

**MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
TRINITY BAPTIST CHURCH OF JACKSONVILLE, INC.**

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2018, by and between the CITY OF JACKSONVILLE ("CITY"), a municipal corporation and political subdivision of the State of Florida, whose mailing address is 117 West Duval Street, Suite 480, Jacksonville, Florida 32202, and TRINITY BAPTIST CHURCH OF JACKSONVILLE, INC. ("TBC") a Florida nonprofit corporation whose mailing address is 800 Hammond Boulevard, Jacksonville, FL 32221.

WITNESSETH

WHEREAS, TBC owns certain property located in Duval, County, Florida near the Florida Department of Transportation ("FDOT") Interstate I-10 and Hammond Boulevard right-of-way and interchange; and

WHEREAS, on State Road 8/I-10 ("SR 8") from west of the Hammond Boulevard Interchange on and off ramp to east of the Hammond Boulevard Interchange on and off ramp, as well as Hammond Boulevard from Judy Taylor Drive to Mallory Road, as depicted on the attached **Composite Exhibit A** (together, the "Maintenance Parcels"), FDOT has constructed landscaping and fountains above the standard landscaping requirements of FDOT and CITY; and

WHEREAS, the FLORIDA DEPARTMENT OF TRANSPORTATION's ("FDOT") and CITY's standard landscaping is grass and trees; and

WHEREAS, FDOT and CITY have neither staff nor budget to maintain non-standard aesthetic highway landscaping projects; and

WHEREAS, TBC desires to maintain the landscape and two fountain improvements (together, the "Improvements"), within the FDOT right-of-way constructed by FDOT at a standard above the minimum landscaping requirements of FDOT and CITY. Within the work area the location of the fountains are as depicted on **Composite Exhibit B**, and TBC hereby agrees to maintain such Improvements in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties covenant and agree as follows:

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

2. General Maintenance Obligations of TBC. TBC shall appoint a representative for the administration of this Agreement. TBC's representative will be the contact for CITY's Director of Public Works and/or his representative concerning all aspects of this Agreement, including communications with the public and political officials. TBC shall be responsible for maintenance of all the Improvements including landscaping, turf, irrigation, and fountains, (plumbing and electrical systems supporting the fountains) which are within the limits of the rights-of-way. **Composite Exhibit B** shall comprise

the "Improvement Plans." TBC shall be responsible for the maintenance of traffic during all operations covered by this Agreement, in accordance with Part VI of the FDOT Manual on Uniform Traffic Control Devices, the current FDOT Roadway and Bridge Design Standards, and any other applicable standards. For the purpose of this Agreement, unless otherwise noted on the Improvement Plan(s), the Improvements to be maintained by TBC shall be maintained to a minimum standard of the FDOT Maintenance Rating Program ("MRP") unless a more stringent standard is shown. Such standards are set forth in **Exhibit C** hereto. In the event any item of maintenance falls below the desired standard, TBC agrees to immediately concentrate efforts and to bring the deficient item up to the minimum standard; provided however, TBC shall not be responsible for the costs to cure such deficiency unless the deficiency is a result of TBC's negligence or willful misconduct.

3. Maintenance of Landscape Improvements. Within the portions of the right-of-way where landscape Improvements have been installed by CITY as shown on the Improvement Plans, TBC shall:

- (a) Comply with the Vegetation Maintenance Standards set forth in **Exhibit C**.
- (b) Comply with requirements established by governmental regulatory agencies which apply to maintenance and operation of the landscape Improvements.
- (c) Prune all plants, including (i) trimming trees and (ii) pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- (d) Remove dead, diseased, or otherwise deteriorated plants.
- (e) Remove litter and weeds from sidewalks, landscape beds, and turf within the right-of-way.
- (f) Remove and dispose of all trimmings, roots, litter, etc. resulting from the activities described herein.
- (g) Edge, sweep, and remove any grass overlapping roadways, sidewalks, curbs, and gutters.
- (h) Maintain and repair the irrigation system.
- (i) Provide maintenance of other site amenities necessary to keep them in normal working order and free of hazards.
- (j) Promptly pay the water and electric fees, if any, required for the systems.

4. Maintenance of Fountain Improvements. The two fountains shall be maintained in good working order, as specified in the owner's or operation manual for the equipment.

5. Cleanup. Following a natural disaster (e.g. hurricane, tornadoes, etc.) TBC, CITY, and FDOT shall be jointly responsible for clean-up, removal, and disposal of debris from the FDOT right-of-way with the following responsibilities: TBC shall clean up the debris and place in piles for pick up on the Hammond Boulevard right-of-way; and CITY and FDOT shall be jointly responsible for the removal and disposal of debris, the limits of which are shown on **Exhibit B**, or subsequent amended limits mutually agreed to in writing by both parties.

6. Indemnification. See **Exhibit D**

7. Default.

(a) If at any time during the term of this Agreement it shall come to the attention of the FDOT District Secretary or the CITY Director of Public Works that TBC is not performing its maintenance and other responsibilities under this Agreement pursuant to FDOT and CITY standards, said CITY Director of Public Works may at his option issue a written notice that a deficiency or deficiencies exist(s) by sending a certified letter to TBC. TBC shall have a period of thirty (30) calendar days after receipt of such notice to correct the cited deficiencies. If said deficiencies are not corrected within this time period, CITY may at its option proceed as follows:

(i) maintain the Improvements or a part thereof and correct the listed deficiencies with CITY employees or CITY's contractors and invoice TBC for expenses incurred; or, (ii) terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, using CITY employees or CITY's contractors, non-standard aesthetic landscaping and fountains installed under this Agreement and install standard landscaping. The CITY will charge TBC the reasonable cost of such removal and reinstallation.

(b) The FDOT District 2 Secretary's or the CITY Director of Public Works' interpretation of compliance with maintenance standards, as shown in Exhibit C, and deficiencies shall be final.

(c) The obligation of TBC to reimburse CITY under this Paragraph 7 shall be deemed to survive the termination of this Agreement for any reason, including, but not limited to, mutual termination as provided in Paragraph 9(b).

8. TBC's Obligations. TBC agrees to be solely responsible for the continuing maintenance and/or any removal of the Improvements, without cost to CITY or FDOT, pursuant to the requirements and standards established by this Agreement during the term of this Agreement and, as it may be later renewed, for such additional period, upon the expiration or termination of this Agreement, as said Improvements remain on the right-of-way. It is understood between the parties that all areas and Improvements covered by this Agreement may be deleted, removed, relocated, or adjusted at any time in the future as found necessary by FDOT or CITY in order that the adjacent road be widened, altered, or otherwise changed and maintained to meet the future criteria or planning of FDOT and CITY.

9. Termination. This Agreement or any part hereof is subject to termination under any one of the following conditions:

(a) TBC fails to perform its obligations under this Agreement or any events contained in Paragraphs 7, 8 and 11 of this Agreement occur.

(b) Upon thirty (30) days' written notice by either party. In the event termination is requested by TBC, TBC shall remain obligated to reimburse CITY for its maintenance costs for the unexpired term of this Agreement and until TBC removes, at its cost, non-standard aesthetic landscaping and installs standard landscaping acceptable to the FDOT.

(c) In the event the Agreement is terminated for the reason of failure to perform by TBC, TBC shall remain obligated to reimburse CITY for CITY's maintenance costs for the unexpired term of this Agreement or until TBC removes, at its cost, fountains, non-standard aesthetic landscaping, such as shrubs and ground cover, and installs standard landscaping acceptable to the FDOT.

10. Term of Agreement: The term of this Agreement shall begin on the date that TBC receives a Notice of Completion from CITY (the "Completion Date") indicating that FDOT's two year maintenance period of the Improvements has ended, and shall continue for a period of

one (1) year from such date; provided however, upon the expiration of said term, this Agreement shall automatically renew for successive one (1) year terms unless and until terminated by either party in accordance with the provisions of Paragraph 9.

11. Alterations to Maintenance Obligations. TBC shall not have authority to alter the Improvements as shown in the Improvement Plans without first making written application to the FDOT and CITY, if in FDOT right-of-way and receiving written approval from the FDOT and CITY, pursuant to the terms of this Paragraph 11. All requests and approvals shall be deemed to have been made and given in agreement with and subject to the conditions set forth below:

(a) Plans for any new Improvements shall be subject to prior written approval by the FDOT local Maintenance Engineer and/or CITY. TBC shall not change or deviate from the Improvement Plans without prior written approval from the FDOT Maintenance Engineer and CITY. A copy of such written approval and approved plans from FDOT shall be transmitted to CITY within ten (10) days after the approval has been received by TBC.

(b) All Improvements shall be developed and implemented in accordance with appropriate state safety and road design standards of FDOT.

(c) TBC agrees to complete, execute, and comply with all applicable joint application, insurance forms, and permitting requirements of FDOT and CITY related to construction and maintenance of additional landscape or fountain improvements on the FDOT right-of-way.

