

Jacksonville Tree Commission Workshop

Tuesday April 13, 2022 – 9:30 AM
Ed Ball Building, 10th Floor, Conference Room 5
and Zoom

Commissioners: Chris Flagg, Chair
Curtis Hart, Vice Chair
Ron Salem
John Pappas
Mike Robinson
Rhodes Robinson
Susan Fraser

Advisors: Susan Grandin
Dalton Smith
Justin Gearhart
Jose Regueiro

Staff: Cindy Chism

AGENDA

Order of Agenda is Subject to Change

- 1. Call to Order** - Chair
- 2. Roll Call** – Cindy Chism
- 3. Action Items:**
 - a) Level 3 Program Document Revisions – Susan Grandin/Fred Pope
- 4. Adjournment** – the next meeting is Wednesday, April 20th and will be a Hybrid/Zoom meeting in Ed Ball Building, 10th Floor, Public Works Office, conference room 5.

Jacksonville Tree Commission Workshop

Tuesday, April 12, 2022 – 9:30 AM

Approved May 18, 2022

Via Zoom Platform & In Person

Commissioners Present: Chris Flagg, Chair
John Pappas
Mike Robinson
Rhodes Robinson
Susan Fraser

Staff: Cindy Chism

Public: Mike Zaffaroni, Liberty Landscape
Tracey Arpen, Greenscape/Scenic Jax
Fred Pope, COJ
Todd Little, COJ
Dalton Smith, COJ
John November, Public Trust

Advisors: Susan Grandin, OGC
Dalton Smith, Urban Forest
Justin Gearhart, City Arborist

1. Call to Order – Chair

2. Roll Call– Cindy Chism

3. Level 3 Document Revision – Susan Grandin & Fred Pope

The document revisions being suggested are for the Application (Attachment A), the Application Instructions and Process Guide (Attachment B), and the Agreement (Attachment D). There is also a packet of forms which we expect the Applicant to use as well as examples of Tree Planting Plans (Attachment C).

a) Application (Attachment A):

- i. Not much changed on the Application, it was just aligned with the Instructions and the Agreement in terms of exhibits to make it easier for the Applicants as well as Staff.
- ii. Mr. R. Robinson asked if all the responses in the Application were required. Should we include a statement which says response to every question is required. Mr. Flagg asked if N/A would suffice. Mr. Pope added that once the Application was submitted, if there were questions, Staff could ask for correction. Ms. Grandin suggested adding “each blank must be addressed.” Everyone agreed.

b) Instructions (Attachment B):

- i. This process is modeled on how the City structures hiring a consultant for a project. The first step we are calling the Project Scope is when the Applicant identifies a site for a tree planting project. They contact the property owner, describe what they have in mind and the property owner either agrees or disagrees.
- ii. Once the owner agrees, a Landscape Architect will draw a simple bubble drawing utilizing the City’s GIS or other website (see example in Attachment C titled Losco Park). This establishes the project and the basic scope.
- iii. Then the Landscape Architect would prepare a Conceptual design plan based on the simple bubble diagram (Attachment C titled Warrington Park), using an aerial photograph but still a simple diagram. For this effort it has been suggested that a flat “finder’s fee” or

- “stipend” of \$2500 be paid to the applicant if they are successful in getting the project approved.
- iv. Mr. McDaniel asked if the simple bubble diagrams shown in Attachment C (titled Losco Park and Warrington Park) are enough for the Applicant to complete the application and meet with City Staff. Mr. Pope replied this is a first step in fulfilling that purpose. More detail will be required for the schematic plan which is part of the application. Mr. McDaniel continued, so more is required than the 2 examples in Attachment C. Mr. Pope explained at this point we want to have enough information to confirm the project is one we want to have done. We want the Applicant to be successful without them spending too much time and money on something which may not be a project which would be good for the City. This is enough for City Staff to vet the project.
 - v. Mr. McDaniel continued, we want to make sure that we get a good project up front and be fair but we don’t know how much is involved and where that \$2500 should be to get that, maybe it should be more, maybe less.
 - vi. Ms. Fraser added, the way to look at this is it’s a grant application, we are a grant agency. If you were applying for a grant from a local government, you make an investment in those applications and there is no compensation. Mr. Flagg agreed. normally these kinds of things are just a marketing risk that a consultant will take to get the job, a stipend is nice to have.
 - vii. Mr. November said the way the Application was before was fairer. Treat all projects the same, some have more complexity than others. Before there was an initial scope meeting using a bubble diagram, as discussed, and the Applicant would get a yay or nay whether the project was feasible from the Property Owner and City Staff. Once the green light was given to go ahead, the Applicant could then begin to keep track of the time spent, as well as the hired professionals’ time and then eventually project the time. The risk for the Applicant is no funding, the time was spent and hopefully it was a valuable exercise but in the end the Tree Commission will be able to analyze whether the time spent and the projected time is reasonable, if not they can reject it.
 - viii. Trying to put a \$2500 price tag on this sort of analysis is trying to be a one size fits all shop when in the end a reasonable-ness analysis will be what drives the Commission. A Landscape Architect estimated it would take at least 20, possibly up to-50 hours to get to the Conceptual plan point, which is past the bubble diagram. The estimate for the Applicant’s time is 6-20 hours. So somewhere between 25 hours to 75 hours to get to the \$2500 point. If it’s 25 hours, that amount is fair but if it’s 75 hours, that number is not fair.
 - ix. Mr. McDaniel asked if \$2500 enough money for an Applicant to hire a professional to put an Application together for the Tree Commission to evaluate the project. If it’s not, perhaps adjustments need to be made.
 - x. Mr. Arpen added up what would be involved to get through to the Conceptual plan phase, before the schematic plan: 2 site visits, 2 meetings with City Staff. 2 meetings with the owner/agency, and 1 meeting with the Council Member. The Landscape Architect will have to complete the base sheet, the scope plan, and the Conceptual plan as well as attend the previously listed meetings. Doesn’t seem like \$2500 would be enough. Also,

the Instructions mandate the \$2500 be divided equally between the Applicant and the Landscape Architect, which seems arbitrary. They should be able to decide between them how to divide it.

- xi. Ms. Fraser asked if there was a point between the bubble diagram and the Conceptual plan in which the Commission could give the Applicant approval to continue with the Application.
- xii. Ms. Grandin clarified, in Attachment C, the Locsco Park pages, are examples of bubble diagrams, and the Warrington Park is an example of a Conceptual plan. In addition, the \$2500 is not awarded until after the Application has been approved and has funding provided then the \$2500 is paid. Perhaps the requirement for the \$2500 is for a bubble diagram to present to Staff which okays the project and then it comes before the Tree Commission for approval to continue developing the project.
- xiii. Mr. Pappas said he will only support committing a small amount to get the point where we are truly going to plant trees. Mr. Flagg agreed and added, it needs to be simplified, a site visit, you review, look at an aerial, determine if it's a viable project and should move forward. Does the Tree Commission need to see the bubble diagram? Should Staff make the decision that it's a good project because the meter starts running once that decision is made.
- xiv. Mr. Flagg pointed out when a Landscape Architect assesses a site, they will know, because of their professional judgement whether it is a viable site to be planted. That is all they're armed with to come to Staff and say this looks like a good project. Selection of plant material etc., the professional should be reliable enough to make those recommendations further into the process. \$2500 really isn't much more than 2.5 days' worth of effort.
- xv. Ms. Fraser added the big thing at this level is the Owner's agreement with a bubble drawing.
- xvi. Mr. M. Robinson then asked who the ruling authority is; if the agency who owns the site, and the Landscape Architect review the site and agree to a bubble drawing which is submitted to Staff and Staff doesn't like the location, etc., who does the Applicant appeal to? Mr. Pope responded it's a collaboration, a negotiation. It's up to the Applicant to identify a reasonable site for a project, it may take 2 or 3 tries. Staff is not involved at this point.
- xvii. Mr. Pappas asked where should the \$2500 stipend be inserted; after the bubble diagram has been developed and Staff has given the thumbs up to continue? Mr. Flagg and Mr. M. Robinson agreed. Mr. Pappas added, perhaps the Tree Commission should also be consulted at this point.
- xviii. Mr. Arpen pointed out there is an inconsistency between the instructions, page 1 says the "City will pay a lump sum amount of \$2500 to cover the expenses incurred by the Applicant and Landscape Architect to prepare the Scope of Work and the Conceptual Planting Plan." But then if you go to the Applicant Work Hours Summary Sample form (Attachment C), under the labor hours it starts tracking time at the Conceptual Design phase which is what had been agreed to before, that the clock started after the first green light from City Staff. Mr. Pope said that is a typo, it should say Schematic Design not Conceptual Design.

- xix. Mr. M. Robinson said \$2500 is paid to do the bubble diagram then when the process moves to planning individual trees, species, and actual siting that is more time and effort so the clock is running after the Project Scope meeting.
- xx. Mr. McDaniel replied that would mean the Tree Commission has approved the project based on the bubble diagram and it is moving forward. Mr. Flagg asked if that approval was Commission or Staff. Mr. Arpen pointed out another inconsistency in the form: listed under Conceptual Design Phase on the same form, it shows City Council Member review meeting if that was truly in the Schematic Phase this meeting would have already happened. Ms. Grandin suggested getting the process the way we want it and then fix the forms. Everyone agreed.
- xxi. Ms. Grandin continued the Downtown Development Review Board does a Conceptual Approval and a Final Approval. Maybe what we want to do is pick a point in the process for the Tree Commission to give Conceptual Approval to a project and at that point the stipend is good. Then the Applicant proceeds to the Schematic Phase which comes before the Tree Commission for Final Approval. There would then be 2 stages of approval. The bubble diagram does not have enough information for the Commission to use to approve a project. The bubble diagram does need to be approved, whether it is Staff or the Commission. Ms. Grandin reminded the Commission \$2500 only gets paid after the Application has been approved by MBRC and an actual contract has been signed.
- xxii. Mr. McDaniel asked if Staff's approval of the bubble diagram would authorize the \$2500 once the project is approved? Ms. Grandin said the way the instructions are written now is when the Staff approves the Conceptual plan, that's when the clock starts. The Conceptual Plan really isn't that different than the bubble diagram, in terms of the amount of hours. Mr. Pope clarified, the fee clock starts then. Also required with the Conceptual Plan is a Fee Proposal for review. Staff determines if that's reasonable for this level of project.
- xxiii. Mr. November asked why we are trying to put an arbitrary \$2500 on anything. Why don't we let the Applicant keep track of their time, when its time to submit the Application to the Tree Commission, they will have included how much time they spent but also a Fee Proposal. We do the Project Scope meeting with Staff and they give a Conceptual approval then the time clock starts the reasonable-ness of what is being proposed will be determined not just by Staff, though they will recommend whether it's good or not, but also by the Commission and eventually MBRC. Treat all the time the same, let's pay them for the time spent, if it's not reasonable, it doesn't get approved.
- xxiv. Mr. Pope continued the problem with the bubble diagram is it only gives site locations it doesn't describe the overall project scope. The bubble diagram cannot give you enough information to develop a fee proposal. Ms. Fraser suggested a Feasibility Plan instead of a Scope Plan. There is a willing Property Owner and there is feasibility to plant trees, at least 1. Mr. Pope added, there should probably be some minimum and maximum size limitations to these projects. It takes a great deal of Staff time, Tree Commission time and the Applicant time to do a very small project, we don't want to do this for 5 trees, we want to do for significant projects. There needs to be a level they can achieve to begin with and not go above a certain level as well.

