

**RESOLUTION NO. 22- 10 - 104**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT  
WITH TIM MATTHEWS TREE & LANDSCAPING INC. FOR  
COMPLETION OF A RIGHT-OF-WAY PLANTING PROJECT ON  
PLANTATION KEY; AUTHORIZING VILLAGE OFFICIALS TO  
IMPLEMENT THE TERMS AND CONDITIONS OF THE  
AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO  
EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE  
MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR  
AN EFFECTIVE DATE**

**WHEREAS**, Islamorada, Village of Islands (the "Village"), continues to enhance general community appearance and promote natural landscapes and habitat through native tree plantings within open spaces within the Village; and

**WHEREAS**, the Village has proposed a native plant planting project in the right-of-way on Plantation Key in between the Overseas Highway and the Old Highway at approximately mile 87.2 – 87.3; and

**WHEREAS**, the Village is in need of an independent contractor to provide the services to complete the planting project; and

**WHEREAS**, the Village requested quotes from three local landscaping companies for the planting project services; and

**WHEREAS**, the Village selected the company providing the lowest estimate to perform the service, which was Tim Matthews Tree & Landscaping Inc. ("Tim Matthews"); and

**WHEREAS**, Tim Matthews is willing to perform these services as outlined in the Scope of Services within Exhibit "A" in an amount not to exceed Twenty-seven Thousand One Hundred Sixty-five and no/100 Dollars (\$27,165.00); and

**WHEREAS**, the Village Council of Islamorada, Village of Islands, (the "Village Council") has determined that approval of the agreement with Tim Matthews is in the best interest of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

**Section 1.**    **Recitals.**    The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2.**    **Approval of Agreement.**    The Village Council hereby approves the Agreement with Tim Matthews for completion of the right-of-way planting project on Plantation Key, as set forth in Exhibit "A" attached hereto.

**Section 3.**    **Authorization of Village Officials.** The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

**Section 4.**    **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

**Section 5.**    **Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by Webb, seconded by Gregg.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Pete Bacheler	<u>YES</u>
Vice Mayor Henry Rosenthal	<u>YES</u>
Councilman Mark Gregg	<u>YES</u>
Councilman Buddy Pinder	<u>YES</u>
Councilman David Webb	<u>YES</u>

**PASSED AND ADOPTED THIS 6 DAY OF October, 2022.**



PETE BACHELER, MAYOR

ATTEST:



MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF  
ISLAMORADA, VILLAGE OF ISLANDS:



JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

## AGREEMENT

THIS IS AN AGREEMENT, dated the 17<sup>th</sup> day of OCTOBER, 2022,  
between:

ISLAMORADA, VILLAGE OF ISLANDS  
a Florida municipal corporation, hereinafter "VILLAGE,"

and

TIM MATTHEWS TREE & LANDSCAPING INC.  
a for-profit Company, authorized to do business in the State of Florida, hereinafter  
"CONTRACTOR."

### WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments  
hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

#### ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to  
generally express the objectives, and intentions, of the respective parties herein, the following  
statements, representations and explanations shall be accepted as predicates for the  
undertakings and commitments included within the provisions which follow and may be relied  
upon by the parties as essential elements of the mutual considerations upon which this  
Agreement is based.

- 1.1 The VILLAGE is in need of an independent experienced contractor to provide the services  
to complete the native tree and shrub planting project in the right-of-way on Plantation Key  
at approximately mile 87.2 – 87.3 (the "Services").
- 1.2 On August 22, 2022, the Village received a Proposal from CONTRACTOR for the Services.
- 1.3 CONTRACTOR has committed to honoring the Proposal price for the Services.
- 1.4 VILLAGE and CONTRACTOR desire to enter into an Agreement for the provision of the  
Services as set forth herein.
- 1.5 The Village Manager is authorized to execute an agreement with CONTRACTOR for  
services related to the scope of work set forth in the CONTRACTOR's Proposal attached hereto  
as Exhibit "B".

#### ARTICLE 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment, and supervision, to perform all of the work described in the Proposal submitted by the CONTRACTOR, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "B" and further set forth in this Article.

2.2 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and personnel to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

2.4 None of the work or services under this Agreement shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

#### ARTICLE 3 TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence the Services as directed by VILLAGE. CONTRACTOR shall complete work in a timely manner.

#### ARTICLE 4 CONTRACT PRICE, GUARANTEES AND WARRANTIES

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "B" and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "B". A total contact price hereto is referred to as Contract Price and shall not exceed **Twenty-seven Thousand One Hundred and Sixty-five and no/100 Dollars (\$27,165.00)**.

4.2 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "B" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

4.3 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

4.5 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; *inter alia*, all sub-CONTRACTORS and subcontractors, suppliers and labors.

## ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the Services. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance – as required by law;
- b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage;

5.6 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's

negligent operations in completing the Project and name the VILLAGE as an additional insured under their policy.

5.7 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6  
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7  
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herin. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement, except with respect to payment for Services rendered with respect to this Agreement.