(d) TBC agrees that CITY or FDOT shall not be required to pay for any additional landscape or fountain improvements that may be added pursuant to this provision, including, but not limited to, any increase in the cost incurred by TBC to install, maintain, or remove the added landscaping or fountain equipment during the term of this Agreement and any renewal thereof, and/or subsequent to this Agreement's termination for any reason.

(e) TBC agrees to be solely responsible for the installation, continuing maintenance, and/or any removal and or restoration of any approved additional landscape or fountain improvements, without cost to CITY or FDOT, pursuant to the requirements and standards established by this Agreement during the term of this Agreement and, as it may be later renewed, for such additional period upon the expiration or termination of this Agreement, as said additional landscaping or fountain equipment remains on the FDOT right-of-way. This Agreement shall survive its expiration and/or termination with respect to any additional landscaping added pursuant to this Paragraph 11.

12. Insurance. See **Exhibit E**

13. Performance Bond. If the total cost of any addition to, or any renovation, modification, demolition, or removal of Improvements provided by TBC is greater than the statutory threshold of § 255.05, Florida Statutes, that mandates the furnishing of a payment and performance bond, then TBC shall provide for a 100% performance bond ("Performance Bond") and a 100% labor and material payment bond ("Labor and Material Payment Bond") to be furnished pursuant to § 255.05, Florida Statutes, in an amount not less than the total construction costs of each project. Said bonds shall name and be for the benefit of CITY and shall secure and/or insure: (i) the full performance of the work and/or services under this Agreement and any modification hereto; and (ii) the full payment of all those providing labor, materials, and other services necessary for the full performance of the work and/or services contemplated under this agreement and any modifications hereto. To be acceptable to CITY as surety for Performance

Bonds and for Labor and Material Payment Bonds, a surety company (“Surety Company”) shall comply with the following provisions: (i) the Surety Company shall have a currently valid certificate of authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida; (ii) the Surety Company shall have currently valid certificate of authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Codes; (iii) the Surety Company shall be in full compliance with the provisions of the Florida Insurance Code; and, (iv) the Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code. Proof of bonds must be provided to CITY prior to the commencement of such addition to, or any renovation, modification, demolition, or removal of Improvements.

14. Lien Rights. Any claim for payment or reimbursement and all costs and expenses, including reasonable attorney’s fees awarded to CITY in enforcing any payment in any suit or proceeding or otherwise under this Agreement shall be assessed against TBC and shall constitute a lien against TBC’s property until paid, having priority as of the recording of a notice of lien with respect thereto in the public records of Duval County, Florida; provided, however, that any such notice of lien shall be subordinate to: (i) liens for taxes and other public charges which by applicable law are expressly made superior; and (ii) all liens recorded in the public records of Duval County, Florida prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien shall be junior and subordinate to the notice of lien. Upon the timely curing by TBC of any default for which a notice of lien was recorded, CITY shall promptly record a release of such notice of lien.

15. Binding Effect. This Agreement shall be binding upon TBC and TBC’s successors and assigns and shall inure to the benefit of CITY and its successors and assigns. In the event that TBC shall sell its property, this Agreement shall be binding on subsequent owners.

16. Non-Waiver. Failure by either party to insist upon strict performance of any of the provisions hereof, either party’s failure or delay in exercising any rights or remedies provided herein, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of either party’s rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

17. Headings. The paragraph headings used in this Agreement are for convenience purposes only and shall not be used in the interpretation of this Agreement.

18. Exhibits. All exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

19. Relationship of Parties. Nothing contained herein is intended to create, nor shall it ever be construed to make, CITY or TBC partners or joint venturers.

20. Severability. The provisions of this Agreement are severable, and if any provision or part hereof or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part hereof to other persons or circumstances shall not be affected thereby.

21. Entire Agreement. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other prior agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

22. Assignment. This Agreement is nontransferable and nonassignable in whole or part without the written consent of CITY.

23. Notices. Any notice required or permitted under this Agreement shall be sent to the following unless a party changes its address pursuant to this Paragraph.

City of Jacksonville
Attn: Chief, Engineering Division
214 N Hogan St., 10th Floor
Jacksonville, Florida 32202
904-255-8763

Trinity Baptist Church
Attn: _____
800 Hammond Blvd.
Jacksonville, Florida 32221
904-____ - _____

Any such notice shall be valid and effective upon hand delivery, or when sent by prepaid certified mail, return receipt requested, or by facsimile transmission if proof of delivery is generated by the sending facsimile machine.

24. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Florida.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the date stated above.

CITY OF JACKSONVILLE

TRINITY BAPTIST CHURCH

By: _____
Lenny Curry
Mayor

By: _____

Print Name: _____

Its: _____

ATTEST: _____
James R. McCain Jr.
Corporation Secretary

WITNESS: _____

Print Name: _____

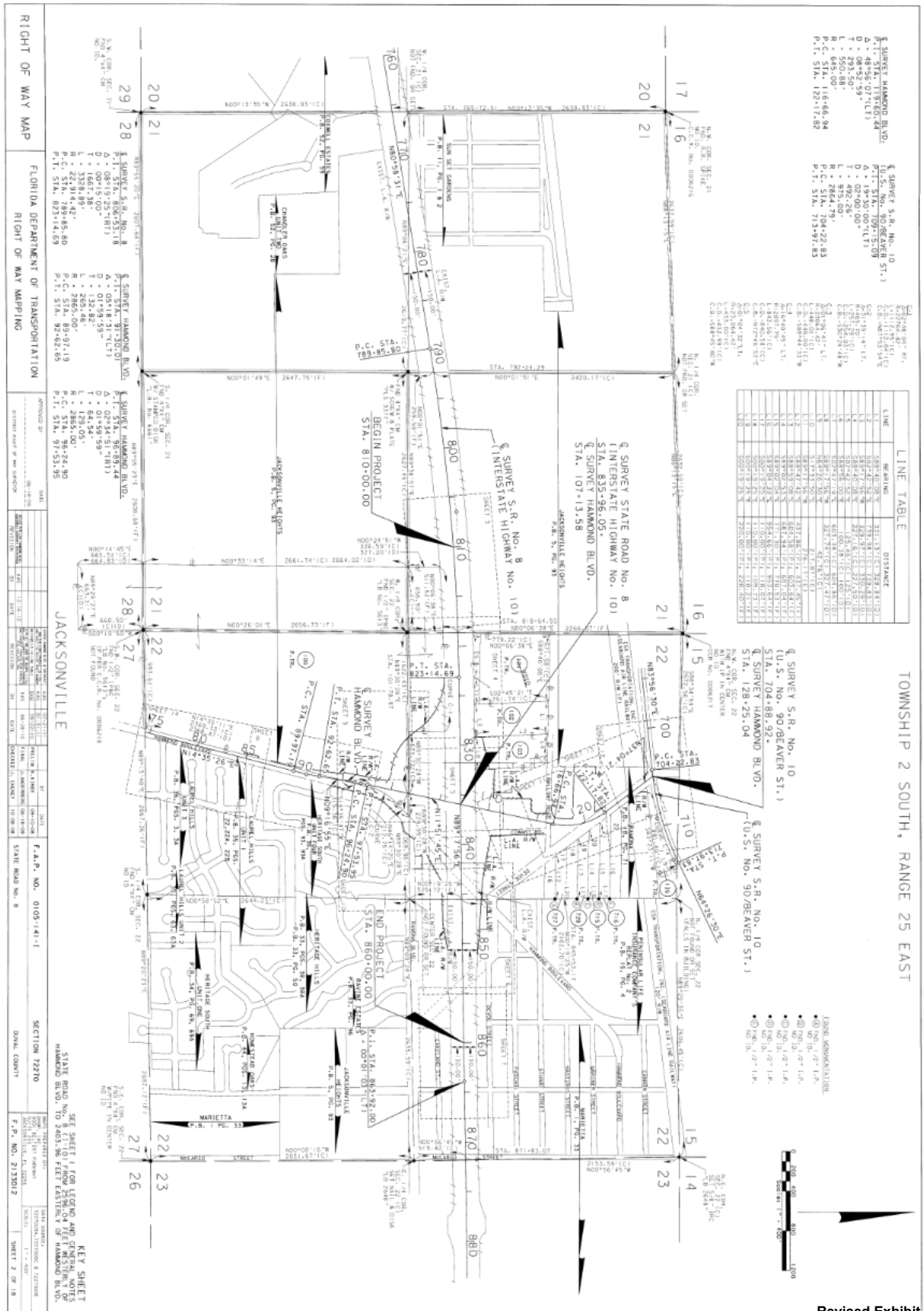
(SEAL)

FORM APPROVED:

