



TREE MITIGATION

CITY OF JACKSONVILLE

TREE REMOVAL PERMIT INFORMATION



Click [here](#) to search detailed information on Site Cleaning and Tree Removal Permits in reviewing tree removal information on a specific permit, for "B" permits click on the Spec 2 tab, for "L" permits click on the Tree Mitigation tab.

AVAILABLE FOR APPROPRIATION



15F (Ordinance) \$8,014,588.40
15N (Charter) \$7,568,153.61
Better Jacksonville Plan - Tree Mitigation Project: \$1,717,826.00
Total: \$17,300,568.01

TREE FUND CITY PLANTING PROJECTS



Click [here](#) to search detailed information about City Tree Fund Planting Projects.

FILE AN ISSUE



Click [here](#) to report site cleaning or tree removal without a permit, or to request tree maintenance on public property. In the CARE System, select "Tree Remove or Landscape Violation" from the dropdown.

Disclaimer: The AVAILABLE FOR APPROPRIATION information shown on this page is updated nightly from the City's financial records, but does not include any pending

City of Jacksonville
Tree Commission
Financials Combined
July 8, 2022

Cash	33,914,591.83				
Accounts Payable	0				
Fund Balance	(31,100,556.30)				
YTD Gain\Loss	(2,814,035.53)				
Adjusted Fund Balance	(33,914,591.83)				
Revenues	4,089,425.34	4,760,731.30	400,127.00		
Expenses	-	1,946,695.77	23,979,577.00		
Better Jacksonville Project 1717826			1,717,826.00		
Budgeted Reserve			3,701,030.00		
Net	4,089,425.34	2,814,035.53	(23,579,450.00)		
Available Balance Total	17,300,566.60				

Actuals	June	YTD	Budget
			YTD

**City of Jacksonville
Tree Commission
Ordinance - 15304 - Tree Protection & Related Expenditures
July 8, 2022**

Equity in Pooled Cash	26,300,840.65				
Accounts Payable					
Fund Balance	(24,126,381.08)				
YTD Gain\Loss	(2,174,459.57)				
Adjusted Fund Balance	(26,300,840.65)				
Revenues	4,063,105.34	4,121,155.34	400,127.00		
Expenses	-	1,946,695.77	23,933,978.23	3,701,030.00	
Budget Reserve					
Net	4,063,105.34	2,174,459.57	(27,234,881.23)		
Available Balance Total	8,014,588.19				

City of Jacksonville
Tree Commission
Charter - 15305- Tree Mitigation & Related Expenditures
July 8, 2022

Equity in Pooled Cash	7,613,751.18		
Accounts Payable			
Fund Balance	(6,974,175.22)		
YTD Gain\Loss	(639,575.96)		
Adjusted Fund Balance	(7,613,751.18)		
Revenues	26,320.00	639,575.96	
Expenses	-		45,598.77
Net	26,320.00	639,575.96	(45,598.77)
Available Balance Total	7,568,152.41		