7.2 The CONTRACTOR agrees to indemnify, defend and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

7.3 If a court of competent jurisdiction holds the VILLAGE liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

7.4 Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

ARTICLE 8  
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal

Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9  
NONDISCRIMINATION

9.1 During the term of this Agreement, the CONTRACTOR shall not discriminate against any of its employees or applicants for employment because of their race, color, sex, religion, disability, national origin, ancestry, sexual orientation, familial status, age, genetics or any other protected characteristic as established by local, state or federal law.

ARTICLE 10  
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME  
PROJECT DESCRIPTION  
ESTIMATED PROJECT COST  
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT  
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11  
TERM AND TERMINATION

11.1 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the

CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue until completion of the Services, as contemplated by the VILLAGE.

ARTICLE 12  
CONTRACT DOCUMENTS

12.1 CONTRACTOR and VILLAGE hereby agree that the following Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal and VILLAGE Purchase Requisition as set forth and incorporated into this Agreement as Exhibit "B"; and all other exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

ARTICLE 13  
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

13.4 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.**

13.5 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE.

13.6 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.7 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

13.8 Scrutinized Companies. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

13.9 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

Copy To: Village Attorney  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

CONTRACTOR: Tim Matthews/Owner  
TIM MATTHEWS TREE & LANDSCAPING INC  
160 Florida Avenue  
Tavernier, FL 33070

13.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.13 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

13.15 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.16 Extent of Agreement. This Agreement together with Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.17 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its \_\_\_\_\_, duly authorized officer to execute same.

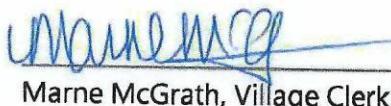
**VILLAGE**

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: 

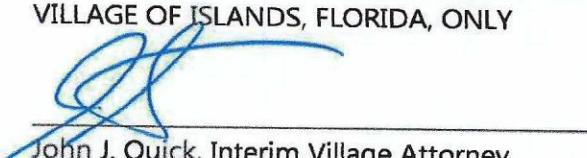
Ted Yates, Village Manager

AUTHENTICATION:



\_\_\_\_\_  
Marne McGrath, Village Clerk

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, ONLY



\_\_\_\_\_  
John J. Quick, Interim Village Attorney

**CONTRACTOR**

WITNESSES:

Monica Hare  
Monica Hare  
Wendy L Coffman  
Wendy L Coffman

By: 

Print Name: Tim MATTHEWS

Title: PRESIDENT

Date: 10/17/22

ATTEST:

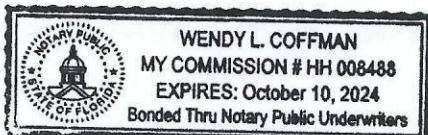
SECRETARY

STATE OF FLORIDA  
COUNTY OF Monroe)

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 17 day of Oct, 2022 (year) by Tim Matthews (name of person making the statement) as Owner (title) of Tim Matthews Tree & Landscape (company name), who  is personally known to me or  has provided Florida Driver's License as identification.

Wendy L Coffman  
NOTARY PUBLIC

My Commission Expires:



Tim Matthews Tree & Landscaping,  
Inc.  
160 Florida Avenue  
Tavernier, FL 33070

## Exhibit B

## Estimate

Date	Estimate #
8/22/2022	25136

Name / Address
Islamorada Village of Islands 86800 Overseas Hwy Islamorada, FL 33036 Public Works

Terms			
Due upon Completion			
Description	Qty	Cost	Total
Jobsite: 87401 Old Highway Plantation Key.			0.00
Prep Area, Kill And Remove Existing Turf To Create Planting Area.		2,850.00	2,850.00
Install (4) Green Buttonwood Trees 15 Gallon.	4	93.00	372.00
Install (3) Mahogany Trees 15 Gallon.	3	93.00	279.00
Install (3) Shortleaf Fig Trees 15 Gallon.	3	93.00	279.00
Install (4) Geiger Trees 15 Gallon.	4	93.00	372.00
Install (65) Jamaica Caper 7 Gallon.	65	42.00	2,730.00
Install (65) Cocoplum 7 Gallon.	65	42.00	2,730.00
Install (65) Bay Cedar 7 Gallon.	65	42.00	2,730.00
Install (65) Locustberry 7 Gallon	65	42.00	2,730.00
Install (12) Inkberry 7 Gallon.	12	42.00	2,730.00
Install (12) Blacktorch 7 Gallon	12	42.00	504.00
Install (5) Firebush 7 Gallon.	5	42.00	210.00
Topsoil For Backfilling Planting Holes.		825.00	825.00
Deliver And Install Native Hardwood Mulch (No Invasives) On All New Plantings.		950.00	950.00
Watering Plants For A 60 Day Period. Watering 5 Days For The First Week And 3 Days A Week For The Remaining 7.5 Weeks.		9,100.00	9,100.00
Estimate Is For The Installation Of The Shrubs, Trees, Soil And Mulch. The Estimate Does Not Include Any Purchases Of Plant Material.			
THANK YOU FOR YOUR BUSINESS!			
		<b>Total</b>	\$27,165.00

\*\*\* Please note that we are not responsible for any underground utility damage if not properly marked or made aware of.\*\*\*

Signature \_\_\_\_\_

Phone #	Fax #	E-mail
305-853-7044	305-916-5476	timmattthewstree@gmail.com