

**RESOLUTION NO. 26-2192**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO INVITATION TO BID (ITB) NO. 2026-10 FOR TREE INVENTORY SERVICES; AUTHORIZING THE TOWN MANAGER TO AWARD A CONTRACT TO ARBORPRO, INC., THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS, FOR AN INITIAL TERM OF THREE (3) YEARS WITH TWO (2) ONE-YEAR OPTIONS TO RENEW; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (the “Town”) issued Invitation to Bid (“ITB”) No. 2026-10 for Tree Inventory Services on June 4, 2026; and

**WHEREAS**, the ITB was advertised in the Community Newspapers, posted to DemandStar and Public Purchase, and posted in the Government Center Lobby; and

**WHEREAS**, the Town seeks to complete Phase I of the Miami Lakes Public Tree Inventory Project, a comprehensive, GIS-based inventory and risk assessment of all publicly maintained trees, stumps, and potential planting sites throughout the municipality, encompassing public rights-of-way, parks, medians, greenways, and other Town-owned properties within the Town’s 6.5-square-mile boundary, and anticipated to document approximately eighteen thousand (18,000) trees and planting sites; and

**WHEREAS**, the inventory will document tree species, size, condition, location, maintenance needs, and risk ratings, and will identify hazardous trees, canopy gaps, and opportunities for future planting; and

**WHEREAS**, the project deliverables will include GIS shapefiles, Excel-based datasets, maps, and management recommendations, which will strengthen the Town’s ability to prioritize tree maintenance, improve storm preparedness and recovery, guide canopy expansion, support

capital and operational planning, and promote the long-term sustainability and resilience of the Town's urban forest; and

**WHEREAS**, in order to be eligible for award, bidders were required to be licensed to do business in the State of Florida; to possess a minimum of four (4) years of experience performing tree inventory and assessment services; to have completed at least three (3) tree inventory projects of similar scope and value within the last four (4) years; and to have a Certified Arborist on staff to participate in the project for data collection and tree condition certification; and

**WHEREAS**, on July 9, 2026, the date of the bid opening, the Town received five (5) bids, submitted by ArborPro, Inc. ("ArborPro"); ArborVista; EnviroTrac; Eocene Environmental Group, Inc.; and Treesources, LLC; and

**WHEREAS**, the bid submitted by Treesources, LLC was determined to be non-responsive because it was incomplete, in that the required Bid Form, which includes pricing, was entirely omitted from the submission; and

**WHEREAS**, the Town's Procurement Division conducted a due diligence review of the bids to assess responsiveness and determined that the bid submitted by ArborPro, the lowest bidder, contained no material defects and no deficiencies in the firm's qualifications; and

**WHEREAS**, ArborPro, Inc. is an urban forestry consulting firm with over twenty (20) years of experience providing municipalities, universities, and federal agencies with urban forestry tools and services, specializing in GIS tree inventory software, GPS tree inventories, hazard assessments, disease identification, and urban forest management plans; has served over five hundred (500) public-sector clients, including the City of Tallahassee, City of Clearwater, City of

Indian Harbour Beach, City of Naples, and City of West Miami; and maintains a field force that includes licensed arborists, tree risk assessment qualification holders, and forestry specialists; and

**WHEREAS**, the Town Manager recommends that the Town Council authorize the Town Manager to award a contract to ArborPro, Inc., the lowest responsive and responsible bidder, for Tree Inventory Services in an amount not to exceed budgeted funds, for an initial term of three (3) years with two (2) one-year options to renew; and

**WHEREAS**, the Town Council finds that awarding a contract to ArborPro, Inc. for Tree Inventory Services is in the best interest of the Town and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing Recitals are true and correct and are hereby incorporated herein by this reference as if fully set forth in this Section.

**Section 2. Award of Contract.** The Town Council hereby authorizes the Town Manager to award a contract to ArborPro, Inc., the lowest responsive and responsible bidder, for Tree Inventory Services pursuant to ITB No. 2026-10, in an amount not to exceed budgeted funds. The bid submittals of ArborPro, Inc. are attached hereto as Exhibit "A" and incorporated herein by reference.

