THE CITY OF KEY WEST – Tree Commission
Post Office Box 1409, Key West, FL 33041-1409
(305) 809-3768

Tree Commission
MEMORANDUM

Date: February 11, 2020

From: Karen DeMaria, Urban Forestry Manager KD

Reference: Use of Tree Fund Money for the Purchase and Planting of Trees in the Mallory Square Walkway

On November 12, 2020, the Tree Commission accepted the amount of $4,617.50, monies that were withheld from the final payment to the contractor doing work for the City at Mallory Square (PAC Comm, Inc-Aquarium Seawall Repair work), as settlement for the tree abuse and tree removal incident in the cable hut/walkway area of Mallory Square (see attached photo).

On January 28, 2020, a request was sent to eight landscape companies that routinely do work in the City of Key West, for estimates to purchase and plant trees in the walkway by the Aquarium Bridge/Cable Hut area. It was requested that the estimates include the purchase of the trees, removal of the existing, damaged Gumbo limbo and its roots, the planting of the new trees, materials needed for bracing (if needed), and white gravel for a finished look. A potential planting plan to replicate the existing walkway planting along that area was included with the attachments. The goal is to plant the area similar to the adjacent walkway planting areas and to provide a safe vegetative barrier at the end of the walkway planter with the pedestrian bridge.

Trees Requested:

2-Sabal Palms with at least 10 ft of trunk/wood

2-65 gallon Gumbo Limbo trees

3-Thatch Palms with at least 3 ft of trunk/wood

The request for work will exceed the amount that has already been put aside to do some plantings in this area. It is requested that the excess monies required to complete this work come from the Tree Fund account ($2,834.56 - $3,941.25).

ESTIMATES:

$7,452.06	Ecoscapes Native Caribbean Gardens
$7,600.00	Shade Tree Inc
$8,558.75	Blue Native Landscape & Irrigation

Karen- City Key West
1300 White Street
Key West Fl 33040

Proposal
Mallory Square Walkway Planting
2/4/2020

ECOSCAPES
native caribbean gardens

Qty.	Botanical Name	Common Name	Specifications				
2	*Bursera simaruba*	Gumbo Limbo	12-14' oa	$	695.00	$	1,390.00
2	*Sabal palmetto*	Cabage Palm	regenerated roots- 12'-16' oa staggered	$	722.80	$	1,445.60
3	*Thrinax morrisii*	Keys Thatch Palm	5-6' ph..	$	625.50	$	1,876.50
	Misc.						
4	*Crew and equipment to demo ,dispose and prep*			$	225.00	$	900.00
1	*Dump fee*			$	240.00	$	240.00
1	*Delivery*			$	300.00	$	300.00
4	*Bracing 2x4 post and straping*			$	39.60	$	158.40
3	*Soil Blend*		yards	$	59.40	$	178.20
8	*3/4" White Gravel*		yards	$	120.42	$	963.36

Total Project -material and installation **$ 7,452.06**

No Irrigation in the proposal.
City is responsible for watering.

Mailing:
1021 Washington Street
Key West Fl. 33040

Shade Tree, Inc.
P.O. Box 1341
Key West, FL 33041
(305) 340-8094 shadetreeservices@yahoo.com

Estimate

Date	Estimate #
2/5/20	867

City of Key West
Karen DeMarie
1300 White St.
Key West, FL. 33040

Job Note:

MALLORY WALKWAY

Terms	

Qty	Item	Description	Rate	Total
2	SABAL PALM	10' GREY WOOD. DELIVER AND INSTALL IN MITIGATED TOP SOIL, BRACE FOR ESTABLISHMENT PERIOD.	385.00	770.00
2	GUMBO LIMBO	65 GALLON. DELIVER AND INSTALL IN MITIGATED TOP SOIL, BRACE FOR ESTABLISHMENT PERIOD.	925.00	1,850.00
3	THATCH PALM	3' CT. 9' OA. DELIVER AND INSTALL IN MITIGATED TOP SOIL, BRACE FOR ESTABLISHMENT PERIOD.	685.00	2,055.00
1	GUMBO LIMBO	REMOVE AND GRIND STUMP AND REMOVE ALL JOB RELATED DEBRIS.	1,125.00	1,125.00
8	YARDS	1/2 WHITE STONE TO REFURBISH PLANTING BEDS.	225.00	1,800.00
		Total		$7,600.00