Office of General Counsel

GC-#1218805-v13-Hammond_Trinity_Maintenance_for_COJ_.docx

EXHIBIT "A"
Composite A-1



LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°42'00"E	331.73 (C)
L2	S02°42'00"E	779.19 (C)
L3	S01°14'00"E	1,038.81 (C)
L4	S88°42'00"E	227.12 (C)
L5	S01°14'00"E	1,038.81 (C)
L6	S02°42'00"E	779.19 (C)
L7	S89°42'00"E	331.73 (C)
L8	S01°14'00"E	1,038.81 (C)
L9	S02°42'00"E	779.19 (C)
L10	S89°42'00"E	331.73 (C)
L11	S01°14'00"E	1,038.81 (C)
L12	S02°42'00"E	779.19 (C)
L13	S89°42'00"E	331.73 (C)
L14	S01°14'00"E	1,038.81 (C)
L15	S02°42'00"E	779.19 (C)
L16	S89°42'00"E	331.73 (C)
L17	S01°14'00"E	1,038.81 (C)
L18	S02°42'00"E	779.19 (C)
L19	S89°42'00"E	331.73 (C)
L20	S01°14'00"E	1,038.81 (C)
L21	S02°42'00"E	779.19 (C)
L22	S89°42'00"E	331.73 (C)
L23	S01°14'00"E	1,038.81 (C)
L24	S02°42'00"E	779.19 (C)
L25	S89°42'00"E	331.73 (C)
L26	S01°14'00"E	1,038.81 (C)
L27	S02°42'00"E	779.19 (C)
L28	S89°42'00"E	331.73 (C)
L29	S01°14'00"E	1,038.81 (C)
L30	S02°42'00"E	779.19 (C)

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION

SECTION 22270

STATE ROAD NO. 8

SECTION 22270

DUAL COUNTY

F.A.P. NO. 0105-14-1

F.P. NO. 2172012

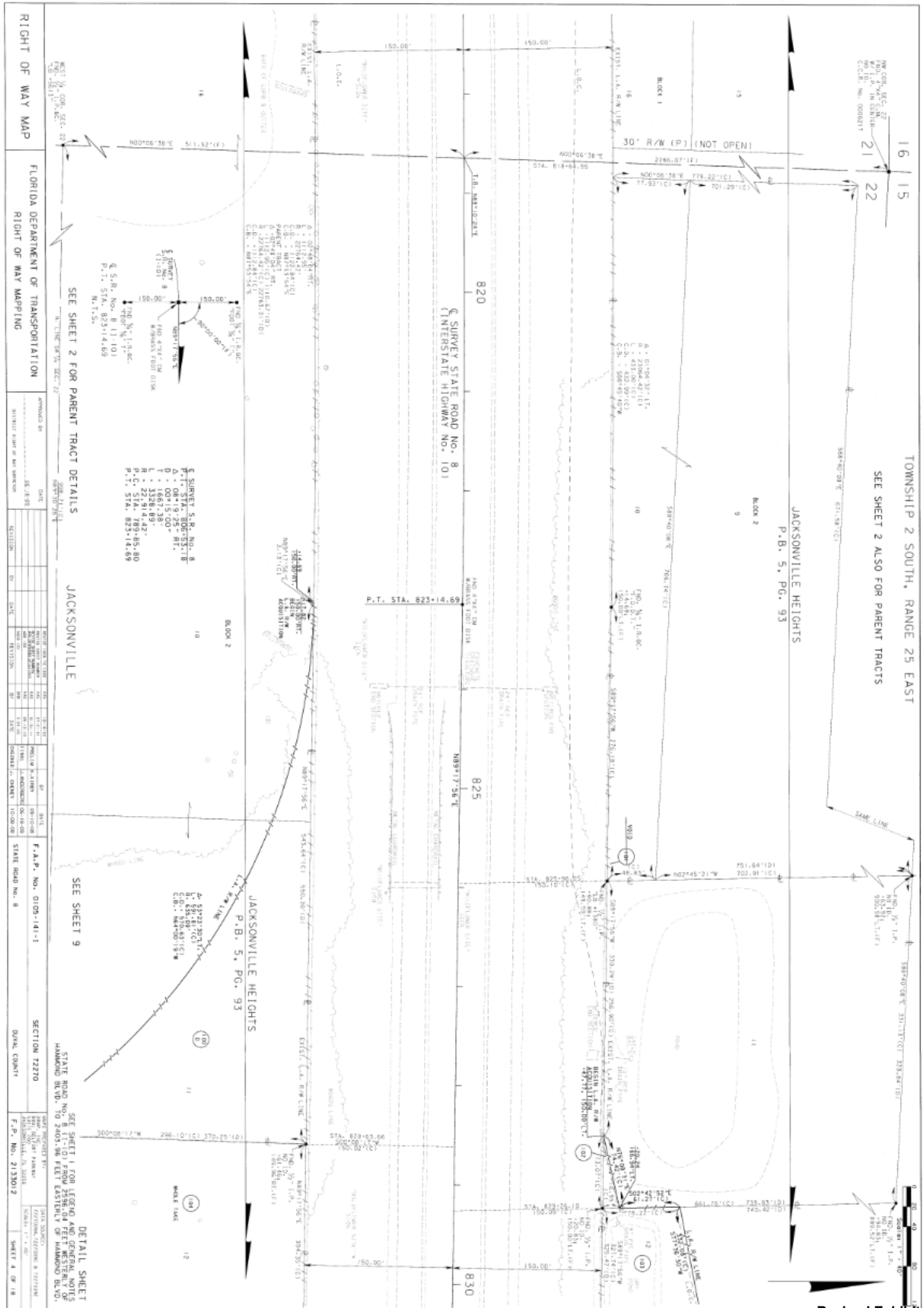
SHEET 7 OF 18

KEY SHEET

SEE SHEET 1 FOR LEGEND AND
 STATE ROAD NO. 8 (I-10) FROM 2590.04 FEET WEST OF
 HAMMOND BLVD. TO 2403.96 FEET EASTERN OF HAMMOND BLVD.

Revised Exhibit 1
 Standard Maintenance Agreement
 August 6, 2018 - NCSPHS
 Page 8 of 27

EXHIBIT "A" Cont.
 Composite A-2



RIGHT OF WAY MAP		FLORIDA DEPARTMENT OF TRANSPORTATION		RIGHT OF WAY MAPPING	
DATE	APPROVED BY	DATE	APPROVED BY	DATE	APPROVED BY
SECTION	DATE	SECTION	DATE	SECTION	DATE
STATE ROAD NO. 8		STATE ROAD NO. 8		STATE ROAD NO. 8	
SECTION 2220		SECTION 2220		SECTION 2220	
STATE ROAD NO. 8		STATE ROAD NO. 8		STATE ROAD NO. 8	
SECTION 2220		SECTION 2220		SECTION 2220	
STATE ROAD NO. 8		STATE ROAD NO. 8		STATE ROAD NO. 8	
SECTION 2220		SECTION 2220		SECTION 2220	
STATE ROAD NO. 8		STATE ROAD NO. 8		STATE ROAD NO. 8	
SECTION 2220		SECTION 2220		SECTION 2220	

SEE SHEET 2 FOR PARENT TRACT DETAILS

JACKSONVILLE HEIGHTS
 P.B. 5, PG. 93

JACKSONVILLE
 P.B. 5, PG. 93

STATE ROAD NO. 8
 INTERSTATE HIGHWAY NO. 101

SEE SHEET 1 FOR LEGEND AND FIELD MEASUREMENTS
 HAMMOND BLVD. TO 2405.56 FEET EAST OF HAMMOND BLVD.

SEE SHEET 9

SEE SHEET 1 FOR LEGEND AND FIELD MEASUREMENTS
 HAMMOND BLVD. TO 2405.56 FEET EAST OF HAMMOND BLVD.

