

## CONSTRUCTION AND TREE SERVICES AGREEMENT

This Construction Services Agreement (this "Agreement") is entered into on March 8, 2022 but is made effective as of December 15, 2021 (the "Effective Date") between City of John Day ("City"), an Oregon municipal corporation, whose address is 450 East Main Street, John Day, Oregon 97845, and Field's Tree Service, Inc. ("Contractor"), whose address is 265 Elkview Dr. #D, Canyon City, Oregon 97820.

### RECITALS:

A. Contractor is an Oregon construction and tree services contractor engaged in the business of providing labor, materials, equipment, supplies, and related construction services on a contract basis.

B. City desires to perform certain landscaping, tree removal and parks improvements on or about City rights-of-way and within City parks (collectively, the "Property"). City and Contractor desire to enter into this Agreement pursuant to which Contractor will undertake and perform certain construction and tree services concerning or related to the Property.

### AGREEMENT:

NOW, THEREFORE, for and in consideration of the parties' mutual obligations under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### 1. CONSTRUCTION WORK; COMPENSATION

1.1 Description of Work. Contractor will perform and complete the following abatement and related construction work for and on behalf of City concerning or related to the Property (collectively, the "Work"): (a) those services described on the attached Exhibit A; and (b) all other necessary or appropriate services customarily provided by Contractor in connection with its performance of the services set forth in this Agreement. Contractor will complete the Work subject to the terms and conditions contained in this Agreement.

1.2 Schedule of Work. Timely and proper completion of the Work is of the essence to this Agreement. Work shall be Completed (as defined below) no later than November 15, 2022 (the "Completion Date"). For the purposes of this Agreement, the term "Completion" or "Completed" means when City determines, in its sole discretion, that the Work is complete in accordance with this Agreement.

1.3 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely completion of the Work in accordance with this Agreement, City will pay Contractor a total fixed fee not to exceed \$250,000.00 (the "Fixed Fee"). Upon completion of the Work, or portions of the Work, Contractor will submit an invoice or invoice(s) to City concerning the Work (the "Invoice"). City will pay the amount due under the first Invoice (Invoice #20472, Exhibit C) for \$95,276.07 upon execution of this Agreement. Balance of Invoice(s) (collectively not exceeding the Fixed Fee) within thirty (30) days after City has reviewed and approved the Work. City's payment will be accepted by Contractor as full compensation for completing the Work. No compensation will be paid by City for any portion of the Work not completed in accordance with this Agreement. City will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. City will not reimburse Contractor for any expenses incurred by Contractor to complete the Work. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 1.1 and Section 2.1.

#### 2. CONTRACTOR DUTIES, RESPONSIBILITIES, REPRESENTATIONS, AND WARRANTIES

In addition to any other Contractor representation, warranty, and/or covenant contained in this Agreement, Contractor represents, warrants, and covenants to City the following:

2.1 General Duties. Contractor will perform and complete the following at Contractor's cost and expense: (a) furnish all labor, materials, equipment, tools, supplies, and services necessary or appropriate to complete the Work; (b) perform the Work in a good and workmanlike manner; (c) obtain and pay for all licenses, inspections, and permits required by any private and/or public authority in connection with the Work; (d) perform and complete the Work in compliance with all

applicable laws, ordinances, rules, regulations, and orders of any public, private, and/or governmental entity having jurisdiction over the Property and/or the Work, including all applicable public contracting provisions set forth on the attached Exhibit B; (e) properly manage and dispose of all waste, trash, and debris, including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease, in accordance with all applicable laws and regulations; (f) be responsible to City for the acts and omissions of Contractor and/or Contractor's Representatives (as defined below); (g) not cause and/or permit any hazardous substances to be spilled, leaked, disposed of, and/or otherwise released in, on, under, and/or about the Property and/or any surrounding areas; and (h) obtain and maintain all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Work. Contractor will maintain proper licensure and maintain proper insurance and bonding as required under this Agreement. For purposes of this Agreement, the term "Contractor's Representative(s)" means each present and future Contractor employee, representative, subcontractor, and/or agent. Contractor will pay when due all charges for labor and materials incurred by Contractor used in completion of the Work, and will be responsible for keeping the Property free of all liens or other claims related to the Work.

2.2 Independent Contractor; Independent Investigation. Contractor is an independent contractor and not an employee of City. Contractor will be free from direction and control over the means and manner of performing the Work, subject only to the right of City to specify the desired results. City will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from performance of the Work, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor has visited, reviewed, and evaluated the Property (and all surrounding areas) and is satisfied with the nature and condition of the Property (and all surrounding areas) and the general and local conditions, including, without limitation, those bearing upon building materials, disposal, availability of labor, uncertainties of weather, and any other conditions concerning the Property (and all surrounding areas) and/or the Work, and warrants that the consideration for the Work is reasonable in light of such conditions.