**Section 3. Implementation.** The Town Manager and the Town Attorney are hereby authorized to take any and all action necessary to implement the purpose and intent of this Resolution, including, without limitation, the execution of the contract, in substantially the same for as attached hereto as Exhibit "A", and any amendments or renewals thereto, in a form acceptable to the Town Attorney.

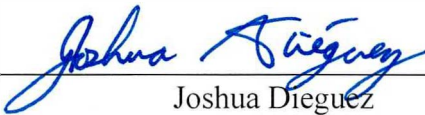
**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption.

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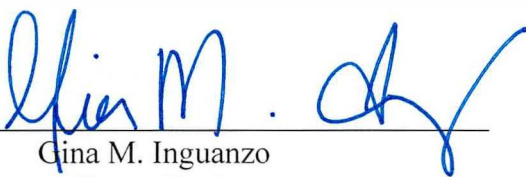
The foregoing resolution was offered by Councilmember Fernandez who moved its adoption. The motion was seconded by Mayor Dieguez and upon being put to a vote, the vote was as follows:

|                                     |        |
|-------------------------------------|--------|
| Mayor Joshua Dieguez                | Yes    |
| Vice Mayor Bryan Morera             | Absent |
| Councilmember Juan Carlos Fernandez | Yes    |
| Councilmember Angelo Cuadra Garcia  | Yes    |
| Councilmember Ray Garcia            | Yes    |
| Councilmember Steven Herzberg       | Yes    |
| Councilmember Alex Sanchez          | Yes    |

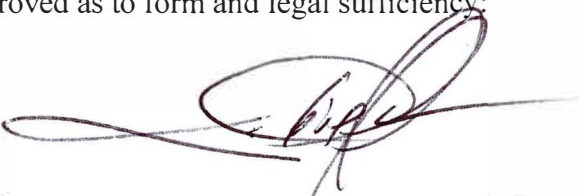
Passed and adopted this 18th day of August 2026.

  
\_\_\_\_\_  
Joshua Dieguez  
Mayor

Attest:

  
\_\_\_\_\_  
Gina M. Inguanzo  
Town Clerk

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Lorenzo Cobiella  
Gastesi, Lopez Mestre and Cobiella, PLLC  
Deputy Town Attorney

# **TREE INVENTORY SERVICES**

**2026-10**



## **The Town of Miami Lakes Council:**

**Mayor Joshua Dieguez**  
**Vice Mayor Bryan Morera**  
**Councilmember Angelo Cuadra Garcia**  
**Councilmember Ray Garcia**  
**Councilmember J.C. Fernandez**  
**Councilmember Alex Sanchez**  
**Councilmember Steven Herzberg**

Edward Pidermann, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

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**THIS AGREEMENT** made this 21 day of AUGUST in the year **2026** ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and **ARBORPRO, INC.**, hereinafter called the "Contractor," having a principal office at 1574 N. Batavia Street, Suite #2, Orange, CA 92867.

## **RECITALS**

**WHEREAS** the Town of Miami Lakes issued ITB 2026-10 for Tree Inventory Services on June 4, 2026; and

**WHEREAS**, Contractor submitted its Proposal in response to the ITB by the proposal deadline; and

**WHEREAS**, the Contractor's Proposal was selected as the lowest responsible and responsive bidder received in response to the ITB; and

**WHEREAS**, the Town has requested the Contractor to provide a Tree Inventory Services ("Services"); and

**WHEREAS**, the Contractor has the necessary expertise to provide the requested Services and has agreed to provide said Services.