Budget Balance of Appropriated Expenditures		FY22 Budget	FY 22 Expenditures	Open Purchase Orders	Remaining Balance
Center	Activity				
151004-PWOD Tree Mitigation & Related Expenses - Conservation and Resource Manag	00000189-5Th & Cleveland Ash Site Tree Planting	6,593.80	-	6,593.80	-
151004-PWOD Tree Mitigation & Related Expenses - Conservation and Resource Manag	00000275-Brown's Dump Ash Site Tree Planting	884.25	-	884.25	-
151004-PWOD Tree Mitigation & Related Expenses - Conservation and Resource Manag	00000378-County-Wide Tree Prog-Right Of Way	2,192,787.27	869,478.12	917,848.21	405,461
151004-PWOD Tree Mitigation & Related Expenses - Conservation and Resource Manag	00000429-Duval County School Board Property	92,243.50	-	-	92,244
151004-PWOD Tree Mitigation & Related Expenses - Conservation and Resource Manag	00000541-Hammond Blvd Project	35,140.70	8,237.90	16,619.80	10,283
151004-PWOD Tree Mitigation & Related Expenses - Conservation and Resource Manag	00000604-Intersec,Bridge,Misc 09-10 Landscaping	18,467.68	-	-	18,468
151004-PWOD Tree Mitigation & Related Expenses - Conservation and Resource Manag	00000651-King St Planting College To Park	8,724.53	-	8,724.53	-
151004-PWOD Tree Mitigation & Related Expenses - Conservation and Resource Manag	00000744-North Main Street Landscaping	9,155.68	-	-	9,156
151004-PWOD Tree Mitigation & Related Expenses - Conservation and Resource Manag	00000982-Tree Protection & Related Expenses	1,436,949.08	-	-	1,436,949
151004-PWOD Tree Mitigation & Related Expenses - Conservation and Resource Manag	00001035-Mandarin Road Tree Planting	74,601.00	-	-	74,601
151004-PWOD Tree Mitigation & Related Expenses - Conservation and Resource Manag	00001036-Springfield Preservation Tree Planting	220,408.45	8,822.37	369.41	211,217
151004-PWOD Tree Mitigation & Related Expenses - Conservation and Resource Manag	00001315-Level 2 Tree Planting Program	12,434,789.19	736,962.27	1,677,893.37	9,898,588
151004-PWOD Tree Mitigation & Related Expenses - Conservation and Resource Manag	00001316-Moncrief Rd Beautification Project	180,705.21	13,455.11	27,011.48	140,239
151004-PWOD Tree Mitigation & Related Expenses - Conservation and Resource Manag	00001345-District 8 Tree Planting	52,767.40	52,767.40	-	-
151004-PWOD Tree Mitigation & Related Expenses - Conservation and Resource Manag	00001606-Suitzbacher Village Level 3 Tree Planting	20,752.30	517.40	9,847.40	10,388
151004-PWOD Tree Mitigation & Related Expenses - Conservation and Resource Manag	00001607-Hugenot Park Level 3 Tree Planting	72,207.20	-	72,207.20	-
151004-PWOD Tree Mitigation & Related Expenses - Conservation and Resource Manag	00001623-Level 3 Tree Planting Program	825,213.40	10,888.85	265,073.90	549,251
151004-PWOD Tree Mitigation & Related Expenses - Conservation and Resource Manag	All Activity Values	17,682,390.64	1,701,129.42	3,003,073.35	12,856,842.71
151016-PWOD Forrest Street Ash Site Tree Planting - Conservation and Resource M	All Activity Values	5,994.50	-	5,994.50	-
151132-PWOD County-Wide Tree Prog-Active Parks - Conservation and Resource Manag	All Activity Values	532,545.04	-	-	532,545
151135-PWOD County-Wide Tree Prog-Preservation Parks - Conservation and Resource	All Activity Values	514,854.00	-	-	514,854
154006-PWML Tree Maintenance - Other Physical Environment	All Activity Values	373,253.63	161,646.87	195,275.40	16,331
154007-PWML 630-City Tree Planting Prog - Other Physical Environment	All Activity Values	1,517,703.84	199,503.12	760,135.28	558,065
154008-PWML Patton Rd And Beach Blvd Tree Planting - Conservation and Resource M	All Activity Values	9,428.34	9,428.34	-	-
154009-PWML Zoo Landscaping-Asian Exhibit - Conservation and Resource Management	All Activity Values	1,031,432.38	-	-	1,031,432
191015-JXSF Conservation and Resource Management	00000981-Tree Protection & Related Expenditures-Activity	2,266,375.86	-	-	2,266,376
All Center Values	All Activity Values	23,933,978.23	2,071,707.75	3,964,478.53	17,776,446.79
153104-PWCP Public Works Capital Projects - Road and Street Facilities	Better Jacksonville Plan Project 008449	1,717,826.00			1,717,826

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CITY OF JACKSONVILLE LEVEL 2 TREE PLANTING PROJECTS

ATTACHMENT B

Visit <https://pg-cloud.com/jacksonvilleFL/> for City of Jacksonville Tree Project Maps
Visit jaxtreemaintenance.coj.net - Tree Fund City Projects for links to legislation and planting details

