CITY OF CLEWISTON

115 W Ventura Avenue
Clewiston, Florida 33440
City Hall Commission Chambers

Monday, July 20, 2026 – 5:00 p.m.

CITY COMMISSION REGULAR MEETING AGENDA

Commission:

James Pittman, Mayor
Hillary Hyslope, Vice Mayor
Mali Gardner, Commissioner
Barbara Edmonds, Commissioner
Jason Williams II, Commissioner

Administration:

City Manager, Danny Williams
City Attorney, Kaylee Tuck
City Clerk, Fransheska Berrios, CMC

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That is why we say "Character Counts" in the City of Clewiston. Civility is practiced at all City meetings.

Special Needs: In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within three business days prior to any proceeding, City Hall is wheelchair accessible and accessible parking spaces are available. Please contact the City Clerk's office at (863) 983-1484, extension 104, or email fransheska.berrios@clewiston-fl.gov for information or assistance.

Quasi-Judicial Hearings: Some of the matters on the agenda may be "quasi-judicial" in nature. City Commission Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. An unsworn comment will be given its appropriate weight by the City Commission.

Appeal of Decision: If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, noncontroversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any City Commission Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a City Commission Member, or by any member of the public desiring it to be heard, without a motion.

CITY COMMISSIONER AGENDA ITEMS

CALL TO ORDER

PRAYER AND PLEDGE OF ALLEGIANCE

ROLL CALL

ADDITIONS, DELETIONS, MODIFICATIONS AND APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public Comments for all meetings may be received by email, or by writing to the City Clerk's Office until 3:00 PM on the day of the meeting. Comments will be "received and filed" to be acknowledged as part of the official public record of the meeting. City Commission meetings are livestreamed and close-captioned for the public via our website; instructions are posted there.

DISCUSSION

1. Discussion and Board Direction to Staff regarding the request for a waiver for the Senior Building.
2. Discussion from Community Development update on Big Time Auto Sales DBA Big Time Powersports (820 E. Sugarland Highway-815 E. Sagamore Avenue)

CONSENT

3. Departmental Monthly Activity Reports from the following departments:
    - **a.** City Clerk Department
    - **b.** Community Development Department
    - **c.** Finance Department
    - **d.** Golf Department
    - **e.** Library Department
    - **f.** Parks and Recreation Department
    - **g.** Police Department
    - **h.** Utilities Department
4. Consideration and approval of the special event applications for the following
    - **a.** Cougar Football games
    - **b.** AYSO Soccer games
    - **c.** 3v3 Live Soccer Tournament
    - **d.** PWW/Fall Festival/Trunk or Treat
5. City's Annual Financial Statements for the fiscal year ending September 30, 2025, for review and information purposes only.
6. Consideration and approval of **Resolution No. 2026-34** Authorizing a Letter of Intent with Nextran for the Purchase of a Front-Loader Truck
7. Consideration and approval of **Resolution No.2026-35** Hannula Landscaping Change Order and Final Payment
8. Consideration and approval of **Resolution No. 2026- 36** Wherry Truck Lines, Inc. – Disaster Debris Removal Services Contract
9. Consideration and approval of **Resolution No. 2026-37** CTC Disaster Debris Removal Services Contract
10. Consideration and approval of **Resolution No. 2026-38** Layne Company for the repair of the Deep Injection Well Contract
11. Consideration and approval of **Resolution No. 2026-39** Advanced Lift Stations Services for Emergency Repair of Lift Station No. 20
12. Consideration and approval of the Revised Temporary Power Agreement
13. Consideration and approval for Request of Building Permit Exemption Application

REGULAR AGENDA AND PUBLIC HEARING

14. Consideration and approval **Resolution No. 2026-40** Establishing the Proposed Millage Rate for Fiscal Year 2026–2027

15. Consideration and approval on First Reading of **Ordinance 2026-05** Water Isolation Valve Requirements

CITY STAFF COMMENTS

City Manager
City Attorney
City Staff

CITY COMMISSION COMMENTS

Commissioner Barbara Edmonds
Commissioner Mali Gardner
Commissioner Jason Williams II
Vice Mayor Hillary Hyslope
Mayor James Pittman

ADJOURNMENT

Comment Cards: Anyone from the public wishing to address the City Commission, it is requested that you complete a Comment Card before speaking. Please fill it out completely with your full name and address so that your comments can be entered correctly in the minutes and given to the City Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comments. Any person who decides to appeal against any decision of the Commission with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which includes testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodation to participate should contact the City Clerk's Office (863-983-1484), at least 48 hours in advance to request such accommodation.

Agenda Item Memorandum

TO: **City Commission of the City of Clewiston**

FROM: **Fransheska Berrios, City Clerk**

VIA: **Danny Williams, City Manager**

DATE: **July 20, 2026**

SUBJECT: **Departmental Monthly Activity Reports from the following departments**

Background:

Departmental Monthly Activity Reports from the following departments:

- **a.** City Clerk Department
- **b.** Community Development Department
- **c.** Finance Department
- **d.** Golf Department
- **e.** Library Department
- **f.** Parks and Recreation Department
- **g.** Police Department
- **h.** Utilities Department