- xxv. Please refer to the picture of the whiteboard (Attachment E). Ms. Grandin said there are 3 phases, Pre-Application/Design Phase, the Application Phase (this is where the Applicant assembles the documents and plans necessary. Also of note the Schematic Plan is in the Pre-Application Phase) and then the Project Execution Phase. The way the Instructions are now, the \$2500 covers through approval, by someone, of the Conceptual Plan. Which is then used to generate the Schematic Plan which goes in the Application. The Application Phase requires a lot of documents (see Attachment B Section II Application Phase). The Project Execution Phase, the Commission is out of that but Staff is still very involved.
- xxvi. Mr. McDaniel said the bubble diagram through Conceptual Plan (Attachment C, Losco Park through Warrington Park) are submitted with the Application guarantees \$2500. Ms. Grandin said no, a schematic is required. Mr. Pope said the Fee Proposal comes right after Conceptual Plan (before Schematic Plan on the board (Attachment E). Fee Proposal covers the Application Phase and the Execution Phase, including the Schematic Plan. It is the professional and Applicants fees. So we can get a sense of how big the project is. This is the point where Staff can decide whether the fees are reasonable or not, depending on the complexity. So the Applicant is getting paid to assemble this Application to submit to the Tree Commission. They are also getting paid for the fees to construct and manage the project. Mr. Flagg added we need to know when the clock starts on that.
- xxvii. Mr. M. Robinson suggested the “clock” starts between the Scope and beginning the Conceptual Plan. The list of items required for the Conceptual Plan (Attachment B, Section B(2)b.1) and 2)) will take more than 2.5 days. The bubble diagram, the site meetings, meeting with Councilman, and Property Owner shouldn’t take more than 2.5 days. The stipend should kick in after I.A. Mr. Pappas said the completion and submission of the bubble diagram including the meetings are the Applicants’ responsibility and cost and then beginning with the Conceptual Plan, either there is a stipend or the “clock” starts. Perhaps there should be no stipend.
- xxviii. Ms. Fraser said wasn’t the stipend to reduce the risk to the Applicant? If they spent a good bit of money and the project was rejected then they wouldn’t be penalized. Mr. McDaniel said that was the point of the stipend was to make sure the non-profits are driven under.
- xxix. Mr. Flagg agreed with Mr. Pappas, normally the bubble diagram and all the meetings are the Applicant’s responsibility. Let’s make it as simple as possible. Do we really need the stipend? Mr. R. Rhodes added, this was originally set up for non-profits, if this were for-profit then no, but due to overhead etc., we were trying to ensure the non-profits weren’t hit too hard. Mr. Arpen said from a non-profit standpoint, if the choice was between a stipend that runs all the way through the Conceptual Plan and getting no stipend and having the Conceptual Plan be the beginning of the negotiated fee, no stipend would be preferred. If there is going to be a stipend, please remove the language which says it must be split equally between the Applicant and the professional.
- xxx. Ms. Grandin pointed out it is to the non-profits’ and the City’s advantage to work together to work out any issues with the project. We want to plant trees. Mr. Flagg added let’s make it as easy as we can to build success into this effort.

- xxxi. Mr. November agreed, let's get rid of the stipend and make it a fairness analysis by the Tree Commission and MBRC.
- xxxii. Mr. Pope said after the bubble diagram has been approved the time clock then starts. Simply tracking the time and cost+ won't work. Mr. Flagg agreed and said a proposal is then assembled. Mr. Pope said you can't put an accurate proposal together until a Conceptual Plan has been developed which will show the number of trees for the project. Mr. Flagg responded, estimates for conceptual effort and next step schematic are something done everyday. Mr. Pope added, ok, but the Staff needs to know how big the project is to judge if the fee is reasonable.
- xxxiii. Mr. November suggested the Applicant submit an estimated fee proposal with the bubble diagram, with the understanding that the fee schedule may change. Mr. Arpen added, having a vague fee proposal doesn't really contribute anything. It makes more sense for the fee proposal to stay within the conceptual portion but included in the fee proposal would be the time spent on the Conceptual plan and the meetings with Council Members etc. What you end up with is instead of it being an estimate of the cost you'll know what the actual was up to the point, beyond that is the estimate of fees. Mr. Pope pointed out that is cost+. The Applicant gets paid for spinning his wheels. Mr. Arpen disagreed, the criteria is that Staff reviews whether the fees are reasonable. Mr. Pope clarified there is a preliminary fee proposal and once the Conceptual plan is done the Applicant may realize the original fee proposal wasn't going to cover it, a revised fee proposal is submitted. Mr. Arpen agreed and said submitting a fee proposal with the bubble diagram won't really work because there is not enough information at that point. Mr. Pope continued, after the Conceptual Plan is done is when you can really identify the fee and how much effort is required.
- xxxiv. Mr. Flagg pointed out that the fee for doing the Conceptual Plan is backed into the fee proposal submitted. Ms. Grandin said that happens every time. Ms. Fraser suggested putting on the Agenda every month there were Staff Approved (Project Name) bubble diagram and the projected concept plan fee. The Commission is then aware of the project. If there is a change in cost, the Applicant can then justify it. Putting that number out in the beginning makes the Landscape Architect think through the scale of the project.
- xxxv. Mr. Flagg added the fee cannot float. Yes, it's projected however as a professional supposedly you're trained to foresee and envision the project. You must live by that number once posted, whether approved or not. Now if the scope changes, then there is reason for additional service ask. Mr. Pappas also pointed out we must be very careful the funds are not used for non-tree planting.
- xxxvi. Ms. Fraser added we need to continue to itemize that for this project, 100 trees, the consultant fee was \$12,000. We need to keep tracking that. Because at some point we may conclude that it's cheaper for the City to hire a Landscape Architect, and all they do are these plans, than to keep paying the consultants at their rate. The only way to figure that out is to go on a per project what did we spend. Mr. Pappas continued are there certain size projects we should be limiting to, maybe we reach a point where anything smaller than this is not effective from a cost of the project basis. Ms. Fraser suggested

this be a year of data gathering, and the more we can put those points in place will help us make decisions next year.

- xxxvii. Ms. Grandin pointed out that Staff could probably be relied upon to make the decision about project size versus cost effectiveness.
- xxxviii. Mr. November summarized, the bubble diagram is submitted with a projected fee proposal. Another fee proposal should not be required until the Application is submitted, to alleviate burden on Staff. If we go back to what it was before; the scope meeting, and estimate is done, once that's approved, the clock starts and the project is built all the way through the Application phase that's when it's determined if the fees are reasonable or not. If something unreasonable is done, the Application will not be approved. Why ask Staff to do additional levels of analysis, give the Tree Commission the ability to listen to Staff's recommendation at the time the Application is submitted. If the Applicant is aware Staff will say their fees are unreasonable, the chances are good those fees will be adjusted before the Application comes before the Commission.
- xxxix. Mr. Pope added if the preliminary fee proposal is unreasonable and Staff comes back and says we will only pay half, that creates a lot of problems. Mr. Flagg responded, what is the reasoning behind only paying half the submitted fee. There is always a reason, convince Staff why it should be double what they think. The only issue with what Mr. November proposed is how many times do fee proposals decrease.
- xl. Mr. Arpen agreed with Mr. Pope; at the bubble diagram phase, not enough is known for Staff to determine if the fee proposal is reasonable or for the Applicant to defend the fee proposal because the number of trees is not even known. Requiring a fee proposal at this stage is premature. The Conceptual Plan is much more feasible.
- xli. Ms. Fraser said, as the Landscape Architect doing a bubble diagram, you know what you want to do and can give a cost estimate. Staff looks at that estimate and says, ok, that's seems reasonable. If another Landscape Architect does a bubble diagram and suggests a much higher cost estimate, Staff may deem it unreasonable. But it begins to layout the expectation, which the Landscape Architect is the only one who has at that moment. It's a heads-up. Mr. Flagg continued, everyday we give a rough order of magnitude early and it gives you a frame of reference, and then you hone it from there. The collaboration should hone that fee. The fee proposal cannot really be submitted with the bubble diagram, it must wait for the Conceptual Plan.
- xlii. Mr. McDaniel asked Mr. Pope if a Landscape Architect could estimate how much the project would cost using Attachment C, Warrington Park Plan. Mr. Pope agreed he could, he would know how big the site is, will it be more than 1 page to draw, etc. Ms. Fraser asked if Staff said the estimate submitted with the Conceptual Plan is unreasonable, then what? Mr. McDaniel said he would question it, ask the in-house Landscape Architect if the fees itemized were reasonable. There would be communication. Mr. Arpen asked if the Staff disagrees with the fee proposal is the project dead or can the Applicant go back and rework it? The consensus was, the Applicant can rework it.
- xliii. Mr. Pappas pointed out that it can go both ways. The Applicant may submit a fee proposal grossly under which may cause Staff to question if the Applicant knows what is required for these projects.

- xliv. Mr. November pointed out everything currently on the Instructions stands with the exception of the stipend. The fee schedule is provided with the Conceptual Plan, and there are still discussions with Staff and Applicant. It's good that Staff is not making the decision if a fee is reasonable, but they make a recommendation, and the Tree Commission decides. The Conceptual Plan is 75% of the job. All the design work is done, base layers are done, and there is a good idea of the cost. Having the Landscape Architect on the project from the beginning so the projects are exceptional. There should be less back and forth once a professional is involved.
- xlv. Mr. Flagg asked when the cost of construction enters the conversation. At the Application the construction costs will be itemized. There is always a way to back the percentage of the design fee into the construction costs as a double-cross check. If we are getting a 20% design fee, that is questionable, what is the market value on design fees.
- xlvi. Ms. Fraser asked does the Commission want to have an estimate of the fee to prepare the Conceptual Plan submitted with the bubble diagram? Mr. Pappas said that was a reasonable request.
- xlvii. A motion was made by Mr. M. Robinson to eliminate the stipend seconded by Mr. R. Robinson, none opposed.
- xlviii. Mr. Flagg suggested a Rough Order of Magnitude (ROM) cost (which will include a high degree of contingency) be submitted with the Bubble/Scope diagram then the final professional fee and construction fee is submitted with the Application. Mr. Pappas added this could also be helpful for those new to the process and may not have the experience. If they submit a number which does not make sense, high or low, it's a flag to Staff that the Applicant may not understand what these projects require.
- xlix. A motion was made by Ms. Fraser to require a ROM be submitted with the Bubble/Scope diagram, then Conceptual Plan. Under the Application phase a refined professional fee and construction costs are submitted, seconded by Mr. Pappas. None opposed.
 - I. A motion was made by Mr. Pappas that the becomes Applicant eligible for compensation (the time clock starts) at the Conceptual Plan. Seconded by Ms. Fraser, none opposed.

4. Public Comment:

- a) Mr. Arpen pointed out in the criteria review the project must be accessible and visible to the public. Sometimes projects which add the most to the canopy with the best chance of success may not be visible or accessible to the public. The other thing, on the change orders form, if there is a subcontractor who needs a change order it can be done however those may increase time etc., for the manager or the Applicant where is the mechanism for them to recover their unexpected time as a result of change orders. Also, the final fee proposal is based on estimated times, when you get on the site what happens if you have unforeseen circumstances, we need a mechanism for that. Mr. Pope said that's a contingency. There is a contingency which sets a construction cost which is then going to be a PO, to increase that we would have to go to MBRC.

- 5. Adjournment** – the next Tree Commission meeting is scheduled for April 20th, 2022 at 9:30am and will be a Hybrid/Zoom meeting in Ed Ball Building, 10th Floor, Public Works Office, conference room 5.

JACKSONVILLE TREE COMMISSION'S

Level 3

TREE PLANTING PROGRAM

Application

See the Level 3 "Application Instructions and Process Guide," ("Guide") available on the Tree Commission's website, for guidance for completing this Application. Definitions used in this Application and in the Level 3 Agreement are located in the Agreement.

1. Project Name: _____
_____ (Descriptive project name)

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2. Applicant Name: : _____
(Name of not-for-profit or community organization)

3. Key Contact Person: : _____
(Designated representative of the organization)

a. Phone Number: _____

b. Email Address: _____

c. Mailing Address: _____

4. Has the Applicant been a recipient of funds from the Tree Protection and Related Expenses Trust Fund ("Tree Trust Fund") for past tree planting projects? ~~received an award or contract for a project from the City in the past?~~ _____

If yes, has the Applicant performed the projects awarded by the City? _____ If yes, list each project completed in the last 3 years and currently in progress.

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If yes, list past projects not successfully completed.

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5. Has the Applicant been a past recipient of funds appropriated from the Tree Protection and Related Expenses Trust? _____

If yes, has the Applicant submitted all the required documentation now due from ~~the~~ previously-currently funded projects? _____

6.5. Has the Applicant ever been on the Council Auditor's Non-Compliance List? _____

If ~~no~~ yes, please explain:

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7. _____
Project Partner Organizations & Businesses/Other Entities Collaborating: _____

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6. Project Partner Organizations, Businesses or other collaborating Entities:

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7. Name of City Department or Public Agency having jurisdiction over Project Site.

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Has the Applicant gained approval from the City Department or Public Agency ~~property~~ owner/administrator of Project site to plant trees on the Project site?

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~~8.~~ _____

Identify the department or agency that operates the property: _____

~~8.~~ Name of City Council District and City Council Member where the project is located.

Council District City Council Member _____

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~~9.~~ Have you shared information about the Project with the City of Jacksonville's District Council representative in writing? _____

~~9.~~ What are the anticipated number of volunteers & staff participating in planting project and describe activities: _____

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~~10.~~ _____

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10. Other Project Funding Sources: List known and anticipated funding from other sources for this Project

Funding Source	Amount	Funds Collected or Committed?
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11. Project Revenues (Matching): List known and anticipated sources of funding, other than from the City, for the proposed Project from all funding sources. Project Summary: Provide in the space below a discussion of the Project: Include the purposes of the Project; the socio-economic benefits, public benefits, environmental benefits, the project contribution to the tree canopy, and the rationale for the selected tree species and their location. Use no more than one page

11. Please include whether the funds are collected or committed:

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~~12. Project Summary: In the space below: Provide a discussion of the purposes of the Project, the benefits to the public and rationale for the species selected and their location. Use no more than one page.~~

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REQUIRED EXHIBITS AND SUPPORTING DOCUMENTATION:

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Each of the following exhibits is required to be submitted with the Application. Provide a label and tab for each exhibit and ensure that all exhibits are legible and of an appropriate scale. If two or more exhibits are consolidated, make sure this is reflected on the exhibit label. If a specific exhibit is not applicable, include an exhibit page with a statement that it is "Not Applicable."