Requesting Entity	Project Scope	Year	Status	Appropriation Amount	Obligated	Contract/Warranty
1 Kensington Association HOA Director	54 trees requested within Kensington Lakes city right of ways along Kensington Gardens Blvd. and Kensington Lakes Dr to replace trees lost due to storm damage/disease; may include removals. Planting Plan pending.	2019	Maintenance/Warranty Complete	\$124,202.62	\$124,202.62	Davey -1/yr
2 Cathedral District Tree Planting	50+ trees requested as Cathedral District (CD7) tree planting, may include removal of damaged/diseased trees. City right of way tree plantings within general proximity but not limited to State St to Catherine St. to Main St. to Adams St.; site evaluation scheduled	2020	Maintenance/Warranty Complete	\$120,371.14	\$120,371.14	Liberty 2/yr
3 Executive Director, Tree Hill Nature Center	22 trees requested in Tree Hill amphitheater parking area; site plan complete; no removals required; ready for review pending cost estimate per new countywide tree planting contract.	2019	Maintenance/Warranty Complete	\$21,472.80	\$21,472.80	Liberty 3/mos
4 San Marco Preservation Society and Greenscape, San Marco Tree Planting	102 Trees requested in city right of ways within District 5, includes removal of damaged/diseased trees; site evaluation scheduled	2019	Maintenance/Warranty Complete	\$247,749.52	\$247,749.52	Davey -1/yr
5 Sheffield Elementary School PTA President	10 Trees requested to provide shade for existing play area/field at Sheffield Elementary School; site visit complete - pending design and review.	2019	Maintenance/Warranty Complete	\$20,414.48	\$20,414.48	Davey -1/yr
6 S-Line Biodiversity Corridor Tree Planting	Installation of 25 trees throughout the S-Line Trail Biodiversity Corridor. This will offer additional tree canopy and shade to the trail.	2019	Maintenance/Warranty Complete	\$30,949.40	\$30,949.40	Liberty 3/mos
7 Canopy Place Tree Planting/resident request	Installation of 40 trees in city right of ways and medians to provide additional tree canopy, sound buffer and screening.	2020	Maintenance/Warranty Complete	\$117,483.97	\$117,483.97	Davey -1/yr
8 Sunrise Ridge/resident request	Installation of 40 tree in city right of ways to increase tree canopy as well screening and buffer from adjacent highway.	2020	Maintenance/Warranty Complete	\$107,316.52	\$107,316.52	Davey -1/yr
9 Jacksonville Beach Golf Park/Jax Beach	Installation of 156 trees in city golf course park to increase tree canopy, create screening, and attract wildlife.	2020	Maintenance/Warranty Complete	\$147,562.80	\$147,562.80	Liberty 3/mos
10 Yates Building - Cultural Council of Greater Jacksonville	8 Trees to be installed around renovated fountain at building entrance	2020	Maintenance/Warranty Complete	\$38,312.00	\$38,312.00	Liberty 2/yr
11 City Cemetery - citizen request	18 Trees in right of ways on Ionia St. and Jessie St.	2020	Maintenance/Warranty Complete	\$41,350.50	\$41,350.50	Liberty 2/yr
12 Baymeadows East Association Tree Planting	119 Trees in right of ways and medians on Baymeadows East and Fort Family Regional Park	2020	Maintenance/Warranty Complete	\$284,900.07	\$284,900.07	Davey -1/yr

CITY OF JACKSONVILLE LEVEL 2 TREE PLANTING PROJECTS

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Visit jartreemiligation.col.net - Tree Fund City Projects for links to legislation and planting details

