

## **CONTRACT FOR CITYWIDE TREE AND BRUSH ABATEMENT SERVICES**

**THIS CONTRACT** (“Contract”) is made and entered into this      day of                     , 2026, by and between the City of North Port, a municipal corporation of the State of Florida, hereinafter referred to as “City” and ArboBella Tree Service, LLC, a Florida Limited Liability Company, hereinafter referred to as “Contractor.”

This Contract, including Exhibits A and B, attached hereto, Solicitation #2026-05 and any notice(s) to proceed by the City, all incorporated herein, represent the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Contract. Contractor and City acknowledge having read and understood this Contract and hereby agree to be bound by its terms and conditions.

### **WITNESSETH**

**WHEREAS**, the City competitively solicited Tree and Brush Abatement Services through Request for Bid 2026-05; and

**WHEREAS**, the City evaluated all Contractor solicitation responses received in response to RFB No. 2026-05 and found Contractor qualified to perform the necessary services; and

**WHEREAS**, the City awarded Contractor a non-exclusive contract pursuant to RFB No. 2026-05 for Citywide Tree and Brush Abatement Services (the “Contract”); and

**WHEREAS**, the Contractor has reviewed the services required pursuant to the Contract and is qualified, willing and able to provide and perform all such services in accordance with its terms; and

**WHEREAS**, Contractor agrees to diligently and competently perform the services described in RFB. No. 2026-05; and

**WHEREAS**, Contractor shall furnish all labor, services and materials for the City of North Port’s Citywide Tree and Brush Abatement Services pursuant to the City’s Request for Bid (“RFB”) No. 2026-05; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

#### **1. CONTRACTOR’S SERVICES AND TERM**

- A. Contractor agrees to diligently and timely perform services for the City of North Port relating to Citywide Tree and Brush Abatement Services as identified in the Request for Bid No. 2026-05 and Contractor’s bid response (the “Project”). The overall Scope of Services, RFB 2026-05 and all responses by Contractor are incorporated by reference as though fully set forth herein. The Scope of Services is attached in **Exhibit A**.
- B. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for a period of three years. This Contract may be renewed for up to two additional one-year periods subject to written agreement of both parties.

## **CONTRACT FOR CITYWIDE TREE AND BRUSH ABATEMENT SERVICES**

### **2. COMPENSATION AND PAYMENT FOR CONTRACTOR'S SERVICES**

#### **A. COMPENSATION**

1. The maximum, not to exceed compensation that Contractor may receive over the initial term is TWO-HUNDRED THOUSAND DOLLARS (\$200,000.00). Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no purchase orders. Contractor acknowledges that this contract is non-exclusive, that other vendors may be utilized for the same services, and that the City is not in breach of this Contract by using another contractor for the same services.
2. The Contractor shall receive payments that do not to exceed the amounts set forth in the Scope of Services and Fee Schedule, which is contained in **Exhibit B**, attached to this Contract. Contractor's compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Contract.
3. The City's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the City Commission for the City of North Port. The City shall promptly notify the Contractor if the necessary appropriation is not made.
4. During the term of this Contract, the City Manager or other appropriate official shall for each fiscal period include in the budget application submitted to the City Commission the amount necessary to fund City's obligations hereunder for such fiscal period.
5. No officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section.
6. This contract is not a pledge of the City's faith and credit.

#### **B. METHOD OF PAYMENT**

1. The City shall pay Contractor in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes., Contractor shall submit invoices in a format acceptable to the City. Invoices shall be for the specific tasks described in the Scope of Services that were completed during that invoicing period.
2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
3. The City of North Port Finance Department shall initiate disbursements of payment to Contractor.
4. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a written notice to proceed from the City.

## **CONTRACT FOR CITYWIDE TREE AND BRUSH ABATEMENT SERVICES**

### **C. PRICE ADJUSTMENT**

1. The Contractor may request unit price adjustments no more than once per year by providing written notice to the City at least thirty (30) calendar days before the effective date of the proposed price adjustment. Failure to provide timely notice will result in denial of the requested increase.
2. Approved price adjustments for any renewal term shall be based solely on the most recent 12-month percentage change for September, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) Industry Series, or another index specific to tree and brush abatement as identified in the bid form. Adjustments may result in an increase or decrease.
3. All price adjustment requests are subject to City review and approval for reasonableness. The Contractor shall submit supporting documentation, including detailed cost data and a written certification that the requested increase reflects actual cost changes and does not include additional profit or overhead. The City may require additional supporting information. The City may terminate this Agreement for convenience upon written notice to the Contractor should the City and Contractor fail to agree on a price adjustment.