SEE SHEET 2 FOR PARENT TRACT DETAILS

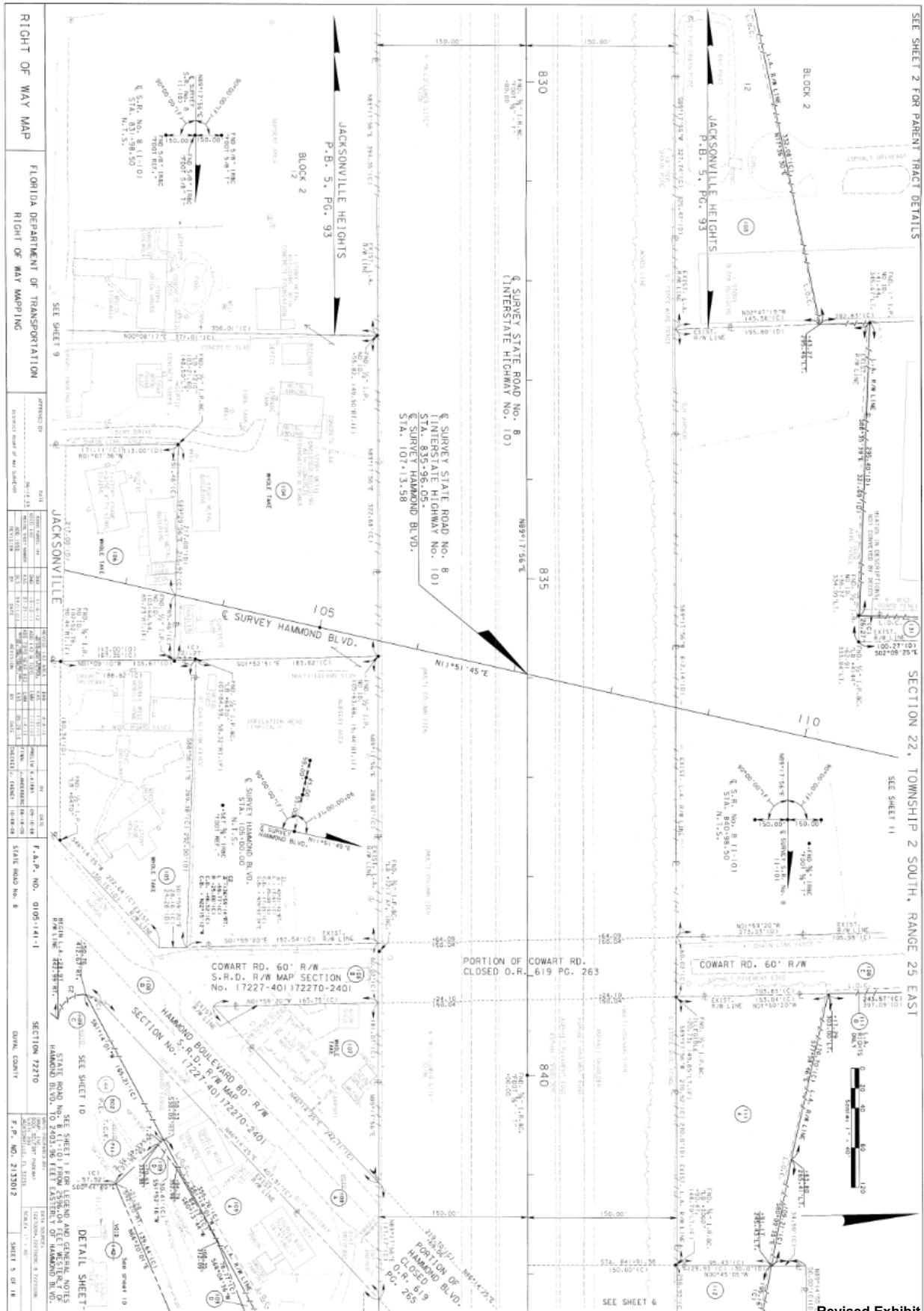
JACKSONVILLE HEIGHTS
 P.B. 5, PG. 93

JACKSONVILLE
 P.B. 5, PG. 93

STATE ROAD NO. 8
 INTERSTATE HIGHWAY NO. 101

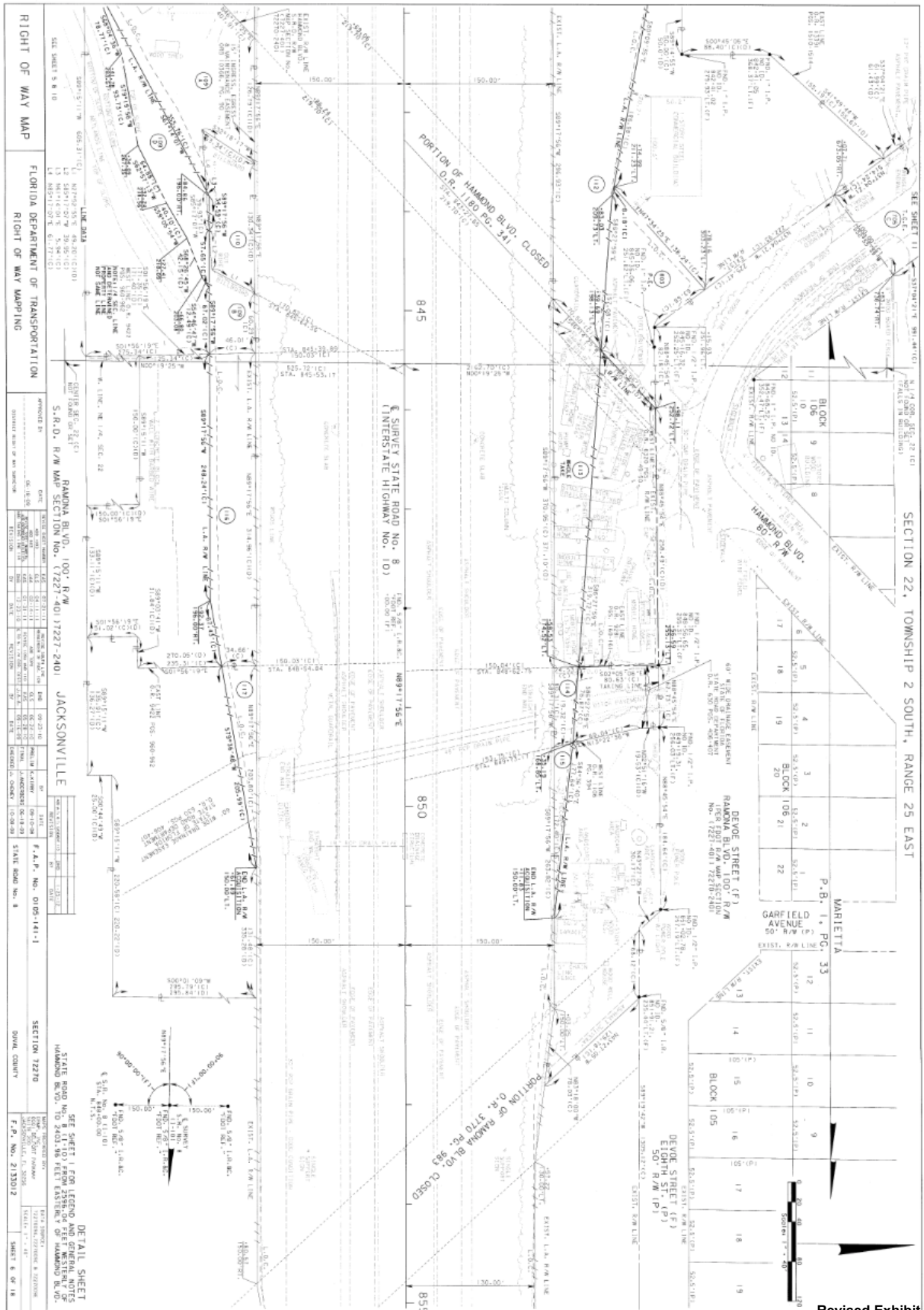
SEE SHEET 1 FOR LEGEND AND FIELD MEASUREMENTS
 HAMMOND BLVD. TO 2405.56 FEET EAST OF HAMMOND BLVD.

**EXHIBIT "A" Cont.
 Composite A-3**



RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING	APPROVED BY	DATE	SCALE	STATE ROAD NO. 8	SECTION 22270	DUVAL COUNTY	F.P. NO. 0105-14-1	SECTION 22270	F.P. NO. 213012	SHEET 5 OF 18
		DESIGNED BY	DATE	SCALE	STATE ROAD NO. 8	SECTION 22270	DUVAL COUNTY	F.P. NO. 0105-14-1	SECTION 22270	F.P. NO. 213012	SHEET 5 OF 18

**EXHIBIT "A" Cont.
 Composite A-4**



RIGHT OF WAY MAP
 FLORIDA DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAPPING

SECTION 22, TOWNSHIP 2 SOUTH, RANGE 25 EAST

SECTION 72270
 JACKSONVILLE
 STATE ROAD NO. 8

SEE SHEET 5 OF 18

SEE SHEET 1 OF 18

SEE SHEET 2 OF 18

SEE SHEET 3 OF 18

SEE SHEET 4 OF 18

SEE SHEET 6 OF 18

SEE SHEET 7 OF 18

SEE SHEET 8 OF 18

SEE SHEET 9 OF 18

SEE SHEET 10 OF 18

SEE SHEET 11 OF 18

SEE SHEET 12 OF 18

SEE SHEET 13 OF 18

SEE SHEET 14 OF 18

SEE SHEET 15 OF 18

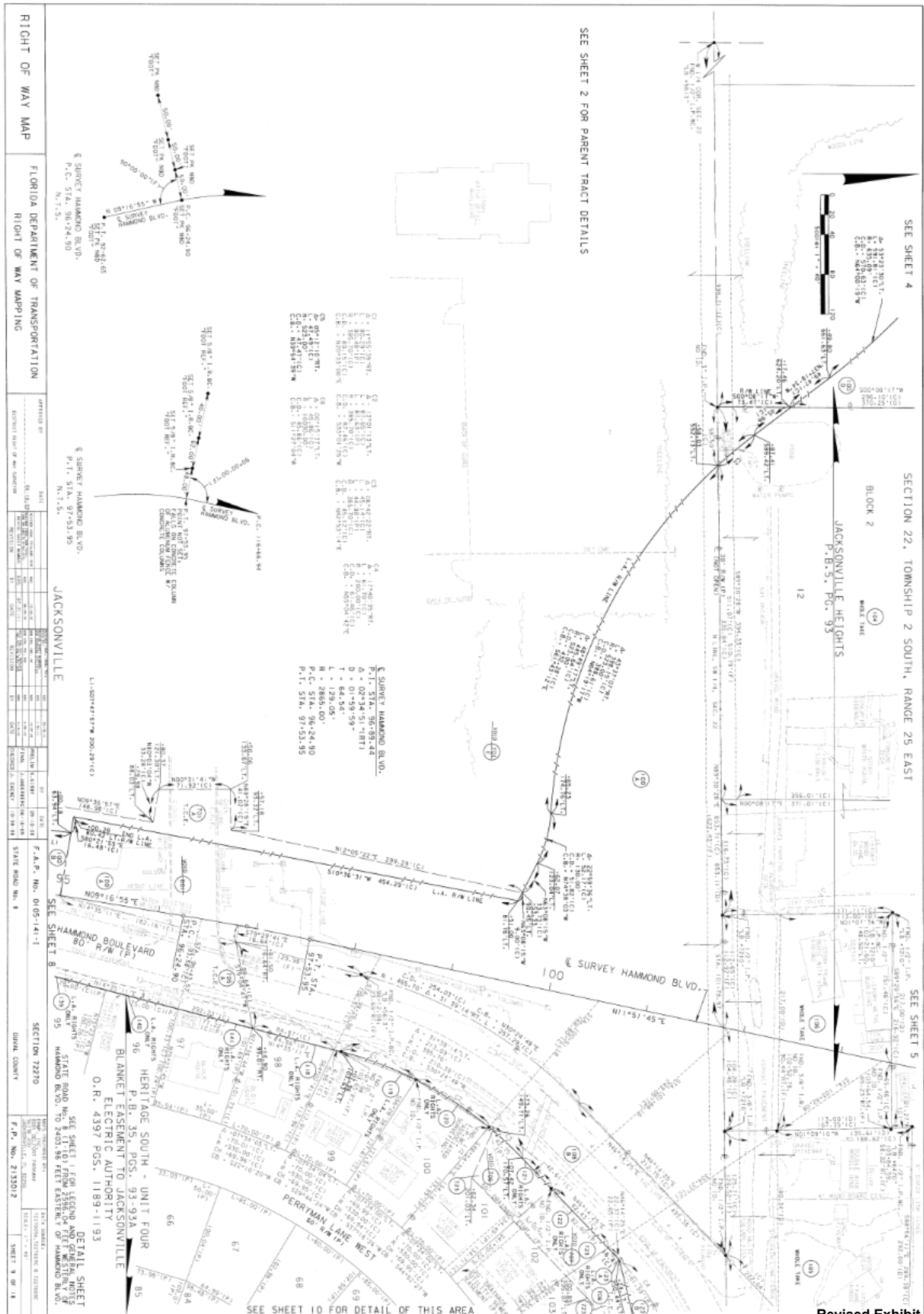
SEE SHEET 16 OF 18

SEE SHEET 17 OF 18

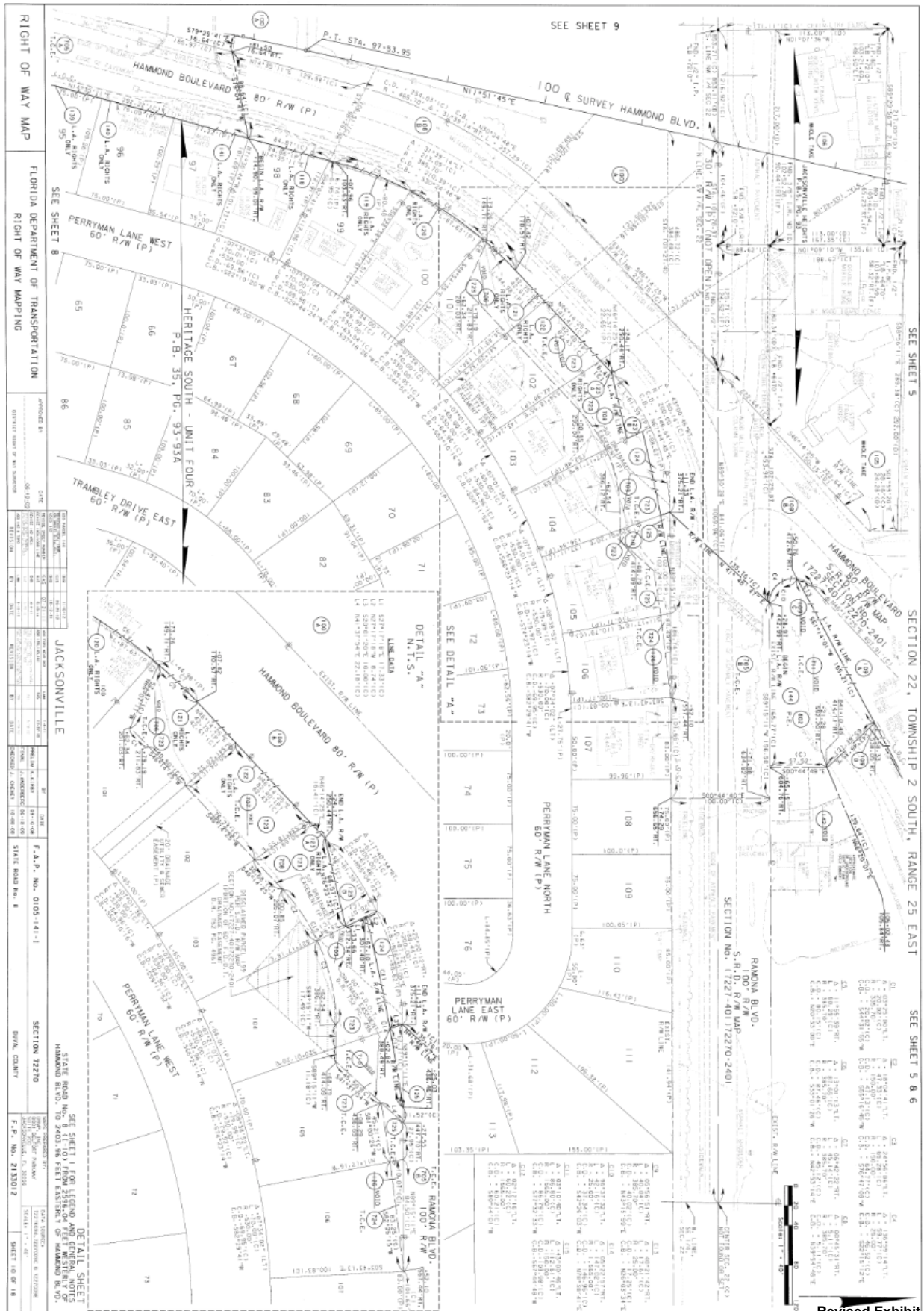
SEE SHEET 18 OF 18

Revised Exhibit 1
 Standard Maintenance Agreement
 August 6, 2018 - NCSPHS
 Page 11 of 27

