- A. Fine sand or loamy fine sand indigenous to the area suitable for plant growth that is free of weeds, roots, stumps, rocks larger than ½” diameter, organic muck, hard pan, toxic substances detrimental to plant growth, and construction debris such as limerock, concrete, and asphalt pieces. Deliver in a normally moist condition, neither muddy nor wet. Soil used for topsoil shall meet the following criteria measured in accordance with the appropriate AASHTO and ASTM standard:
 - 1. USDA Texture: Fine Sand, Loamy fine sand
 - 2. AASHTO Classification: A-3
 - 3. pH 5.0-7.5
 - 4. Deleterious Material (rocks, roots) 0-2% maximum by mass
 - 5. Organic Matter Content 1-10% by mass
 - 6. Sand Content 78-99% by mass
 - 7. Silt & Clay Content 0-10% by mass
- B. **Black, chalky, silt like soil material often sold as “topsoil” does not meet the above criteria for topsoil and is therefore not acceptable. Provide a sandy soil meeting the above criteria.**
- C. Submit a one-quart sample of the topsoil to the Contract Manager before beginning planting and obtain approval. If requested by the Contract Manager, submit a soil test report from a commercial soil testing laboratory to verify compliance with the above criteria.

- 14. EXISTING SOIL:** Use existing soil in plant pits if the soil complies with the standard for topsoil, unless the soil is contaminated with limerock, clay, brush, weeds, roots, stumps, stones larger than 1/2 inch in any dimension, litter and other extraneous or

toxic matter harmful to plant growth. Remove contaminated soil and replace with acceptable stockpiled existing soil or new topsoil.

15. **SOIL MIX:** Provide 100% organic soil mix, free of limerock, clay, brush, weeds, roots, stumps, gravel, litter and other extraneous or toxic matter harmful to plant growth. Soil mix shall be *Wild Earth Mix #3* by “Mulch Masters, Inc. Landscape Supply Company” or approved equal.
16. **SURFACE MULCH:** Provide Mechanically shredded and screened wood, wood products, or re-processed wood containing no more than 0.5% CCA treated wood by weight free of dye processed as a top dressing for trees and shrubs. Reprocessed wood shall be free of C & D plywood. **Do not use color enhanced wood unless approved by Contract Manager.**
17. **ROOTBALL ANCHOR SYSTEM**
 - A. Anchor System 1:
 1. 2x2 pine posts, pointed on one end or steel u-channel fence posts in lengths as detailed.
 2. 2x2 pine horizontal member cut to span width of rootball, and drywall screws to connect to posts.
 - B. Anchor System 2 & 3: Provide anchor system available from; Tree Frog Environmental Products; Apopka, FL: (407)-362-1030, www.treefrogep.com; or from Accuplastics Inc.; Brooksville, FL; (800) 395-5232; www.terratoggle.com, or approved equal consisting of the following:
 1. Plastic, nylon, or metal anchors, rated at 1800 lb. minimum tensile strength.
 2. ¾” wide, black or green woven polyester, or polypropylene straps, rated at 1800 pounds minimum tensile strength.
 3. ¾” dichromate coated wire cinch buckles.
 4. 2x6 untreated pine boards.
 5. Mechanical tensioner to tighten straps in buckle.
18. **PORTABLE WATER BAG:** UV treated polyethylene “Ooze Tube” 35 gallon portable water bag, chocolate brown color, from Engineered Watering Solutions (www.engineeredwatering.com, Atlanta, GA. Kit includes wood stake and water emitters. A water bag from another manufacturer may be used, if approved by the Contract Manager.

19. WATER

- A. Provide salt free water of suitable quality for healthy plant growth.
- B. The contractor shall pay for the cost of irrigation water used during construction, through the Initial Acceptance of the landscaping, during the plant establishment period, and until Final Acceptance. The cost of irrigation water shall be included in the unit price of each plant.