**WITNESSETH**, that the Town and the Contractor, for the considerations herein set forth, agree as follows:

## **SECTION A. GENERAL TERMS & CONDITIONS**

### **A1 DEFINITIONS**

- a. Agreement** means this instrument, as may be amended from time to time, all change orders, directives, payments, and other such documents issued under or in connection with this instrument.
- b. Additional Services** means any work/services defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.
- c. Attachments** means the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- d. Basic Services** means the services that are expressly stated in the scope of work/services, or those services so closely related in character as to be reasonably inferred to be included within the scope of work/services.
- e. Change Order** means a written document ordering a change in the Agreement price or time, or a material change in the Services to be rendered.
- f. Contractor** means the person, firm, entity, or corporation, which has entered into the Agreement to provide Services to the Town.
- g. Cure** means remedial action taken by the Contractor to correct Service, performance, deliverables, or other contractual requirements that are not in compliance with the Agreement.

staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

#### **A2.02 RULES AND REGULATIONS**

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules and regulations will apply.

#### **A2.03 HOURS FOR PERFORMING WORK**

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

#### **A2.04 SUBCONTRACTORS**

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure to include this form may result in the Bid being rejected as non-responsive.

#### **A2.05 CONSULTANT SERVICES**

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

#### A2.09 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract will not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

#### A2.10 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

#### A2.11 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

#### A2.12 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

#### A2.13 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

#### A2.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

#### A2.15 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified,

equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available on the Town's website.

#### **A2.20 VEHICLES & EQUIPMENT**

Contractor must have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

#### **A2.21 OWNERSHIP OF THE WORK**

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work. Once complete, all data and information obtained in order to satisfy the terms of the contract shall become the property of the Town.

#### **A2.22 TOWN LICENSES, PERMITS AND FEES**

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to insure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

#### **A2.23 TAXES**

Contractor must pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

#### **A2.24 REMOVAL OF UNSATISFACTORY PERSONNEL**

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such

the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Edward Pidermann  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[pidermanne@miamilakes-fl.gov](mailto:pidermanne@miamilakes-fl.gov)

Raul Gastesi  
Town Attorney  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[rgastesi@gastesi.com](mailto:rgastesi@gastesi.com)

**For Contractor:**

Keith Hennig  
ArborPro, Inc.  
1574 N. Batavia St., Suite #2  
Orange, CA92867  
[khennig@arborprousa.com](mailto:khennig@arborprousa.com)

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During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

### **A3 INDEMNITY & INSURANCE**

#### **A3.01 INDEMNIFICATION**

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

c. *Commercial General Liability ("CGL"):*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

- (1st) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
- (2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.
- (3rd) CGL Required Endorsements:
  - a) Employees included as insured
  - b) Contingent Liability/Independent Contractors Coverage
  - c) Contractual Liability
  - d) Waiver of Subrogation
  - e) Premises and/or Operations
  - f) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
  - g) Loading and Unloading
  - h) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

d. *Certificate of Insurance*

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

e. *Additional Insured*

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under

## **A5 CONTRACT MODIFICATION AND DISPUTE PROCESS**

### **A5.01 CHANGE ORDERS**

Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by the both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available on the Town's website.

### **A5.02 FORCE MAJEURE**

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

#### **A5.04 EXCUSABLE DELAY, NON-COMPENSABLE**

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C4.05.

Failure of Contractor to comply with Article C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

#### **A5.05 CLAIMS**

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article C1.26 within the timeframe established in Article C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages,

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

#### **A5.09 MATERIALITY AND WAIVER OF BREACH**

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

#### **A5.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN**

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

#### **A5.11 CONTRACT EXTENSION**

The Town reserves the right to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days while the Town prepares a new contract for solicitation. Additional extensions beyond the initial 90 days may occur as-needed by the Town and as mutually agreed upon by the Town and the Contractor until the Town is able to award a new contract. In such event, the Town will notify the Contractor in writing of such extensions.