June 2026 Report

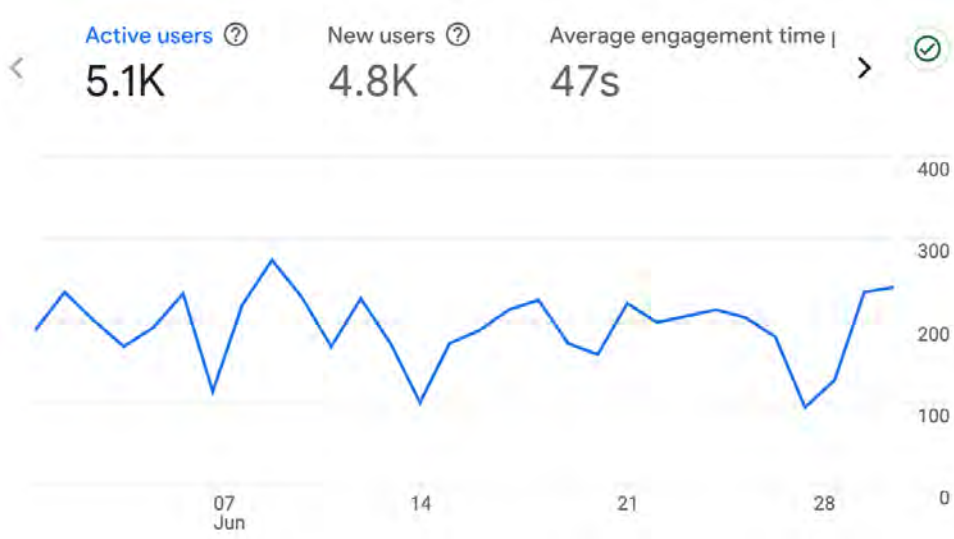
- Website Traffic & Insights Report
- Google Analytics (New account)
- Chatbot Analytics
- City Social Media Channels Insights
- YouTube Insights
- Nextddoor
- Parks & Rec Facebook Insights
- Golf Course Facebook Insights
- Golf Course Constant Contact Insights
- Skykit Report
- Archive Social

CGP COMMUNICATIONS + GRAPHICS PROFESSIONALS

City of Clewiston
Website Analytics



July 2025





May 2026



April 2026



March 2026



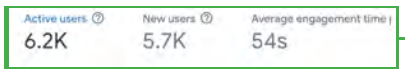
February 2026



January 2026



December 2025



November 2025



October 2025



September 2025



August 2025



July 2025



June 2025



May 2025

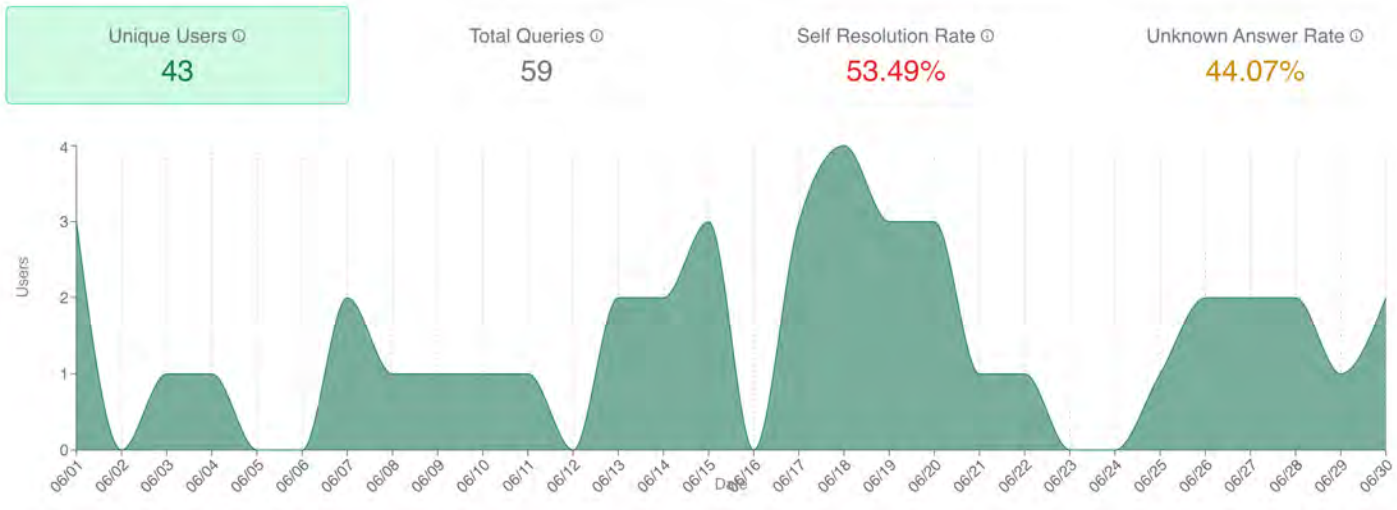
	City	Active users	New users	Engaged sessions	Engagement rate	Engaged sessions per active user	Average engagement time per active user	Event count All events
	Total	5,125 100% of total	4,839 100% of total	3,274 100% of total	46.89% Avg 0%	0.64 Avg 0%	47s Avg 0%	68,382 100% of total
1	(not set)	1,161 (22.65%)	773 (15.97%)	543 (16.59%)	47.8%	0.47	29s	33,977 (49.69%)
2	Miami	612 (11.94%)	522 (10.79%)	461 (14.08%)	52.45%	0.75	48s	4,591 (6.71%)
3	Clewiston	352 (6.87%)	276 (5.7%)	384 (11.73%)	60.28%	1.09	1m 37s	4,249 (6.21%)
4	Columbus	290 (5.66%)	290 (5.99%)	4 (0.12%)	1.38%	0.01	0s	883 (1.29%)
5	North Charleston	122 (2.38%)	122 (2.52%)	31 (0.95%)	22.3%	0.25	0s	541 (0.79%)
6	Fort Myers	117 (2.28%)	93 (1.92%)	133 (4.06%)	68.91%	1.14	1m 12s	1,334 (1.95%)
7	New York	90 (1.76%)	74 (1.53%)	56 (1.71%)	47.06%	0.62	42s	683 (1%)
8	Tampa	85 (1.66%)	72 (1.49%)	74 (2.26%)	64.91%	0.87	1m 13s	804 (1.18%)
9	Orlando	72 (1.4%)	59 (1.22%)	51 (1.56%)	60.71%	0.71	48s	574 (0.84%)
10	Council Bluffs	65 (1.27%)	65 (1.34%)	1 (0.03%)	1.54%	0.02	0s	205 (0.3%)