Cover Letter – Front Cover, Required

A cover letter on the organization’s letterhead signed by the appropriate official or administrator. The cover letter must include the following information:

1. Key contact person including contact number and email address.
2. The address and Duval County Property Appraiser’s real estate number.
3. A statement binding the Applicant to fulfill all the commitments made in the Application.
4. Applicant’s FEID Number.
5. Mailing address for purposes of notification and inclusion in the Agreement if the project is approved.

Exhibits

~~A. Attach as EXHIBIT A Proof of Eligibility and Corporate Resolution Certification. (See Application Appendix for samples, and Application Instructions and Process Guide for requirements)~~

~~B. Attach as EXHIBIT B the Agency Acknowledgement of Applicant’s Intent to Plant Trees (See Application Appendix for a sample, and the Instruction Guide for further information), and the written correspondence with the City’s District Council Member regarding the Project.~~

AC. Project Design:

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Attach as **COMPOSITE EXHIBIT AC** the following:

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- A-1: Project Location Maps
- A-2: Project Scope Narrative
- A-3: Schematic Planting Plan
- ~~A-4: Plant Schedule~~
- ~~Project Performance Schedule.~~

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~~**B. Project Performance Schedule.**~~

~~**C. D. Total Project Budget.**~~

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- a. Attach as **Exhibit CD**, in spreadsheet form, line item expenses for all aspects of the Project listed in the Application Instructions and Process Guide.
- b. Total amount of award requested: _____
- c. Any other sources of funding (collected or committed): _____

Identify any deviations from the Tree Commission Approved Tree Planting List.

D. Attach as **EXHIBIT D** the anticipated Project Team. It is understood that the Landscape Contractor will not be identified at this point since that entity will be chosen through a bid process after the Construction Documents are prepared.

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E. Attach as **EXHIBIT E** the Proof of Eligibility and (See attached samples, and Application Instructions and Process Guide for requirements)

~~the Jacksonville Tree Commission's Level 3 Community Organization Tree Planting Program Affidavit.~~

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F. Attach as **EXHIBIT F** the Corporate Resolution Certification. ~~Attach as **EXHIBIT F** the anticipated Project Team. It is understood that the Landscape Contractor will not be identified at this point since that entity will be chosen through a bid process after the Construction Documents are prepared.~~

G. Attach as **EXHIBIT G** the Agency Acknowledgement of Applicant's Intent to Plant Trees (See Application Appendix for a sample, and the Instruction Guide for further information), and the written correspondence with the City's District Council Member regarding the Project.

H. Attach as **EXHIBIT H** the Jacksonville Tree Commission's Level 3 Community Organization Tree Planting Program Affidavit.

~~any other information Applicant deems important to the Application: _____.~~ **A.** Attach as **EXHIBIT A** Proof of Eligibility and Corporate Resolution Certification. (See Application Appendix for samples, and Application Instructions and Process Guide for requirements)

~~**B.** Attach as **EXHIBIT B** the Agency Acknowledgement of Applicant's Intent to Plant Trees (See Application Appendix for a sample, and the Instruction Guide for further information), and the written correspondence with the City's District Council Member regarding the Project.~~

~~the Jacksonville Tree Commission's Level 3 Community Organization Tree Planting Program Affidavit.~~

**JACKSONVILLE TREE COMMISSION'S
Level 3
TREE PLANTING PROGRAM
APPLICATION FORM EXHIBIT LIST**

~~EXHIBIT A – Proof of Eligibility and Corporate Resolution Certification~~

~~EXHIBIT B – Agency Acknowledgement of Applicant's Intent to Plant Trees~~

COMPOSITE EXHIBIT A – Project Design, including:

A-1 Location Map

A-2 ~~Schematic Planting Plan~~ Project Scope Narrative / Scope of Work

A-3 ~~Schematic Planting Plan~~ Project Scope Narrative / Scope of Work

A-4 Plant Schedule

EXHIBIT B - Project Performance Schedule

EXHIBIT C - ~~Total Project Budget~~

EXHIBIT D – ~~Project Team~~ ~~Total Project Budget~~

EXHIBIT E - ~~Proof of Eligibility and Corporate Resolution Certification~~ Level 3 Program Affidavit

EXHIBIT F – ~~Corporate Resolution Certification (if applicable)~~ ~~Project Team~~

EXHIBIT G – ~~Agency Acknowledgement of Applicant's Intent to Plant Trees~~ ~~Other information~~

EXHIBIT H – Affidavit Form

~~EXHIBIT A – Proof of Eligibility and Corporate Resolution Certification~~

~~EXHIBIT B – Agency Acknowledgement of Applicant's Intent to Plant Trees~~

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APPENDIX

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CORPORATE RESOLUTION CERTIFICATION

The undersigned, Secretary of _____ [insert agency name] _____, a Florida _____ corporation ("*Corporation*"), does hereby certify that the following Resolutions were adopted by the Corporation at a meeting of the Board of Directors of the Corporation held on _____, 20__ :

RESOLVED THAT [insert name of signatory] _____, the _____ [insert title of signatory] _____ of the Corporation ("*Authority*") is hereby authorized and empowered to execute on behalf of the Corporation any and all Agreements between the City of Jacksonville, Florida ("*City*") and the Corporation for the purpose of receiving funds from the City for a tree planting project related to the Jacksonville Tree Commission's Level 3 Tree Planting Program ("*Project*"), and to execute any and all documents necessary in connection with the Project.

FURTHER RESOLVED THAT in addition to and without limiting the foregoing, that the Authority of the Corporation be, and hereby is, authorized to take, or cause to be taken, such further action, and to execute and deliver, or cause to be delivered, for and in the name and on behalf of the Corporation, all such instruments and documents as the Authority may deem appropriate in order to effectuate the Agreement and any documents or instruments executed in the accomplishment of any action or actions authorized as stated herein shall be deemed to be conclusive approval thereof by this Corporation and the binding act and obligation of this Corporation.

DATED: _____ 20__ _____
CORPORATE SECRETARY

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AGENCY ACKNOWLEDGEMENT OF APPLICANT’S INTENT TO PLANT TREES

On the ___ day of _____, 20___, the Applicant, _____, will be submitting an application for the Jacksonville Tree Commission’s Level 3 Tree Planting Program (“Application”) to plant trees on the following property, located at: _____, RE #: _____ (attach an additional sheet if necessary) (“Property”).

The Property is public land in Duval County and is owned or controlled by (e.g. City, State of Florida, United States, Independent Agency of the City of Jacksonville, or other public entity) _____ and is a (e.g. right of way, park, school, etc.) _____ managed by (e.g. Parks & Recreation, Public Works, Development Services Division, School Board, Superintendent, etc.) _____.

I, _____, as the (position) _____, in the (department and division) _____ have reviewed the Application and I have the authority to authorize the Project to be conducted on the Property in the event the Project is approved by the City and all necessary permits are obtained by the Applicant.

This Authorization is limited to the Application as submitted on the above referenced date. This authorization does not bind the City to award funds from the Tree Protection and Related Expenses Trust Fund and this Authorization is subject to revocation should the Application materially change from the date of submission.

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Signature

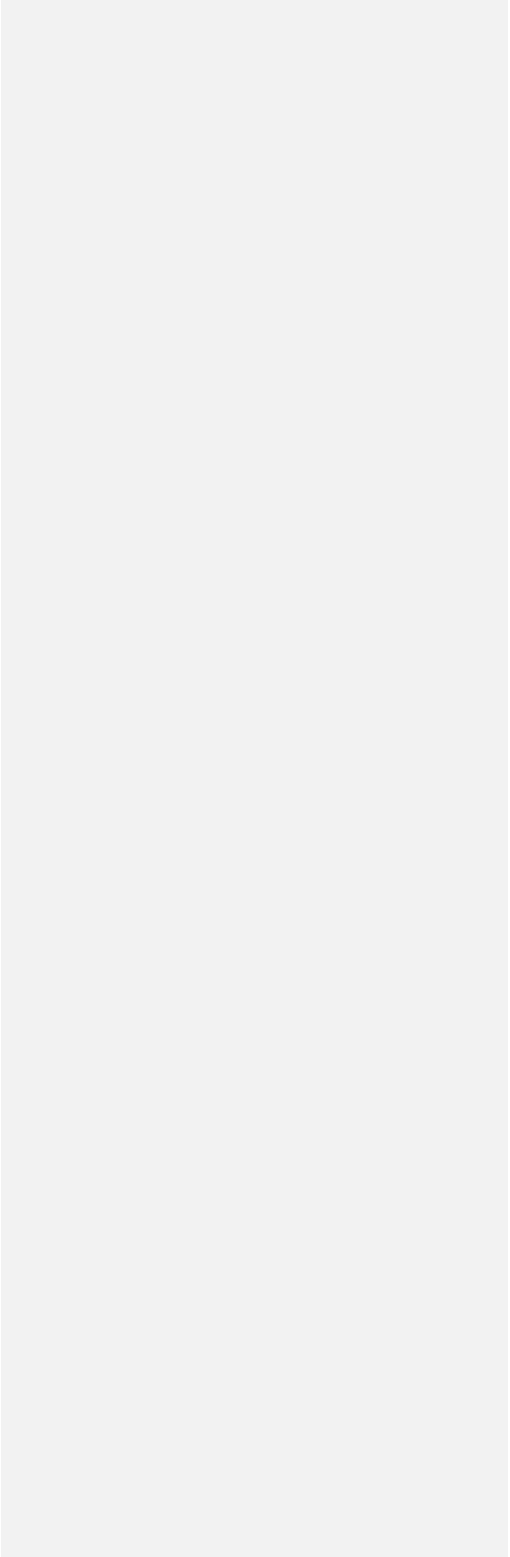
Print Name

Agency, Department, Division

Phone: _____

Email: _____

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**JACKSONVILLE TREE COMMISSION’S
LEVEL 3
TREE PLANTING PROGRAM
AFFIDAVIT FORM**

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BEFORE ME, the undersigned authority, personally appeared _____,
who was sworn and says:

1. My name is _____ and I am the [*note: the individual executing this affidavit must be the executive director, chief executive or operating officer, president, vice president or board chairman of the applying organization*] of _____ of _____, a Florida _____ (“Applicant”) and I have personal knowledge of the matters stated herein.
2. The Applicant is an Eligible Applicant, as defined in the Jacksonville Tree Commission’s Level 3 Tree Planting Program Instructions document.
3. The Applicant is in compliance with the terms of all existing City agreements to which it is a party.
4. The Applicant is in compliance and will comply with all federal, state, local laws, rules, regulations and ordinances, as the same may exist from time to time, applicable to it.
5. If the application is approved for funding, the Applicant will execute a Grant Agreement between the City of Jacksonville and the Applicant, in substantially the same form as the Grant Agreement provided on the Tree Commission’s webpage of the Public Works Department of the City of Jacksonville.

6. **The Applicant is familiar with the Jacksonville Tree Commission's Level 3 Tree Planting Agreement including all the information and duties, and if chosen for funding will abide by the requirements of the Agreement.**

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Signature of Affiant

Print Name: _____

STATE OF FLORIDA

COUNTY OF DUVAL

Sworn to and subscribed before me, this _____ day of _____, 20____, by. Said person is person is personally known OR produced identification.

Notary Public

(Seal)

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~~EXTRA STUFF — this language was removed from the Application because it was not helpful. This should really be a part of the Staff Report. No Applicant is going to say their tree planting is going to damage a sidewalk, etc.~~

FOR POSSIBLE ADDITION TO STAFF REPORTS:

1. Maintenance Analysis.
 - a. Describe impacts from the species being planted on public infrastructure (roads, sidewalks, drainage system) and utility infrastructure (above and below surface), with special attention to proposed species bi-products that require enhanced maintenance (fruiting, roots): _____
 - b. Describe any extra maintenance that will be required to retain good appearance of trees based upon the location of such trees (i.e. if fruiting trees will be near pedestrian or vehicular traffic areas): _____
 - c. Describe the watering or irrigation plan for the Planting Project: _____
2. Operations Analysis.
 - a. Describe the requirements to keep planted trees healthy: _____
 - b. Describe irrigation requirements, and if any is required beyond the first year:

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TREE PLANTING PROGRAM (LEVEL 3) AGREEMENT

(**[Project Name]**)

THIS TREE PLANTING PROGRAM (LEVEL 3) 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 “*Applicant*”).