2.3 Limited Warranty. Contractor guarantees and warrants the Work against all deficiencies and/or defects in materials, equipment, and workmanship for a period of one year, commencing from the date City determines the Work is Completed. If City discovers a deficiency and/or defect in the Work, Contractor will commence repair or correction of the deficiency or defect within forty-eight (48) hours after City's written notice. Contractor will complete all warranty work diligently and expeditiously until completion (and without cost and/or interruption to City). If Contractor fails to promptly complete the warranty work, City may employ a third party to complete the warranty work. All costs and expenses incurred by City to complete the warranty work will be reimbursed by Contractor immediately on City's written demand. Contractor warrants and guarantees all repair work for one year, commencing on the date the warranty work is completed to City's satisfaction. Contractor's warranty provided under this Section 2.3 is in addition to, and not in limitation of, all other representations, warranties, guarantees, and remedies provided under this Agreement.

### 3. INSURANCE AND INDEMNIFICATION

3.1 Insurance. Contractor will maintain public liability and property damage insurance against death or injury to persons and physical loss or damage to property, which insurance will include perils of fire, theft, vandalism, Acts of God, and malicious mischief; the insurance will include coverage for contractual liability and "products-completed operations" that will apply for a period of two years from the date the Work is determined Completed. The insurance required under the immediately preceding sentence will be in the form of general liability and property damage insurance (occurrence version) against personal injury claims arising out of Contractor's activities on, or any condition of, the Building with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate. Contractor will obtain and maintain the following insurance: (a) commercial automobile insurance with limits of no less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage, for any and all automobiles used in the prosecution of the Work; and (b) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to City and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name City and City's Representatives as additional insureds. Contractor's insurance will be primary, and any insurance carried by City will be excess and noncontributing. Contractor will provide evidence of the insurance coverage (including applicable endorsements) required to be maintained by Contractor under this Section 3.1 prior to commencement of the Work and upon City's demand. All policies of insurance Contractor is required to carry under this Agreement will provide that the insurer waives the right of subrogation against City. For purposes of this Agreement, the term "City's Representative(s)" means each present and future City officer, employee, representative, contractor, and/or agent.

3.2 Indemnification. Contractor releases and will defend, indemnify, and hold City and City's Representatives for, from, and against any and all claims, actions, proceedings, damages, liabilities, judgments, penalties, fines, costs, and

expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, completion of the Work and/or Contractor's breach and/or failure to perform any representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.2 will survive the termination of this Agreement.

#### 4. TERMINATION AND DAMAGES

4.1 Termination. City may terminate this Agreement (and Contractor's completion of the Work) immediately upon written notice to Contractor if City determines that City's legal authority to access the Property and perform the Work is restricted, limited, and/or prohibited by law or otherwise. If Contractor (a) fails to timely prosecute the Work continuously with sufficient laborers and equipment to ensure its completion by the Completion Date, (b) fails to complete the Work in accordance with this Agreement, (c) fails to pay its obligations as and when they become due, (d) breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement, and/or (e) gives City cause to doubt Contractor's ability to timely, fully, and properly complete the Work (or any other obligation hereunder), such act(s) or omission(s) will constitute a default by Contractor under this Agreement. City may terminate this Agreement immediately on written notice to Contractor if City determines in its sole discretion that Contractor is in default under this Agreement as provided under this Section 4.1.

4.2 Damages. If City terminates this Agreement under Section 4.1, City may take over the prosecution of all or any portion of the Work and may complete it with its own forces or otherwise, or use such other measures as in City's sole discretion are necessary or appropriate to prevent delay or damages. Completion of the Work, or any portion thereof, will not constitute a forfeiture of City's right to recover damages from Contractor for Contractor's delay or failure to complete the Work. Upon City's termination of this Agreement, City will reimburse Contractor for any unpaid labor and materials and for Contractor's reasonable overhead and profit earned through the date of termination for Work Contractor has completed (to City's satisfaction) through the date of termination, subject to reasonable retainage to allow City to correct any deficiencies in Contractor's performance of the Work. City's decision to terminate this Agreement will not constitute City's sole remedy; rather, City will have all remedies available to City under this Agreement and at law or in equity.

#### 5. MISCELLANEOUS

5.1 Costs; Attorney Fees. Contractor will bear Contractor's own fees, costs, and expenses incurred in connection with this Agreement. If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

5.2 Time of Essence; Notices. Time is of the essence with respect to all dates and time periods in this Agreement. Any notice required under this Agreement must be in writing. All notices required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.