	Page title and screen class	↓ Views	Active users	Views per active user	Average engagement time per active user	Event count All events
	Total	14,463 100% of total	5,125 100% of total	2.82 Avg 0%	47s Avg 0%	68,382 100% of total
1	Clewiston, FL | Official Website	2,380 (16.46%)	1,383 (26.99%)	1.72	24s	7,726 (11.3%)
2	Custom404 • Clewiston, FL • CivicEngage	1,391 (9.62%)	1,211 (23.63%)	1.15	5s	4,499 (6.58%)
3	Employment Opportunities | Clewiston, FL	947 (6.55%)	463 (9.03%)	2.05	31s	2,561 (3.75%)
4	Clewiston's 4th of July Celebration | Clewiston, FL	623 (4.31%)	397 (7.75%)	1.57	39s	1,781 (2.6%)
5	Search • Clewiston, FL • CivicEngage	491 (3.39%)	216 (4.21%)	2.27	39s	1,330 (1.94%)
6	Calendar • Clewiston, FL • CivicEngage	484 (3.35%)	194 (3.79%)	2.49	23s	1,215 (1.78%)
7	C.S. Mott Pool | Clewiston, FL	351 (2.43%)	116 (2.26%)	3.03	49s	834 (1.22%)
8	Summer Camp 2026 | Clewiston, FL	326 (2.25%)	141 (2.75%)	2.31	1m 00s	982 (1.44%)
9	Permitting | Clewiston, FL	307 (2.12%)	150 (2.93%)	2.05	38s	939 (1.37%)
10	Agendas & Minutes | Clewiston, FL	278 (1.92%)	99 (1.93%)	2.81	46s	681 (1%)

	Language	↓ Active users	New users	Engaged sessions	Engagement rate	Engaged sessions per active user	Average engagement time per active user	Event count All events
	Total	5,125 100% of total	4,839 100% of total	3,274 100% of total	46.89% Avg 0%	0.64 Avg 0%	47s Avg 0%	68,382 100% of total
1	English	4,798 (93.62%)	4,519 (93.39%)	3,078 (94.01%)	46.48%	0.64	48s	66,715 (97.56%)
2	Chinese	203 (3.96%)	200 (4.13%)	72 (2.2%)	35.47%	0.35	5s	714 (1.04%)
3	Spanish	121 (2.36%)	110 (2.27%)	74 (2.26%)	47.44%	0.61	51s	872 (1.28%)
4	Portuguese	4 (0.08%)	4 (0.08%)	1 (0.03%)	25%	0.25	19s	33 (0.05%)
5	German	3 (0.06%)	3 (0.06%)	2 (0.06%)	66.67%	0.67	2m 11s	32 (0.05%)
6	French	2 (0.04%)	2 (0.04%)	2 (0.06%)	100%	1.00	38s	12 (0.02%)
7	Russian	1 (0.02%)	1 (0.02%)	1 (0.03%)	100%	1.00	25s	4 (<0.01%)

	First user prim...Channel Group)	Total users	↓ New users	Returning users	Average engagement time per active user	Engaged sessions per active user	Event count All events
	Total	5,212 100% of total	4,839 100% of total	779 100% of total	47s Avg 0%	0.64 Avg 0%	68,382 100% of total
1	Direct	2,377 (45.61%)	2,259 (46.68%)	155 (19.9%)	26s	0.37	42,081 (61.54%)
2	Organic Search	2,138 (41.02%)	1,926 (39.8%)	559 (71.76%)	1m 19s	0.98	22,659 (33.14%)
3	Organic Social	553 (10.61%)	520 (10.75%)	41 (5.26%)	16s	0.38	2,523 (3.69%)
4	Referral	114 (2.19%)	105 (2.17%)	20 (2.57%)	38s	0.70	904 (1.32%)
5	AI Assistant	28 (0.54%)	26 (0.54%)	4 (0.51%)	35s	0.75	189 (0.28%)
6	Unassigned	2 (0.04%)	2 (0.04%)	0 (0%)	52s	1.00	23 (0.03%)
7	Email	1 (0.02%)	1 (0.02%)	0 (0%)	0s	0.00	3 (<0.01%)