EXECUTION

- 20. **LAYOUT:** Before beginning planting work, identify the location of each individual tree and multiple plant beds with wood stakes, survey flags or paint and request a layout inspection by the Contract Manager when the layout is complete. Make minor adjustments to the layout requested by Contract Manager during the inspection. Perform all work in strict accordance with sound horticultural practice. Place plants where shown and as detailed.
- 21. **COMMENCEMENT OF LANDSCAPE WORK:** Do not commence landscape work until the plant layout has been inspected and approved by the Contract Manager, and the site work has been completed necessary for the proper installation of landscaping. Perform all work in strict accordance with sound horticultural practice. Place plants as detailed.
- 22. **NOTIFICATION OF CONDITIONS DETRIMENTAL TO PLANT GROWTH:** \When conditions detrimental to plant growth, such as poor drainage, hardpan of clay or silt, rubble fill, obstructions, limerock, petroleum products, and construction debris are encountered during the landscape work, cease landscape work in the affected area and immediately notify Contract Manager in writing, describing the adverse conditions along with a proposal to correct such conditions. Do not proceed with work in the affected areas until the unsatisfactory conditions have been corrected and approved. If the Contractor fails to notify the Contract Manager of such conditions, the Contractor shall remain responsible for the replacement of plant materials affected by the adverse conditions in accordance with the warranty requirements of the specifications.

23. REMOVAL OF EXISTING VEGETATION IN NEW INDIVIDUAL TREE BEDS

- A. Remove exiting debris, turf and other vegetation within an area of the following diameter centered on each tree in a landscaped or turfed area, being careful not to damage the surface roots of existing trees.

Table 1	Single hardwood, conifer Tree or Palm Planting Bed Diameter	
*Single Trunk Tree Caliper	*Small or Muti-trunked Tree Ht.	Planting Bed Diameter
2” Cal	8’	8’
3” Cal.	10’	8’
4” Cal.	12’	8’
5” Cal.	14’	10’
6”-7” Cal.	18’	10’
Palms		8’

* Note: Caliper and height shown includes caliper and height up to, but not including, next higher number shown.

- B. Removal of existing vegetation inside each individual tree bed shall be included in the unit price for each tree listed in the bid proposal.
- C. If the new plant bed is located in an existing turf area and the area is free of surface roots from existing trees, use equipment with blades of sufficient depth to remove the vegetation, including roots, in one operation. **DO NOT REMOVE EXISTING VEGETATION WITH EQUIPMENT THAT WILL BREAK THE REMOVED VEGETATION INTO SMALL PIECES DURING THE OPERATION.** If the turf area contains extensive surface roots of existing trees, hand excavate top growth and roots of existing vegetation.

24. PLANTING PREPARATION

A. General

1. DO NOT INSTALL A TREE UNTIL THE WATER AND WATER BAG IS AVAILABLE AT EACH PLANTING SITE DURING PLANTING.
2. If the soil is very dry before planting, water soil sufficiently to moisten the prepared area.

B. Trees and Palms

1. After the planting area is clear of existing vegetation to the diameter shown in Table 1, excavate a circular pit at the location of each tree with a diameter about one foot greater than the root ball diameter and with a depth that will leave top of the root ball 1-2" above the adjacent soil surface outside the bed. Excavate the remainder of the bed area specified in Table 1 to a depth of 6 inches.
2. Stockpile clean, excavated sandy soil unless contaminated with limerock, construction debris, and other materials harmful to plant growth. This soil can be used as backfill in the tree pit. Remove surplus excavated soil from the site after planting has been completed.