RECITALS:

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

WHEREAS, funding for the Program is generated by the development of land that causes a loss in the City’s tree canopy, which loss may be mitigated by the payment into the Tree Protection and Related Expenses Trust Fund (“~~Tree Trust~~ Fund”) pursuant to both Article 25 of the Jacksonville Charter, and Part 12 of the Zoning Code (656.1201, et. seq., *Ordinance Code*); and

WHEREAS, the Applicant applied through the Commission to the City to receive project funding under the Program for the tree planting project more particularly described in this Agreement (the “*Project*”); and

WHEREAS, the approval by MBRC was for the schematic design for the tree planting and associated tasks, estimated project cost, proposed project team, and estimated project performance schedule. Those items will form the basis of the preparation of the construction documents by the project landscape architect, which in turn will be bid out to landscape contractors for implementation of the plans and specifications; and

WHEREAS, pursuant to Ordinance 2020-213-E the City has appropriated funds for the Program to be utilized by the Department of Public Works for applications approved by the Mayor’s Budget Review Committee (“*MBRC*”) after receiving a recommendation from the Tree Commission; and

WHEREAS, MBRC has approved the Project proposed by the Applicant, 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:

Administrative Costs – expenses incurred by the Applicant for general coordination of the application process, but not the management of the design or construction.

~~**Agreement** – The agreement between the Applicant and the City setting forth the requirements and responsibilities for the final design, coordination, and implementation of a Project. The Agreement is entitled “Tree Planting Program (Level 3) Agreement” and may be found on the Tree Commission’s webpage.~~

~~**Applicant** - an eligible not-for-profit or community organization that submits an Application for funding through the Program. Once the Project is approved, in the Agreement the recipient of the funds shall still be referred to as the “Applicant.”~~

~~**Application** - the Jacksonville Tree Commission’s Level 3 Tree Planting Program Application. The Application may be accessed on the Tree Commission’s webpage.~~

City - the City of Jacksonville.

~~**City’s Continuous Contract** – the annual contract awarded by the City to a landscape contractor to provide countywide tree planting and maintenance services.~~

~~**City Tree Planting Standards, Specifications and Details** – the City tree planting standards contained on Exhibit F of the Level 3 Agreement.~~

Conceptual Project Planting Plan - shows location of proposed trees, identified by number, symbol or acronym; approximate quantity of trees; tree size; and tree type. This information is to be prepared on a base sheet, indicating existing structures and trees, and where new trees are to be provided. Base sheet may be a plan drawing or aerial photo and should be generally to scale, but this is not an absolute requirement.

Contractor – the Landscape Contractor responsible for the execution of the Project.

Construction Documents – the set of bid documents prepared by the landscape architect including, but not limited to, the planting and removal plans, irrigation plan, Specifications, construction details, Plant Schedule and legends for the Project ~~with~~ including any modifications thereto.

~~**Contract Project Manager, Applicant** – an employee of, or agent for, the Applicant that administers the Project through the Program requirements from the initial contact/pre-application meetings with the City ~~through to~~ completion of the Project, including dDraw rRequests, and maintenance during the warranty period.~~

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Contract Manager, City - an employee of, or agent for, the City that oversees the Project through the Program requirements from the Applicant's initial contact with the City through completion of the Project, including review and approval of bid documents prepared by the Landscape Architect, bidding and construction phases, inspections and maintenance during the warranty period.

County - Duval County, Florida.

Department - the City of Jacksonville, Department of Public Works.

~~Design Consultant~~ **Landscape Architect** - a licensed Florida Landscape Architect, who has at least 5 years of experience in the design, construction oversight, and inspection of public and private tree planting projects, including tree planting in road rights-of-way. Experience must include preparing schematic design drawings, construction drawings, bid documents, and technical specifications; obtaining bids; providing contractor oversight; and inspecting and preparing inspection reports of the Contractors' work.

Design Plan - the City approved documents as provided in the Application for the Project, or as modified by the Tree Commission or MBRC, including but not limited to the Schematic Planting Plan, the Plant Schedule, the City's ~~Tree Planting Standards, Specifications and Details~~, and the Project Performance Schedule.

Draw Request Form - the draw request form, available from the City and on the Tree Commission website, attached hereto as Exhibit G-2 for use by the Applicant requesting payment for completed tasks of the Scope of Work.

~~Extended Warranty and Maintenance -- the minimum time established in the construction contract when the Landscape Contractor provides maintenance and a the warranty that the installed project will remain in healthy condition and in conformance with the Specifications until Final Acceptance. that continues for the minimum specified Maintenance Period for trees replaced after the Initial Acceptance.~~

Final Acceptance -- ~~FRED~~ The point when the requirements of the construction contract including installation and maintenance have been completed in accordance with the contract documents and to the satisfaction of the City and the City has issued to the Contractor a letter of Final Acceptance.

Florida Fancy - the highest grade of plant material pursuant to the latest edition of "Florida Grades and Standards for Nursery Plants" produced by the Florida Department of Agriculture and Consumer Services.

~~Florida No. 1 - FRED~~

Governmental Approvals - 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.

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Initial Acceptance – ~~FRED~~ The point when the landscape contractor has completed the requirements of the construction portion of the contract in accordance with the contract documents to the satisfaction of the City and the City has issued to the Contractor a letter of Initial Acceptance. The Maintenance Period begins on the date of Initial Acceptance.

Landscape Architect – a Florida registered landscape architect pursuant to Ch. 481, Part II, F.S.

Landscape Contractor – contractor, with a minimum of five years of experience in landscape and irrigation system construction.

Maintenance Period – ~~FRED~~ The time established in the Contract Agreement when the Landscape Contractor performs maintenance of the installed landscaping described in the Contract between the Applicant and the Landscape Contractor specifications. The Maintenance Period begins upon Initial Acceptance and ends when the City issues a letter of Final Acceptance.

Plant Schedule – ~~the information~~ description of each plant in a table format prepared by the ~~Design Consultant~~ Landscape Architect listing:

- a) The common and botanical name (genus and species) of each tree type;
- b) The quantity of each type of tree;
- c) The size, including branch height and spread, ~~the number~~ of trunks, the trunk caliper of each, and the height of clear trunk (“C.T.”);
- d) Associated notes for each tree, such as balled and burlapped (“B&B”), container grown, etc.;
- e) Plant quality (Florida Fancy ~~or Florida #1~~); and
- f) The explanation of symbols or acronyms used on the Planting Plan.

Program - the City of Jacksonville Tree Commission’s Level 3 Tree Planting Program.

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Project - a tree planting effort, which may include an automatic irrigation system, provided by an ~~entity not within the government of the City of Jacksonville~~ Applicant, utilizing the Tree Fund as defined below, for the benefit of the citizens of Duval County by increasing the tree canopy on public property.

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Project Cost - the total of all estimated eligible costs associated with design, preparation of construction documents, project coordination, procurement of materials, planting, irrigation, warranty and maintenance of the Project submitted by the Applicant in accordance with the Application Instructions and Process Guide (available on the Tree Commission webpage).

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Project Design – the compilation of the Schematic Planting Plan drawings, the City’s Specifications, and the construction drawings and specifications for the irrigation and planting of the trees prepared by the ~~Design Consultant~~ Landscape Architect. The Conceptual Project Plan prepared by the ~~Design Consultant~~ Landscape Architect as well as the Project Team, Project Performance Schedule and general Scope of Work.

Project Documents - all documents executed and delivered in connection with this Agreement.

Project Funds - the funding provided by the City to the Applicant for the Project pursuant to the Agreement, up to the maximum indebtedness of the City.

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Project Location - Maps A map showing the location, of the tree planting project on a county-wide basis within the County and showing, on a smaller scale, the surrounding and closer in showing the context, of the project site of the tree planting. See Exhibit A-1.

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Project Performance Schedule - the performance schedule as approved in the Application and as contained as part of Exhibit B of this Agreement. The schedule must include a timeline for:

1. the development of the Landscape Plan and other associated Construction Documents based upon the approved Schematic Planting Plan and Plant Schedule, including the timeframe for bidding that professional service if required by Sec. 255.20, F.S., Sec. 287.055, F.S. and Chapter 126, Ordinance Code;
2. Bidding the Construction Documents to qualified bidders;
3. Removal of obstructions;
4. Installation of the irrigation (if any);
5. Installation of the trees; and
6. Maintenance and warranty period.

Project Scope - the project and scope of work to be performed by Applicant identified in Applicant's Application, including but not limited to the Applicant's approved Planting Plan, and irrigation plan if any, as more particularly described in Composite Exhibit AB-1 attached hereto.

Publicly Owned Property - property located in Duval County owned by a local, state, federal, or other governmental entity, which includes land within public rights-of-way; parks, preserves, Duval County School Board property, and other publicly owned property accessible to the public.

Schematic Planting Plan - scaled drawings provided as part of the Application showing: graphic scale and north arrow for each drawing, Site Location Maps, project limits within the property, property lines and right-of-way lines, surrounding context, overhead utilities, location and identification of all existing and proposed plant material utilizing standard symbols or acronyms, a legend of the symbols or acronyms, and boundaries of irrigation, if included.

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Scope of Work - the description of work required to implement a tree planting project/the Project.

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Specifications - a document entitled “Specifications for Jacksonville Tree Commission Level 3 Community Organization Tree Planting Program” (“Specifications”), a copy of which is available from the City.

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Tree Commission - the advisory body created in Chapter 94, *Ordinance Code*.

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Tree Commission Staff - the staff assigned by the Mowing and Landscape Maintenance Division of the Jacksonville Department of Public Works to support the efforts of the Tree Commission.

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Tree Fund - the monies deposited within the Tree Protection and Related Expenses Trust Fund, pursuant to Sec. 111.760, *Ordinance Code*, and Sec. 25.04, *Jacksonville Charter*.

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Tree Planting Plan – The final planting plan that is incorporated into the Construction Document s prepared by the ~~Design Consultant~~ Landscape Architect that is derived from and closely ~~resembling~~ resembles the Schematic Planting Plan approved as part of the Application. 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. Provide Drawings in a high-resolution electronic format.

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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 Applicant in the amount of **DOLLARS AND NO CENTS (\$.00).** as shown in the Project Budget and Cost Breakdown on **Exhibit C**. Applicant acknowledges and agrees that the Project Funds shall be disbursed on a work performed and invoiced basis, 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 Applicant. The Project Funds shall be the City’s maximum indebtedness to the Applicant under this Agreement. The Project Funds shall be used by the Applicant to fund the Project.

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2.2 **Project Scope.** The Applicant agrees to perform the Project Scope in accordance with the Design Plans, Specifications, 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 Applicant 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 Applicant 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 Applicant 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 Applicant shall immediately refund and return all such funds to the City without demand or further notice.

2.3.3 Reimbursement of Collection Costs. The Applicant 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.

2.4 Tree Planting Standards, Specifications, and Other Requirements. A document entitled "Specifications for Jacksonville Tree Commission Level 3 Community Organization Tree Planting Program" ("Specifications") is one document that is provided to potential Landscape Contractors in the bidding process, and the applicant is familiar with these requirements. It includes the standards for the individual Project.

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2.5 The Project Team is listed in Exhibit D of this Agreement. Should any replacement of a team member be necessary, the City shall be notified immediately, and an eligible replacement named.

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ARTICLE III

Use of Project Funds; Other Requirements

3.1 Use of Project Funds. The Applicant shall expend the Project Funds solely and exclusively for the Project Scope, which shall be constructed on the Project Location. The Applicant 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. Release of any liens must be obtained within 30 days of Applicant's receipt of Project Funds.

3.2 Compliance with the ~~City's Tree Planting Standards,~~ Specifications and Details, and Applicable Federal, State and Local Laws, Rules, Regulations and Policies. Applicant 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 Applicant 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 Applicant acknowledges and agrees that the Applicant has reviewed, understands and is familiar with all such applicable and governing federal, state and local laws, rules, regulations and policies.

All expenses for which reimbursement is sought, including the landscape architecture fees for the Schematic Planting Plan, Landscape Plan, or other services, must comply with Sections 255.20 and 287.055, Florida Statutes and Chapter 126, Ordinance Code.

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

ARTICLE IV **Project Performance Schedule**

4.1 The Applicant and the City have jointly established the Project Performance Schedule, as described on Exhibit BC. The Applicant 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 Applicant shall complete construction of the Project Scope by no later than the time calculated pursuant to Exhibit BC (the “*Project Completion Date Performance Schedule*”). 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 Applicant shall furnish to the City certificate of substantial completion from the ~~Design Consultant~~ Landscape Architect 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 Applicant 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 Applicant thereunder without the prior written consent of the City.