Signature denotes acceptance of terms: _____ Date: _____

Blue Native
Landscape & Irrigation

Proposal

CITY OF KEY WEST
1300 WHITE STREET
KEY WEST, FL 33040

Sales: Bobby Williamson
Mallory Square-Walkway-LC-EST1674570
400 Wall Street Key West, FL 33040

Est ID: EST1674570
Date: Feb-07-2020

Email: kdemaria@cityofkeywest-fl.gov
Phone: 305-809-3768

Landscape Construction

- Estimate to deliver & install the following landscape material along the Mallory Square Walkway by the Aquarium Bridge/Cable Hut area
- Estimate includes the removal & disposal of existing, damaged Gumbo limbo Tree and roots, materials needed for bracing, and white gravel for a finished look

	Landscape Construction Crew	
2	Sabal Palm, Sabal palmetto	10' CT
2	Gumbo Limbo, Bursera simaruba - 65 Gallon	14-16ft HT
3	Key Thatch Palm, Thrinax morrisii	8' Tall
5 CY	Soil, 50/50	
6 CY	White Gravel	3" Thick

Estimate Total **$8,558.75**

Acceptance of Work

- Blue Native of the Florida Keys, Inc. (Contractor) and City of Key West (Client) agree to services, conditions, materials, and total dollar amount.
- Contractor will commence the Work at the agreed time and place, and continue such Work diligently and without delay, in a good and workmanlike manner, and in strict conformity with the specifications and requirements contained herein and in any related Order.

Payment Terms and Conditions

- Client agrees to pay total dollar amount before due date on final invoice to avoid 1.5% penalty for late payment.
- The act of non-payment creates a lien in favor of the Contractor.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor.

Exclusions

- Electrical Work is to be done by a certified electrician only and is always additional to the Contract.
- Iron railings removed during construction are always re-attached at an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost.
- Painting and Staining.
- Conduit and connections for underground electrical, gas, and all other utilities and services.
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges.

Procedure for Extra Work and Changes

- If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, reports, or specifications for any part of the project or reasons over which Contractor has no control, or are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Client will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis.
- All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.
- Extras to the Contract are payable by the Client forthwith upon receipt of the Contractor's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars ($1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Client approval. For Changes in scope of less than one thousand dollars ($1,000.00), the Contractor will provide the Client notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Warranty and Tolerances

- Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- Diligence: the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- Competence: the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
  Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation and

may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in Agreement

- Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities. Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.
  Building/Window/Vehicle Washing: Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

Material Tolerances

- Landscape: Contractor warrants the installation, workmanship, design, and material. Material is guaranteed to be true to name and maintain a healthy condition except for normal shock of transplanting for one (1) year following installation completion provided they have been given care by the Client in a manner acceptable to Contractor.
- Irrigation: Contractor warrants the installation, workmanship, design and materials employed in connection with the underground irrigation system for one (1) year following installation completion.
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- Metal: Metal, which is not galvanized, is not guaranteed form rusting commencing immediately after installation.
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect.
- Failure to properly maintain materials or horticulture installations will void the warranty.
- Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrant-able items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, broken irrigation or drainage pipes, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor.
- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor – prior to purchasing and/or installing such materials.

Karen DeMaria

From: Karen DeMaria
Sent: Tuesday, January 28, 2020 9:52 AM
To: Louis Perez, Jr.
Subject: FW: Mallory Walkway Planting Estimate
Attachments: Mallory Walkway Estimate Info 1-27-20.pdf

I am requesting estimates to purchase and plant some trees along the Mallory Square Walkway by the Aquarium Bridge/Cable Hut area (see attached photos and map locations). Please include in your estimate the purchase of the trees, removal of the existing, damaged Gumbo limbo and its roots, the planting of the new trees, materials needed for bracing (if needed), and white gravel for a finished look. A potential planting plan is included with the attachments. The goal is to plant the area similar to the adjacent walkway planting areas.

Trees:

2-Sabal Palms with at least 10 ft of trunk/wood

2-65 gallon Gumbo Limbo trees

3-Thatch Palms with at least 3 ft of trunk/wood

If you have any questions, feel free to callme.