City of Clewiston
Chatbot Analytics





Mayo 2026

April 2026

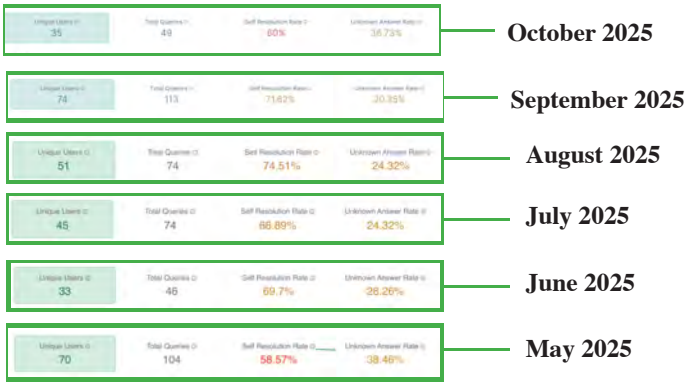
March 2026

February 2026

January 2026

December 2025

November 2025



October 2025

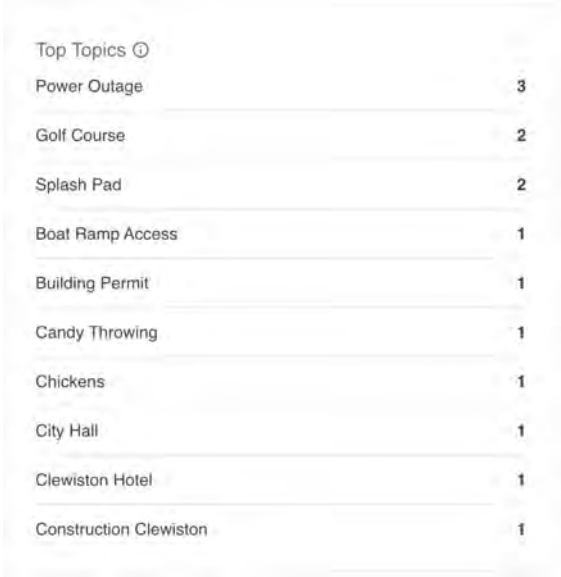
September 2025

August 2025

July 2025

June 2025

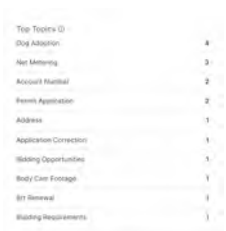
May 2025



June 2026



March 2026



February 2026



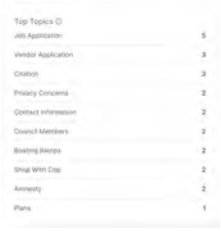
January 2026



May 2026



December



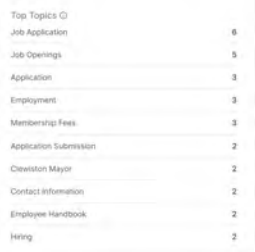
November



October



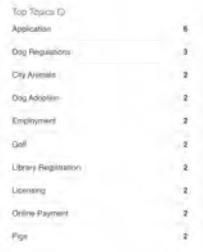
April 2026



September



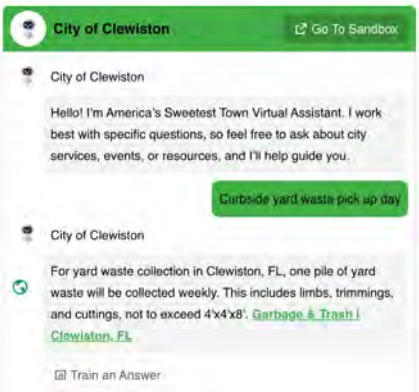
August



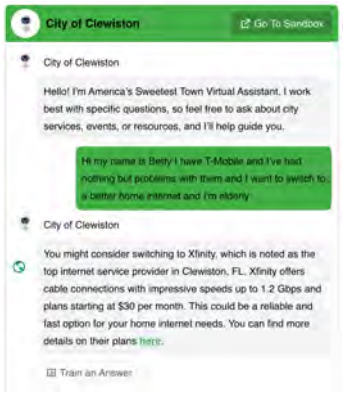
July

City of Clewiston
Chatbot Recent Convos

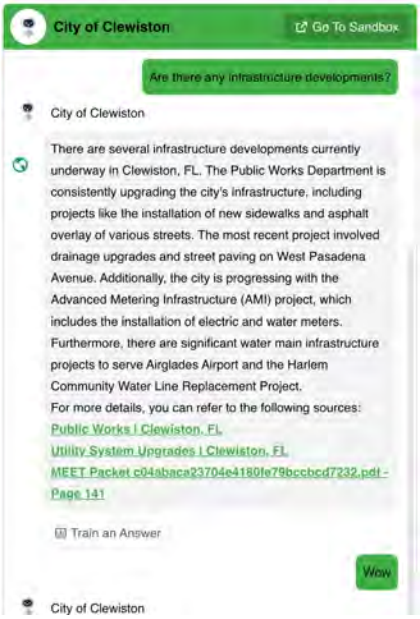
- Recreation & Parks
- Utilities & Services
- Local Geography
- Transportation & Infrastructure
- Public Works
- Public Safety
- Animal Control
- Tourism & Lodging
- Miscellaneous