5.3 Amendment; Waiver; Severability; Governing Law. This Agreement may be amended only by a written document signed by both parties. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.

5.4 Further Assurances; Termination; Survival. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it

occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, the indemnification obligations under Section 3.2 and the warranty obligations under Section 2.3. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

5.5 Entire Agreement; Interpretation; Discretion. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. When City is exercising any consent, approval, determination, and/or similar discretionary action under this Agreement, the standard will be City's sole discretion.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

CITY:  
City of John Day,  
an Oregon municipal corporation

CONTRACTOR:  
Field's Tree Service, Inc.,  
an Oregon corporation

\_\_\_\_\_  
By: Nicholas Green, City Manager

\_\_\_\_\_  
By: Raymond Field, Manager

Exhibit A  
Description of Work

In addition to all other work and services identified in this Agreement, Contractor will perform the following Work subject to the terms and conditions contained in Contractor's Proposal dated December 2021, enclosed.





# Contract Proposal

City of John Day

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Xeriscaping  
Commercial Water Feature  
Landscaping  
Arboriculture

**DEC, 2021**

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**Field's Tree Service, LLC**  
Raymond Field  
CCB 213473  
(541) 620-2451

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# Scope of Work

## Executive Summary of Contract Agreement

This summary outlines a detailed plan of how my business intends to create a special and unique outdoor paradise for the Innovation Gateway, Charolais Intersection, Davis Creek Trail, Hill Family Park and river-front property. This project was created by the City of John Day and the services will be performed by Field's Tree Service, LLC.

Through xeriscaping, landscaping, arboriculture and water feature construction, the focus areas will be transformed to a beautiful outdoor experience that everyone can benefit from.

### Field's Tree Service, LLC professional experience offers:

Arboriculture practices

Tree trimming, hazard removals

Preservation & Restoration

Planting, grafting, disease treatment and consultation

Chipping, stump grinding

Xeriscaping, landscaping, land development

Water feature construction, rock work, construction

## Charolais Heights Intersection

### Commercial Water Feature Construction, Xeriscaping and Landscaping

The focus on the new Charolais Intersection will encompass the construction of a multi-level water feature that was designed to please viewers from four different vantage points. The water feature will bring beauty and nature sounds that will be viewable at night with aquatic lights. Accent lights will illuminate unique portions, and special additions to the design area.

The area around the water feature will mimic a combination of residential neighborhood landscaping and natural High Desert xeriscaping. This will include planting aesthetic tree species, native plants and nursery plants. All native plants will not require any maintenance or watering. All nursery plants will be watered by a dripline with a methodology known as hydro-zoning. All species are specifically selected to match soil pH, growing zones, functionality and aesthetic value and size.

This design will enhance lives of those who live in the neighborhood, and will be a significant contribution to the value of individual homes and the surrounding areas.



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# Hill Family Park Areas

## Rock Work, Picnic Area, Rest Area, Walking Path, Landscaping, Construction

The Hill Family Park design will incorporate a landscaped picnic area under the old-growth Elm Trees along the John Day River. This will allow for families and visitors to spend time in a peaceful natural park setting. There will be stairs constructed to the paved path and walking bridge, along with boulder work to enhance the park-like feel of the new bridge.

Landscaping and xeriscaping will bring this entire area, and the walking path to 7<sup>th</sup> street to life. This design will give people a natural park and walking setting that will connect the 7<sup>th</sup> Street Complex with the Hill Family Park.

A natural landscape and rockery design will be the focal point when entering the park. This design was inspired from natural rocky areas with native vegetation in the Malheur National Forest.

The landscaping and xeriscaping will continue to the rest area that is currently under construction.

# Davis Creek Trail and River Trail

## Natural Enhancements, Viewing Platforms, Construction

Along the Davis Creek and River Trails there will be a number of services performed that will enhance the experience for walkers, bird watchers and outdoor enthusiasts.

Trees and shrubs will be trimmed to allow for a natural appearance, yet mitigating major hazards.

The ground and natural landscape will be groomed to allow for a soothing visual experience while preserving a natural visual appearance. Vantage points will be constructed for people to view the river and natural habitat safely and peacefully. Rock work, natural fuels work, and construction will be the main focus on the trails. The idea behind these two areas is to preserve the natural beauty while providing an exceptional, and peaceful natural area for the public to enjoy.



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# Allocated Funds

## Funding & Project Timeline

There has been \$250,000 allocated for the selected areas, and my business will not exceed that amount.

