



# VILLAGE OF KEY BISCAINE

Office of the Village Manager

## MEMORANDUM

*Village Council*  
Franklin H. Caplan, *Mayor*  
Mayra P. Lindsay, *Vice Mayor*  
Michael W. Davey  
Theodore J. Holloway  
Michael E. Kelly  
Ed London  
James S. Taintor

*Village Manager*  
John C. Gilbert

DATE: June 11, 2013  
TO: Honorable Mayor and Council Members  
FROM: John C. Gilbert, Village Manager  
RE: Hardwood Tree Trimming and Pruning Services, Phase Two

### RECOMMENDATION

It is recommended that the Village Council approve the attached Resolution authorizing the proposal of Gorgeous Landscapes and Lawns, Inc. for hardwood tree trimming and pruning services and authorizing the Village Manager to execute an agreement with Gorgeous Landscapes and Lawns, Inc. (attached as Exhibit "A").

### BACKGROUND

On June 28, 2012, the Village received a report and recommendation from the Village Arborist, John Sutton. The report delineated the scope of work needed to prune and trim all Village-owned trees and the importance of establishing a future trimming and pruning cycle of three (3) to five (5) years. This recurring work is needed to help protect against impacts of potential storm events and hurricanes. Due to the magnitude of the work, the project was divided in two (2) Phases. Phase One addressed all the Oaks and Mahoganies and was completed last year. These trees will be trimmed for the third (3) time in September 2013. Phase Two, which is the subject of this memorandum, will address all the remaining trees in the right of way and Village Green Park.

The attached Resolution will address 562 Village trees located in the right of way and Village Green Park. Staff solicited bids from three (3) companies that have previously provided these services to the Village and are certified to provide this work (attached bid tabulations as Exhibit "B"). These firms were selected because they have been trained by the Village Arborist and are familiar with the scope of work.

Gorgeous Landscapes and Lawns, Inc. is the lowest responsible bidder. The total cost for the project is not to exceed \$25,870.00. This project will be substantially completed within 40 calendar days from the date the notice to proceed is issued. This work will be funded by the General Fund, Tree Trimming - FPL line clearing line item.

Ms. Lillian Arango from Weiss Serota Helfman Pastoriza Cole & Boniske provided agreement and attests to form and legal sufficiency.

**RESOLUTION NO. 2013 - \_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAVNE, FLORIDA, SELECTING GORGEOUS LANDSCAPES & LAWNS, INC. TO TRIM AND PRUNE TREES WITHIN THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village Arborist submitted an inventory report dated June 28, 2012, which recommended a list of trees that needed to be trimmed and pruned; and

**WHEREAS**, the Village desires to trim and prune various trees within the Village in order to help protect against the impacts of potential storm events and hurricanes; and

**WHEREAS**, pursuant to Section 2-83 of the Village's Code of Ordinances, the Village solicited proposals or bids from three firms for tree trimming and pruning within the right-of-ways and parks in the Village (the "Services"); and

**WHEREAS**, after review of the proposals submitted, the Village desires to select Gorgeous Landscapes & Lawns, Inc. (the "Contractor") as the lowest priced proposal for the Services; and

**WHEREAS**, the Services should be provided by the Contractor who is familiar with the scope of work needed by the Village and has been previously trained by the Village Arborist and can provide the Services in an effective manner in order to protect the Village from the impacts of potential storm events and hurricanes; and

**WHEREAS**, the Village Council wishes to authorize the Village Manager to execute the Agreement with the Contractor for the Services, attached hereto as Exhibit "A"; and

**WHEREAS**, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

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

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Contractor Selected.** The Village Council hereby selects the Contractor for the Services.

**Section 3. Village Manager Authorized.** The Village Manager is hereby authorized to execute the Agreement with the Contractor for the Services, attached hereto as Exhibit "A", subject to approval as to form, content, and legal sufficiency by the Village Attorney.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this \_\_\_\_ day of June, 2013.

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FRANK CAPLAN, MAYOR

ATTEST:

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CONCHITA H. ALVAREZ, MMC  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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Village Attorney

**EXHIBIT "A"**

*(Agreement between Village of Key Biscayne and Gorgeous Landscapes & Lawns, Inc.)*

**AGREEMENT  
BETWEEN  
THE VILLAGE OF KEY BISCAYNE  
AND  
GORGEOUS LANDSCAPES & LAWNS, INC.**

**THIS AGREEMENT** (this "Agreement") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE**, a Florida municipal corporation (hereinafter the "Village"), and **GORGEOUS LANDSCAPES & LAWNS, INC.**, a Florida corporation (hereinafter the "Contractor"), with its address at 230 Camelot Drive, Tavernier, Florida 33070.

