

Truman Waterfront Park
W of Fort St - N of KW Naval Base
Key West, FL 33040

8/9/2021



PLANT LIST

Qty.	Botanical Name	Common Name	Specifications				
TREES AND PALMS							
9	<i>Conocarpus erectus</i>	Green Buttonwood	10-12' x 4'; 1.5" cal @DBH;	\$	328.05	\$	2,952.45

ADDITIONAL ITEMS

9	<i>Bracing- 2x4" and wellington tape</i>			\$	42.90	\$	386.10
1	<i>Delivery</i>			\$	150.00	\$	150.00
3	<i>Planting soil-</i>		yards- 50/50 sand/soil mix	\$	50.05	\$	150.15
18	<i>mulch</i>		Bags	\$	7.32	\$	131.76
1	<i>Disposal- spoils misc debris</i>		Yards	\$	100.00	\$	100.00

Total **\$ 3,870.46**

Mailing:
1021 Washington Street
Key West Fl. 33040



No irrigation included in this proposal.

Ecoscapes will water at time of planting and not responsible for watering after planting



Miami-Dade County Branch:
255 NE 3rd Drive
Homestead, FL 33030

Monroe County Branch:
1010 Kennedy Drive, Suite 305
Key West, FL 33040

O: 305-872-4050
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Proposal

Truman Park Tree Planting - Key West, FL
EST 3473 20210804 L
Thursday, August 05, 2021

Estimator
Ukendran Gopi

Salesperson
Rey Garcia
rey@bluenativekeys.com

Job Address:
Ft. Zachary circle
Key west, FL 33040

Billing Address:
City Of Key West
1300 White Street
Key West FL 33040

Qty	Description	Unit Price	Price
1	Complete Landscape Package - Commercial Landscape Construction <ul style="list-style-type: none">Green Buttonwood, Conocarpus erectus, 45 Gallon, Ht - 12ft, 9 eaTransportation, 1 eaFlorida Select - Natural Eucalyptus Mulch, 27 eaTop Soil. Per Bag, 18 ea	\$6,380.65	\$6,380.65
Proposal Notes: <ul style="list-style-type: none">Watering during planting is included.Permit by others.Maintenance and Irrigation are not included.Bond fee is not included.Top soil is considered for 2".			

Signature

Date

Total: \$6,380.65

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 its 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. The Contractor does not warranty any transplants.
- **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 for the Warranty to remain in effect.
- **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, negligence, extreme or unusual weather conditions, act of God and similar and/or related situations, normal wear and tear– 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 effect 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.



Blue Native
Landscape & Irrigation