### **3. GENERAL INDEMNITY, DEFENSE, AND RELEASE**

- A. THE CONTRACTOR SHALL INDEMNIFY THE CITY FOR ALL CLAIMS AND LIABILITY ARISING OUT OF THIS CONTRACT. CONTRACTOR SHALL INDEMNIFY THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, INCLUDING DEATH AND PERMANENT DISFIGUREMENT, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, WHETHER THE FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, , AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THIS CONTRACT. THIS CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**

**Nothing in this contract should be deemed or interpreted to limit or waive the rights, privileges, and immunities of the City as set forth in Florida Statutes Section 768.28. The terms of this section survive the termination or completion of this Contract.**

### **4. CONTRACTOR'S INSURANCE**

#### **A. INSURANCE**

Contractor shall procure and maintain the insurance listed below list the City as additional insured on all applicable insurance policies and provide proof of same before starting any work under this

## CONTRACT FOR CITYWIDE TREE AND BRUSH ABATEMENT SERVICES

Contract Insurance policies shall be primary and written on forms acceptable to the City. All insurance carriers must be approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." City Manager or designee approval is required in writing before any changes to these coverage amounts or other requirements may be made. The coverage amounts are not a limitation of liability for Contractor. If the City incurs damages beyond the coverage amounts required by this Contract, the City reserves the right to seek any unsatisfied monetary damages.

1. **Workers Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for diseases.
2. **Comprehensive Commercial General Liability Insurance:** Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations; and \$100,000 damage to rented premises.
3. **Business Automobile Insurance:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with Contractual liability coverage for all work performed under this Contract.

**SPECIAL REQUIREMENTS:** Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as this Contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) before commencement of work AND a minimum of thirty (30) calendar days before expiration of the insurance contract when applicable. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein. *Certificates of Insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination CG20100704 and CG20370704 will be accepted).*

Any and all deductibles to the above-referenced policies are the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.

### B. WAIVER OF SUBROGATION

Contractor waives any and all claims of subrogation against the City for any and all claims against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carrier for claims arising from this contract. This waiver extends to deductibles and self-insured retentions that the Contractor or its agents may be responsible for.

# CONTRACT FOR CITYWIDE TREE AND BRUSH ABATEMENT SERVICES

## C. POLICY FORM

1. All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis and shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insureds as their interests may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.
2. Insurance requirements itemized in this Contract and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this Contract shall:
  - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability; and
  - ii. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The City retains the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.
6. Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
7. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

## 5. CONTRACTOR'S RESPONSIBILITIES.

### A. Supervision.

- (1) Contractor must supervise and direct all work performed and only employ workers with sufficient skill to perform the job assigned. Contractor assumes full responsibility for all acts, negligence, or omissions of its employees, for those subcontractors and their employees, and for those of all other persons doing work under a contract with the Contractor in furtherance of

## CONTRACT FOR CITYWIDE TREE AND BRUSH ABATEMENT SERVICES

this Contract.

### **B. Labor and Materials.**

- (1) The Contractor must provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, as well as all transportation and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions of this Contract and the Contract Documents.

### **C. Public Records Law.** In accordance with Florida Statutes Section 119.0701, the Contractor must comply with all public records laws, and must specifically:

- (1) Keep and maintain public records required by the City to perform the service.
  - (a) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>)
  - (b) "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. The Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during the term and in furtherance of this Contract.
- (2) Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (3) Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and if the Contractor does not transfer the records to the City following completion of the Contract, the Contractor must maintain the project records for the time specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- (4) Upon completion of the Contract, transfer, at no cost to the City, all public records in the Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Contract, the Contractor must comply with all applicable requirements for retaining public records.

## CONTRACT FOR CITYWIDE TREE AND BRUSH ABATEMENT SERVICES

**(5) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270, [publicrecordsrequest@northportfl.gov](mailto:publicrecordsrequest@northportfl.gov).**