Sincerely,

Karen

Karen DeMaria
Urban Forestry Manager
Certified Arborist FL# 6585A
City of Key West Planning Department
1300 White Street, Key West, FL 33040
305-809-3768

MALLORY SQUARE WALKWAY (February 2018 dated photo)

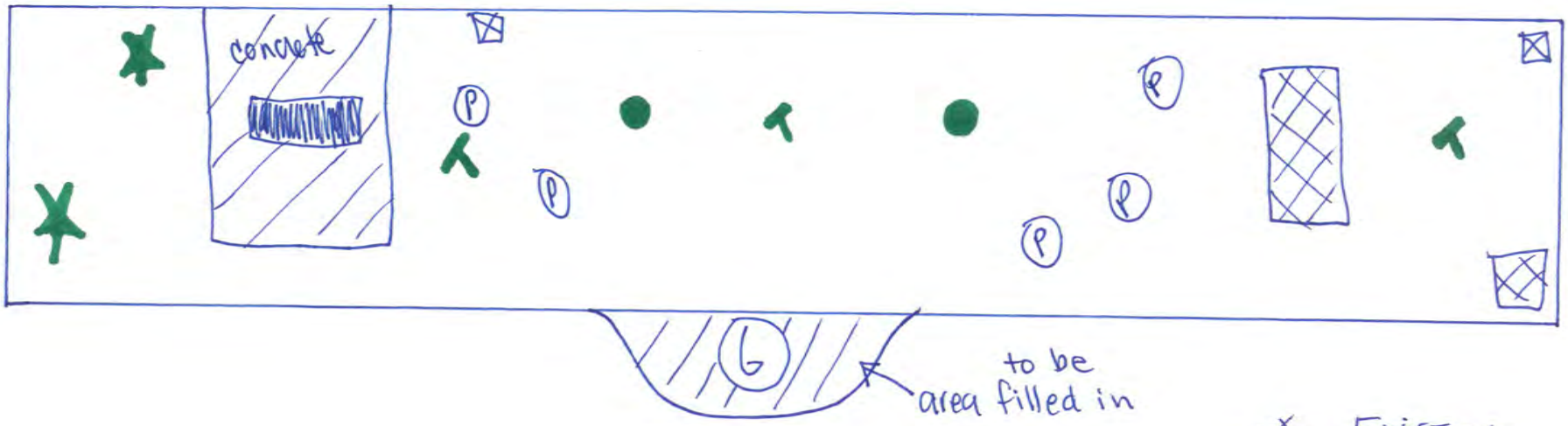
Potenial Sabal Palm planting location

New Potential Gumbo Limbo planting location

Potential Thatch Palm planting location

(G) EXISTING GUMBOLIMBO (Damaged- to be removed)

(P) EXISTING PLANTS (LiLies)