25. PLANTING

- A. Begin planting only after the Contract Manager has inspected and approved the trees either at the holding area or job site and has marked each tree location, unless the Contract Manager waives this inspection.
- B. Planting Trees
 1. If the tree is container grown, remove container before planting, and shave off the outside 1" layer of roots from all sides and bottom of the root ball to remove root defects.
 2. If the tree is B&B, remove all plastic shrink-wrap, straps, and twine from the trunk and the root ball. Also, remove the burlap and wire cage from the top of the root ball and the top one or two bands of wire basket down the sides of the root ball after the tree is properly placed in the pit. If the burlap is a synthetic non-biodegradable fabric, remove all of the fabric from the ball. Do not bury synthetic fabric in the planting pit.
 3. Set the tree plumb in the center of the pit and orient for best appearance.
 4. If the first root emerging from the trunk is not visible on the root ball surface, carefully remove soil from the top of the root ball next to the trunk until the first root can be seen. Pull away soil from the rest of the root ball surface down to the same point. Cut away exposed circling roots.
 5. Adjust the depth of the tree pit so that the top of the root ball is 1" to 2" above the surrounding soil level or pavement.
 6. Backfill tree pit with excavated soil in 6 inch layers until the soil is 6" below the final soil grade. Fill the top 6" of the entire bed area with soil mix. Then till the soil mix into the 6" of the existing soil below the soil mix until a 50/50 mix is achieved. Water in and compact each soil layer to eliminate voids.

Apply 10 to 20 gallons of water during planting and backfilling of each tree. The application of soil mix in each individual tree bed shall be included in the unit price of each tree.

C. Planting in Marginal Wet Areas

1. If during the excavation of the plant pits water saturated soil is encountered in the very bottom of the pit, stop work and notify the Contract Manager. The Contract Manager may approve the planting if the bottom of the root ball can be raised above the water table and the top of the root ball is no higher than one foot above the existing surrounding grades. Otherwise the plant will be deleted or relocated to a more suitable place within the project site. Adjust the depth if the planting pit accordingly.
2. After setting plant, fill the pit with existing soil until the backfill is level with the surrounding undisturbed soil.
3. After the plant is installed, place imported or surplus excavated backfill against the exposed sides of the root ball to create an soil mound around the root ball with a 4:1 maximum slope from the edge of the root ball to the edge of the bed.
4. Complete planting as specified for plants.

D. Planting on Slopes

1. When planting on a slope, follow planting specifications for each type of plant used, except form a level platform by cutting into the slope on the back side of the tree and then using the cut soil as fill on the front side of the tree so that the volume of cut and fill are equal. The level platform for the tree shall be equal to the diameter of the root ball plus 2 feet.
2. Form a 3" high soil berm on the front and sides of the level platform to contain water.

26. FINISHING INDIVIDUAL TREE AND PALM BEDS

- A. After planting, shape the soil to form a downward taper from the top of the root ball toward the edge of each individual tree bed so that the soil at the bed edge is 4" below the adjacent turf or pavement to allow for a 3" layer of mulch, leaving 1" between the top of the mulch and the top of the adjacent turf, pavement or curb. **Remove excess soil** and rake plant beds to a smooth surface. Keep top of each root ball free of any soil.
- B. Immediately apply at least 2" of water throughout each bed.

27. WATERING AFTER INSTALLATION

- A. General: Water soil sufficiently to keep plant roots moist, but not saturated, to prevent wilting, and to keep plants healthy. Following rainfall, delay watering until all free moisture has drained from the soil.
- B. After initial watering, provide water to each tree using the specified water bag. Place water bag around the trunk and fill with 35 gallons of water with each watering in accordance with manufacturer's instructions. Install 4 emitters to provide a slow water drip over one week. **Fill water bags at a frequency necessary to keep plants in healthy condition but no less than twice week during the maintenance period.**
- C. Maintain each water bag in working condition throughout the installation and maintenance period and until Final Acceptance. Immediately repair or replace each water bag or system component that is missing or malfunctioning.