Requesting Entity	Project Scope	Status	Appropriation Amount	Obligated	Contract/Warranty
13 Cobblestone Homeowners Association/residential requests/HOA	Installation of 105 trees in city right of ways and medians to provide additional tree canopy, sound buffer and screening.	2020	Installation Complete	\$191,322.00	Liberty 2/yr
14 Ed Austin Park Tree Planting/Resident request	115 Trees in right of ways around and within Willowbranch Park	2020	Installation Complete	\$214,822.00	Liberty 2/yr
15 Neptune Beach/Residential requests - City of Neptune	Trees within residential Right of Ways - 47 trees	2020	Maintenance/Warranty Complete	\$55,490.00	Liberty 3/mos
16 Nathan Krestul Park - Friends of Krestul Park	Trees within Park - 34 trees	2020	Installation Complete	\$95,580.00	Liberty 2/yr
17 John Gorrie Dog Park/Friends of John Gorrie Dog Park	Trees along Park Right of Way - Buffer - 11 Trees	2021	Installation Complete	\$23,166.00	Liberty 2/yr
18 Alexandria Oaks Park/SNMPs and Bolles School request	Trees within Park - 15 trees	2020	Installation Complete	\$28,593.00	Liberty 2/yr
19 Huntington Forest Park/Resident request to CM	Trees along Park Right of Way - Buffer - 15 trees	2020	Installation Complete	\$28,026.00	Liberty 2/yr
20 Love Grove/Willowbranch	Trees in right of ways around and within Willowbranch Park - 51 Trees	2021	Phase 1 Complete	\$93,742.00	Liberty 2/yr
21 Greenland Park/residents adjacent to park	Trees within Park - 53 trees	2021	Installation Complete	\$95,580.00	Liberty 2/yr
22 Harlow Blvd./Resident request	Trees within median on Harlow Blvd. - 47 trees	2021	Installation Complete	\$102,804.00	Liberty 2/yr
23 Atlantic Beach/City of	Trees within Atlantic Beach residential Right of Ways and Parks - 96 trees	2021	Installation Complete	\$194,532.00	Liberty 2/yr
24 Lake Mandarin HOA Tree Planting/Resident request	Trees within 4 HOA's residential Right of Ways and Parks - 94 trees	2021	Installation Complete	\$190,168.00	Liberty 2/yr
25 Tom Marshall Park/Sports Association	Trees within ballpark and right of ways - 39 trees	2021	Installation Complete	\$69,336.00	Liberty 2/yr
26 Boat Ramps/Waterfront Management	Trees within 7 boat ramps and parks - 62 trees	2021	Installation Complete	\$111,132.00	Liberty 2/yr

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Requesting Entity	Project Scope		Status	Appropriation Amount	Obligated	Contract/Warranty
27 Freedom Park/CM & Parks	Trees within newly established park (Irrigated) - 38 trees	2021	Maintenance/Warranty Complete	\$38,548.00	\$38,548.00	Liberty 3/mos
28 Blue Cypress Park Restoration/Parks	Trees within park - field restoration - 157 trees	2021	Maintenance/Warranty Complete	\$187,154.40	\$187,154.40	Liberty 1/yr
30 Reddle Point Park/CM and Parks	Trees within park - field restoration - 27 trees	2021	Installation Complete	\$53,055.00		Liberty 2/yr
31 Twin Lakes Academy ES/School	Trees within school grounds and ROW - 66 trees	2022	Installation Complete	\$122,553.00		Liberty 2/yr
32 Atlantic Beach/City of Atlantic Beach Phase 2	Trees within Atlantic Beach residential Right of Ways and Parks - 133 trees	2021	Maintenance/Warranty Complete	\$164,404.80	\$164,404.80	Liberty 3/mos
33 Kernan Blvd./CM	Trees within medians and Row of Kernan Blvd. - 132 trees	2021	Installation Complete	\$276,722.50		Liberty 2/yr
34 Amelia View/residential	Trees within medians and ROW in Amelia View community - 73 trees	2021	Installation Complete	\$145,395.00		Liberty 2/yr
35 Whitehouse Park/Parks and residential	Trees within play area and recreational fields. - 29 trees	2022	Installation Complete	\$54,594.00		Liberty 2/yr
36 Baker Point Park/Parks and residential	Trees within park undergoing improvements - 8 trees	2022	Installation Complete	\$17,091.00		Liberty 2/yr
38 Fort Caroline Rd. Tree Planting	Trees within right of way along Fort Caroline Rd. 66 trees	2022	Installation Complete	\$165,793.50		Liberty 2/yr
39 Norfolk Soutel Tree Planting	Trees within medians and right of way along Norfolk Blvd. 36 trees	2022	Installation Complete	\$85,000.00		Liberty 2/yr
40 Jax Beach Park and ROW	Trees within parks and right of way. 150 trees	2022	In Progress	\$277,789.50		Liberty 2/yr
41 Gold Star Family Memorial Highway	Trees within retention pond and right of way. 200 trees	2021	Installation Complete	\$466,296.00		Liberty 2/yr
42 Northbank Riverwalk	Trees along trail and riverside of Northbank Riverwalk/Geffen Park area. 68 trees	2022	In Progress	\$138,801.00		Liberty 2/yr
43 Jarboe Park	Trees along play areas and trails of Jarboe Park. 76 trees	2022	Installation Complete	\$145,918.00		Liberty 2/yr
44 Columbia Pkwy Retention Pond	Trees along play areas and trails of Jarboe Park. 29 trees	2022	Scheduling	\$51,840.00		Liberty 2/yr
45 Fishweir Park	Trees along nature trail. 21 trees	2022	Scheduling	\$40,014.00		Liberty 2/yr
46 District 7 Parks	55 trees.	2022	Scheduling	\$106,000.00		
47 District 5 Parks	195 Trees	2022	Scheduling	\$452,600.00		
48 Deerwood	Trees along median. 43 trees	2022	Scheduling	\$86,319.00		Liberty 2/yr