### **A6 EARLY TERMINATION & DEFAULT**

#### **A6.01 SET-OFFS, WITHHOLDING, AND DEDUCTIONS**

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

#### **A6.02 CONTRACTOR DEFAULT**

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;

6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

#### **A6.04 REMEDIES AVAILABLE TO THE TOWN**

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

#### **A6.05 FUNDS AVAILABILITY**

Execution of services under this contract is contingent upon the availability of budgeted funds. The Town reserves the right to adjust the scope of services, delay, forego, or terminate the contract if sufficient funds are not appropriated or otherwise made available to cover the costs associated with the contract. Any changes to the contract as a result of budget constraints will be communicated in writing to the Contractor by the Town.

### **A7 PAYMENT PROCESS**

#### **A7.01 COMPENSATION**

Contractor can submit an invoice for payment for Work performed once per month for work completed and acceptance by the Project Manager. Contractor may not invoice more than once per month.

Contractor must use the Town's Contractor Payment Application ("Invoice") for all payment requests. Failure to use the Invoice form and full complete the required information will delay payment. Payments will not be made based on statements of accounts.

The Invoice Form is available on the Town's website at [http://www.miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=149&Itemid=358](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&Itemid=358).

The Town will take action to pay, reject or make partial payment on an Invoice in accordance with the Florida Local Government Prompt Payment Act. No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed at the prices specified in the Contract.

The acceptance of final payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

## SECTION B. SPECIAL TERMS & CONDITIONS

### B1 SCOPE OF WORK

The Contractor shall provide comprehensive Tree Inventory Services, which include, but are not limited to:

- Conducting a full tree inventory and assessment of approximately 18,000 Town-maintained trees, stumps, and vacant planting sites.
- Assigning ISA Certified Arborists to collect and record tree data accurately.
- Documenting tree attributes, including:
  - GPS coordinates with sub-meter accuracy
  - Species identification (common and botanical names)
  - DBH (diameter at breast height)
  - Tree height and number of trunks
  - Condition rating (Excellent, Good, Fair, Poor, Dead)
  - Observed defects and clearance issues
  - Proximity to utilities and hardscape damage
- Recommending necessary maintenance, including pruning, removal, and planting.
- Data Schema and Delivery Format Requirements. The Contractor shall deliver all inventory data in conformance with the Town's TreeKeeper Data Schema, as set forth in Exhibit A - TreeKeeper Data Schema. All attribute fields, data types, allowable values, default values, sort orders, class orders, and attribute display orders shall match Exhibit A across the Site, Species, and Risk classes. Street Name values shall conform to Exhibit B - Approved Street List; any street not appearing in Exhibit B must be flagged for Town review prior to acceptance. Species identification (Common Name, Common Genus, Botanical Name, Botanical Genus) shall conform to Exhibit C - Approved Species List; any species not appearing in Exhibit C must be flagged for Town review prior to acceptance. Risk assessment fields shall follow ISA TRAQ methodology and shall include, at minimum: TRAQ-Failure, TRAQ-Target, TRAQ-Likelihood, TRAQ-Consequences, TRAQ-Risk Rating, Failure Potential, Size of Defect, and Target Rating. All deliverables shall be submitted in one or more of the following formats: Geodatabase (Preferred), Shapefile (Preferred), Excel, or CSV. Final acceptance is contingent upon successful schema validation against Exhibits A, B, and C.
- Ensuring all GPS coordinates are collected using sub-meter accuracy equipment and validated against reference benchmarks prior to final submission. The Town reserves the right to conduct random field checks to verify accuracy.
- Submitting a Final Tree Inventory Summary Report (PDF), detailing:
  - The overall condition of the tree canopy
  - Recommended maintenance actions
  - Strategic recommendations for future tree care planning

### B2 LOCATIONS

The inventory shall cover all Town-maintained trees in the designated areas, including but not limited to:

- Street Rights-of-Way (ROWs)

- Submission of a mid-project data report, including updates from previously gathered data and any corrections resulting from quality control reviews.
- A mid-project quality assurance/quality control assessment, including documentation of corrections, inconsistencies, or adjustments made.
- A progress meeting with the Town to review project status, data quality, and schedule compliance.
- Meeting minutes and updated schedule information provided by the Contractor.

