



THE CITY OF KEY WEST – Tree Commission

Post Office Box 1409, Key West, FL 33041-1409
(305) 809-3768

Date: February 11, 2020

From: Karen DeMaria, Urban Forestry Manager *KD*

Reference: Use of Tree Fund Money for the Purchase and Planting of trees at Mallory Square Promenade (Phase 2)

On January 23, 2020, an e-mail was sent to seven landscape companies that routinely do work in the City of Key West, requesting estimates for the purchase and planting of (5) Large trees and (1) Lignum vitae tree at Mallory Square. This work will complete the planting of old planting areas in the main promenade area (see attached map). The planters for the large trees are 7x7 ft in size. The lignum vitae will be planted in an existing raised planter, approximately 3x3 ft in size. The City will remove the existing concrete covers in the large planters and will supply water during the planting. The City will also water the trees once they are planted. The estimate includes the purchase, delivery of trees to Mallory Square, clean soil for planting, labor to plant and brace the trees, and materials to brace the trees. It was requested that estimates be submitted to the Urban Forester by Thursday, February 6, 2020 with hopes of having the planting done in March or April 2020.

Requested Trees:

- 1-200 or 300 gallon Royal Poinciana tree (*Delonix regia*)
- 2-200 gallon Sabicu trees (*Lysiloma sabicu*)
- 2-200 gallon Mahogany trees (*Swietenia mahogani*)
- 1-Lignum vitae (*Guaiacum sanctum*), 2-3 inch diameter to match the other lignum vitae in the eastern raised planter on-site

ESTIMATES RECEIVED:

\$20,450.56	Ecoscapes Native Caribbean Gardens
\$23,600.00	Shade Tree, Inc
\$34,297.50	Blue Native Landscape & Irrigation

It is recommended that the estimate from Ecoscapes be accepted and approved.

Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.

Tree Commission
MEMORANDUM

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

Proposal
 Mallory Square Tree Planting
 2/4/2020



Qty.	Botanical Name	Common Name	Specifications			
1	<i>Delonix regia</i>	Royal Poinciana	20'oa ; . 200- 300 gal.	\$	3,916.00	\$ 3,916.00
2	<i>Lysiloma sabicu</i>	Sabicu	16-18'oa ; 8-10 'wide. 200 gal.	\$	2,640.00	\$ 5,280.00
2	<i>Swietenia mahogani</i>	Mahogany	20' ph. 10' wide. 200 gal.	\$	3,560.00	\$ 7,120.00
1	<i>Guaiaicum santum</i>	Lignum Vitae	45 gal. - 2-3" cal. 7'x5'	\$	2,848.00	\$ 2,848.00
Misc.						
1	<i>Delivery</i>			\$	550.00	\$ 550.00
6	<i>Bracing 2x4 post and straping</i>			\$	39.60	\$ 237.60
3	<i>Soil Blend</i>		yards	\$	59.40	\$ 178.20
3	<i>3/4" Gravel</i>		yards	\$	106.92	\$ 320.76

Total Project -material and installation \$ 20,450.56

City to assit with concrete removal. Ecoscapes will excavate planter and haul off excess fill and debris. 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	866

Job Note:

MALLORY SQUARE

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

Terms	
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Qty	Item	Description	Rate	Total
1	ROYAL POINCIANA	200 GALLON. DELIVER AND INSTALL IN MITIGATED TOP SOIL AND BRACE AS SPECIFIED.	3,650.00	3,650.00
2	SABICU TREES	200 GALLON, DELIVER AND INSTALL IN MITIGATED TOP SOIL AND BRACE AS SPECIFIED.	3,950.00	7,900.00
2	MAHOGANY TREE	200 GALLON, DELIVER AND INSTALL IN MITIGATED TOP SOIL AND BRACE AS SPECIFIED.	3,650.00	7,300.00
1	LIGUSTRUM TREE	2"-3" CALIPER. 100 GALLON DELIVER AND INSTALL IN MITIGATED TOP SOIL AND BRACE AS SPECIFIED.	3,450.00	3,450.00
2	FREIGHT CHARGE	FREIGHT TO KEY WEST	650.00	1,300.00
Total				\$23,600.00

Signature denotes acceptance of terms: _____ Date: _____



Proposal

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

Sales: Bobby Williamson
Mallory Square-Promenade-LC-EST1679878
400 Wall Street Key West, FL 33040

Est ID: EST1679878
Date: Feb-07-2020

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

Landscape Construction

- Estimate includes delivery & installation of the following landscape materail at Mallory Square
- This work will complete the planting of old planting areas in the main promenade area
- The planters for the large trees are 7'x7'
- The lignum vitae will be planted in an existing raised planter, approximately 3'x3'
- The City of Key West will remove the existing concrete covers in the large planters and will supply water during the planting. The City of Key West will also water the trees once they are planted

Landscape Construction Crew

Forklift LULL, 12,000 LBS, 50' Reach

1	Royal Poinciana, Delonix regia - 200 Gallon	6-8in Cal, 18-20ft HT, 10-12ft Spr
2	Swietenia mahagoni Mahogany Tree - 200 Gallon	
1	Guaiacum sanctum Lignum Vitae - 100 Gallon	
2	Lysiloma sabicu Wild tamarind, Horseflesh Mahogany - 100 Gallon	
10 CY	Soil, 50/50	
6 CY	White Gravel	3" Thick
	Transportation	Landscape Material to Key West
	Transportation	Aggregate Material to Key West

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 from 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: Thursday, January 23, 2020 5:27 PM
To: Karen DeMaria
Subject: Request for Estimates-Mallory Square Promenade Purchase and Planting
Attachments: Mallory Square Promenade planting Phase 2.pdf

The City of Key West is requesting estimates for the purchase and planting of (5) Large trees and (1) Lignum vitae tree at Mallory Square. This work will complete the planting of old planting areas in the main promenade area (see attached map). The planters for the large trees are 7x7 ft in size. The lignum vitae will be planted in an existing raised planter, approximately 3x3 ft in size. The City will remove the existing concrete covers in the large planters and will supply water during the planting. The City will also water the trees once they are planted. The estimate should include the purchase, delivery of trees to Mallory Square, clean soil for planting, labor to plant and brace the trees, and materials to brace the trees.

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Estimates must be submitted to the Urban Forester by Thursday, February 6, 2020. We hope to have the planting done in March or April 2020. Please contact me if you have any questions.

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 PROMENADE (February 2018)
photo date

Planting locations January 2020



 Planting locations
w/ numbers

A = Lignum vitae location

1-23-20
KD

Karen DeMaria

From: Karen DeMaria
Sent: Friday, January 24, 2020 11:50 AM
To: Karen DeMaria
Subject: FW: Request for Estimates-Mallory Square Promenade Purchase and Planting-photo added
Attachments: Mallory Square Promenade planting Phase 2.pdf; 005.JPG

FYI

I have attached a photo showing the base of a recently planted canopy tree with bracing at Mallory Square. This is what the trees and area must look like when planting is completed.

Sincerely,

Karen

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Karen

Karen DeMaria



07/26/2019