28. PRUNING

- A. General: Prune trees in accordance with standard horticulture practice. Use sharp, clean tools that are specifically designed for type of pruning performed. Make clean cuts with no bark tears or other damage. Provide a ladder, hydraulic lift, bucket truck or similar equipment for tree pruning. No equipment or climbing is allowed that may damage the trunk. After the pruning is completed at each tree site, load all debris into a trash truck before proceeding to the next tree. If any vegetation falls into the street, immediately remove it from the street.
- B. Prune to remove suckers, dead, injured or diseased wood, and to achieve a uniform shape natural to each species. Required plant sizes are after pruning. Replace excessively pruned plants. Do not cut tree leaders.
- C. Prune multi-trunked trees to remove suckers or water sprouts from the roots or the lower portions of main trunks and to remove small, twiggy growth that has developed underneath and within the tree canopies. Cut back the tips of all stems approximately one foot to promote blooming, if requested. Extend pruning of upright growing trees, such as crape myrtles and yaupons, to remove branches that are drooping below a 30-degree angle from vertical so that the result will be a very upright branching tree with a full, gently rounded crown.

29. TREE STAKING

- A. Trees: Anchor tree root balls as detailed using Anchor System 1 or 2 or 3 depending on the trunk caliper of the tree.
- B. Strictly follow manufacturer's installation instructions.

30. MULCHING: Apply 3 inches of mulch to all individual tree beds, but pulling mulch away from the trunk(s) of each plant. The mulch shall be 1" below the adjacent top of pavement, curb or lawn at the bed edge. Rake to neat finished appearance.

31. INITIAL INSPECTION AND ACCEPTANCE

- A. Inspection shall be made by the Contract Manager within 10 work days of written notification from the Contractor that installation is complete.
- B. Plants shall be acceptable if in “healthy, vigorous condition” and are in compliance with both the specific specifications for each named plant and the general specifications for all plants.
- C. Replace rejected work within 14 days of notification and continue specified maintenance until re-inspected and found to be acceptable. Remove rejected plants and materials promptly from project site.

32. MAINTENANCE

- A. Begin maintenance of landscape work immediately after each tree is planted and continue until Initial Acceptance, through the ____-**month** maintenance period, and until Final Acceptance.
- B. General: complete the following maintenance items during one of the site visits each month after Initial Acceptance :
 - 1. Remove debris and dead branches; reset settled plants to proper grade and position; tighten or repair guys and stakes; and rake mulch to keep neat and uniform.
 - 2. Remove and replace each tree that the Project Manager determines is in unhealthy condition.
 - 3. Remove debris from maintenance operations.
- 4. During the last maintenance visit, in addition to the normal maintenance operations, remove stakes and guys from trees unless instructed otherwise.
 - C. Watering: Comply with 5.27 “Watering after Installation” section above. Visit each work site as often as needed to provide water to plants that will maintain healthy growth and prevent wilting.
 - D. Pruning
 - 1. All pruning operations shall conform to paragraph “A’ of Section 5.27.

2. During each monthly maintenance visit, prune trees to remove suckers, dead, or damaged branches, or branches heavily infected with disease or insects.
 3. During the last scheduled maintenance visit, prune trees in accordance with paragraph “C” of Section “5.28-Pruning.”
 - E. Mulching: Apply specified mulch to all beds during the last monthly maintenance visit. Apply sufficient mulch to achieve a thickness of 3 inches throughout each bed after settlement of the mulch.
 - F. Weed Control: During the first month of maintenance, visit the work site at least weekly to control weed growth. Remove weeds, including roots by pulling until each bed is weed free. During each monthly maintenance visit, remove all weeds from plant beds. Dispose of removed vegetation and all other debris. If the Project Manager determines that there is weed growth between monthly maintenance visits, then the more frequent visits will be required until weeds are controlled to this standard.
 - G. Insect and Disease Control: Inspect trees, for disease and insect problems during each monthly maintenance visit. If present, consult with the County Agent to identify the disease and insects present and provide the treatment recommended by the County Agent.
33. **LANDSCAPE MAINTENANCE REPORT:** Submit a monthly maintenance report to the Contract Manager within 5 workdays after the completion of the maintenance work scheduled for that month. Note the date and the description of the work completed during each visit at each project site. Also, note the location and the description of any conditions that may affect the health of plants, such as insects, disease, or physical damage and describe the corrective actions taken.
34. **WARRANTY**
- A. Warranty that all plants will remain in “healthy, vigorous condition” and remain in conformance with the specifications for a minimum of _____ (____) **months** from the date of Initial Acceptance and until Final Acceptance.
 - B. If the Final Inspection occurs in the dormant season when deciduous plants are not in full leaf, then the warranty of deciduous plants shall be extended until the plants are in full green leaf, and can be inspected and approved by the Contract Manager.
 - C. If at any time during the entire length of the maintenance period, the Contract Manager determines that a plant is dead or in poor condition and will not likely recover to a healthy vigorous condition by the end of the warranty period, then remove and replace the plant within 10 days after receipt of Contract Manager’s replacement request. The specified maintenance and warranty requirements of the originally installed plants shall apply to replacement plants.