**WHEREAS**, on June 28, 2012, the Village received a report and recommendation from its Arborist, John Sutton, delineating the scope of work needed to prune and trim all Village-owned trees and incorporating a trimming and pruning cycle, in order to protect against the potential impacts of storm events and hurricanes (the "Arborist Report"), which report is incorporated herein by reference as if fully set forth in this Agreement;

**WHEREAS**, on May 20, 2013, the Contractor submitted a proposal to the Village for tree trimming and pruning services consistent with the Arborist's Report, which proposal is attached hereto and made a part hereof as Exhibit "A" (the "Proposal");

**WHEREAS**, the Village has determined that the services shall be provided in two (2) phases: Phase I will address all Oaks and Mahoganies, and Phase II will address all remaining trees located in the Village's rights-of-way and parks;

**WHEREAS**, the Village selected the Contractor for the requested Phase II services, and the Village desires to enter into an agreement with the Contractor for the services described in this Agreement, and the Contractor has agreed to provide such services pursuant to the Proposal; and

**WHEREAS**, the Contractor and the Village, through mutual negotiation, have agreed upon a Scope of Services, schedule, and fee to engage the Contractor to perform certain services for the Village consisting of tree trimming and pruning services, as further detailed in the Scope of Services set forth herein below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows.

1. **Scope of Services.**

- 1.1. The Contractor shall furnish such services and provide deliverables as set forth and described in the Proposal attached hereto as Exhibit "A," which shall include, but are not limited to, tree trimming and pruning services and removal of all debris for approximately 562 trees located within the

Village's rights-of-way and parks (collectively, the "Services"). In performing the Services, the Contractor shall adhere to and follow the terms, conditions and recommendations set forth in the Arborist Report.

- 1.2. The Scope of Services has been divided into two Phases: This Agreement addresses all Phase II work for all remaining trees (approximately 562) located within the Village's rights-of way and parks and shall be completed no later than forty (40) calendar days from the date specified on the Notice to Proceed.
- 1.3. The Scope of Services itemized above is not intended to be limiting, and additional services may be required of the Contractor as directed by the Village Manager.
- 1.4. The Contractor shall utilize its special skills, and shall expend all necessary efforts and personnel to competently and professionally perform and complete the Services in a successful, timely and safe manner. The Contractor shall provide all necessary materials, equipment, personnel and services for the efficient and timely performance of the Services.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect until the Contractor completes the Services described herein, which Services (Phase II) shall be completed no later than 40 calendar days from the date specified in the Village's Notice to Proceed, unless earlier terminated in accordance with Paragraph 8. The Village shall provide the Contractor with a Notice to Proceed for the Services or any part or phase thereof. The Village Manager or his designee may extend the time for performance of the Services or the term of this Agreement up to an additional ninety (90) days by written notice to the Contractor.
- 2.2 The Contractor acknowledges and agrees that time is of the essence in the performance of the Services required under this Agreement. The Contractor shall perform and complete the Services within the timeframes set forth in the Notice to Proceed or as directed by the Village, unless an extension is granted by the Village Manager or his designee.

3. **Compensation and Payment.**

- 3.1 The Contractor shall be paid for the Services on a unit basis per street or right-of-way and parks in accordance with the fee schedule included in the Proposal and attached hereto as Exhibit "A", but such compensation shall not exceed the total amount of Twenty Five Thousand Eight Hundred Seventy and 00/100 Dollars (\$25,870.00) (Phase II work). All unit prices

and fees charged shall be supported by a complete accounting of said work.

- 3.2 In order to receive payment for the Contractor's Services, the Contractor must provide a detailed invoice, on a monthly basis, that contains a list of the Services that have been provided. The Contractor may be required to use a form that is acceptable to State or federal agencies which may reimburse the Village for the Services, including forms prescribed by the Federal Emergency Management Agency ("FEMA").
- 3.3 The Contractor shall pay all of its own expenses incurred in performing the Services.
- 3.4 Invoices shall be promptly processed for payment upon receipt by the Village pursuant to Sec. 218.70, Fla. Stat, the Florida Prompt Payment Act, after approval and acceptance of the Services by the Village Manager or his designee.

4. **Subcontractors.**

- 4.1 The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services performed.
- 4.2 Any subcontractors used to complete the Services requested by the Village pursuant to this Agreement, must have the prior written approval of the Village Manager or his designee.

5. **Village's Responsibilities.**

- 5.1 The Village shall furnish to the Contractor, at the Contractor's written request, all available data, studies and reports in the possession of the Village, pertinent to the Services to be provided by the Contractor.
- 5.2 The Village shall arrange for reasonable access to and make all provisions for the Contractor to enter upon real property, as required for the Contractor to perform the Services, as may be requested in writing by the Contractor.