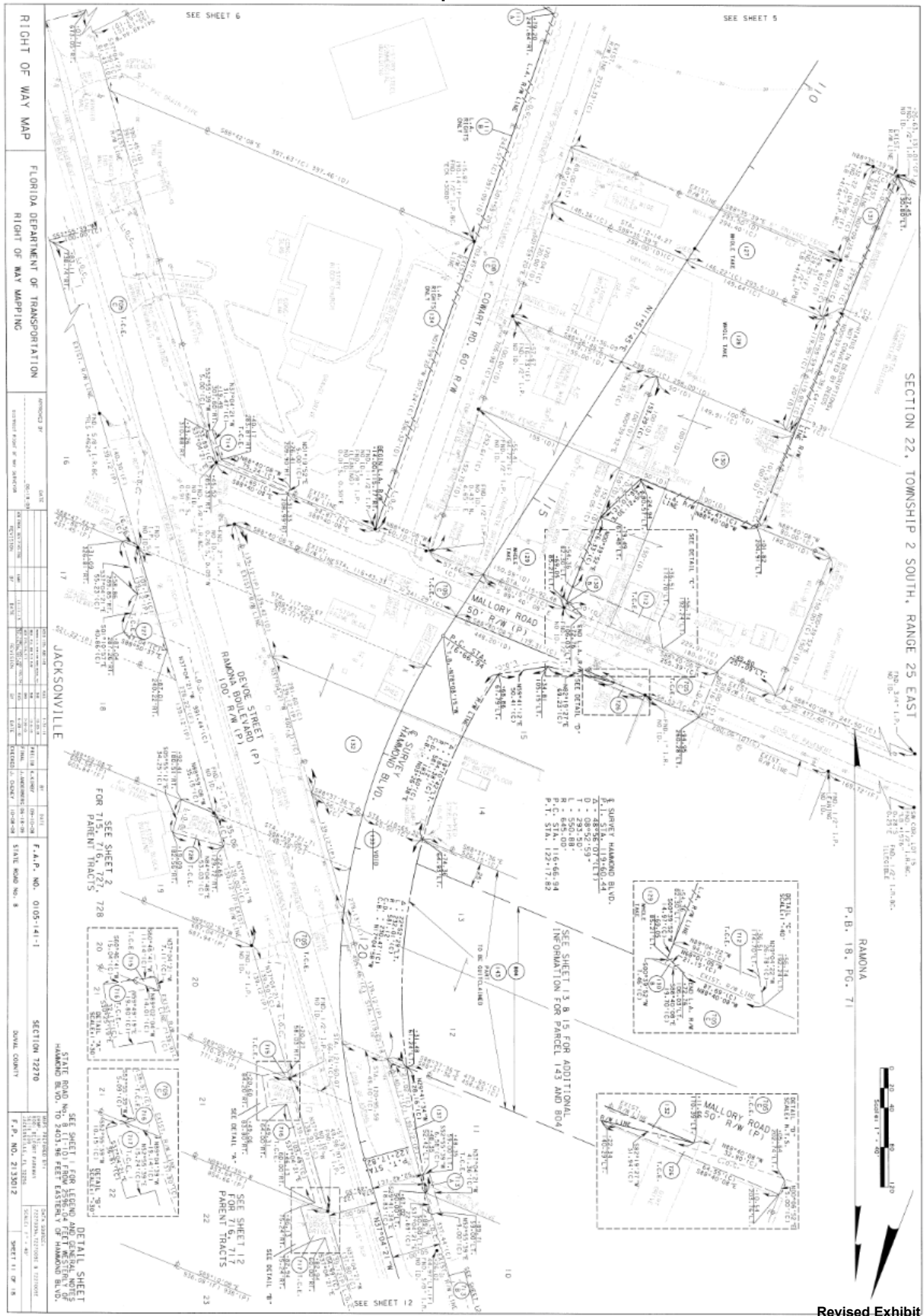
**EXHIBIT "A" Cont.
 Composite A-6**



**EXHIBIT "A" Cont.
 Composite A-7**



**EXHIBIT "A" Cont.
 Composite A-8**



RIGHT OF WAY MAP
 FLORIDA DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAPPING

PROPOSED BY: DATE: SHEET: F.A.P. NO. 0105-141-1 SECTION 72210

EXISTING RIGHT OF WAY: DATE: SHEET: F.A.P. NO. 21302 DIVISION COUNTY: DATE: SHEET: F.A.P. NO. 21302

STATE ROAD NO. 8
 STATE ROAD NO. 8
 STATE ROAD NO. 8

SECTION 22, TOWNSHIP 2 SOUTH, RANGE 25 EAST

REVISIONS:

NO.	DESCRIPTION	DATE

DETAILED SHEET
 STATE ROAD NO. 8 (11) TO FEED 2595.04 FEET WEST SIDE OF
 HAMMOND BLVD. TO 2401.96 FEET EAST SIDE OF HAMMOND BLVD.

FOR SHEET 2, 178
 PARENT TRACTS

FOR SHEET 12
 PARENT TRACTS

FOR SHEET 1, 7
 PARENT TRACTS

FOR SHEET 1, 5, 6, 11, 12, 15, 16, 17, 18, 19, 20, 21, 22, 23
 PARENT TRACTS

DETAIL 1-60
 SCALE: 1" = 10'

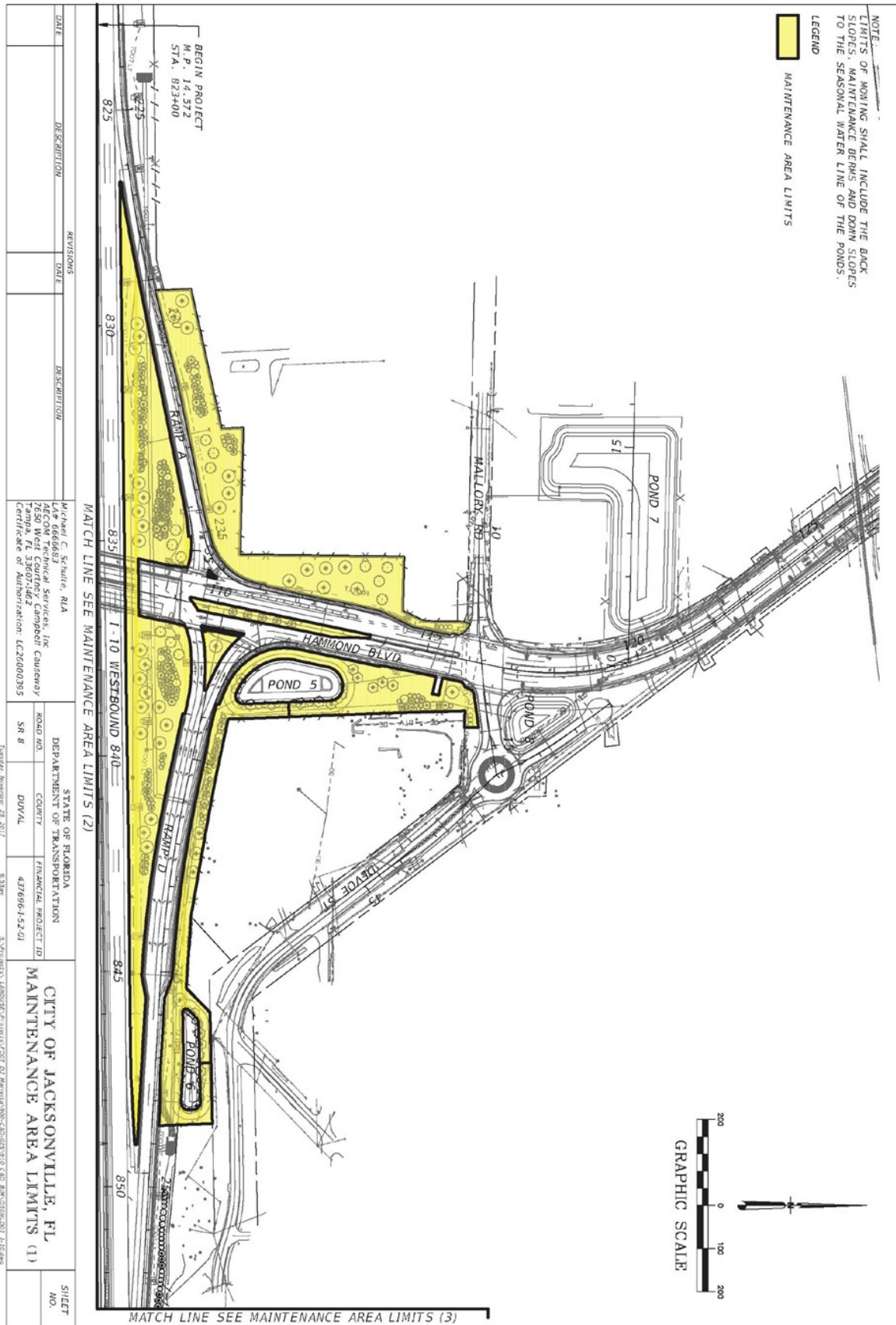
DETAIL 1-61
 SCALE: 1" = 10'

DETAIL 1-62
 SCALE: 1" = 10'

DETAIL 1-63
 SCALE: 1" = 10'