35. FINAL INSPECTION AND ACCEPTANCE

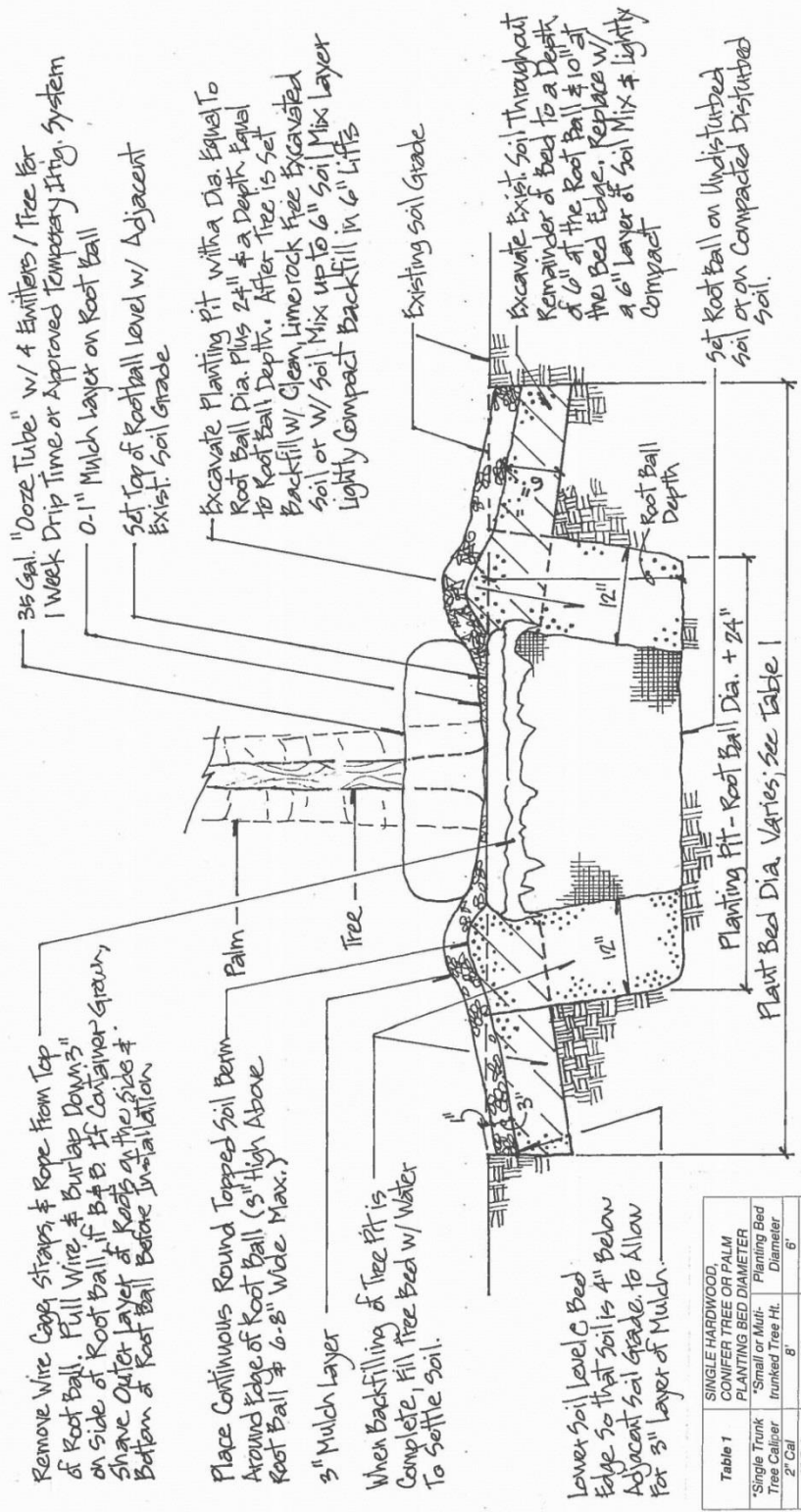
- A. When maintenance work is complete, submit written notification to the Contract Manager. The Contract Manager shall conduct a final inspection within 10 days after receipt of the Contractor's notification.
- B. Trees shall be acceptable if they are in "healthy, vigorous condition" and are in compliance with both the specific specifications for each plant named and the general specifications for all plants.
- C. Replace rejected work with 14 days of notification. Continue landscape maintenance until work is re-inspected and found acceptable.