- D. **Contractor's Affidavit.** When all work contemplated by this Contract has been completed and has been inspected and approved by the City or its authorized agent, the Contractor must furnish the City with a Contractor's Affidavit in a form acceptable to the City. Signed affidavits of payment are required from all subcontractors hired by the Contractor, unless payment is approved by the surety in accordance with Florida Statutes Section 255.05(11). The affidavits must state whether the subcontractor(s) have been paid in full or whether there are payments remaining. A list of all subcontractors must be furnished to the City before any payments against the Contract.
- E. **Subcontractors and Suppliers.** Any subcontractors utilized for this contract are subject to the City's written approval. All subcontractors must comply with Florida Statutes Section 448.095 for registration and use of the E-Verify system operated by the United States Department of Homeland Security.
- F. **Licenses and Permits.** The Contractor must pay all taxes required by law in connection with the activities done in furtherance of this Contract including sales, use, and similar taxes, and unless otherwise mutually agreed to in writing, must secure all licenses and permits necessary for proper completion of the work, and pay any related fees.
- G. **E-Verify System.** During the term of this Contract, the Contractor must be registered with and use the Department of Homeland Security E-Verify System as required by Florida Statutes Section 448.095, Employment Eligibility, including but not limited to verifying the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor must maintain a copy of the affidavit for the duration of the Contract.
- H. Contractor shall comply with standards specified in the Manual of Uniform Traffic Control Devices, adopted by the State of Florida, and any and all applicable safety standards promulgated by any appropriate governmental agency. Contractor shall supplement, as necessary, any safety apparatus to protect Contractor's employees and the general public.
- I. Equipment used must be in satisfactory and safe working condition for trimming over public sidewalks and roads, cutting and removing impinging growth between properties, and removing trees near structures and buildings safely.
- J. Contractor shall be responsible to report any accidents, thefts or vandalism involving or occurring within the areas covered by this Contract. Should accidents, thefts or vandalism occur; the Contractor should photograph the damage or loss and provide that photo to the City Representative(s) at no additional cost. Should assistance be requested by law enforcement, emergency personnel or others, the costs shall be included in the Contract unless otherwise approved by the City.

## **CONTRACT FOR CITYWIDE TREE AND BRUSH ABATEMENT SERVICES**

- K. The Contractor shall only use equipment, machines, or a combination of machines that are in good and safe working condition and appropriate for the intended use on the project. The City is not liable for any injuries or accidents, including death or disfigurement, to Contractor or contractor's employees arising from any defective equipment Contractor uses in the performance of work under this Contract.

### **7. TIMELY PERFORMANCE OF CONTRACTOR'S PERSONNEL**

Time is of the essence for Contractor's performance in this contract. Contractor shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel require the City's written approval before any changes or substitution becomes effective.

- A. Contractor shall commence all services in this Contract within one (1) week of the Contractor's receipt of written Notice to Proceed from the City. Work assignments shall be completed within the time limits specified by the City.
- B. The Contractor agrees to provide to the City's Administrative Agent, monthly written progress reports concerning the status of the work. The City's Administrative Agent may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the Contractor.

### **8. OBLIGATIONS OF CITY**

- A. The City's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Contract. If necessary, a specific program manager will be authorized to perform the responsibilities of the City's Administrative Agent. The City shall designate any specific program manager in the Notice to Proceed. The responsibility of the City's Administrative Agent shall include:
  - 1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the Contractor, and render in writing, decisions pertaining thereto within a reasonable time.
  - 2. Transmission of instructions, receipt of information, interpretation and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.
  - 3. Review for approval or rejection of all the Contractor's documents and payment requests.
- B. The City's Administrative Agent shall conduct periodic reviews of the work of the Contractor necessary for the completion of the Contractor's services during the period of this Contract. The availability and necessity of said personnel to assist the Contractor shall be determined solely within the discretion of the City. The City's technical obligations to the Project, if any, are stated in Letters of Interest and Work Authorizations.
- C. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

# CONTRACT FOR CITYWIDE TREE AND BRUSH ABATEMENT SERVICES

## 9. TERMINATION

### A. Termination With or Without Cause.

The City Manager or designee may terminate this Contract with or without cause, in whole or in part if the City Manager or designee determines that termination is in the City's best interest.

- (1) Any termination must be effective by delivery to the Contractor of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work is terminated and the date upon which the termination becomes effective.
- (2) Except as otherwise directed, the Contractor must cease all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the work not terminated; terminate all Contractors and subcontracts; and settle all outstanding liabilities and claims.
- (3) The Contractor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services.
- (4) The City must pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under this Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims or to pay indebtedness of the Contractor in accordance with the provisions of this Contract. The City has no obligation under any circumstance to make any payment to the Contractor for services that have not been performed or that are performed after the termination date.

### B. Termination for Non-Appropriation.

The City reserves the right to terminate this contract if there is a non-appropriation of budgeted funds for this contract. City shall promptly notify Contractor of the decision to terminate for non-appropriation and Contractor shall immediately cease any and all work upon receipt of a notice to terminate due to non-appropriation.