**Deliverables at 50% include:**

- Updated digital datasets in Geodatabase format, Shapefile format, Excel, CSV, or other Town-approved format.
- Mid-project QA/QC report.
- Updated progress report identifying completed work, remaining workload, and any project challenges.

**75% Completion**

At the 75% completion milestone, the Contractor shall provide:

- Inventory of approximately 13,500 trees, stumps, and/or planting sites.
- Submission of an advanced draft dataset containing detailed inventory information, updated maintenance recommendations, and risk assessments for trees inventoried to date.
- A progress report outlining remaining workload, identified challenges, and the anticipated schedule for final completion.
- A progress meeting with the Town to review the advanced draft dataset, QA/QC findings, and any final project schedule adjustments.
- Meeting minutes provided by the Contractor.

**Deliverables at 75% include:**

- Updated and refined GIS data and associated reports.
- Interim inventory report including risk assessments, recommended maintenance, and tree condition analysis.
- Updated QA/QC documentation.
- Updated project schedule confirming the path to final completion within the 180-day total project timeline.

**100% Completion / Final Completion**

At the 100% completion milestone, and no later than One Hundred Eighty (180) calendar days from the Notice to Proceed, the Contractor shall provide:

- Inventory of all approximately 18,000 trees, stumps, and planting sites.
- Comprehensive Final Inventory Report, including complete tree inventory data such as GPS coordinates, species, DBH, condition ratings, maintenance recommendations, observations, risk ratings, and all other required data fields.
- Final Quality Assurance/Quality Control Report documenting the resolution of all previously identified errors, inconsistencies, or data issues.
- Submission of all final deliverables in Geodatabase format, Shapefile format, Excel, CSV, or other Town-approved format.
- Full project metadata documentation.
- Final project close-out meeting with the Town to present final inventory findings and confirm completion of all required deliverables.

**Final Deliverables at 100% include:**

- Complete tree inventory dataset in all required Town-approved formats.

## **B9 TECHNOLOGY REQUIREMENTS**

The Contractor shall utilize GIS-compatible data collection tools with sub-meter accuracy GPS. All collected GPS points must be field-verified to ensure sub-meter accuracy before final submission. The Town reserves the right to require integration with its existing or future urban forestry management system or inventory management system, ensuring seamless data transfer and compatibility. The Contractor shall coordinate with the Town's IT department prior to final data submission. All final deliverables shall conform to the Data Schema and Delivery Format Requirements specified in the Scope of Work and its associated Exhibits A (TreeKeeper Data Schema), B (Approved Street List), and C (Approved Species List).

## **B10 INVOICING**

Invoices submitted by the Contractor must reflect the agreed-upon per-tree rate for tree inventory and assessment services. The Town shall not be invoiced for any additional costs unless explicitly authorized in writing. Invoices should clearly itemize completed work and any authorized additional services. Any charges not previously authorized or not included in the original contract terms will not be accepted.

## **B11 RECORDS**

The Contractor must maintain accurate records of all data collected, including dates, locations, and observations. These records must be made available to the Town upon request and will be used for auditing and verification purposes.

## **B12 QUALITY ASSURANCE AND DATA VALIDATION**

The Contractor must implement a Quality Assurance (QA) process to validate data accuracy before submission subject to the program managers approval. This includes:

- Verifying GPS accuracy against Town-defined benchmarks.
- Checking tree species identification for consistency.
- Cross-referencing maintenance recommendations with industry standards.
- The Town will have 10 business days to review submitted data and request corrections if needed.

If discrepancies, incomplete records, or inaccurate data are identified, the Contractor must correct and resubmit the updated data within 10 business days at no additional cost.

The Contractor must maintain a correction log, tracking:

- The number and type of errors found.
- Corrective actions taken.
- Date of resolution.
- Verification signature from the Town's Project Manager.