36. MEASUREMENT AND PAYMENT

- A. The unit price for plants established in the proposal includes the cost of materials, soil preparation, planting, watering, pruning, staking, pruning, mulching and landscape maintenance until the Final Acceptance.

37. REPLACEMENTS AND CONDITIONS

- A. The specified plant warranty, including the maintenance, inspection and acceptance provisions, shall apply to replacement trees. The extended warranty period shall begin from the date the Contract Manager has accepted the installation of replacement trees and shall continue for the minimum specified maintenance period and until Final Acceptance, with each additional replacement in turn being maintained and warranted for the minimum specified maintenance period.
- B. Replacements shall comply with specified requirements for new plants.
- C. After Initial Acceptance, the Contractor will not be responsible for damage to work resulting from: neglect by Owner; damage by others; abnormal weather conditions such as floods, excessive wind damage, severe freezing or abnormal rains; or other activities beyond the Contractor's control.

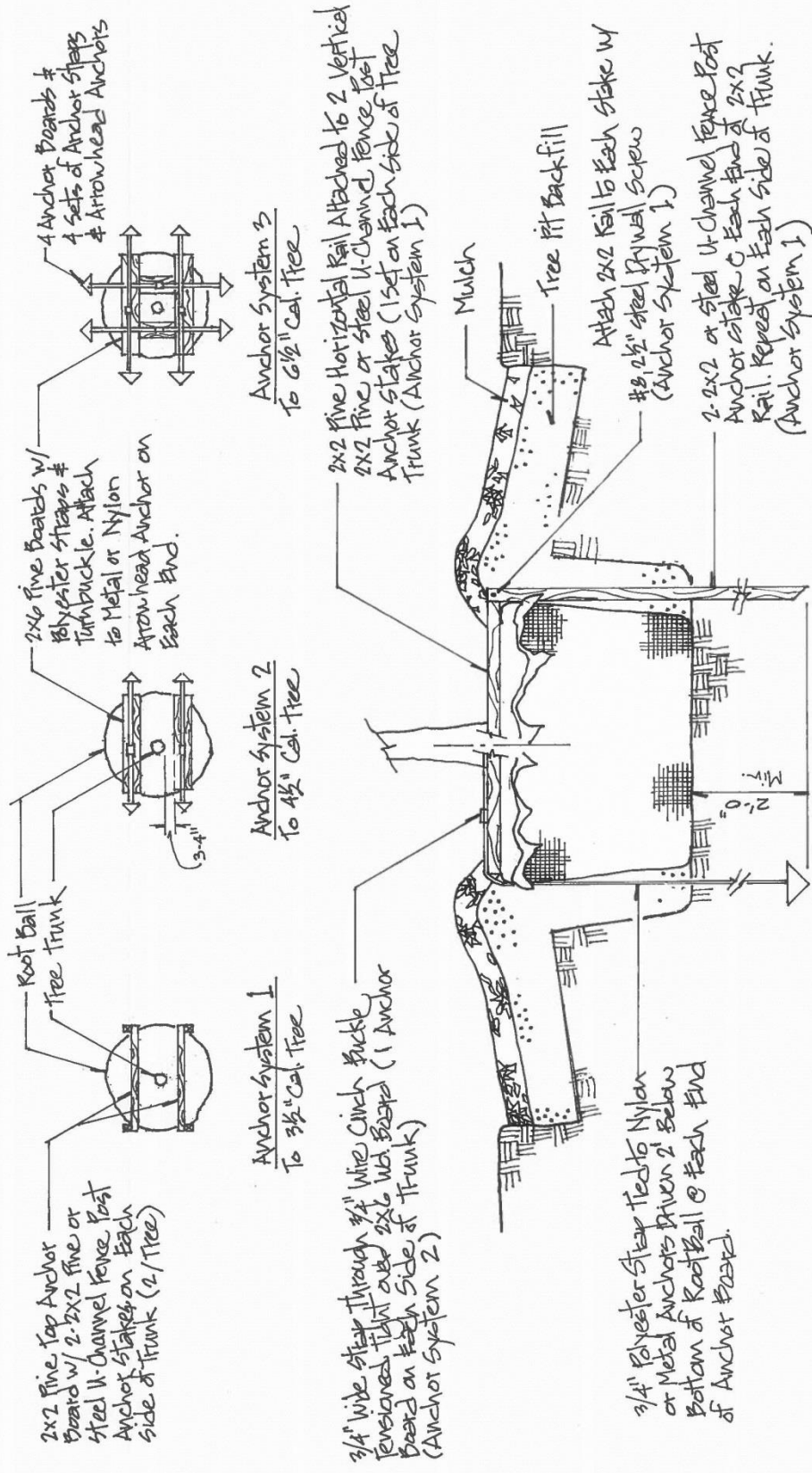


TREE/PALM PLANTING DETAIL NTS

Table 1

SINGLE HARDWOOD, CONIFER TREE OR PALM PLANTING BED DIAMETER	
*Single Trunk Tree Caliper	Planting Bed Diameter
2" Cal	6"
3" Cal	10"
4" Cal	12"
5" Cal	16"
6-7" Cal	18-20"
Palms	6"