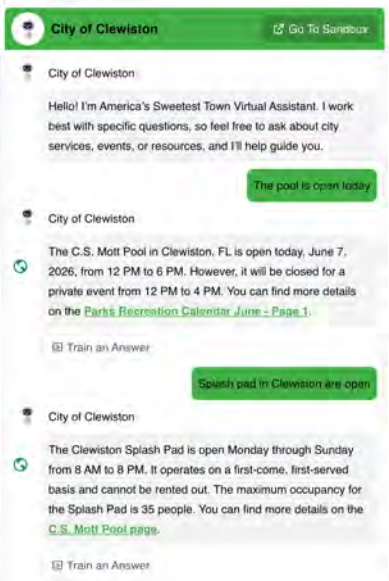


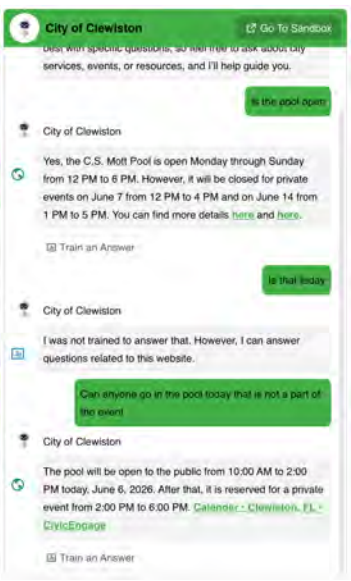


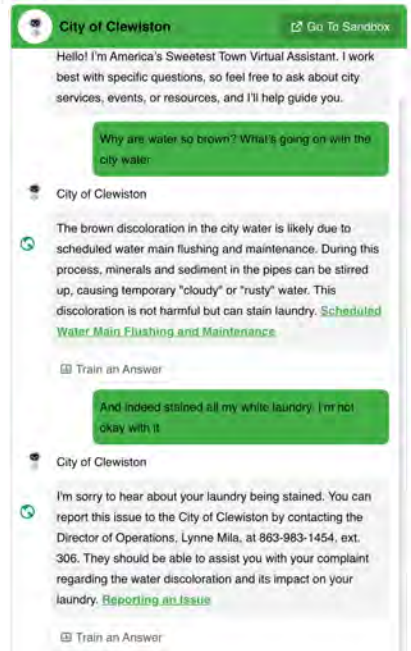


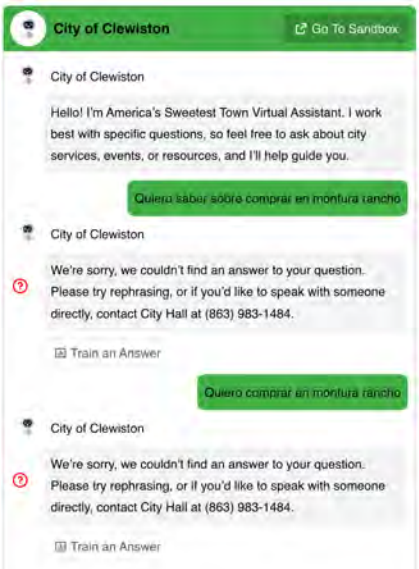


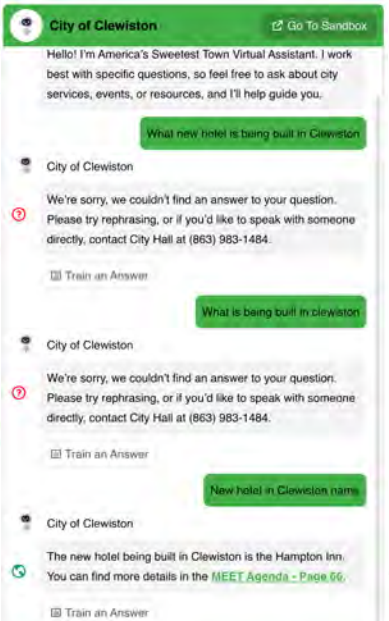


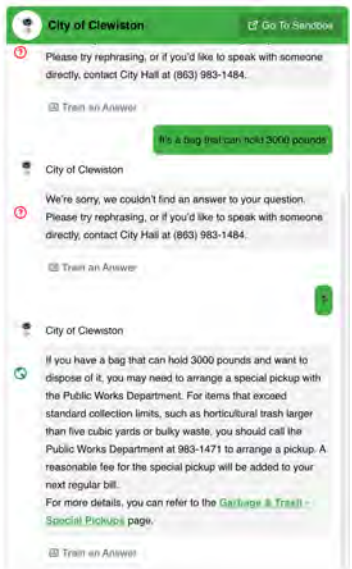


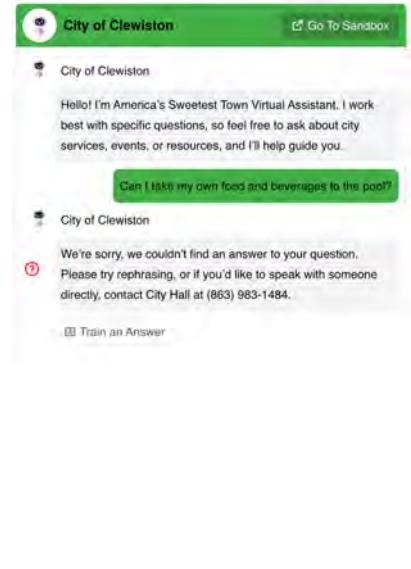


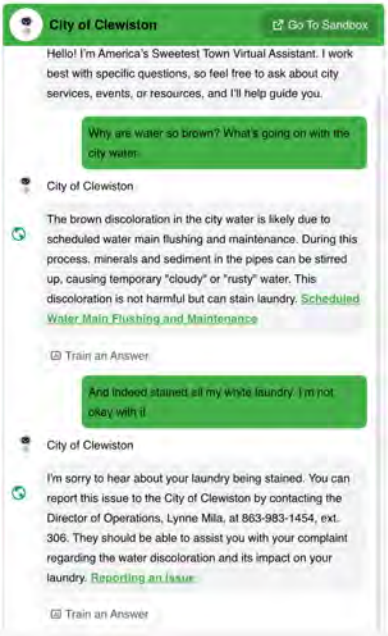


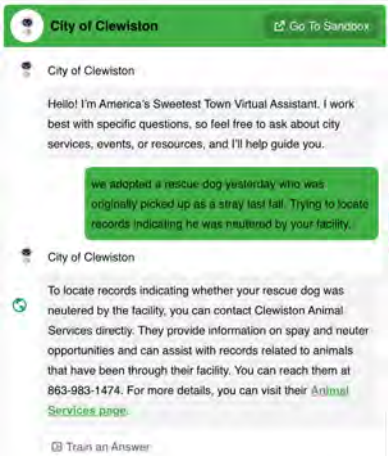


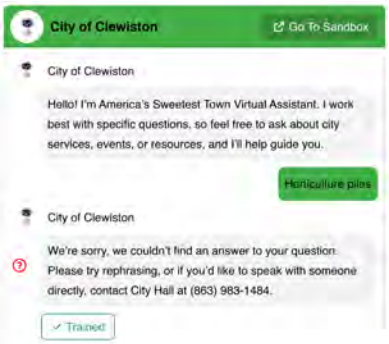


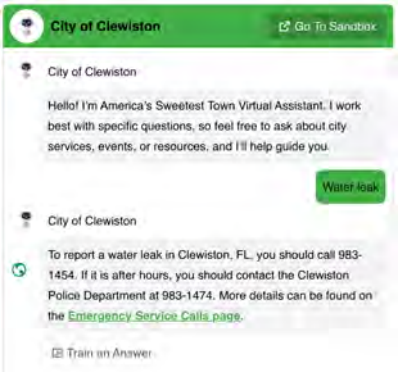


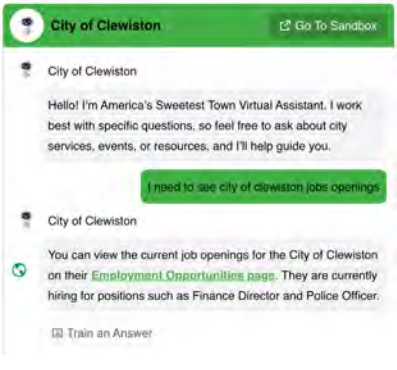


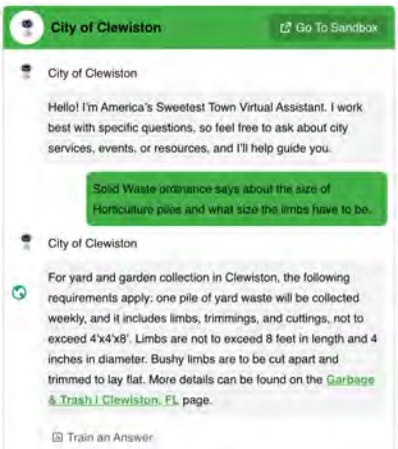

City of Clewiston
Go To Sandbox
Hello! I'm America's Sweetest Town Virtual Assistant. I work best with specific questions, so feel free to ask about city services, events, or resources, and I'll help guide you.
Why are water so brown? What's going on with the city water
City of Clewiston
The brown discoloration in the city water is likely due to scheduled water main flushing and maintenance. During this process, minerals and sediment in the pipes can be stirred up, causing temporary "cloudy" or "rusty" water. This discoloration is not harmful but can stain laundry. Scheduled Water Main Flushing and Maintenance
Train an Answer
And indeed stained all my white laundry. I'm not okey with it
City of Clewiston
I'm sorry to hear about your laundry being stained. You can report this issue to the City of Clewiston by contacting the Director of Operations, Lynne Mila, at 863-983-1454, ext. 306. They should be able to assist you with your complaint regarding the water discoloration and its impact on your laundry. Reporting an Issue
Train an Answer