5.3 Subcontractors. The Applicant 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 Applicant shall deliver to the City a fully executed copy of each of the agreements between the Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant shall permit the City's Chief Executive Officer or his/her designated personnel, to monitor compliance by the Applicant 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 Applicant, representatives of the City shall have the right of access to the Applicant'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 Applicant 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 Applicant'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 Applicant deems appropriate; provided however, that to the extent that the City furnishes to Applicant the names and identities of Jacksonville-based vendors, including, without limitation, Jacksonville-based minority vendors, and to the extent that the Applicant has the need to enter into contracts with vendors outside of persons employed by Applicant or companies affiliated with or controlled by the Applicant, then the Applicant agrees to include all such Jacksonville-based vendors in the process established by the Applicant 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 Applicant; and

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

5.7 Guarantee of Plant-Material and other Improvements. Applicant guarantees that the plant material and all other systems provided will meet the Tree Program-Landscape Specifications, attached hereto as Exhibit F as required in the Specifications, for a minimum period of [months] or [years] and until Final Acceptance.

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.~~

ARTICLE VI Draws

6.1 Maximum Amount. Provided that the Applicant has performed all obligations of the Applicant then due and subject to compliance by the Applicant with the terms and conditions of this Agreement, the City shall make Draws (each, a “**Draw**” and collectively, the “**Draws**”) to Applicant for the Project Scope, up to the maximum amount of the Project Funds in accordance with the Approved Draw Schedule attached hereto as Exhibit FG-1. Prior to Draw, the Applicant 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 Applicant 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 FG-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) payment for the items described in such Draw Request has 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, vouchers, invoices and waivers of mechanic's and materialmen's liens 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.

The proceeds of each payment of City funds (each, a "Reimbursement") shall be used by the Applicant solely as reimbursement for the obligations for which the Reimbursement is sought,

6.4 Requests for Draw. For each request for a Draw, the Applicant shall submit to the City a completed written Draw request on a copy of the Draw Request Form ~~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 Applicant shall have no right to claim any loss or damage against the City or the City inspector arising from any alleged negligence in or failure to perform such inspections; -failure to monitor Draws or the progress or quality of construction; or 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 Applicant shall have provided to the City, in form and substance satisfactory to the City, evidence that the Applicant 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 Applicant shall have provided to the City proof of insurance coverage as required in this Agreement;

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

(d) The Applicant 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 Applicant on particular items and the remaining costs of the Project Scope; and

(e) The Applicant 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 Applicant 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 Applicant 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 Applicant acknowledges that the Applicant 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

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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, notifies City of the reasonable time period to cure, 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 -that is false or misleading in any material respect.

(d) The application by Applicant 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 Applicant under any other agreement or transaction between the Applicant 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 Applicant of a default shall not be deemed to be a waiver by the City as to its rights on such default of the Applicant and shall not be deemed to be a waiver of the City's right to notify the Applicant 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 Applicant's Contract Project Manager is _____ [Name] _____, _____ [Title] _____, _____ [Address] _____; _____ [Phone Number] _____; _____ [email] _____. The City and Applicant 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 Applicant shall, and the Applicant 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 Applicant and each of its general contractors, subcontractors, materialmen, laborers and other persons performing Project Scope in any way.

9.2 Prohibited Use. The Applicant 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 Applicant shall act as an independent contractor, and not as an employee, and Applicant 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 Applicant 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 GH** attached hereto.

ARTICLE XI **Representations and Warranties by Applicant**

Without limiting the representations, warranties and covenants of Applicant set forth elsewhere in this Agreement, as a material inducement for the City to enter into this Agreement, the Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant have been duly authorized and approved by the shareholders, members, partners, or Board of Directors of the Applicant (as the case may be).

11.3. This Agreement and all documents contemplated hereby each constitute a legal, valid and binding obligation of the Applicant, 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 Applicant, any judgment, order, decree, writ or injunction to which the Applicant is bound, or any provision of any applicable law or regulation to which the Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant: [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 Applicant 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 Applicant 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 Applicant 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 Applicant represents and warrants to the City that Applicant has adopted and will maintain a policy of nondiscrimination, as defined by such ordinance, throughout the Term of this Agreement. The Applicant 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

Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant, the Applicant shall incorporate the provisions of this section into and shall become a part of the subcontract.

12.17 Ethics. The Applicant represents and warrants to the City that Applicant 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 contract 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 Applicant shall guarantee to the City that in the event the Applicant'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 Applicant'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.

[APPLICANT'S GRANTEE NAME],
a [Type of Entity]

By: _____
Its: _____
Print Name: _____

ATTEST: CITY OF JACKSONVILLE

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

By: _____
Lenny Curry, Mayor

Encumbrance and funding information for internal City use:

Funding Account: Level 3 Tree Planting Program
15304.151004.549006.00000.0001623.00000.0000000

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PO Number:

Amount.....\$ _____ .00

TOTAL MAXIMUM INDEBTEDNESS: \$ _____ .00

The above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

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: _____

FORM APPROVED:

By: _____
Office of General Counsel

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LIST OF EXHIBITS

~~**Exhibit A** — Applicant’s Approved Scope of work, Cost and Team Exhibits from the Application~~

~~**Exhibit B** — Additional Terms~~

~~**Exhibit B** — City Tree Planting Standards, Specifications and Details~~

~~**Exhibit C** — Approved Draw Forms~~

~~**Exhibit D** — Insurance and Bond Requirements~~

Exhibit A-1: Location Map

Exhibit A-2: Narrative Project Scope

Exhibit A-3: Schematic Planting Plan

Exhibit A-4: Plant Schedule

Exhibit B: Project Performance Schedule

Exhibit C: Total Project Budget

Exhibit D: Project Team

Exhibit E: Additional Terms

Exhibit F: Approved Draw Schedule

Exhibit G: Insurance and Bond Requirements

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EXHIBIT A-1

Project Location

[Insert Map(s)]

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EXHIBIT A-2

Narrative Project Scope

[Insert Narrative of Scope]

Planting Plan

[Insert 1 or more pages to show Project]

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EXHIBIT A-3B-1

Project Scope

[Insert narrative of Scope]

Schematic Planting Plan

[Insert 1 or more pages to show Project]

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EXHIBIT A-4B-2

Plant Schedule

Tree Name	Common Name			Notes
Common Name	Common Name	Description		
Common Name	Common Name	Description		
Common Name	Common Name	Description		
Botanical name	Common Name	Description	Quant.	Notes
Betula nigra	River Birch	Gal. or B&B, Caliper, Ht., Spd., Min trunks, C.T.	5	
		Gal., ' Ht., ' Spd., Min. trunks		
		Gal., ' Ht., ' Spd., Min. trunks		
		Gal., ' Ht., ' Spd., Min. trunks		
		' C.T. Ht., ' Spd., Min. trunks		palm

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EXHIBIT BC

Project Performance Schedule

Task	Schedule
<u>Construction Drawings and Specifications</u>	<u>_____ days after execution of Agreement</u>
<u>Bid Documents sent to 3 bidders</u>	<u>10-_____ days after execution of Agreement</u>
<u>Bid Opening, Bid Award</u>	<u>20-_____ days after delivery of bid documents to bidders</u>
<u>Selection of Applicant Contractor, Execution of Contract</u>	<u>14-_____ days after construction contract award</u>
<u>Construction Completion, Initial Acceptance Inspection</u>	<u>180-_____ days after contract execution</u>
<u>Maintenance Completion, Final Inspection Acceptance, Term of contract</u>	<u>After, _____ months of maintenance, after Initial Acceptance if not extended to cover warranty of replacement trees</u>

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EXHIBIT CD

Project Budget and Cost Breakdown

Project Budget	Amount
General Administrative Services	\$.00
Project ManagementAdministration Services	\$.00
Design and Inspection Services	\$.00
Construction & months maintenance/warranty	\$.00
TOTAL PROJECT	\$.00

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

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EXHIBIT D

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Project Team

1. Applicant
2. Applicant's Project Manager
3. Landscape Architect
4. Others as needed

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EXHIBIT E

Additional Terms

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Applicant agrees to adhere to the following additional terms of during this Agreement:

1. Applicant shall adhere to the ~~attached~~ “Tree Program Specifications” as provided by the City, for Jacksonville Tree Commission’s Level 3 Community Organization Tree Planting Program.”
1. Applicant will abide by the City of Jacksonville specifications for the planting of trees, and ~~design and installation of irrigation;~~
2. Applicant’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. Applicant will provide the City with maintenance and a warranty for ~~a time period of~~ either three (3) months one (1) year, or two (2) years ~~to maintain for~~ all Project trees after planting. The City shall determine the required length of the warranty period on a per project basis.~~s;~~
4. Applicant 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. ~~The bond shall not be released until Final Acceptance. After the planting is completed, inspected and approved by the City, Applicant 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. Applicant 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, and maintenance.
6. Applicant shall solicit bids from at least 3 Landscape Contractors and provide the City with a copyies of at least each three (3) bid response,s from subcontractors. ~~A No-Bbid-response from a subcontractor Landscape Contractor may will be considered a “response” for purposes of satisfying the three (3) bid response-solicitation requirement in this section. The City has the right to compare the cost of the lowest bid received by the Applicant s to the cost of the project if the City utilized the unit prices of the to the cost proposed by the City’s Continuous Tree Contractor who provides the same period of maintenance required by the Applicant, - If and determine, at its sole discretion, to utilize the City’s Continuous Tree Contractor’s for construction of the projecttotal cost is below the Applicant’s low bidder the City may require the Applicant to award the contract to the City Continuous Tree contractor.~~
7. ~~Unless otherwise approved by the Tree Commission,~~ Applicant agrees that the Project trees shall be ~~contained~~ included on the Tree Commission’s Approved Tree Planting List unless otherwise approved by the Tree Commission.
8. ~~Unless otherwise approved by the Tree Commission,~~ Applicant agrees that only Florida Fancy trees conforming to the “Florida Fancy” grade as shall be planted based upon the standards set forth in the latest edition of the Florida Grades and Standards for Nursery Plants shall be planted unless otherwise approved by the Tree Commission. For a copy of the Grades and

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Standards, go to <https://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Business-Services/Florida-Grades-and-Standards-for-Nursery-Plants-2015>. ~~If it can be proven the landscape contractor can prove~~ that Florida Fancy material cannot be provided for a certain plant, ~~then~~ Florida No.1 grade material may be used ~~with the approval of if approved by~~ the City's Contract Manager.

9. As part of the final task, Applicant shall upload the as-built design in-to the Plan-It GEO application/software which may be accessed by: <https://pg-cloud.com/JacksonvilleFL/>.

Applicant shall adhere to the specifications for the installation are attached as "Specifications for Jacksonville Tree Commission's Level 3 Community Organization Tree Planting Program"

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10.

EXHIBIT F

**SPECIFICATIONS FOR JACKSONVILLE TREE COMMISSION'S LEVEL 3
COMMUNITY ORGANIZATION TREE PLANTING PROGRAM CITY STANDARD
TREE PLANTING STANDARDS, SPECIFICATIONS AND DETAILS**

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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~~

~~Applicant 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 Landscape 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 Applicant 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.**~~

~~A. Root Ball Diameter~~

- ~~1. Date Palms: Provide 42-inch diameter root balls with a minimum depth of 36 to 42 inches.~~
- ~~1. 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 1/2" 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 Applicant 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 Applicant fails to notify the Contract Manager of such conditions, the Applicant 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 existing 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 Multi-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 Applicant 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~~

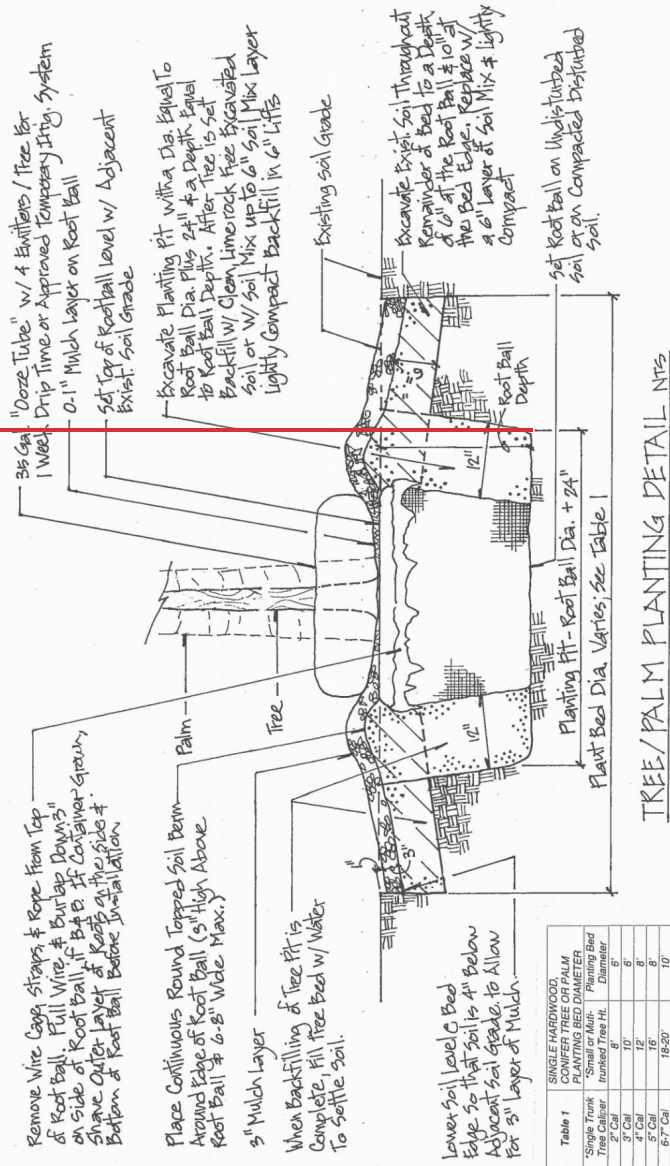
- ~~A. When maintenance work is complete, submit written notification to the Contract Manager. The Contract Manager shall conduct a final inspection within 10 days after receipt of the Applicant's notification.~~
- ~~B. Trees shall be acceptable if they are in "healthy, vigorous condition" and are in 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 Applicant 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 Applicant's control.~~

