



## THE CITY OF KEY WEST – Tree Commission

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

# Tree Commission MEMORANDUM

Date: May 9, 2022

From: Karen DeMaria, Urban Forestry Manager

Reference: Use of Tree Fund Money for Purchase and Planting of Two Coconut Palms on North Roosevelt Blvd

On April 12, 2022, a request for estimates was sent to 6 different landscape companies that normally do landscape and tree deliveries in the City or have done work for the city in the past (Blue Native, Brightview, Ecoscapes, Just Keys Trees, Mama's Garden Center, and Shade Tree Inc).

The request asked for submittal of the estimates by May 2, 2022 and asked for the purchase of 2-Maypan Coconut Palms (*Cocos nucifera* 'maypan') to be planted on N. Roosevelt Blvd in the promenade/sidewalk to be done by June 30, 2022. There are currently 2 missing palms due to car accidents (across from McDonalds and across from the old Sears Auto). The City would provide a water truck during the planting and will be responsible for the watering once the palms are planted.

By May 2, 2022, two estimates were received, Blue Native and Shade Tree Inc. One other company had expressed interest in submitting an estimate, Brightview. When further contacted Brightview stated at this time that they would not be bidding on this project.

Estimates:

Shade Tree	\$5,900.00
Blue Native	\$6,380.66

Both companies that submitted estimates are qualified to do the work and estimates meet the request parameters. Therefore, based on the information listed above, it is in the City's best interest to proceed with the estimate from Shade Tree for \$5,900 being the lowest cost.

**Shade Tree, Inc.**

P.O. Box 1341

Key West, FL 33041

(305) 340-8094 shadetreeservices@yahoo.com

**Estimate**

Date	Estimate #
4/15/22	1506

Job Note:

ROOSEVELT REPLACEMENTS

City of Key West

Karen DeMarie

1300 White St.

Key West, FL. 33040

Terms	
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Qty	Item	Description	Rate	Total
2	MAYPAN COCONUT	16' CT. DELIVER AND INSTALL IN MITIGATED 50/50 TOPSOIL. BRACE FOR ESTABLISHMENT PERIOD. (ONE YEAR) WARRANTY ONE YEAR FROM INSTALL DATE.	2,950.00	5,900.00
			<b>Total</b>	<b>\$5,900.00</b>

Signature denotes acceptance of terms: \_\_\_\_\_ Date: \_\_\_\_\_



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

O: 305-872-4050  
F: 305-489-6489

## Proposal

City of KW Maypan Replacement  
Tuesday, May 03, 2022

Estimator  
CJ Arce

Salesperson  
Rey Garcia  
rey@bluenativekeys.com

Job Address:  
4th and 5th N. Roosevelt Blvd.  
Key west, FL 33040

**Billing Address:**

City of Key West  
6021 College Rd  
Key West FL 33040  
mlabrada@charleytoppino.com

Qty	Description	Unit Price	Price
2	<b>Landscape</b> <ul style="list-style-type: none"><li>Coconut Palm, Cocos nucifera "Maypan", Field Grown, 16' Clear Trunk</li></ul>	\$3,190.33	\$6,380.66

Qty	Description	Unit Price	Price
1	<b>Alternate</b> <ul style="list-style-type: none"><li>Coconut Palm, Cocos nucifera "Maypan", Field Grown, 16' Clear Trunk</li></ul>	\$3,190.33	\$3,190.33

Blue Native  
Landscape & Irrigation

Signature

Date

Total: \$6,380.66

**This estimate is not guaranteed. The price named above is an approximation based on the project requirements as defined by the client. Actual cost may change after all elements are negotiated and finalized. Client will be notified of any such changes in advance. Due to volatility in current market, this estimate remains valid for 45 days, after which prices are subject to change based on supply.**

### **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.





## Karen DeMaria

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**From:** Colin Chapman <Colin.Chapman@brightview.com>  
**Sent:** Friday, May 6, 2022 12:24 PM  
**To:** Karen DeMaria  
**Subject:** [EXTERNAL] Re: [EXTERNAL] Re: [EXTERNAL] Re: Maypan Coconut Palms-Purchase and Install N. Roosevelt Blvd

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Karen,

It was nice to see you today. We will not be bidding this project; thanks again for the opportunity and please let me know of any future opportunities.

Thank you,

Colin Chapman  
Account Manager  
BrightView Landscape Services  
Cell: [\(786\) 239-4158](tel:7862394158)  
Fax: [\(305\) 258-0809](tel:3052580809)  
[Colin.Chapman@brightview.com](mailto:Colin.Chapman@brightview.com)  
[www.brightview.com](http://www.brightview.com)

On May 3, 2022, at 3:03 PM, Karen DeMaria <kdemaria@cityofkeywest-fl.gov> wrote:

Was Brightview panning on submitting an estimate?

Sincerely,

Karen

### **EXTERNAL E-MAIL**

I am looking for estimates to purchase 2 maybe 3-Maypan Coconut Palms (Cocos nucifera 'maypan') to be planted on N. Roosevelt Blvd in the promenade/sidewalk. We are currently missing 2 palms due to car accidents (across from McDonalds and across from the old Sears Auto) and 1 palm has been damaged (between 4<sup>th</sup> and 5<sup>th</sup> Street) and needs further evaluation.

Please provide an estimate for the purchase and planting of 2 palms with the possible addition of a third, 16 ft clear trunk. I need the estimate by May 2. We would want the planting work done by June

## Karen DeMaria

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**From:** Karen DeMaria  
**Sent:** Wednesday, April 13, 2022 4:20 PM  
**To:** Andy Perdue; Juan Perara  
**Subject:** FW: Maypan Coconut Palms-Purchase and Install N. Roosevelt Blvd

I am looking for estimates to purchase 2 maybe 3-Maypan Coconut Palms (*Cocos nucifera* 'maypan') to be planted on N. Roosevelt Blvd in the promenade/sidewalk. We are currently missing 2 palms due to car accidents (across from McDonalds and across from the old Sears Auto) and 1 palm has been damaged (between 4<sup>th</sup> and 5<sup>th</sup> Street) and needs further evaluation.

Please provide an estimate for the purchase and planting of 2 palms with the possible addition of a third, 16 ft clear trunk. I need the estimate by May 2. We would want the planting work done by June 30. The City will provide a water truck during the planting and will be responsible for the watering once the palms are planted.

Please contact me if you have any questions.

Sincerely,

Karen

*Karen DeMaria*

Karen DeMaria  
Urban Forestry Manager  
Certified Arborist FL-6585A  
City of Key West  
305-809-3768