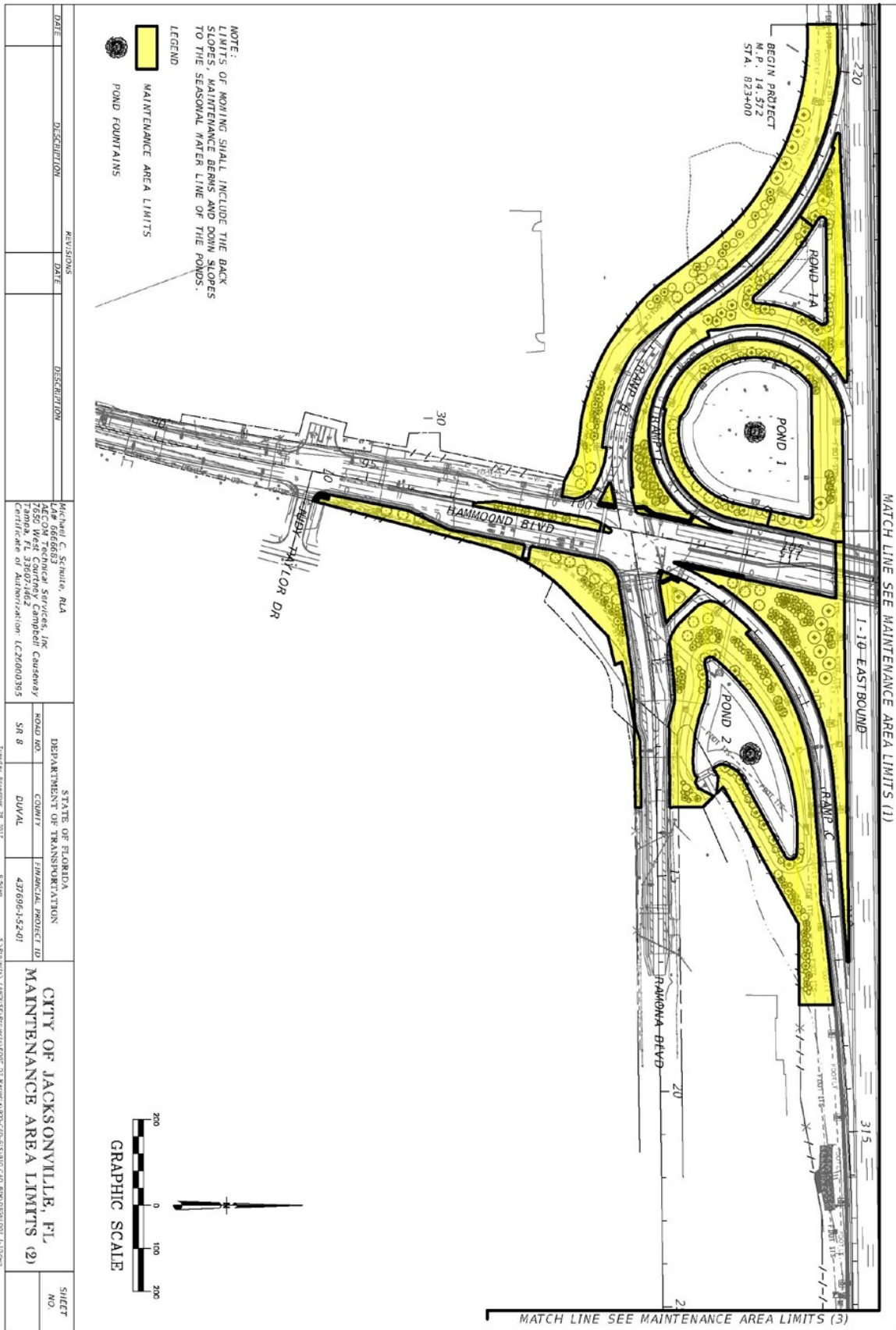
DETAIL 1-64
 SCALE: 1" = 10'

EXHIBIT "B"
Composite B-1

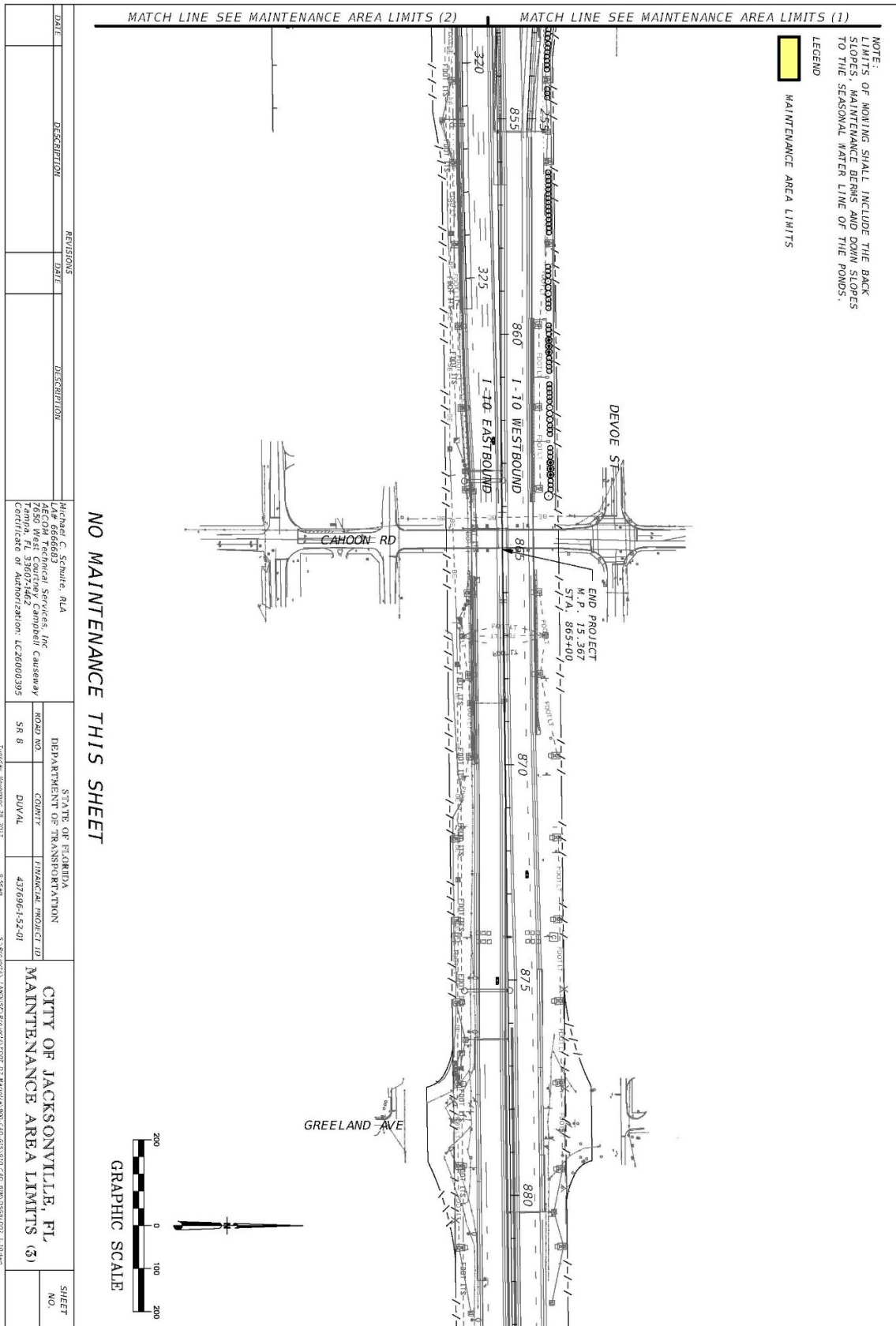


THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

**EXHIBIT "B" Cont.
 Composite B-2**



**EXHIBIT "B" Cont.
 Composite B-3**



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

Michael C. Schulte, R.L.A. FACOM Technical Services, Inc. 7650 West Courtney Campbell Causeway Tampa, 33607 Registration: LC260002905	DEPARTMENT OF TRANSPORTATION COUNTY OF HAMILTON DIVISION	STATE OF FLORIDA FINANCIAL PROJECT ID 437696-1-52-01	CITY OF JACKSONVILLE, FL MAINTENANCE AREA LIMITS (5)
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7/26/2016, 10:00:00 AM, 28, 2017 9:58 AM

S:\PROJECTS\LANDSCAPE\PROJECTS\709_02_HAMMOND_BLD_CD_03_09_17_CD_01_BMS\DSH0011_110.dwg

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

**EXHIBIT C
TO
MAINTENANCE AGREEMENT

MAINTENANCE STANDARDS FOR
LANDSCAPE IMPROVEMENTS**

Maintain the landscape Improvements within the area shown on **Exhibit B** constructed on the FDOT right-of-way in conformance with these maintenance standards and as amended.

These standards include the vegetation maintenance standards established in the “Florida Department of Transportation (FDOT) Maintenance Rating Program Handbook” prepared by FDOT Roadway Maintenance Section, State Maintenance Office, July 2014 edition, as may be amended, and additional CITY of Jacksonville standards.

VEGETATION AND AESTHETICS

MAINTENANCE SCHEDULE

Begin maintenance of the landscape Improvements within 30 days after receiving the CITY’s written Notification of Completion.

Adjust schedule of maintenance work when weather and soil conditions are unsuitable for the work to be performed.

PROTECTION AND SAFETY

Comply with all applicable laws, ordinances, and codes. Use competent personnel to provide the work required.

Take necessary protection measures to prevent damage to vehicular and pedestrian traffic, existing vegetation, above ground and underground utilities and structures during landscape maintenance work.

Post appropriate traffic control signs, safety cones or barriers required by the FDOT during all maintenance operations. Maintain safety protection until operations are complete.

Strictly comply with the manufacturer’s specimen label and safety data sheet for each pesticide used, and the pest control regulation of the State of Florida and the EPA.

LITTER REMOVAL

Definition: The removal of litter within the roadside areas of the right-of-way excluding the road pavement.

Standard: Remove litter from the maintenance parcels before and after each mowing or when any litter exists that creates a hazard to passing motorists or pedestrians. Immediately after each mowing and edging, remove debris and grass clippings caused by the mowing operations that is covering any pavement or structures. Grass clippings may remain in turf areas.