EXISTING STructures

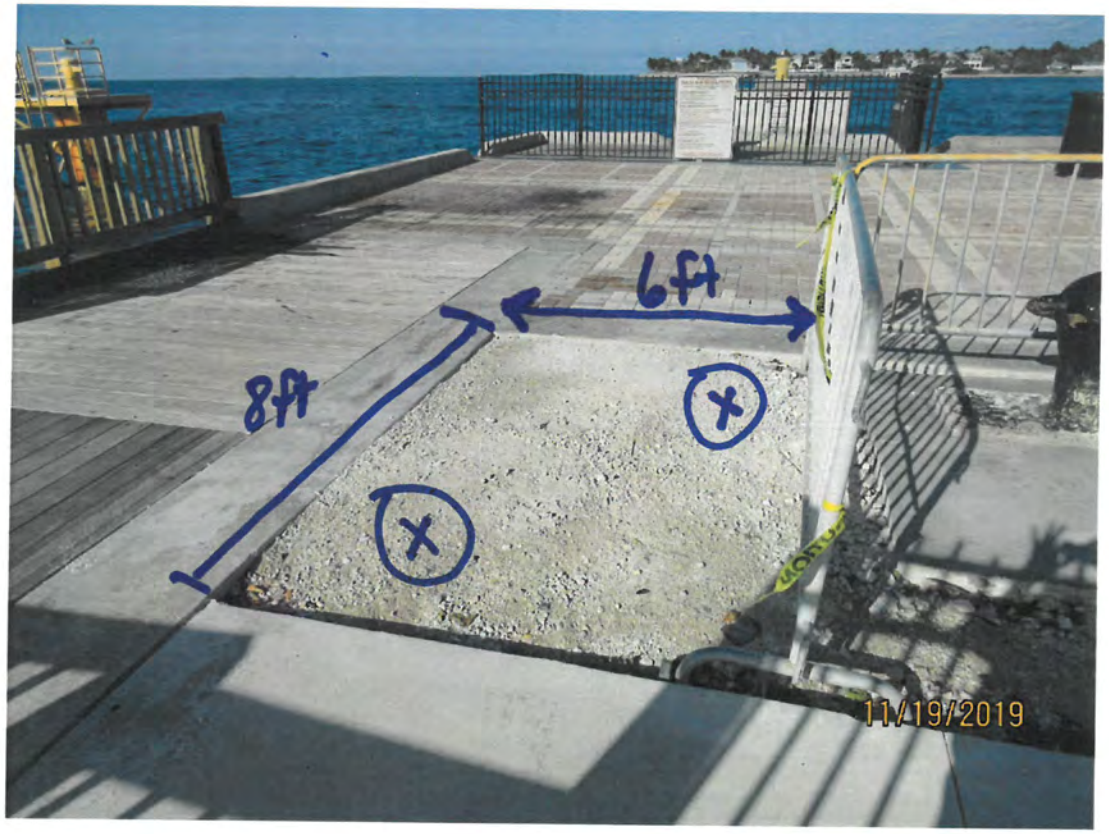
1-27-20/KKD

Mallory Square Walkway

Gumbo limbo to be removed (damaged during construction work in area)

(x) Potential planting locations

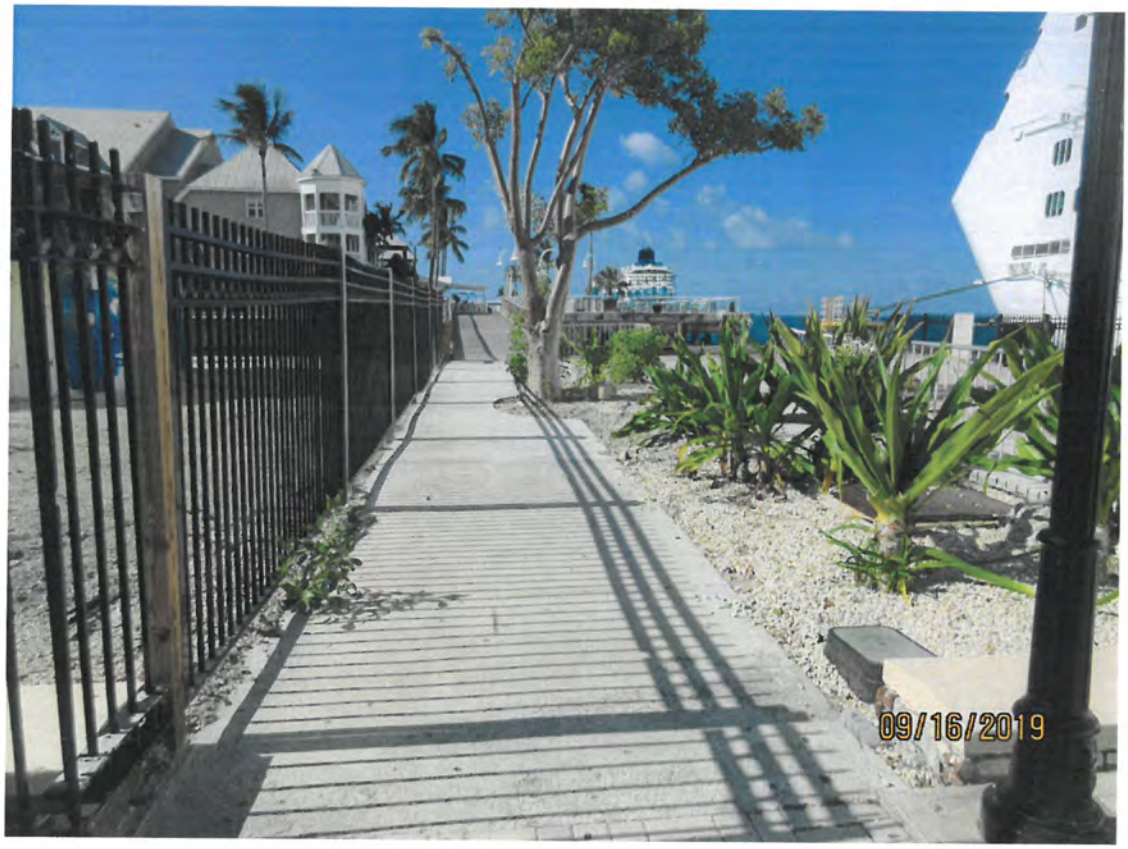
01/27/2020


6ft
8ft
11/19/2019

(x) Potential Planting areas

remove

Fill in (city)



work area

Existing plantings in other walkway area planters at Mallory Square