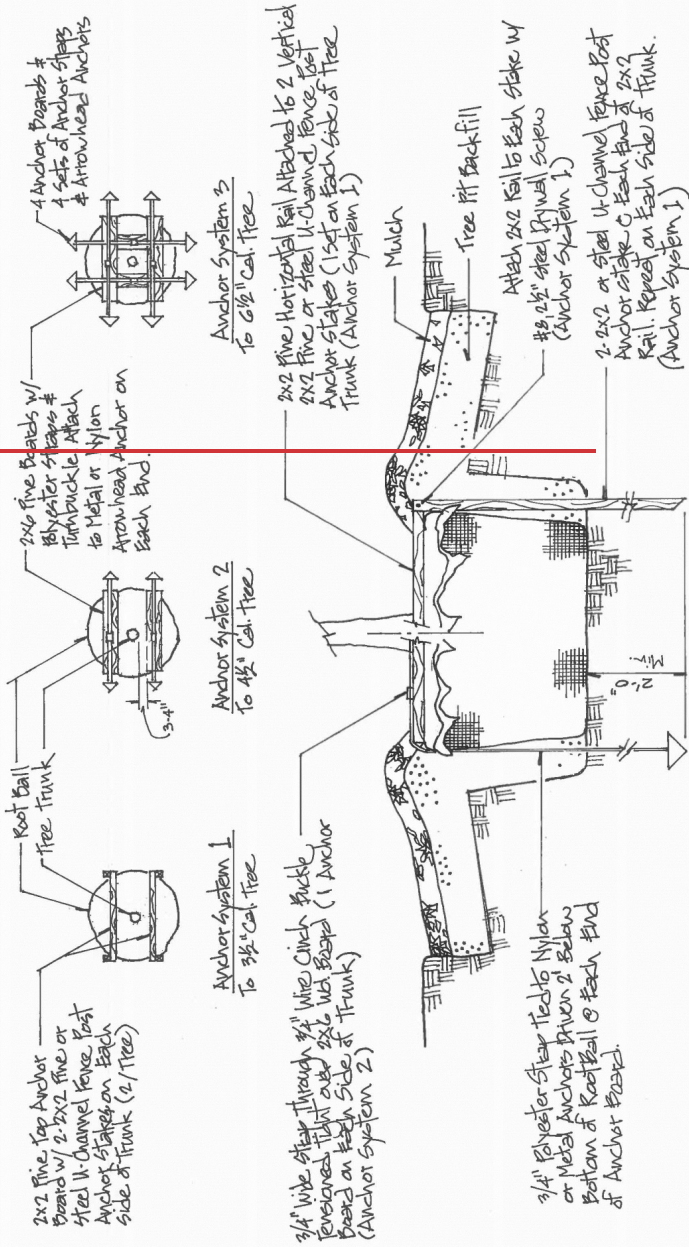


TREE/PALM PLANTING DETAIL NTS

Table 1
SINGLE HARDWOOD, CONIFER TREE OR PALM PLANTING BED DIAMETER

Single Trunk Tree Caliper	Planting Bed Diameter
2\"/>	
3\"/>	
4\"/>	
6-7\"/>	
Palms	6\"/>

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



ROOT BALL ANCHORING SYSTEM DETAIL NTS

EXHIBIT FG-1

Approved Draw Schedule

1. Draws for aAdministration, pProject mManagement, and dDesign sServices can be submitted mMonthly draws based upon the percent of services satisfactorily completion of Administrative/Design Services-completed.
2. The Landscape Contractor's contract amount is divided between construction and maintenance in accordance with the Specifications and are paid separately. Monthly drawsDraws for the construction portion of the contract can be submitted monthly based upon the percent of construction satisfactorily completed-completion, less 10%. The draw request for remaining 10% can be submitted upon the Initial Acceptance of the Construction.
3. Draws for maintenance will be on the schedule established in the Contract. of construction contract amount less 10% of contract amount held for _____ months of maintenance.
4. Final construction draw at completion and approval of _____ months of maintenance.Final Draw for maintenance will be after the satisfactorily completion of maintenance and the issuance of Final Acceptance.

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**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)				

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 GH

Insurance and Bond Requirements

Insurance 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.)

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Without limiting its liability under this Contract, Applicant 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:

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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. Applicant's Insurance Primary. The insurance provided by the Applicant 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 Applicant. 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. Applicant's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Applicant 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 Applicant shall relieve Applicant of Applicant's full responsibility to provide insurance as required under this Contract.
- H. Certificates of Insurance. Applicant 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 Applicant 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 Applicant under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

Bond Requirements. Landscape Contractor must provide Applicant with a 100% performance bond and 100% labor and materials bond, pursuant to Sec. 255.05, F.S., in the amount not less than the amount of the total project award.

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JACKSONVILLE TREE COMMISSION LEVEL 3 TREE PLANTING PROGRAM

APPLICATION INSTRUCTIONS and PROCESS GUIDE

WHAT IS THE LEVEL 3 TREE PLANTING PROGRAM?

The Tree Commission, established by Section 94.106 *Ordinance Code*, is a City advisory body to the City Council, Mayor's Office, City staff, and community stakeholders, whose task is to develop policies and programs that encourage the preservation and restoration of the City's tree canopy.

The Level 3 Tree Planting Program (the "Program") was created by the Tree Commission as a way for the City to partner with and provide funding to a local community or not-for-profit organization to implement a tree planting project on publicly owned land within Duval County.

An organization interested in obtaining funding for such a project must complete a Level 3 Tree Planting Program application which describes the project and the amount of funds requested. The Tree Commission will review each tree planting application and then make recommendation to the Mayor's Budget Review Committee regarding approval of the project based upon the information submitted.

If a project is approved, an Agreement is entered into between the Applicant and the City of Jacksonville, which establishes the scope of the project and funding provided by the City.

FUNDING

Funding for an approved Project comes from the Tree Protection and Related Expenses Trust Fund (the "Tree Fund"), as authorized by Sec.111.760, *Ordinance Code*, and Sec. 25.04, *City Charter*. Funds deposited in the Tree Fund must be spent on the installation and maintenance of trees on public lands in Duval County.

WHO MAY APPLY FOR PROGRAM FUNDING?

1. Eligible 501(c)(3) Not-for-profit Organizations.
2. Local Community Organizations.
3. Other units of local governments operating in Duval County.

IF AN APPLICATION IS APPROVED, HOW IS FUNDING PROVIDED?

If the Project is approved by the Tree Commission and the Mayor, the City will pay a lump sum amount of \$2,500 to the Applicant to cover the expenses incurred by the Applicant and the Landscape Architect to prepare the Scope of Work and the Conceptual Planting Plan. The \$2,500 fee shall be equally divided between the Applicant and the Landscape Architect.

The \$2,500 payment is in addition to the negotiated fee established by the Fee Proposal for the Schematic Planting Plan and Project Execution included as part of the Application and ultimately a part of the Agreement between the City and the Applicant. The \$2,500 payment cannot be processed until the Agreement between the Applicant and the City is fully executed, a purchase order is issued, and the City receives a pay request from the Applicant.

If the project is not approved, the Applicant will not be entitled to the \$2,500 fee.

HOW DO I APPLY FOR AND OBTAIN FUNDING?

An organization interested in obtaining funding for the design and construction of a tree planting project will follow a three-phase process: (1) the Pre-Application phase, (2) the Application phase, and (3) the Project Execution phase. The Project becomes more defined with each phase.

I. PRE-APPLICATION/DESIGN PHASE

The Pre-Application Phase procedure is a 4-step process. The first step is to establish the Project Scope, where the Applicant identifies the location and the general scope of the proposed Project. The second step is the preparation of a Conceptual Planting Plan by the Applicant's Landscape Architect and submittal to City staff for review and approval. The Applicant shall also review the Conceptual Planting Plan with the District Council Member. The approved Conceptual Planting Plan will be used in the preparation of the Schematic Planting Plan and cost estimate that will become part of the Application submitted to City staff and the Tree Commission. The third step is to establish a fee for the proposed work. The fourth step is to convert the Conceptual Planting Plan into a more detailed Schematic Planting Plan for inclusion into the Application.

During each step of the process, Staff may request additional information or adjustments to the scope or design of the project. Failure to provide such changes may result in the Staff's recommendation of denial of the project.

Communications between the Applicant and the Staff is intended to be an iterative process with the goal to determine the best solution that will enhance the City's tree canopy.

A. STEP 1 – PROJECT SCOPE

(1) Identification of Project Site

- a. Applicant identifies a site for a specific tree planting project and contacts the public agency that owns or manages the property to determine its interest in a tree planting project on the subject property or on another property selected by the Public Agency.
- b. If the contacted Public Agency is not interested in a tree planting project, then the Applicant must identify another project site and repeat the procedure above.

(2) **Project Scope Base Sheet:** The landscape architect copies an aerial from the City GIS or other websites to use as a base sheet of the subject property. The aerial is reproduced at a scale that clearly shows existing property lines and site improvements such as buildings, parking lots, play areas, overhead powerlines, trees, and surface drainage features on the site. Property boundary lines can be obtained from the JaxGIS website (<https://maps.coj.net/DuvalProperty/>).

(3) Project Scope Plan

- a. The Applicant and landscape architect meet with the public agency representative at the site to determine where trees can be planted. Photographs are taken to show typical site conditions. Site limitations are also noted. The landscape architect will then transfer the field notes to the base sheet and draw a bubble diagram around each potential planting area and the estimated number and type of trees that could be planted in each area.
- b. The Applicant submits the Project Scope Plan to the Public Agency for its review and requests written support for the proposed tree planting project.
- c. The Applicant then revises the Project Scope Plan to incorporate any recommendations received from the Public Agency.

- (4) **Project Scope Submittal:** The Applicant prepares the Project Scope submittal for Staff review once the Agency's approval is received. The Project Scope Submittal includes the following items.
- a. The Public agency's written support of the project
 - b. Project Scope Plan
 - c. The Applicant's written description of the following:
 - 1) How will the project benefit the neighborhood, Council District, or the City?
 - 2) Is the project site highly used by or visible to the public and how?
 - 3) Will the project be an enhancement of an underserved or blighted area? If so, how?
- (5) **Project Scope Review Meeting**
- a. Once the Project Scope submittal is complete, the Applicant schedules a meeting with City Staff and the public agency representative to review the location and scope of the proposed project. The design consultant shall also attend.
 - b. Staff prepares a written summary of the meeting to all parties within 10 business days of the meeting. Also included will be a statement either approving the project scope, requesting additional information or revisions, or recommending selection of another project if issues with the proposed project are not easily resolved.