6. **Contractor's Responsibilities.**

- 6.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services requested as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the Services requested, upon

written notification from the Village Manager or his designee, the Contractor shall, at Contractor's sole expense, immediately correct the work.

- 6.2 The Contractor shall supply all information and documentation required to support the Village in any State or Federal programs reimbursement process, including as mandated by FEMA. Further, the Contractor shall otherwise comply with any and all requirements for State and federal reimbursement, and all applicable federal and State laws.

7. **Conflict of Interest.**

- 7.1 Intentionally Deleted.

8. **Termination.**

- 8.1 The Village Manager or his designee may terminate this Agreement without cause upon five (5) days written notice to the Contractor, or immediately with cause.
- 8.2 Upon receipt of the Village's written notice of termination, the Contractor shall cease working unless directed otherwise by the Village Manager or his designee.
- 8.3 In the event of termination by the Village, the Contractor shall be paid for all work accepted by the Village Manager or his designee up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.
- 8.4 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services provided to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

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, religion, sex, or national origin, and shall abide by all Federal and State laws regarding nondiscrimination

10. **Attorneys' Fees and Waiver of Jury Trial.**

- 10.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the

fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

10.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

11. **Indemnification; Insurance.**

11.1 The Contractor shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with the Contractor's Services pursuant to this Agreement, and the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement, and intellectual property rights of third parties. The Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with the Contractor's Services and the performance or non-performance of this Agreement.

11.2 Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to the Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the following amounts set forth in this Section 11:

- (a) Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. The General Aggregate Liability limit shall be in the amount of \$2,000,000.
- (b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each

accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Agreement who is not covered by Worker's Compensation insurance.

- (c) Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- (d) Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until final completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Agreement Documents.
- (e) Certificate of Insurance. On or before the Effective Date of this and prior to commencing of any Work, Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Acceptance of the Certificate(s) is subject to approval of the Village.
- (f) Additional Insured. The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Work performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability

of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

- (f) Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- (h) The provisions of this section shall survive termination of this Agreement.

12. **Notices/Authorized Representatives.**

12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village: John C. Gilbert, Village Manager  
Village of Key Biscayne, Florida  
88 W. McIntyre Street, Suite 210  
Key Biscayne, FL 33149  
Telephone: 305-365-5500  
Fax Number: 305-365-8936

For The Contractor: Gorgeous Landscapes & Lawns, Inc.,  
Attention: \_\_\_\_\_  
230 Camelot Drive  
Tavernier, Florida 33070  
Telephone: ( ) \_\_\_\_\_  
Fax Number: ( ) \_\_\_\_\_

13. **Governing Law.**

13.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

14. **Entire Agreement; Amendment; Authorization.**

14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless such amendment is executed with the same formality as this document.

14.3 The Contractor represents that it is an entity validly existing and in good standing under the laws of the State of Florida. The execution, delivery and performance of this Agreement by the Contractor has been duly authorized, and this Agreement is binding on the Contractor and enforceable against the Contractor in accordance with its terms. No consent or authorization of any other person or entity to such execution, delivery and performance is required.

15. **Ownership and Access to Records and Audits.**

15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing the Services to the Village under this Agreement shall be the property of the Village.

15.2 The Village Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement, or for such longer period as required by FEMA.

15.3 The Village may cancel and terminate this Agreement immediately for refusal by the Contractor to allow access by the Village Manager or his designee to any Records pertaining to the Services performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16. **Nonassignability.**

16.1 This Agreement shall not be assignable by the Contractor unless such assignment is first approved in writing by the Village Manager or his designee, in its sole and absolute discretion. The Village, in entering this Agreement, is relying upon the apparent qualifications and personal expertise of the Contractor, and his firm's familiarity with the Village and the Village's desires.

17. **Severability.**

17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this

Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. **Independent Contractor.**

18.1 The Contractor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the Village with respect to all of the acts and Services performed pursuant to the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. **Compliance with Laws.**

19.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Services provided, including any applicable FEMA requirements and/or regulations, and shall procure and maintain all licenses and permits from all jurisdictional agencies to perform the Services pursuant to this Agreement.

20. **Waiver.**

20.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. **Survival of Provisions.**

21.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

22. **Prohibition of Contingency Fees.**

22.1 The 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(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

23. **Counterparts.**

23.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

24. **Safety; Accident Prevention and Regulations.**

24.1 Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Village laws and regulations while performing the Services under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of failure or inadequacies to comply with these requirements, shall be borne solely by the Contractor who shall be responsible for same.

25. **Required Licenses, Permits and Certifications; Warranties of Contractor.**

25.1 The Contractor represents and warrants to the Village that at all times during the term of this Agreement it shall procure and maintain in good standing all required licenses, permits, certifications and insurance required under federal, state and local laws necessary to perform the Services pursuant to this Agreement. Any fines levied by the above-mentioned authorities, because of failure or inadequacies to comply with these requirements, shall be borne solely by the Contractor who shall be responsible for same.