The Town reserves the right to reject any dataset that does not meet contract specifications

## **B13 DATA OWNERSHIP AND ACCESS RIGHTS**

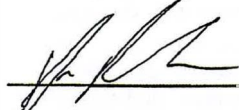
All tree inventory data collected under this contract will be the exclusive property of the Town of Miami Lakes. The contractor shall not claim ownership or restrict the Town's access, usage, modification, or integration of the data with other urban forestry management systems. The Town reserves the right to request additional data formats at no extra cost.

During the contract term, the Contractor shall maintain secure backups of all collected data to prevent data loss. The Contractor must provide the Town with access to real-time or periodic data exports upon request to ensure continuity of operations. If the contract is terminated, the Contractor must transfer

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST

ARBORPRO, INC.

  
Signature

  
Signature

Deborah Conner, Vice President  
Print Name, Title

Keith Henning President  
Print Name, Title of Authorized Officer or Official

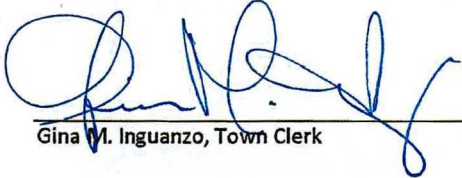
ATTEST:

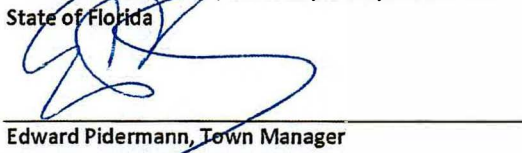
(Corporate Seal)



ATTEST:

Town of Miami Lakes, a municipal corporation of the State of Florida

  
Gina M. Inguanzo, Town Clerk

  
Edward Pidermann, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

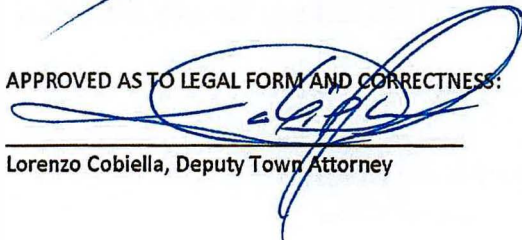
  
Lorenzo Cobiella, Deputy Town Attorney

EXHIBIT A. CONTRACTOR'S PROPOSAL

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the Bidder and that all information and documents submitted in response to the ITB are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

### BID PRICE

Bidder must complete and submit with its bid an electronic version of the MS Excel Bid Form (Separate Attachment) to be responsive. A printed copy of the MS Excel Bid Form should also be included as part of the Bid Submittal. Do not convert the MS Excel Bid Form to a .pdf form.

Bidder's **TOTAL BID AMOUNT** shall reflect the comprehensive cost for the services specified in this solicitation. This amount encompasses all labor, equipment, supervision, mobilization, overhead, and profit necessary to fulfill the contractual obligations in accordance with the Contract Documents. The **TOTAL BID AMOUNT** pertains exclusively to the following category:

#### A. SERVICES

The **TOTAL BID AMOUNT** shall include the cumulative cost associated with all services provided under this contract, including but not limited to tree inventory, data collection, assessment, and reporting. Total amount will vary and proposer's price should reflect price per tree for amounts less/greater than estimated quantity listed. Any additional trees added for future assessments shall be subject to the same rate

| Task                        | Unit of Measure | Unit Price | Estimated Quantity | Total        |
|-----------------------------|-----------------|------------|--------------------|--------------|
| Tree Inventory & Assessment | Per Tree        | \$5.95     | 18,000             | \$107,100.00 |

**TOTAL BID AMOUNT:** \$107,100.00

Firm's Name: ArborPro, Inc.

SSN or Federal ID No.: 30-0023853 Telephone No.: 714-694-1924

E-Mail Address: ocovera@arborprousa.com Facsimile No.: \_\_\_\_\_

Town/State/Zip: Orange, CA 92867

Printed Name/Title: Oscar Corvera Signature: 