B. STEP 2: CONCEPTUAL DESIGN

(1) Conceptual Planting Plan

- a. Landscape Architect prepares a conceptual design using the base map prepared for the Project Scope showing, in more detail, the buildings, parking lots, play areas, future construction sites, easements, overhead powerlines, identified underground utilities, and surface drainage features in and surrounding each proposed planting site. Incorporate recommendations from the owner's representative and City Staff into the Conceptual Planting Plan.
- b. Show the following information on the plan:
 - 1) The location of each tree to be removed identified by common name and trunk diameter at breast height (DBH).
 - 2) The location of existing trees to remain with the edge of the tree canopy shown as a dashed line.
 - 3) The location of each new tree identified by common name and tree caliper. Circle each tree with a solid line that represents the expected mature canopy spread of the species. Refer to the Tree Commission Approved Tree Planting List, which can be found on the Tree Commission webpage of the Public Works Department of the City of Jacksonville

(2) Conceptual Design Submittal

- a. The Conceptual Design is due no later than thirty (**30**) business days after the project scope is approved. Upon receipt of the submittal, the staff will set a meeting date that will allow at least 10 business days for Staff to review the design before the meeting.
- b. The Conceptual Design Submittal includes the following:

- 1) Conceptual design plan
- 2) Brief description of the work:
 - i. The level of Tree Removal.
 - ii. Is soil replacement required?
 - iii. Is Irrigation proposed for the project and what type?
 - iv. Will project include the use of volunteers, or other community involvement?
 - v. Is there an education component?
 - vi. Services provided by property owner/manager or others.
 - vii. The level of maintenance and the period of time required to establish the installed. 0trees.
 - viii. Rough cost estimate for improvements, i.e., tree removal, tree installation and maintenance, irrigation, soil replacement).
 - ix. Additional information requested by Staff in the Project Scope Review Meeting or that the Applicant feels may be needed.
- (3) **Conceptual Design Review Meeting:** The Applicant meets with City staff, and the property owner/manager to review the Conceptual Planting Plan prepared by Applicant's Landscape Architect.
- (4) **Staff Review:** Staff returns to the Applicant written review comments of the Conceptual Planting Plan within ten (10) business days after the review meeting.
- (5) **Revised Conceptual Planting Plan (if necessary):** Any review comments are to be incorporated into a revised Conceptual Planting Plan for Staff approval.
- (6) **Discussion with District Council Member:** The Applicant shall meet with and discuss the approved Conceptual Planting Plan with the District Council Member.
- (7) The approved Conceptual Planting Plan shall be incorporated into the Schematic Planting Plan that is submitted with the Level 3 Application.

C. STEP 3: FEE PROPOSAL FOR SCHEMATIC PLANTING PLAN AND PROJECT IMPLEMENTATION

- (1) Once the Conceptual Planting Plan is approved, the Applicant shall estimate the overall project budget as a not-to-exceed lump sum. This lump sum amount shall not include the effort spent by the Applicant to prepare the Project Scope and Conceptual Planting Plan.
- (2) The Applicant will submit a proposed overall budget to pay for the Schematic Planting Plan, cost estimation, preparation of the Application, and for general administrative, project management, and design services provided by the Applicant, the Landscape Architect and the Project Manager necessary to complete the Tree Planting Project. There are three parts to the Fee Proposal, one prepared by the Applicant, one by the Project Manager one by the Landscape Architect.
 - a. The Applicant's fee proposal includes the price to prepare the Level 3 Application and to provide general administrative services for the project. Work includes the general coordination with the user agency, City Staff, Project Manager, and Landscape Architect, and the preparation of billings and reports required by the City. If an employee of the

Applicant is qualified to act as Project Manager, then project management services are included in the Applicant's fee proposal.

- b. The Project Manager's fee is for the detailed management and quality control of the Project from Schematic Design through bidding, construction and maintenance. Also included is the coordination with the City, the Applicant, the Landscape Architect, and the selected Landscape Contractor regarding the fulfillment of the Contract requirements between the Landscape Contractor and the Applicant, including established performance schedules.
 - c. The Landscape Architect's fee proposal includes the cost of design services to prepare the Schematic Planting Plan, final design drawings, and bid documents; to review bids; and to provide inspection services during the construction and maintenance period. If the Landscape Architect also serves as Project Manager, then the cost of those services will be included in its proposal.
- (3) The City Staff will review the fee proposal within 10 business days and approve it or request modifications before acceptance. The Applicant can proceed with the Schematic Design once the Applicant receives written acceptance of the fee proposal.
- (4) Funding Note: Depending on the scope of the Project, in order to receive funding for the Landscape Architect's professional fees the Applicant may be required to select the Landscape Architect (Design Consultant) through a competitive bid process. (If the aggregate of the design fees will be more than \$35,000 or if the construction cost is over \$325,000. Refer to Sec. 255.20, Florida Statutes, Sec. 287.055, Florida Statutes, and Chapter 126, Jacksonville Ordinance Code for these requirements.)
- a. If the design fee is estimated to be up to \$2,500, 1 solicitation is required.
 - b. If the design fee is estimated to be from \$2,501 to \$15,000, 2 solicitations are required.
 - c. If the design fee is estimated to be from \$15,001 to \$30,000, 3 solicitations are required.
 - d. If the design fee is estimated to be from \$30,001 to \$35,000, 4 solicitations are required.

OR

- (4) The maximum professional's fee is \$35,000 and the maximum construction cost is \$300,000.

D. STEP 4: SCHEMATIC PLANTING PLAN

- (1) The Landscape Architect shall prepare the Schematic Planting Plan based upon the approved Conceptual Planting Plan with any modifications requested by Staff as part of the Conceptual Design review phase. The Schematic Planting Plan shall also show the following:
 - a. A vicinity map showing the location of the Project.
 - b. Key Map if the Schematic Planting Plan is drawn on more than one sheet.
 - c. The Schematic Planting Plan base map shall be drawn to a scale of 1-inch equals 20, 30, 40, 50, 60 or 100 feet. The Plan must clearly show the existing site improvements. Show a graphic bar scale on each plan for reference.
 - d. A North arrow and a legend of symbols on each plan sheet.
- (2) The drawings shall be reproducible and legible on 11x17 inch sheets.
- (3) Submit to City Staff for review.

- (4) The City Staff will have 10 business days to review the Schematic Planting Plan to insure that all the requests or modifications generated from the Conceptual Design Review were incorporated. .
- a. If the submitted Schematic Planting Plan does not incorporate all the requests or modifications agreed upon by the Applicant and Staff, then Staff will return the drawings for resubmittal.
 - b. If the submitted Schematic Planting Plan incorporates all the comments agreed upon in the Conceptual Design Review, then the Applicant may include the Schematic Plan in the Application.

II. APPLICATION PHASE

A. SUPPORTING DOCUMENTATION. Include and label the following Exhibits with the Application. An explanation of each is given below.

- Exhibit A-1: Location Map
- Exhibit A-2: Narrative Project Scope
- Exhibit A-3: Schematic Planting Plan
- Exhibit A-4: Plant Schedule
- Exhibit B: Project Performance Schedule
- Exhibit C: Total Project Budget
- Exhibit D: Project Team
- Exhibit E: Proof of Eligibility
- Exhibit F: Corporate Resolution Certification (if applicable)
- Exhibit G: Agency Acknowledgement of Intent to Plant Trees

Composite Exhibit A: Project Design.

Exhibit A-1: Project Location Map. Provide a map to show the project location within the context of the City of Jacksonville.

Exhibit A-2: Narrative Project Scope. Give a brief overall description and purpose of the Project.

Exhibit A-3 Schematic Planting Plan. See description in the Pre Application Phase.

Exhibit A-4: Plant Schedule. Provide a list of plants to be installed, that includes a description of each plant in accordance with the table below:

Botanical name	Common Name	Description	Quant.	Notes
Betula nigra	River Birch	___ Gal. or ___ B&B, ___ Caliper, ___ Ht., ___ Spd., ___ Min trunks, C.T	5	

Exhibit B: Project Performance Schedule. State the number of days to achieve each phase of work from beginning to end. Include the following phases in the Performance Schedule:

- i The design phase, which includes final design and preparation of construction documents.
- ii The bid phase, which includes bid solicitation, bid opening, and selection of the qualified low bidder, project award, and contract execution with the landscape contractor.
- iii The construction phase, which includes the removal of obstacles, soil replacement, installation of irrigation, whether permanent or temporary, and the installation of the trees during a specified warranty period.
- iv. Maintenance of the trees and irrigation system, if any.

Task	Schedule
Construction Drawings and Specifications	___ days after execution of Agreement
Bid Documents sent to 3 bidders	___ days after execution of Agreement
Bid Opening, Bid Award	___ days after delivery of bid documents to bidders
Selection of Contractor, Execution of Contract	___ days after construction contract award
Construction Completion, Initial Acceptance	___ days after contract execution
Maintenance Completion, Final Acceptance	___ months of maintenance after Initial Acceptance if not extended to cover warranty of replacement trees

Exhibit C: Total Project Budget. Provide estimated costs of all phases of the Project.

- a. Estimated administrative/contract management fees with a detailed scope of services provided by the Applicant showing the estimated hours and hourly rates for each task, including, but not limited to, community outreach and/or programs, volunteer coordination, meetings, project coordination with the City and the Landscape Architect, and billing.
- b. Estimated Design Consultant Services Fee, with a detailed scope of services provided by the consultant showing the estimated number of hours and hourly rates for each phase of service.
- c. Estimated construction cost based on the Schematic Design, including, but not limited to, site preparation, soil replacement, performance/payment bond, maintenance of traffic, tree installation, construction of irrigation system, and maintenance of improvements during the selected warranty period of 3 months, 1 year or 2 years.

Exhibit D: Project Team

- a. List the people and entities involved in the Project, including but not limited to the Applicant, any volunteers, the Landscape Architect, the Project Manager if different from the Landscape Architect, and any other consultants.
- b. Describe the roles, responsibilities and tasks for each team member, such as who will:
 - i List the people and entities involved in the Project, (the “Participants”) including the Applicant (which will become the “Contractor” described in Agreement), the City, any volunteers, the Project Manager, and the Landscape Architect.
 - ii Describe roles, responsibilities, and tasks of each Participant who will:
 1. prepare the final design and bid documents, review bids, and provide oversight of construction and maintenance;
 2. obtain final approval of the design from City Commission Staff;
 3. oversee preparation of the Construction Documents by the Project Landscape Architect;
 4. solicit bids from a minimum of three qualified bidders for construction of the Project;
 5. coordinate with the City the selection of the landscape contractor. ; and
 6. provide professional project management and quality assurance for the design, construction, maintenance, and warranty of the Project.

Exhibit E: Proof of Applicant Eligibility. This information is required to confirm that the Applicant is eligible to receive funding.

a. 501(c) not-for-profit organizations

1. Attach a copy of the organization’s IRS determination letter.
2. Attach a status of good standing certificate issued by the Florida Division of Corporations evidencing that the Applicant is in good standing and has been in existence for one (1) year prior to applying for the Level 3 Program. The certificate must be dated within 60 days of filing a complete application and list the requesting agency as a Florida non-profit corporation (requested from Florida Division of Corporations (<http://dos.myflorida.com/sunbiz>)).
3. Attach a copy of the Florida Division of Corporations “Detail by Entity Name” webpage (<http://dos.myflorida.com/sunbiz>) to show that the applicant is currently operating in Duval County. If proof of operation in Duval County cannot be determined by the “Detail by Entity Name,” attach evidence of current operations in Duval County by submitting at least one of the following:
 - i A list of notable projects or work completed in Duval County by the Applicant; or
 - ii A copy of media publicity identifying work conducted in Duval County (i.e. news article or blog post)

b. Community Organizations - Homeowners Association, Special District, or other unit of local government within Duval County

1. If a Homeowners’ Association, the Homeowners’ Association must be controlled by members of the Association and not the developer.

2. If a special district or other unit of local government, attach a copy of the enacted ordinance establishing the district or local unit and provide documentation that the unit is currently in compliance with all state and local requirements.

Exhibit F: Corporate Resolution Certification (if applicable): If the Applicant is a corporation, fill out and sign the Corporate Resolution Certification form included in the Application.

Exhibit G: Acknowledgement of Intent to Plant Trees. Have the manager of the public property on which the Project is located complete and sign the Acknowledgement form. This document confirms that the manager of the public property has authorized the Applicant to install the Project on its property. If information is needed regarding the property's ownership, contact the Real Estate Division at (904) 255-8700 for assistance. Obtain authorization from the following:

- a. If the project is in the City Right-of-Way, obtain authorization from the Engineering Division of the Public Works Department of the City of Jacksonville
- b. If in a City Park, obtain authorization from the Parks & Recreation Department of the City of Jacksonville;
- c. If on School Board property, obtain authorization from the Assistant Superintendent of Facilities.
- d. If on property controlled by any other governmental entity not described above, obtain the appropriate authorization from that agency

B. APPLICATION SUBMITTAL

Applicants must submit three (3) complete printed sets of the Application materials, and a high-resolution electronic version. Transmit the application with an original signature cover letter on the Applicant's letterhead that includes a statement binding the Applicant to fulfill commitments made in the Application and identifies the key contact person. If there are partners to the Application, each partner must provide an original signature letter including the binding statement.

You may contact the Tree Commission staff via email at **XXXXXX**, by phone (904) 255-**XXXX**, or by mail to Tree Commission Staff, 609 St. Johns Bluff Road North, Jacksonville, Florida 32225.