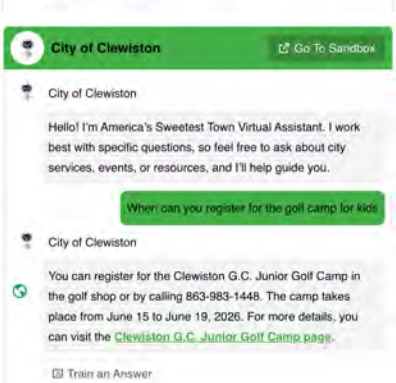

City of Clewiston
Go To Sandbox
City of Clewiston
Hello! I'm America's Sweetest Town Virtual Assistant. I work best with specific questions, so feel free to ask about city services, events, or resources, and I'll help guide you.
we adopted a rescue dog yesterday who was originally picked up as a stray last fall. Trying to locate records indicating he was neutered by your facility.
City of Clewiston
To locate records indicating whether your rescue dog was neutered by the facility, you can contact Clewiston Animal Services directly. They provide information on spay and neuter opportunities and can assist with records related to animals that have been through their facility. You can reach them at 863-983-1474. For more details, you can visit their Animal Services page.
Train an Answer

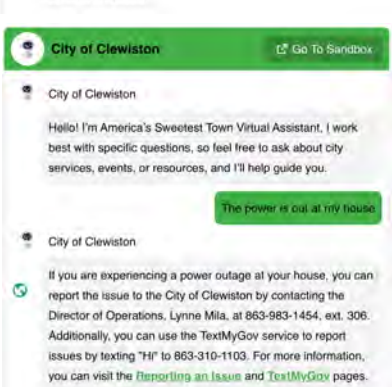

City of Clewiston
Go To Sandbox
City of Clewiston
Hello! I'm America's Sweetest Town Virtual Assistant. I work best with specific questions, so feel free to ask about city services, events, or resources, and I'll help guide you.
Horticulture piles
City of Clewiston
We're sorry, we couldn't find an answer to your question. Please try rephrasing, or if you'd like to speak with someone directly, contact City Hall at (863) 983-1484.
Trained

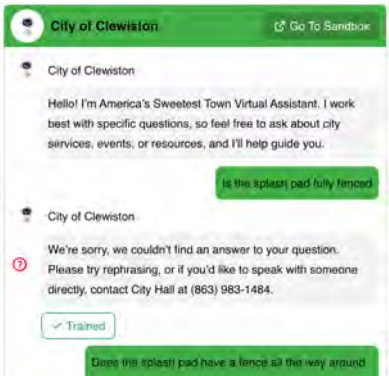

City of Clewiston
Go To Sandbox
City of Clewiston
Hello! I'm America's Sweetest Town Virtual Assistant. I work best with specific questions, so feel free to ask about city services, events, or resources, and I'll help guide you.
Water leak
City of Clewiston
To report a water leak in Clewiston, FL, you should call 983-1454. If it is after hours, you should contact the Clewiston Police Department at 983-1474. More details can be found on the Emergency Service Calls page.
Train an Answer

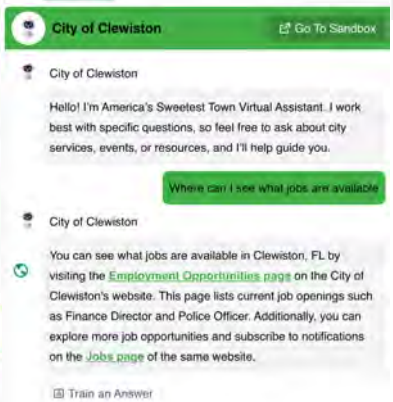

City of Clewiston
Go To Sandbox
City of Clewiston
Hello! I'm America's Sweetest Town Virtual Assistant. I work best with specific questions, so feel free to ask about city services, events, or resources, and I'll help guide you.
I need to see city of clewiston jobs openings
City of Clewiston
You can view the current job openings for the City of Clewiston on their Employment Opportunities page. They are currently hiring for positions such as Finance Director and Police Officer.
Train an Answer

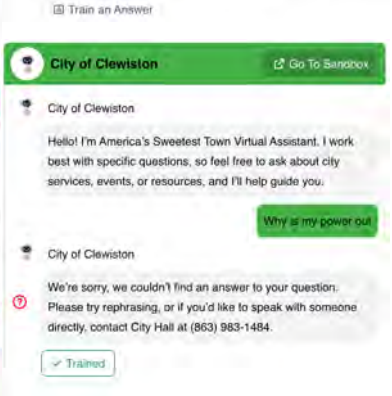

City of Clewiston
Go To Sandbox
City of Clewiston
Hello! I'm America's Sweetest Town Virtual Assistant. I work best with specific questions, so feel free to ask about city services, events, or resources, and I'll help guide you.
Solid Waste ordinance says about the size of Horticulture piles and what size the limbs have to be.
City of Clewiston
For yard and garden collection in Clewiston, the following requirements apply: one pile of yard waste will be collected weekly, and it includes limbs, trimmings, and cuttings, not to exceed 4'x4'x8'. Limbs are not to exceed 8 feet in length and 4 inches in diameter. Bushy limbs are to be cut apart and trimmed to lay flat. More details can be found on the Garbage & Trash | Clewiston, FL page.
Train an Answer