*Notes: Caliper and height shown includes caliper and height up to, but not including, next higher number shown.



ROOT BALL ANCHORING SYSTEM DETAIL NTS

EXHIBIT G-1

Approved Draw Schedule

1. Monthly draws based upon percent completion of Administrative/Design Services.
2. Monthly draws based upon percent satisfactory completion of construction contract amount less 10% of contract amount held for _____ months of maintenance.
3. Final construction draw at completion and approval of ____ months of maintenance.

**Exhibit G-2
LEVEL 3 TREE PLANTING PROGRAM**

[Contractor]
DRAW REQUEST NO. _____

PROJECT _____ CONTRACT/P.O. NO. _____

For Work accomplished by the date of _____

A. Contract Expenditures and Change Orders:

- 1. Contract Expenditures Approved by COJ..... \$ _____
- 2. Executed Change Orders Approved by COJ +\$ _____
- 3. Total Approved Contract Expenditures and Change Orders (1) + (2)..... \$ _____

B. Work Accomplished:

- 4. Work Performed on Approved Contract Expenditures..... \$ _____
- 5. Work Performed on Approved Contract Change Orders..... +\$ _____
- 6. Total Work Completed (4) + (5)..... \$ _____
- 7. Retainage* [] % of Item (6) -\$ _____
- 8. Less Previous Payments Received and Work Invoiced..... -\$ _____
- 9. Payment Amount Due this Application (6) – (7) – (8)..... \$ _____

(*) Retainage subject to conditions set forth in Contract.