ROADSIDE MOWING

Definition: The control of planted or natural allowable grasses and vegetation on soil shoulders of less than 3:1 slope that were planted for the protection of road shoulders, for safety, and for aesthetics. Allowable vegetation is any vegetation not listed as undesirable in the TURF CONDITION standard.

Standard: On urban arterial roads, maintain roadside grasses growing on slopes less than 3:1 to a maximum height of 9 inches. This standard excludes seed stalks and decorative flowers of allowable vegetation that are taller than 9 inches that have been allowed by FDOT to remain for aesthetics.

For this project, the recommended mowing height will range from 3 to 9 inches.

TURF CONDITION

Definition: The maintenance of mowed turf areas to prevent the establishment of undesirable vegetation and bare ground areas. Bare ground is defined as any single turf area of 5 square feet that is 95% free of turf.

Standard: Maintain turf so that the total turf area is 75% free of the following undesirable vegetation alone or in combination:

- | | | |
|-----------------|----------------|-------------------------|
| 1. Cogongrass | 6. Ragweed | 11. Sandspur |
| 2. Vaseygrass | 7. Castor Bean | 12. Spanish Nettle |
| 3. Johnsongrass | 8. Maiden Cane | 13. Crowsfoot |
| 4. Broomsedge | 9. Rhodesgrass | 14. Tropical Soda Apple |
| 5. Dogfennel | 10. Goosegrass | |

Maintain turf so that the cumulative bare ground area does not exceed 5% of the total mowed area. Restore bare areas by seeding or sodding when bare turf areas exceed 5%.

Apply fertilizer at least once a year, preferably in March. Apply fertilizer with a 1-0-1 ratio with at least 30% of the nitrogen in a slow release form to achieve 1 pound of nitrogen per 1000 square feet of turf per application.

EDGING AND TRIMMING OF PAVING, CURBS & SIDEWALKS

Definition: The removal of grasses and other groundcover vegetation that cover pavement, curbs and other structures within the right-of-way.

Standard: Edge turf adjacent to pavement, curbs, sidewalks and plant beds immediately after each mowing by mechanical or chemical means.

Trimming: Immediately after each mowing, trim around all vertical structures, such as walls, fences and sign posts, located in turf areas. Match mowing height. If string trimmers are used, protect vertical structures and tree trunks from damage.

LANDSCAPING

Definition: Roadside areas where ornamental shrubs, groundcovers and flowers are planted that require weeding, mulching, trimming, pruning, replacing, fertilizing, edging, or insect and disease spraying.

Standard: Maintain Landscaping, in a healthy, attractive condition that is free of weeds, diseases, and dead or dying plants. Weed free is defined as when undesirable weeds cover less than 2% of the landscaped areas.

Apply clean, weed free, mulch of the type originally installed to all landscape beds at least once a year. Apply sufficient mulch to achieve a thickness of 3 inches throughout each bed after settlement.

Apply 1-0-1 fertilizer at least once a year, preferably in March, to all landscaping at a rate that will provide 1 pound of nitrogen per each 1000 square feet with each application. At least 30% of the nitrogen shall be in a slow release form.

TREE TRIMMING

Definition: The removal of trees within the right-of-way, and the trimming of trees and brush within or adjacent to the right-of-way to maintain clear zones established for the road and to remove dead branches. Any tree with a trunk diameter of 4 inches or greater measured 6 inches above the ground, and any limb growing up or down 45 degrees from horizontal greater than 1 inch diameter that encroaches within the clear zone shall be removed.

Standard: Remove or prune vegetation to maintain a 14½ foot clearance above the travel lane, shoulder, face of curb, the face of a guardrail, or back of shoulder gutter. The 14½ foot vertical clearance shall extend 6 feet beyond the outside edge of paved travel lanes. .

Maintain a vertical clearance of 10 feet over sidewalks and bike lanes separated from vehicular pavement.

Remove dead or dying vegetation next to or over vehicular lanes and clear zones that could fall or present a hazard to vehicles or pedestrians.

Prune trees and shrubs at least once a year to remove suckers, dead, or damaged branches, or branches heavily infected with disease or insects. Prune groundcovers to remove dead or brown leaves, or leaves heavily infected with disease or insects. Also selectively prune back runners of groundcovers and stems of shrubs that have extended beyond the natural mass of the planting. Prune to allow the shrubs and groundcovers to develop their natural shape and to grow into a continuous mass throughout the bed area where they are planted. Do not prune individual plants into formal shapes; i.e., individual round balls of dwarf yaupon.

Use Sharp, clean tools, specifically designed for the type of pruning performed. Make clean cuts with not bark tears or other damage. Equipment or climbing that may damage a tree or palm is not allowed. Each day, at the end of pruning operations, remove all pruning debris from the maintenance area. Immediately remove pruned vegetation that falls into a street, walk or on a structure,

IRRIGATION MAINTENANCE

DEFINITION: Maintain sprinkler system installed within the right-of-way. Maintenance shall include system inspection, adjustment, and repair necessary to insure efficient irrigation system operations

without wetting the pavement. Repair irrigation system components damaged by others. Replacement parts shall match the existing system components.

STANDARD: Provide irrigation maintenance at least once per season (summer, fall, winter, spring), and when a component of the irrigation system malfunctions or is damaged.

Complete the following maintenance during each seasonal visit:

A. Inspect controller and rain/ freeze shut-off device for proper function. Clean housing and controls, and adjust for proper cycling and station timing. Adjust operation time (frequency and duration) of each zone to provide sufficient water for the healthy growth of plants and to prevent water run-off or wet conditions. Adjust watering time for seasonal variation of rainfall.

B. Inspect and adjust valves, backflow preventer for proper function. Keep manual valves and solenoid housing free of dirt and debris. Adjust height of valve boxes to keep the top of the box level with the top of the turf root zone or 1" above the mulch level in landscaped beds. Keep valve lid snapped in place.

C. Manually operate each sprinkler zone. Inspect sprinklers for clogged nozzles and screens, head assembly damage, leaks, pop-up action, and pattern of spray coverage and make routine repairs. Clean and adjust sprinklers for proper operation and uniform water coverage of the landscape areas. Adjust spray patterns to minimize water spray on the pavement.

MAINTENANCE OF FOUNTAINS AND OTHER LANDSCAPE IMPROVEMENTS

DEFINITION: The routine maintenance of improvements other than turfgrass, trees, palm, shrubs and plant beds, such as stamped or patterned pavements, unit pavers, planter walls, decorative lighting, and site furniture including benches and trash receptacles.

STANDARD: Provide maintenance of other landscape improvements necessary to keep them in normal working order and free of hazards. Repair or replace damage to these improvements within 48 hours after damage is identified by the TBC, the CITY, FDOT or others. Replacement parts shall match existing system components of each improvement.

EXHIBIT D INDEMNIFICATION

TBC shall, and shall require that its contractors hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

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

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.

EXHIBIT E INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, TBC 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 TBC 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
Worker's Compensation Employer's Liability	Florida Statutory Coverage \$ 1,000,000 Each Accident \$ 1,000,000 Disease Policy Limit \$ 1,000,000 Each Employee/Disease

This insurance shall cover the TBC (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

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

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

Automobile Liability (Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)	\$1,000,000	Combined Single Limit
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Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Maintenance Agreement
Between City of Jacksonville & Trinity Baptist Church

Professional Liability
(Including Medical Malpractice when applicable)

\$1,000,000 per Claim and Aggregate

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

Builders Risk/ Installation Floater
Project

%100 Completed Value of the

(required for any construction or installation)

Such insurance shall be on a form acceptable to the CITY's Office of Insurance and Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured's shall be: CONTRACTOR, the CITY, and respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability

\$1,000,000 per Loss
\$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability

\$1,000,000 per Loss
\$2,000,000 Aggregate

Any entity hired to perform services as a part of this contract that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this contract.

Additional Insurance Provisions

- A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name FDOT, the City of Jacksonville and their respective 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, Automobile Liability CA2048.
- 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 FDOT, the City of Jacksonville and their respective members, officials, officers, employees and agents.
- C. TBC's Insurance Primary. The insurance provided by TBC shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by FDOT, the City of Jacksonville and their respective members, officials, officers, employees and agents.
- D. 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 TBC. Under no circumstances will FDOT, the City of Jacksonville and their respective members, officials, officers, employees and agents be responsible for paying any deductible or self-insured retentions related to this Contract.
- E. TBC's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the TBC or its Subcontractors, employees or agents to FDOT, the City or others. Any remedy provided to FDOT, the City of Jacksonville and their respective members, officials, officers, employees and agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by TBC shall relieve TBC of TBC's full responsibility to provide insurance as required under this Contract.
- G. Certificates of Insurance. TBC 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.
- H. 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.

- I. Notice. TBC 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 provided, TBC shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the TBC under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that FDOT, the City of Jacksonville and their respective members, officials, officers, employees and agents also be named as an additional insured.
- L. Special Provisions: Prior to executing this Agreement, TBC shall present this Contract and Attachment D & E to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of TBC.