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, 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 work beginning with Pre-Application/Design Phase, Step 2 (Conceptual Design), will be reimbursed. All work prior to Staff approval of the Project at that point is not reimbursable. Once the Project and the associated fees and construction costs have received approval a contract is drafted that will outline the funding.

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

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/Design 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 the Project Team

- Must include the Applicant, Landscape Architect, Project Manager for the Applicant, and any other known consultant or contractor.

(+)(2) Identification of Project Site

- 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.

- 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)(3) 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)(4) Project Scope Plan

- The Applicant and landscape architect, or a representative from the landscape architecture firm shall 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

B. STEP 2: CONCEPTUAL DESIGN

(1) Conceptual Planting Plan

- 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)(5) 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?
- (6) Rough Order of Magnitude of Professional and Administrative Fee.** An estimation of the professional and administrative fees, and the total construction and warranty cost that will be required to take the design through the entire Project Execution Phase will be required prior to Staff approval.
- (7) Project Scope Review Meeting**
- a. Once the Project Scope submittal, including the Rough Order of Magnitude of the fees, is complete, the Applicant shall schedule a meeting with City Staff and the public agency representative to review the location and scope of the proposed project. The design consultant/landscape architect, or representative from the landscape architecture firm shall also attend.
 - b. Staff will prepare 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, approving with conditions, denial, or recommending selection of another project if issues with the proposed project are not easily resolved.
 - c. If the project suggestion is denied, this decision is appealable to the Tree Commission as final agency action (no appeal to MBRCA).
- b-d. Once the Project Scope is approved, or approved with conditions, the applicant can begin tracking the time spent on the project. The Applicant shall estimate the overall project budget on a cost sheet provided by the City. This lump sum amount shall not include the effort spent by the Applicant and/or their consultants time up to the time of the Project Scope meeting.

- 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 resulting from the Project Scope Review Meeting or written summary 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) ninety (90) business days after the project scope is approved. Upon receipt of the conceptual design 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. Trees.
 - 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.

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

- (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.

~~(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)(1) 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.

(2)(2) 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)(3) ~~Funding Note: Depending on the scope of the Project, in order to receive funding for the Landscape Architect's professional fees the Applicant may shall be required to select the Landscape Architect (Design Consultant) through a competitive bid qualification~~

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.) The Applicant is responsible for all required Notice to the public, keeping and providing Minutes of the selection process, and to document that they have followed the aforementioned statutes and the Ordinance Code.

- 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 [POLICY DECISION FOR TREE COMMISSION]

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

D. STEP 4: SCHEMATIC PLANTING PLAN¹

- (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 ~~+0-20~~ business days to review the Schematic Planting Plan and the proposed fee schedule 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.

¹ If the Conceptual Planting Plan contains all of the required information as the Schematic Planting Plan, then a separate drawing may be determined by Staff to be unnecessary.