CONTRACTOR CERTIFICATION

_____[Contractor]_____. 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, and the invoices, receipts and other documents required by the City evidencing that the costs and expenses listed above were actually incurred by the Contractor and were expended on and pertain to the Project; (3) evidence in the form of receipts, cancelled checks, and other documents required by the City is included with this Draw Request showing that the *previous* progress payment to the Contractor, if any, has been applied to pay in full its obligations incurred for the Work covered by the prior Draw Request; (4) title to all materials and equipment incorporated into said Work or otherwise listed in or covered by this Draw Request will pass to the CITY OF JACKSONVILLE at time of payment, free and clear of all liens, claims, security interests and encumbrances.

Date	Print Name	Title
	Signature	

CITY APPROVAL

Date	Print Name	Title
	Signature	

**LEVEL 3 TREE PLANTING PROGRAM
QUANTITIES FOR PARTIAL PAYMENT (Draw Request Form Attachment)**

PROJECT NAME: _____ DATE _____

LOCATION: _____

CONTRACT/ P.O. NUMBER: _____ BID NUMBER: _____

PAY REQUEST NUMBER: _____ FROM: _____ TO: _____

CONTRACTOR: _____

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 (PA)				
2	Approved PA Services Change Orders				
3	Total PA Services (3a = 1+2)			%	
4	Professional Services – Design, Bid Documents & Construction Oversight (PS)				
5	Approved PS Change Orders				
6	Total PS (6a = 4+5)			%	
7	Landscape Construction & Maintenance (LCM) Award Amount				
8	LCM Approved Change Orders				
9	Total Approved LCM Contract Amount (7+8)				
10	Landscape Construction (10a = 80% of 9)			%	
11	Landscape Maintenance (9-10a)			%	
12	Total Prj. Contract Amount Approved by COJ (3a+6a+10a+11a)				
13	Total Value of Completed Work (3b+6b+10b+11b)				
14	Percent Complete (13b/12a)			%	
15	Total Value of Contracted Work Remaining (3d+6d+10d+11d)				
16	Total Project Funding by COJ (See COJ Contract)				
17	Current Contract Amount Approved By COJ (12a)				

18	Project Funding Remaining (16a-17a)				
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CITY OF JACKSONVILLE, FLORIDA

**[Contractor Name] AFFIDAVIT
FOR
FINAL PAYMENT**

STATE OF FLORIDA

COUNTY OF DUVAL

That under date of the _____ day of _____, 20____, the undersigned ([Contractor Name]) certifies that the certain contract agreement entered into with the CITY OF JACKSONVILLE as OWNER, covering the [Name of Project and 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. [Contractor Name] 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 [Contractor Name]. He/she is

personally known to me, or

has produced _____ as identification.

_____ (x)

[Print or type name]

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT H
Insurance and Bond Requirements

Insurance will be provided reasonably commensurate with the hazards and magnitude of the Project. All entities physically participating in the installation or maintenance of the Project shall be required to procure and maintain insurance. (If the Project is being installed and/or maintained exclusively by the City’s Countywide Tree Planting and Miscellaneous Landscaping contractor, then no additional insurance will be required of the Applicant.)

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Provider shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits	
Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/ Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City’s Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Professional Liability \$1,000,000 per Claim and Aggregate

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Additional Insurance Provisions

- A. Additional Insured: All insurance except Professional Liability shall be endorsed to name the City of Jacksonville and City’s members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037.
- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

- C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.
- F. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- G. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.
- H. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Tenant, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.