Submit the completed application and all supporting documents to:

The Jacksonville Tree Commission
in care of the Mowing and Landscape Maintenance Division
Department of Public Works
609 St. Johns Bluff Road North
Jacksonville, Florida 32225

Application Deadline: Thirty (30) business days prior to the next scheduled Tree Commission meeting.

C. STAFF REVIEW OF APPLICATION

(1) Review of Application Completeness

- a. The Staff will review each Application for completeness and notify the Applicant if the Application is considered complete or incomplete within five (5) business days of submittal.
- b. An Application is considered complete if all necessary information and documentary proof required by this document and the Application is provided and in the format requested. If the Application is deemed complete, the Staff will proceed with the review of the information provided.
- c. If the Application is considered incomplete, the Staff will return the Application to the Applicant with list of deficiencies.

(2) Review of Application

- a. The Staff will review the Project Application and prepare a report with a recommendation (“Staff Report”) for (1) approval, (2) approval with conditions, or (3) denial.
- b. The Staff Report will be sent to the Tree Commission, the District Council Member, and the Applicant at least ten (10) business days prior to the Tree Commission meeting when the Project will be presented to the Commission for an opinion.
- c. The Staff Report will be based upon the Application and Exhibits, and will include an analysis of each of the Project Evaluation Criteria, below.

D. STAFF PROJECT REVIEW CRITERIA

(1) Design Criteria

- a. The species, number and placement of trees are appropriate for the site.
- b. The proposed trees are on the “Tree Commission Approved Tree Planting List,” and as amended from time to time. The list is available on the Tree Commission webpage of the Public Works Department of the City of Jacksonville.
- c. The proposed trees are predominately shade trees. The use of non-shade trees as a significant portion of the trees planted will only be acceptable if the Applicant can justify a significant use of non-shade trees in terms of the overall Project.
- d. Palms do not exceed 25% if total trees being planted unless justified by the Applicant.
- e. The proposed locations of trees do not interfere with existing trees, buildings and other structures, utilities, or sight line requirements in road rights-of-way.

(2) Cost Criteria

- a. Administrative costs are reasonable.
- b. Project Manager’s and Landscape Architect’s fees are reasonable.
- c. Construction costs are reasonable.
- d. Permanent automatic or temporary irrigation system costs are reasonable, if irrigation is proposed.
- e. The cost of the species and size of trees selected do not outweigh the benefits provided by such trees.

(3) **Maintenance and Impacts Criteria**

- a. Low maintenance plants are utilized that will require minimum maintenance after the period of mandatory maintenance by the Applicant.
- b. The location of plant material and irrigation have a minimum adverse impact over time on infrastructure such as sidewalks and roadbeds.

(4) **Public Benefit Criteria**

- a. The species of trees being planted are beneficial to the City's tree canopy.
- b. The Project provides a unique benefit to the neighborhood, Council District, or City.
- c. The Project serves high visibility areas.
- d. The Project engages the Community through volunteers or education or other public engagement.
- e. The Project is aesthetically pleasing and/or combats blight in blighted areas.

(5) **Staff Review of Plan-It Geo Objective Criteria:** Staff will utilize the Plan-It Geo Web Tool to evaluate the existing conditions of the geographic area within the Census Block where the proposed Project is located. The ranking will measure the benefits provided by each census track and not the specific benefits of the proposed project.

- a. The location will be evaluated based on the Census Block ranking (1- 488) developed by Plan-It Geo for the five (5) categories listed below:
 - i. Urban Tree Canopy Percentage
 - ii. Stormwater Benefits
 - iii. Urban Heat Island
 - iv. Socio-Economic Benefits
 - v. Overall-equally weighted criteria
 - 1. 1st-25th percentile (1-122)
 - 2. 26th- 50th percentile (123-244)
 - 3. 51st-100th percentile (245-366)
 - 4. 76th-100th percentile (367-488)
- b. If a Project overlaps two or more census blocks, then the average of the census blocks will be applied to determine a "score."

E. TREE COMMISSION REVIEW AND RECOMMENDATION

- (1) **Application Presentation.** All Applications will be presented at a scheduled public meeting held by the Tree Commission, for review, deliberation, and final recommendation. Special meetings may be held if needed at the discretion of the Tree Commission. Each Applicant will have 10 minutes to present its Application to the Tree Commission.
- (2) **Tree Commission Review.**
 - a. When evaluating each Application, the Tree Commissioners will utilize the information contained in the Application, including the exhibits, Staff Report and all information obtained during the Applicant's presentation. The Tree Commission will recommend either:

1. Approval;
 2. Approval with Conditions;
 3. Denial of the Project; or
 4. if more information is requested then the Application may be deferred by a vote of the Commission or unilaterally by the Chair of the Commission.
- b. If the recommendation is Approval with Conditions and the Applicant agrees with the recommendation, the Applicant shall revise the supporting documents in the Application necessary to convey the intent of the recommendations by the Tree Commission for inclusion in the Agreement exhibits.
 - c. If the recommendation is Approval with Conditions and the Applicant does not agree with the recommendation, then the result will be a recommendation for Denial.
 - d. The Tree Commission's recommendation will be forwarded to the Mayor's Office for processing through the Mayor's Budget Review Committee ("MBRC") for final review.

F. MAYOR'S BUDGE REVIEW COMMITTEE ("MBRC") REVIEW

- (1) At the earliest MBRC meeting following the evaluation of the proposed Project by the Tree Commission and the receipt of any requested modifications to the Application, the Staff will submit the Project to MBRC for review and approval. Like the Tree Commission, MBRC shall either approve the Project, approve the Project with conditions, deny the Project, defer the decision until more information is received, or delay funding of the Project to a later date.
- (2) If MBRC approves the Project as presented or as modified, it will direct the Office of General Counsel to prepare the Agreement. No additional action is required by the City Council.
- (3) If the Project is denied by MBRC, no further action will be taken by the Tree Commission on the Project through the Level 3 Program. However, this does not limit the ability of a Council Member to file legislation to implement a Project utilizing the Tree Fund.
- (4) If the MBRC decision is Approval with Conditions, and the Applicant agrees with the decision, the Applicant will revise the documents necessary to convey the intent of the decision for inclusion in the Agreement exhibits.
- (5) If the decision is Approval with Conditions and the Applicant does not agree with the decision, then the result will be a Denial of the Project by the MBRC.

III. PROJECT EXECUTION PHASE

A. ENTERING INTO AGREEMENT

- (1) Once the Project is approved by the MBRC, the Office of General Counsel will prepare a Tree Planting Program Level 3 Agreement (the "Agreement") between the Applicant and the City of Jacksonville, which will set the funding provided by the City and describe the responsibilities of each party.
- (2) We understand that the Applicant relies on consultants to assist with its Project. However, the Applicant is responsible for the Project and all that it encompasses. The Agreement for the funding is between the Applicant and the City of Jacksonville, so the Applicant is fully responsible for completion of the Project and will be held accountable for any deficiencies.
- (3) Upon execution of the completed Agreement by all parties, the Applicant will be eligible for payment of funds in accordance with the Agreement.

- (4) **It is imperative that the Applicant read and understand the Agreement and the obligations before entering into this Agreement with the City.**

B. PROJECT BIDDING & AWARD

- (1) Landscape Architect prepares bid documents (tree planting plans and construction specifications) incorporating the requirements of the approved Application and the Agreement.
- (2) Project Manager solicits bids from 3 landscape contractors.
- (3) The Applicant awards the project after consultation with the City.
- (4) Applicant prepares and executes a Contract between Applicant and the Landscape Contractor.

C. CONSTRUCTION

- (1) Project Manager issues Notice to Proceed, establishes the construction schedule, coordinates with the Landscape Architect and City Staff, and provides overall project management during the construction and the maintenance period.
- (2) Landscape Architect monitors construction and maintenance during the plant establishment period, inspects the completed work, submits reports, and reviews the contractor's invoices.
- (3) Applicant prepares and submits monthly invoices to the City for work completed the previous month.
- (4) The Applicant issues to the Contractor a letter of Final Acceptance when all work is completed and obtains the close out documents required by the Contract.

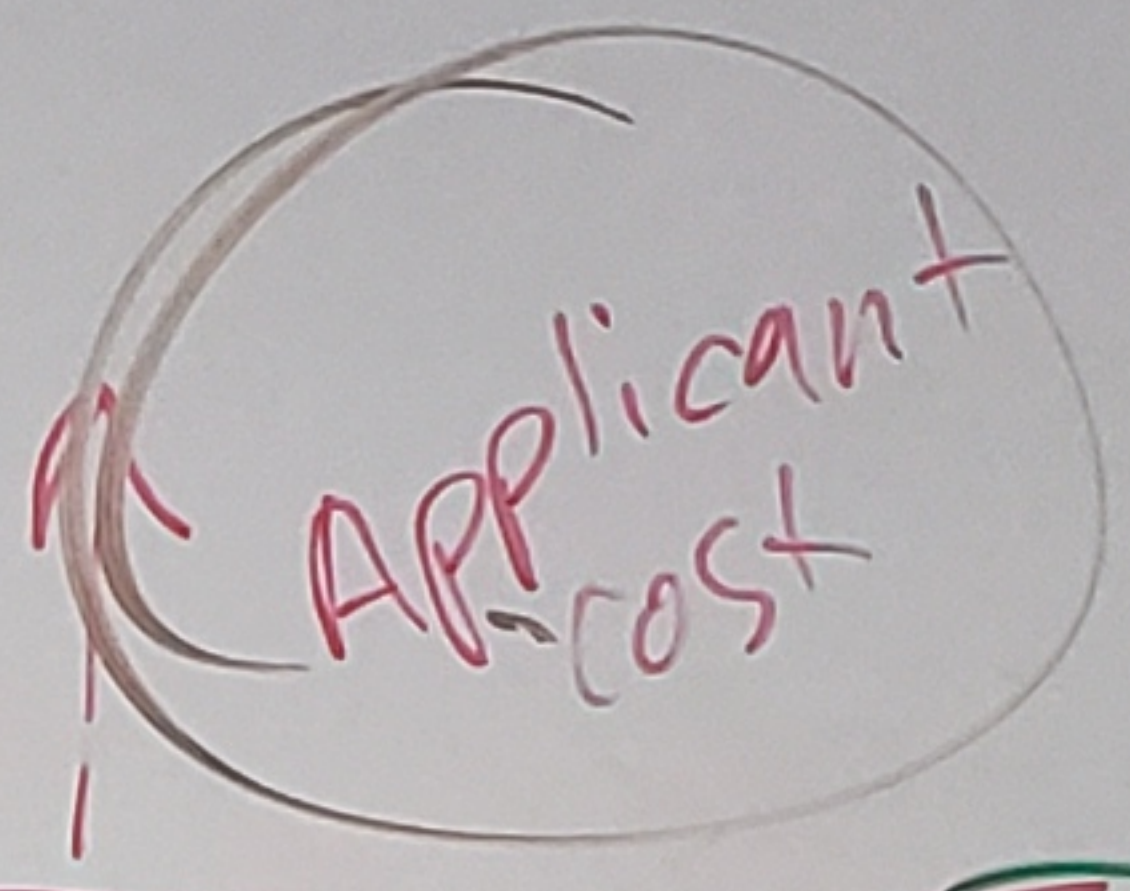
D. MAINTENANCE

- (1) The Landscape Contractor shall maintain the Project throughout the warranty period as described in the Contract between the Landscape Contractor and the Applicant.
- (2) Should a tree not meet specifications at any time within the warranty period, the Landscape Contractor must replace the tree and the warranty period begins again once the tree is approved by City staff.

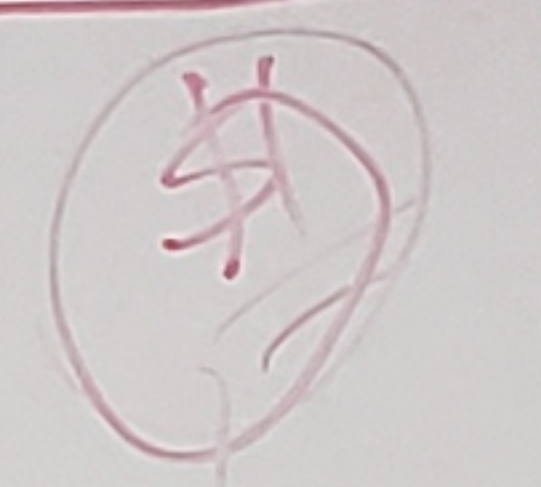
I. PRE-APPLICATION/DESIGN PHASE

A. BUBBLE/SCOPE PLAN

PROF FEE R.O.M.
THRU APP. PHASE



B. CONCEPTUAL PLAN



Project cost

STAFF APPROVAL

--- SCHEMATIC PLAN

II. APPLICATION PHASE

- FINAL PROF. FEE
- CONSTRUCTION COST EST.

TREE COMM. APPROVAL

III. PROJECT EXECUTION PHASE