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-Tree~~ 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, ~~shall~~ 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 ~~one~~ **(13)** 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, JGearhart@col.net~~ by phone (904) 255-~~XXXX4327~~, 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)forty-five (45) business-days~~ prior to the next scheduled Tree Commission meeting ~~so that Staff can review the application.~~

STOPPED HERE 4/28/2022

C. STAFF REVIEW OF APPLICATION

The following shall be considered for the Project in the Staff Report:

(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 ~~ten (10)~~ **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, ~~the At-Large Council Member within whose residency area the Project is located,~~ 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% ~~of~~ 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-trees~~ are utilized that will require minimum maintenance after the period of mandatory maintenance by the Applicant.
- b. The location of ~~plant-materials~~ and irrigation ~~systems~~ 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."

F. 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~~ **MBRC package**.
 - 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 BUDGET 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 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-tree~~ 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~~ period or phases.
- (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~~ Applicant 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~~ Applicant must replace the tree and the warranty period begins again once the ~~tree~~ (or trees) is approved by City staff.
- (3) ~~Payments may be made in installments of 6 months.~~

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 work beginning with Pre-Application/Design Phase, Step 2 (Conceptual Design), will be reimbursed. All work prior to Staff approval of the Project at that point is not reimbursable. Once the Project and the associated fees and construction costs have received approval a contract is drafted that will outline the funding.

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/Design 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.

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 the Project Team

- a. Must include the Applicant, Landscape Architect, Project Manager for the Applicant, and any other known consultant or contractor.

(2) 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.

(3) **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.col.net/DuvalProperty/>).

(4) Project Scope Plan

- a. The Applicant and landscape architect, or a representative from the landscape architecture firm shall 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.

(5) **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?

- (6) **Rough Order of Magnitude of Professional and Administrative Fee.** An estimation of the professional and administrative fees, and the total construction and warranty cost that will be required to take the design through the entire Project Execution Phase will be required prior to Staff approval.

(7) Project Scope Review Meeting

- a. Once the Project Scope submittal, including the Rough Order of Magnitude of the fees, is complete, the Applicant shall schedule a meeting with City Staff and the public agency representative to review the location and scope of the proposed project. The landscape architect, or representative from the landscape architecture firm shall also attend.
- b. Staff will prepare 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, approving with conditions, denial, or recommending selection of another project if issues with the proposed project are not easily resolved.
- c. If the project suggestion is denied, this decision is appealable to the Tree Commission as final agency action (no appeal to MBRCA).

- d. Once the Project Scope is approved, or approved with conditions, the applicant can begin tracking the time spent on the project. The Applicant shall estimate the overall project budget on a cost sheet provided by the City. This lump sum amount shall not include the effort spent by the Applicant and /or their consultants time up to the time of the Project Scope meeting.

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 resulting from the Project Scope Review Meeting or written summary 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 ninety (90) business days after the project scope is approved. Upon receipt of the conceptual design 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 trees.
- 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) 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

¹ If the Conceptual Planting Plan contains all of the required information as the Schematic Planting Plan, then a separate drawing may be determined by Staff to be unnecessary.

- 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.
- (2) 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.
- (3) Funding Note: Depending on the scope of the Project, in order to receive funding for the Landscape Architect's professional fees the Applicant shall be required to select the Landscape Architect through a competitive bid qualification 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. The Applicant is responsible for all required Notice to the public, keeping and providing Minutes of the selection process, and to document that they have followed the aforementioned statutes and the Ordinance Code.
- OR [POLICY DECISION FOR TREE COMMISSION]**
- (3) The maximum professional's fee is \$35,000 and the maximum construction cost is \$300,000.
- D. STEP 4: SCHEMATIC PLANTING PLAN¹**
- (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 vicinity map showing the location of the Project.
 - Key Map if the Schematic Planting Plan is drawn on more than one sheet.
 - 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.
 - 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 20 business days to review the Schematic Planting Plan and the proposed fee schedule to insure that all the requests or modifications generated from the Conceptual Design Review were incorporated.
- 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.
 - 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 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 Tree 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. **Special District, or other unit of local government within Duval County**
- 1.