26. **Public Entity Crime Affidavit.**

26.1 The Contractor shall comply with Section 287.133, Florida Statutes (Public Entities Crime Statute), notification of which is hereby incorporated herein by reference, including the execution of any required affidavit.

27. **Safety.**

Contractor shall be fully and solely responsible for safety and conducting all Services under this Agreement at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Services, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Village shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its employees. Contractor shall maintain all portions of the Project sites and Services in a neat, clean and sanitary condition at all times. Contractor shall assure that all employees performing Services comply with the foregoing safety requirements.

28. Cleaning Up.

Contractor shall, at all times, at its expense, keep the Project sites in a neat, clean and safe condition. Upon completion of any portion of the Services, Contractor shall promptly remove all of its equipment, materials and temporary structures. Upon completion of the Services, Contractor shall, at its expense, satisfactorily dispose of all debris, rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Services and Contractor shall leave the Project sites in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by the Village at Contractor's expense.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the first date as written above.

VILLAGE:

Attest:

VILLAGE OF KEY BISCAYNE, a Florida municipal corporation

\_\_\_\_\_  
Conchita H. Alvarez, MMC, Village Clerk

By: \_\_\_\_\_  
John C. Gilbert, Village Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF VILLAGE OF  
KEY BISCAYNE ONLY:

\_\_\_\_\_  
Village Attorney

CONTRACTOR:

GORGEOUS LANDSCAPES & LAWNS,  
INC., a Florida corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Key Biscayne Hardwood Trimming Project, Phase Two - Bid Tabulations**

Street Name	Species	Frank's Lawn Service	Gorgeous Landscape	All Florida Tree
Grapetree Drive	Seagrape	\$ 825.00	\$ 1,069.00	\$ 1,600.50
	Pigeon Plum	\$ 750.00	\$ 450.00	\$ 500.00
Harbor Drive - 800/900 blk on center median	Silver Buttonwood	\$ 1,275.00	\$ 765.00	\$ 850.00
	Sea Grape	\$ 150.00	\$ 260.00	\$ 600.00
Allendale - 600/700 blk	Pink Tab	\$ 1,875.00	\$ 875.00	\$ 1,000.00
Warren Lane - 600 blk	Yellow Tab	\$ 675.00	\$ 375.00	\$ 550.00
West Matheson Drive	Pigeon Plum	\$ 825.00	\$ 495.00	-
Bay Lane	Satin Leaf	\$ 525.00	\$ 273.00	\$ 525.00
Beechwood Drive	Copper Pod	\$ 1,050.00	\$ 1,190.00	\$ 840.00
Redwood Lane	Ficus trees	\$ 3,000.00	\$ 3,640.00	\$ 1,980.00
West Heather Lane	Green Buttonwood	\$ 750.00	\$ 450.00	\$ 650.00
Greenwood Drive	Silver Buttonwood	\$ 900.00	\$ 540.00	\$ 420.00
Cypress Road	Gumbo Limbos	\$ 825.00	\$ 407.00	\$ 440.00
Harbor Drive - 200 blk	Calophyllum	\$ 2,175.00	\$ 1,073.00	\$ 3,480.00
Buttonwood Drive	Green Buttonwood	\$ 1,875.00	\$ 1,225.00	\$ 3,125.00
	Black Olive	\$ 75.00	\$ 185.00	\$ 150.00
West Heather Drive	Lysiloma	\$ 2,850.00	\$ 1,796.00	\$ 1,710.00
Fernwood Road	Pigeon Plum	\$ 8,175.00	\$ 5,123.00	\$ 4,360.00
	Pigeon Plum	\$ 6,375.00	\$ -	\$ 425.00
Village Green Park and 1 Kapok across on 412 Fernwood Rd	Gumbo Limbos	\$ 2,025.00	\$ 1,053.00	\$ 1,215.00
	Kapok Trees	\$ 150.00	\$ 900.00	\$ 600.00
	Poncianas NW areas	\$ 300.00	\$ 150.00	\$ 260.00
	Yellow tab	\$ 150.00	\$ 74.00	\$ 90.00
	Seagrape	\$ 75.00	\$ 150.00	\$ 200.00
Ridgewood Road	Gumbo Limbos	\$ 6,000.00	\$ 2,960.00	\$ 3,200.00
Myrtlewood Lane	Green Buttonwood	\$ 600.00	\$ 392.00	\$ 1,200.00
<b>Total</b>		<b>\$ 44,250.00</b>	<b>\$ 25,870.00</b>	<b>\$ 29,970.50</b>

Exhibit "B"