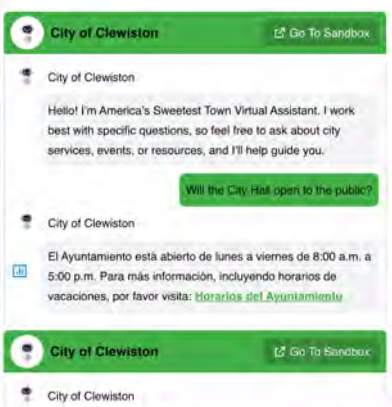

City of Clewiston
Go To Sandbox
City of Clewiston
Hello! I'm America's Sweetest Town Virtual Assistant. I work best with specific questions, so feel free to ask about city services, events, or resources, and I'll help guide you.
When can you register for the golf camp for kids
City of Clewiston
You can register for the Clewiston G.C. Junior Golf Camp in the golf shop or by calling 863-983-1448. The camp takes place from June 15 to June 19, 2026. For more details, you can visit the Clewiston G.C. Junior Golf Camp page.
Train an Answer


City of Clewiston
Go To Sandbox
City of Clewiston
Hello! I'm America's Sweetest Town Virtual Assistant. I work best with specific questions, so feel free to ask about city services, events, or resources, and I'll help guide you.
The power is out at my house
City of Clewiston
If you are experiencing a power outage at your house, you can report the issue to the City of Clewiston by contacting the Director of Operations, Lynne Mila, at 863-983-1454, ext. 306. Additionally, you can use the TextMyGov service to report issues by texting "Hi" to 863-310-1103. For more information, you can visit the Reporting an Issue and TextMyGov pages.
Train an Answer
I would just like to know when it will be back on
City of Clewiston
We're sorry, we couldn't find an answer to your question. Please try rephrasing, or if you'd like to speak with someone directly, contact City Hall at (863) 983-1484.
Train an Answer

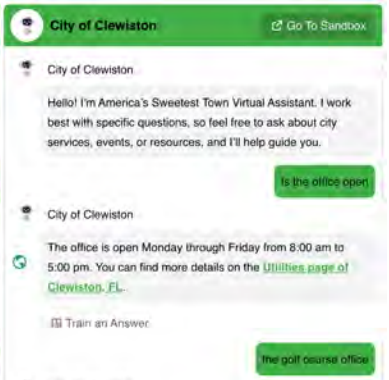

City of Clewiston
Go To Sandbox
City of Clewiston
Hello! I'm America's Sweetest Town Virtual Assistant. I work best with specific questions, so feel free to ask about city services, events, or resources, and I'll help guide you.
Is the splash pad fully fenced
City of Clewiston
We're sorry, we couldn't find an answer to your question. Please try rephrasing, or if you'd like to speak with someone directly, contact City Hall at (863) 983-1484.
Trained
Does the splash pad have a fence all the way around it
City of Clewiston
We're sorry, we couldn't find an answer to your question. Please try rephrasing, or if you'd like to speak with someone directly, contact City Hall at (863) 983-1484.
Trained


City of Clewiston
Go To Sandbox
City of Clewiston
Hello! I'm America's Sweetest Town Virtual Assistant. I work best with specific questions, so feel free to ask about city services, events, or resources, and I'll help guide you.
Where can I see what jobs are available
City of Clewiston
You can see what jobs are available in Clewiston, FL by visiting the Employment Opportunities page on the City of Clewiston's website. This page lists current job openings such as Finance Director and Police Officer. Additionally, you can explore more job opportunities and subscribe to notifications on the Jobs page of the same website.
Train an Answer

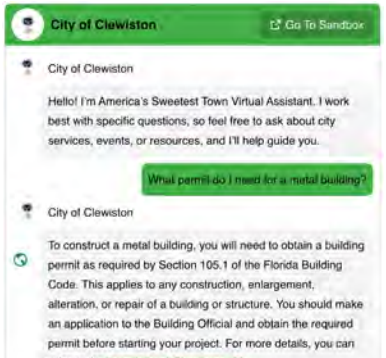

City of Clewiston
Go To Sandbox
City of Clewiston
Hello! I'm America's Sweetest Town Virtual Assistant. I work best with specific questions, so feel free to ask about city services, events, or resources, and I'll help guide you.
Why is my power out
City of Clewiston
We're sorry, we couldn't find an answer to your question. Please try rephrasing, or if you'd like to speak with someone directly, contact City Hall at (863) 983-1484.
Trained

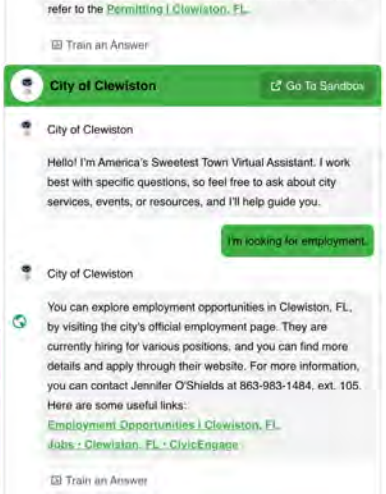

City of Clewiston
Go To Sandbox
City of Clewiston
Hello! I'm America's Sweetest Town Virtual Assistant. I work best with specific questions, so feel free to ask about city services, events, or resources, and I'll help guide you.
Will the City Hall open to the public?
City of Clewiston
El Ayuntamiento está abierto de lunes a viernes de 8:00 a.m. a 5:00 p.m. Para más información, incluyendo horarios de vacaciones, por favor visita: Horarios del Ayuntamiento


City of Clewiston
Go To Sandbox
City of Clewiston
Hello! I'm America's Sweetest Town Virtual Assistant. I work best with specific questions, so feel free to ask about city services, events, or resources, and I'll help guide you.
Can I have chickens in my yard
City of Clewiston
We're sorry, we couldn't find an answer to your question. Please try rephrasing, or if you'd like to speak with someone directly, contact City Hall at (863) 983-1484.
Train an Answer


City of Clewiston
Go To Sandbox
City of Clewiston
Hello! I'm America's Sweetest Town Virtual Assistant. I work best with specific questions, so feel free to ask about city services, events, or resources, and I'll help guide you.
Is the office open
City of Clewiston
The office is open Monday through Friday from 8:00 am to 5:00 pm. You can find more details on the Utilities page of Clewiston, FL.
Train an Answer
the golf course office
City of Clewiston
The golf course office, specifically the golf shop, operates from 7:45 am to 5:30 pm. However, please note that the Clewiston Golf Course is closed on Mondays for the summer season. You can find more details on the Hours page of Clewiston, FL.
Train an Answer