2. If a Special Districts or other unit of local government, shall 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 one (1) complete printed set 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 JGearhart@coj.net by phone (904) 255-4327, 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: forty-five (45) days prior to the next scheduled Tree Commission meeting so that Staff can review the application.

C. STAFF REVIEW OF APPLICATION

The following shall be considered for the Project in the Staff Report:

(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 ten (10) 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, the At-Large Council Member within whose residency area the Project is located, 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% of 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 trees are utilized that will require minimum maintenance after the period of mandatory maintenance by the Applicant.
- b. The location of trees and irrigation systems 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 tract 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 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 MBRC package.

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 BUDGET 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 tree establishment period, inspects the completed work, submits reports, and reviews the contractor's invoices.
- (3) Applicant prepares and submits invoices to the City for work completed the previous period or phases.
- (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 Applicant 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 Applicant must replace the tree and the warranty period begins again once that tree (or trees) is approved by City staff.
- (3) Payments may be made in installments of 6 months.

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 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 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.

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.

Applicant - an eligible not-for-profit or organization that submits an Application for funding through the Program.

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

City - the City of Jacksonville.

Conceptual 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 including any modifications thereto.

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 to completion of the Project, including draw requests, and maintenance during the warranty period.

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.

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 MBRRC, including but not limited to the Schematic Planting Plan, the Plant Schedule, the City's Specifications, and the Project Performance Schedule.

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

Warranty and Maintenance - the minimum time established in the construction contract when the Landscape Contractor provides maintenance and a warranty that the installed project will remain in healthy condition and in conformance with the Specifications until Final Acceptance.

Final Acceptance - 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.

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.

Initial Acceptance - 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 licensed pursuant to Ch. 481, Part II, F.S., who has at least 5 years of experience in the design, construction oversight, and inspection of public and private tree planting projects, including design drawings, construction drawings, bid documents, and technical specifications; obtaining bids; providing contractor oversight; and inspecting and preparing inspection reports of the contractors' work. This

definition includes the landscape architect's landscape architecture firm, including their employees.

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

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

Plant Schedule – description of each plant in a table format prepared by the 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 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); and
- f) The explanation of symbols or acronyms used on the Planting Plan.

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

Project - a tree planting effort, which may include an automatic irrigation system, provided by an 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.

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).

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 Landscape Architect. The Conceptual Project Plan prepared by the 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.

Project Location – A map showing the location of the tree planting project within the County and showing, on a smaller scale, the surrounding context of the project site. See Exhibit A-1.

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 A** 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.

Scope of Work - the description of work required to implement the Project.

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.

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

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.

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*.

Tree Planting Plan – The final planting plan that is incorporated into the Construction Documents prepared by the Landscape Architect that is derived from and closely 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.

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.

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.

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.

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 Specifications and Details, and Applicable Federal, State and Local Laws, Rules, Regulations and Policies. Applicant must comply with the 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 B. 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 B (the "*Project 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's certificate of substantial completion from the 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 specifications, as required in the Specifications for a minimum period of [] months] or [] years] and until Final Acceptance.

5.8 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 F. 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 F, 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 liens 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 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 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.

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

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:

ARTICLE X Indemnification; Insurance

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.

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.

ARTICLE IX Records

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 Justin Gearhart, City Arborist, 609 St. Johns Bluff, Jacksonville, FL 32225; Phone Number: (904) 255-4327; email: JGearhart@coj.net, and Applicant's 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 VIII Contract Managers

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 G 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]
[Title or name]

12.3 TIME IS OF THE ESSENCE. TIME IS OF THE ESSENCE. 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 acknowledged 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 NAME],
[Type of Entity] a

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 3Tree Planting Program
15304.151004.549006.000000.0001623.000000.00000000

PO Number:

Amount.....\$ _____
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

LIST OF EXHIBITS

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

EXHIBIT A-1

Project Location

[Insert Map(s)]

DRAFT

EXHIBIT A-2

Narrative Project Scope

[Insert Narrative of Scope]

DRAFT

EXHIBIT A-3

Schematic Planting Plan

[Insert 1 or more pages to show Project]

DRAFT

EXHIBIT A-4

Plant Schedule

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

Note: Increase table based on number of species provided.