Hundreds of pre-purchased native plants that are being specifically grown for the project by a native plant nursery. I have contacted large scale farms and reserved specific trees and plants for all areas that correspond to the design plans laid out.

I have also purchased all water feature supplies, irrigation materials, and I have made arrangements for soil, mulch, rock products and other materials needed for all of the project sites.

Project planning started in December 2021. Services for the projects will begin mid-January 2022, and is projected to be completed by Fall of 2022.

Exhibit B  
Public Contracting Provisions

- (1) Contractor will make payment promptly, as due, to all persons supplying to Contractor labor or materials for the performance of the Work provided for in this Agreement. [ORS 279C.505(a)]
- (2) Contractor will pay all contributions or amounts due the Industrial Accident Fund from Contractor incurred in the performance of the Agreement. [ORS 279C.505(b)]
- (3) Contractor will not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or materials. [ORS 279C.505(c)]
- (4) Contractor will pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505(d)]
- (5) Contractor will demonstrate that an employee drug testing program is in place. [ORS 279C.505(2)]
- (6) If the work involves demolition, this Agreement will contain a condition requiring Contractor to salvage or recycle construction and demolition debris, if feasible and cost-effective. [ORS 279C.510(1)]
- (7) If the work involves lawn and landscape maintenance, Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost-effective. [ORS 279C.510(2)]
- (8) If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor by any person in connection with this Agreement as the claim becomes due, the proper office or officers representing the state or county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Contractor by reason of this Agreement. [ORS 279C.515(1)]
- (9) If Contractor fails, neglects, or refuses to make payment to a person furnishing labor materials in connection with the public improvement agreement within 30 days after receipt of payment from the contracting agency or a contractor, Contractor will owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor on the amount due will equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. [ORS 279C.515(2)]
- (10) If Contractor fails, neglects, and/or refuses to make payment to a person furnishing labor or materials in connection with this Agreement, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The payment of a claim does not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims. [ORS 279C.515(3) and (4)]
- (11) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of agreements for personal services as defined in ORS 279C.100, the employee will be paid at least time and a half pay:
  - (a) for all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
  - (b) for all overtime in excess of 10 hours in any one day or 40 hours in one week when the work week is for consecutive days, Monday through Friday; and
  - (c) for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. [ORS 279C.520(1)]

(12) Contractor must give notice in writing to employees either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. [ORS 279C.520(2)]

(13) Contractor will give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of Work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. [ORS 279C.520(5)(b)]

(14) Contractor will promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contractor, or agreement for the purpose of providing or paying for the services. [ORS 279C.530(1)]

(15) Contractor and any subcontractors working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279C.530(2)]

(16) The existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 276a) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the agreement either by the Contractor or other person doing or contracting to do the whole or any part of the Work contemplated by this Agreement. [ORS 279C.830 (1)(a)]

(17) Workers will be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. [ORS 279C.830(1)(c)]

(18) Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before commencing the Work, unless exempt under ORS 279C.836 (7) or (8).

(a) Contractor must have a public works bond filed with the Construction Contractors Board before commencing the Work, unless exempt under ORS 279C.836 (4), (7), (8), or (9).

(b) Contractor must require every subcontractor to have a public works bond filed with the Construction Contractors Board before commencing any Work, unless exempt under ORS 279C.836 (7) or (8). [ORS 279C.830 (3)]

Exhibit C

Work Invoice

Field's Tree Service, LLC  
(541) 620-2451  
P.O. Box 370  
John Day, OR 97845  
CCB# 213473  
[Field.raymond@yahoo.com](mailto:Field.raymond@yahoo.com)

Invoice #20472

City of John Day, Nick Green [green@grantcounty-or.gov](mailto:green@grantcounty-or.gov)  
Aaron Lieuallen, [lieuallen@grantcounty-or.gov](mailto:lieuallen@grantcounty-or.gov)  
John Day, OR 97845



Job detail

Innovation Gateway Beautification Projects

- Charolais Heights Intersection (under construction)
- Path from 7<sup>th</sup> Street/Area North of new bridge (under construction)
- Hill Family Park (under construction)
  
- River Trail/Davis Creek Trail (will begin in March)

Invoice from December 20, 2021 to February 28, 2022.

-Ewing Irrigation	\$3,547.87
-True Value pvc	\$3,150
-Irrigation trenching	\$260
-Tidewater and Jeremy Finley	\$6,918.2
-Grass seed, fertilizer, mulch, travel, labor	\$9,500
-Native plant farm (not hydro-zone nursery plants and trees)	\$4,500
-Labor from date range	\$67,400

\*Other tree and plant orders are ordered, but not paid for yet. I will Put those on another invoice because they will most likely change.

Total  
\$95,276.07