### C. Contractor's Termination.

The Contractor may terminate this Contract only in the event of the City failing to pay the Contractor's properly documented and submitted payment request within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

### D. Court Proceedings.

The City Manager or designee reserves the right to terminate this Contract in the event the Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.

## **CONTRACT FOR CITYWIDE TREE AND BRUSH ABATEMENT SERVICES**

### **E. Breach.**

In the event the Contractor is in breach of this Contract, the City must provide written notice of the breach and the Contractor will have ten (10) calendar days to cure, calculated from the date the Contractor receives the notice. If the Contractor fails to cure within the ten (10) calendar days, the City Manager or designee may immediately terminate the Contract and demand the return of a portion or the entire amount previously paid to the Contractor due to the Contractor's breach of performance.

### **F. Waiver.**

Any delay or failure to enforce any breach of this Contract by either the City or the Contractor will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

### **G. E-Verify Violation.**

- (1) If the City has a good faith belief that the Contractor has knowingly violated Florida Statutes Section 448.09(1), then this Contract may be terminated by the City.
- (2) If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the Contractor has otherwise complied, then the City must promptly notify the Contractor and order the Contractor to immediately terminate this Contract with the subcontractor.
- (3) The Contractor must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.

## **10. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor. Nothing in this contract establishes the relationship of employer-employee, principal-agent, partnership, or joint venture between the parties. Contractor retains sole and absolute discretion and judgment in the manner and means of carrying out the services, within the established rules and regulations of the City.

## **11. NOTICES**

Any notice, demand, communication, or request required or permitted by this Contract must be sent by certified mail, return receipt requested, or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, and others) that provides evidence of delivery, at the address provided for receipt of notices in this Contract and e-mailed to:

As to the City: Kevin Raducci, Code Enforcement Manager  
City of North Port, Development Services  
4970 City Hall Blvd  
North Port, FL 34286

## CONTRACT FOR CITYWIDE TREE AND BRUSH ABATEMENT SERVICES

TEL (941) 429-7184  
EMAIL: [kraducci@northportfl.gov](mailto:kraducci@northportfl.gov)

With copies of claims  
and demands sent to: City of North Port, Florida  
City Attorney's Office  
4970 City Hall  
Boulevard North Port,  
Florida 34286  
[northportcityattorney@northportfl.gov](mailto:northportcityattorney@northportfl.gov)

As to Contractor: ArboBella Tree Service, LLC  
Lazaro R Dominguez, Owner  
1665 Milan Street  
North Port, Florida 34286  
TEL (941) 932-1768  
EMAIL: [info@arbobellatreeservice.com](mailto:info@arbobellatreeservice.com)

Notices are effective when received at the addresses specified above. Changes to the respective addresses may be made from time to time by either party by written notice. This Section must not be construed to restrict the transmission of routine communications between representatives of the Contractor and the City.

### 12. FORCE MAJEURE

If performance of any obligation created under this Contract become illegal or impossible by reason of:

1. A strike or work stoppage, unless caused by a negligent act or omission of either party;
2. An act of God, such as hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
3. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
4. A declared emergency of the federal, state, or local government; or
5. Any other like event that is beyond the reasonable control of the non-performing party;

Then the performance of the obligation is suspended during the period of, and only to the extent of, the prevention or hindrance. The non-performing party must provide written notice within five (5) calendar days of the event of force majeure, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay. Contractor must continue to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract. **Economic hardship of a party does not constitute an event of force majeure.** A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence. The non-performing party's affected obligations under this Contract will be temporarily suspended during, but not longer than, the continuance of the event of force majeure and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance will not be excused under this Section for a period exceeding two (2) consecutive months, provided that in extenuating circumstances, the City may excuse performance for a longer term. The term of this Contract will be extended by a period equal to that during which

## CONTRACT FOR CITYWIDE TREE AND BRUSH ABATEMENT SERVICES

the non-performing party's performance is suspended under this Section.