EXHIBIT B**Project Performance Schedule**

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

Project Budget and Cost Breakdown

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

EXHIBIT D

Project Team

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

EXHIBIT E**Additional Terms**

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

1. Applicant shall adhere to the "Tree Program Specifications" as provided by the City.
2. Applicant's tree planting project ("Project") will be reviewed by a City Landscape Architect and designed by a Florida Landscape Architect, who has at least five (5) years of experience in the design, administration and inspection of tree planting projects;
3. Applicant will provide the City with maintenance and a warranty for either three (3) months one (1) year, or two (2) years for all Project trees after planting. The City shall determine the required length of the warranty period on a per project basis.
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. 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, contract administration, and maintenance.
6. Applicant shall solicit bids from at least 3 Landscape Contractors and provide the City with a copy of each bid response. A No-Bid response from a Landscape Contractor will be considered a "response" for purposes of satisfying the three (3) bid solicitation requirement in this section.
7. Applicant agrees that the Project trees shall be included on the Tree Commission's Approved Tree Planting List unless otherwise approved by the Tree Commission.
8. Applicant agrees that only trees conforming to the "Florida Fancy" grade as 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 Standards, go to <https://www.freshfromflorida.com/Divisions/Plant-Industry/Business-Services/Florida-Grades-and-Standards-for-Nursery-Plants-2015>. If 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 if approved by the City's Contract Manager.
9. As part of the final task, Applicant shall upload the as-built design into the Plan-It GEO application/software which may be accessed by: <https://pg-cloud.com/JacksonvilleFL/>.

EXHIBIT F

Approved Draw Schedule

1. Draws for administration, project management, and design services can be submitted monthly based upon the percent of services satisfactorily completed.
2. The Landscape Contractor's contract amount is divided between construction and maintenance in accordance with the Specifications and are paid separately. Draws for the construction portion of the contract can be submitted monthly based upon the percent of construction satisfactorily completed, 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.
4. Final Draw for maintenance will be after the satisfactorily completion of maintenance and the issuance of Final Acceptance.

EXHIBIT G

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.)

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:

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

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
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.
\$1,000,000 per Claim and Aggregate

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, officials, 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'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) day 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.



PROFESSIONAL SERVICES AGREEMENT

KBT & Associates and the Jacksonville Tree Commission enter into this agreement for the purpose of developing a prioritized plan for the Commission's work over the next 12-24 months. Specifically, the Commission has indicated a desire to prioritize the tasks before it, identify the tools and resources needed to complete those tasks and map a plan to accomplish those tasks.

By this letter, KBT & Associates and the Commission agree to the following:

KBT & Associates will facilitate up to two 4-hour planning sessions in fall 2022 for the members of the Commission and staff. During these sessions, we will review the Commission's responsibilities, have the Commission members assess how effectively the Commission is fulfilling those responsibilities and identify any gaps that need to be filled to help the Commission meet its obligations. KBT & Associates will help the Commission prioritize its work and develop a roadmap for moving forward. The Commission will provide KBT & Associates, in advance of the sessions, appropriate background information, data, and access to any online resources that may be relevant. The Commission will schedule the sessions at times mutually convenient to the Commission and KBT & Associates, and in a location to be selected by the Commission.

The fee for this project will be \$3,500, which includes all pre-meeting background research and planning and a written report summarizing the results of the meetings. In the event that all work can be conducted in a single session, the fee will be reduced to \$3,000. No initial payment is required. The full fee is payable within 30 days of submission of the written report.

Commission member Susan Fraser will be the primary contact for this project.

The Commission will pay all undisputed amounts within thirty (30) days of receipt of a complete and accurate invoice. The Commission shall advise KBT & Associates in writing of any amounts in dispute within thirty (30) days of receipt of applicable invoice. If the Commission fails to so advise of disputed amounts within such time frames, the submitted amounts shall be deemed approved. This agreement is effective August 1, 2022 and expires December 31, 2022. It may be amended at any time by written agreement of both parties.

BY _____
KBT & Associates/Mary Kress Littlepage

BY _____
Jacksonville Tree Commission

