

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

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

RECITALS:

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

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

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

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

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

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

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

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

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

3. Paragraph 2.1 (Project Funds) shall be amended to strike the word “reimbursement” in insert in lieu thereof “work performed and invoiced”.

4. Paragraph 6.3 of the Agreement is deleted in its entirety and shall be replaced as follows:

“6.3 Draw Procedures. All Draws shall be made from time to time upon written application of the Contractor pursuant to a Draw request (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.”

5. Paragraph 6.4 of the Agreement is deleted in its entirety and shall be replaced as follows:

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

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

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

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

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

[The remainder of this page is left intentionally blank]

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

WITNESS:

GREENSCAPE OF JACKSONVILLE, INC.

By: _____

Signature

Type/Print Name

Title

By: _____

Signature

Name: _____

Type / Print Name

Title

ATTEST:

CITY OF JACKSONVILLE

By _____

By _____

Print: _____
Corporation Secretary

Lenny Curry, Mayor

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Director of Administration and Finance
CITY Contract Number:

Amendment No.:1

Form Approved:

Office of General Counsel

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

Greenscape of Jacksonville, Inc.
DRAW REQUEST NO. _____

PROJECT Jacksonville Equestrian Center **CONTRACT/P.O. NO.** 615745-21

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

Greenscape of Jacksonville, Inc. certifies that: (1) all items and amounts shown above are correct; (2) all Work performed and materials supplied fully comply with the terms and conditions of the Contract Documents, 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: Jacksonville Equestrian Center DATE _____

LOCATION: _____

CONTRACT/ P.O. NUMBER: 615745-21 BID NUMBER: _____

PAY REQUEST NUMBER: _____ FROM: _____ TO: _____

CONTRACTOR: Greenscape of Jacksonville, Inc.

ADDRESS: _____

No	Description	Prj/ Contract Amount (\$) (a)	Value of Completed Work To Date (\$) (b)	% Complete of Contract Amount (c)	Value of Work Remaining (\$) (d)
1	Project Administration Services (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)				

Revised Exhibit G-2

CITY OF JACKSONVILLE, FLORIDA

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

STATE OF FLORIDA

COUNTY OF DUVAL

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

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

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

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

online notarization,

this _____ day of _____, 20__, by _____, as _____ of Greenscape of Jacksonville, Inc.. He/she is

personally known to me, or

has produced _____ as identification.

_____ (x)

[Print or type name]

NOTARY PUBLIC

My Commission Expires: _____

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