### 13. MISCELLANEOUS

- A. **Authority to Execute Contract.** The signature by any person to this Contract shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. **Binding Effect/Counterparts.** By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
- C. **Governing Law and Venue.** The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Contract. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida. Contractor waives all objections to venue, governing law and waives the right to assert forum non conveniens.
- D. **Severability.** In the event any court shall hold any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- E. **Headings.** The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Contract and do not affect its construction.
- F. **Amendment.** No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. Any amendments changing the City's financial obligations under this Contract shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Contract amendments on behalf of City that do not change the City's financial obligations under this Contract.
- G. **Assignment.** The Contractor shall not assign this Contract or any right or responsibility herein without the express written consent of the City. This consent may only be made by the City Manager or designee.
- H. **Non-Discrimination.** The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Contractor shall not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
- I. **Conflict; order of precedence.** In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order: 1. Contract 2. Solicitation

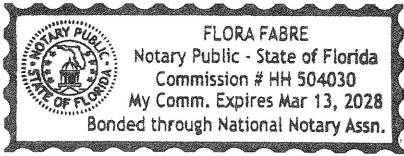
IN WITNESS WHEREOF, the parties have executed this Contract on the dates as indicated below.

ARBOBELLA TREE SERVICE, LLC

By: LAZARO  
LAZARO R. DOMINGUEZ FERNANDEZ, OWNER

STATE OF FLORIDA  
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this day of May 14th 2026, by LAZARO R. DOMINGUEZ (name), as OWNER (title) for ARBOBELLA TREE SERVICE LLC (entity).



[Signature]  
Notary Public

\_\_\_\_\_ Personally Known OR ✓ Produced Identification Type  
of Identification Produced FLDL D552 536 88 3800

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 2026.

**CITY OF NORTH PORT, FLORIDA**

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
MICHAEL FUINO, B.C.S. CITY ATTORNEY

## EXHIBIT A (SCOPE OF SERVICES)

Contractor shall be responsible for the following services and standard of care:

1. Trimming tree branches and removing invasive plants and foliage, in a safe and professional manner, from an undeveloped lot which is impinging onto an abutting improved or developed lot, bringing the property into compliance with City Code.
2. Safely removing hazardous trees which have been found in violation, on any lot that poses an actual hazard or damage to the public, rights-of-way or utilities as determined by the City or to an adjacent lot upon a complaint are declared a public nuisance.
3. Removing excessive growth and impinging growth upon improved City right-of-way, sidewalks and/or streets, or road right-of-way easement except that branches of trees at least eight (8) feet above the surface of a sidewalk or at least fourteen (14) feet above the surface of the portion of the street used for vehicular traffic, whether planted in the right-of-way area or upon private property, in a safe and professional manner.
4. Conducting tree, brush, and foliage removal after emergency situations.
5. Contractor shall remove and legally dispose of all debris generated from the tree, limb, and bush removal process, on a daily basis. Sidewalks and paved surfaces must be cleared of debris, trimmings and vines and shall not be disbursed onto the roadway, into drainage ponds, landscaped beds, sidewalks, curb and gutter area, carports or adjacent parking areas.
6. All such debris shall be removed and legally disposed of by the Contractor immediately after performing services. All tree, vine and bush debris shall be removed from the property. Any unacceptable debris that remains after services are completed shall be cleaned up immediately and properly disposed of by the Contractor.
7. Contractor shall be responsible for compliance with all applicable laws, regulations and safety requirements not stated in Exhibit A that have otherwise been agreed to through the solicitation and contractor responses incorporated by reference and body of this contract.

**EXHIBIT B: FEE SCHEDULE**

<b>ITEM #</b>	<b>Category</b>	<b>DESCRIPTION</b>	<b>EST QTY</b>	<b>UNIT</b>	<b>TOTAL UNIT COST</b>	<b>EXTENDED COST</b>
1	Tree Trimming	4" to 12" Diameter Breast Height	1200	EA	\$25.00	\$30,000.00
2	Tree Trimming	>12" to 24" Diameter Breast Height	700	EA	\$125.00	\$87,500.00
3	Tree Trimming	>24" to 36" Diameter Breast Height	300	EA	\$275.00	\$82,500.00
4	Tree Trimming	>36" Diameter Breast Height	100	EA	\$400.00	\$40,000.00
5	Tree Removal	4" to 12" Diameter Breast Height	100	EA	\$150.00	\$15,000.00
6	Tree Removal	>12" to 24" Diameter Breast Height	100	EA	\$375.00	\$37,500.00
7	Tree Removal	>24" to 36" Diameter Breast Height	50	EA	\$1,400.00	\$70,000.00
8	Tree Removal	>36" Diameter Breast Height	40	EA	\$2,200.00	\$88,000.00
9	MISC	Invasive Impinging Foliage	75,000	SF	\$0.75	\$56,250.00
10	MISC	Additional Services	15	HR	\$100.00	\$ 1,500.00
11	MISC	Additional Equipment Need	25	HR	\$200.00	\$ 5,000.00