City of Clewiston
Go To Sandbox
City of Clewiston
Hello! I'm America's Sweetest Town Virtual Assistant. I work best with specific questions, so feel free to ask about city services, events, or resources, and I'll help guide you.
I would like to report an outage
City of Clewiston
To report an outage in Clewiston, FL, you can use the TextMyGov service by texting "Hi" to 863-310-1103. This service allows you to report issues and receive quick information related to outages and other city services. TextMyGov | Clewiston, FL
Train an Answer

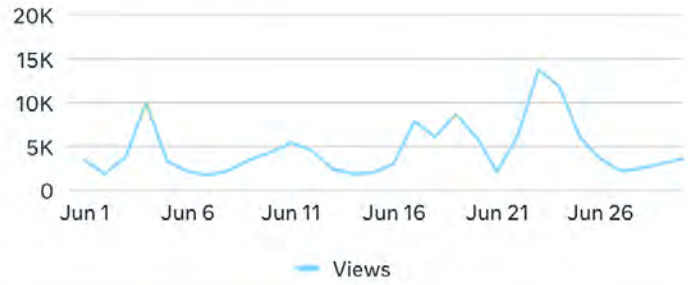

City of Clewiston
Go To Sandbox
City of Clewiston
Hello! I'm America's Sweetest Town Virtual Assistant. I work best with specific questions, so feel free to ask about city services, events, or resources, and I'll help guide you.
What permit do I need for a metal building?
City of Clewiston
To construct a metal building, you will need to obtain a building permit as required by Section 105.1 of the Florida Building Code. This applies to any construction, enlargement, alteration, or repair of a building or structure. You should make an application to the Building Official and obtain the required permit before starting your project. For more details, you can refer to the Permitting | Clewiston, FL.
Train an Answer


City of Clewiston
Go To Sandbox
City of Clewiston
Hello! I'm America's Sweetest Town Virtual Assistant. I work best with specific questions, so feel free to ask about city services, events, or resources, and I'll help guide you.
I'm looking for employment.
City of Clewiston
You can explore employment opportunities in Clewiston, FL, by visiting the city's official employment page. They are currently hiring for various positions, and you can find more details and apply through their website. For more information, you can contact Jennifer O'Shields at 863-983-1484, ext. 105. Here are some useful links:
Employment Opportunities | Clewiston, FL
Jobs - Clewiston, FL - CivicEngage
Train an Answer

City of Clewiston
Facebook

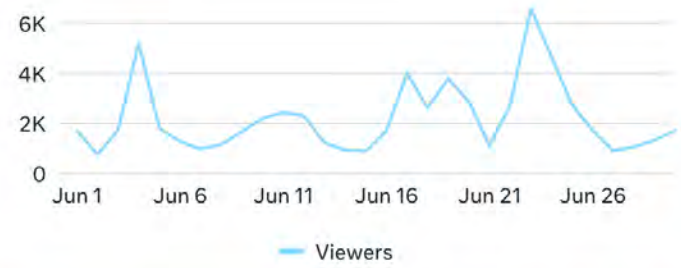
Views

139.4K ↑ 66.3%



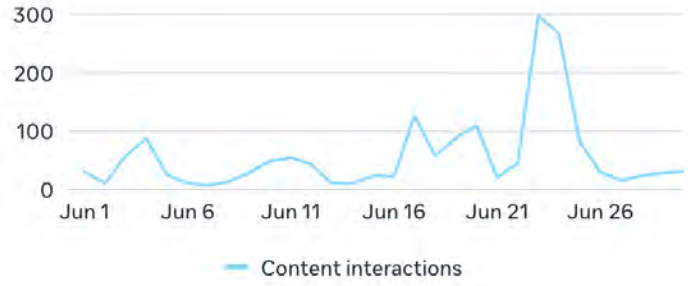
Viewers

24.1K ↑ 55%



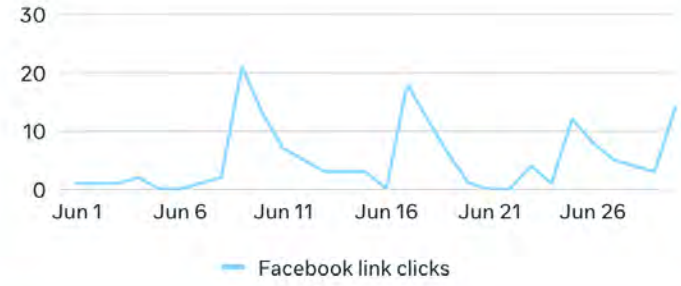
Content interactions

1.7K ↑ 121.5%



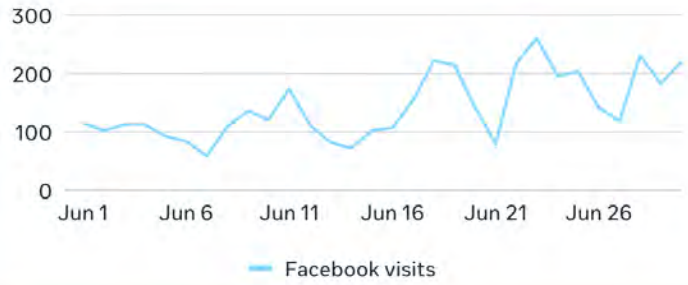
Link clicks

151 ↑ 23.8%



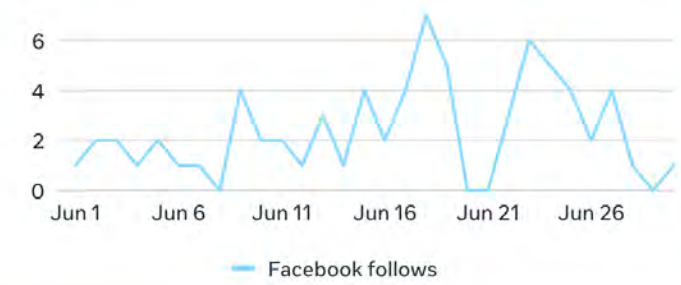
Visits

4.3K ↑ 44.8%



Follows

71 ↑ 57.8%

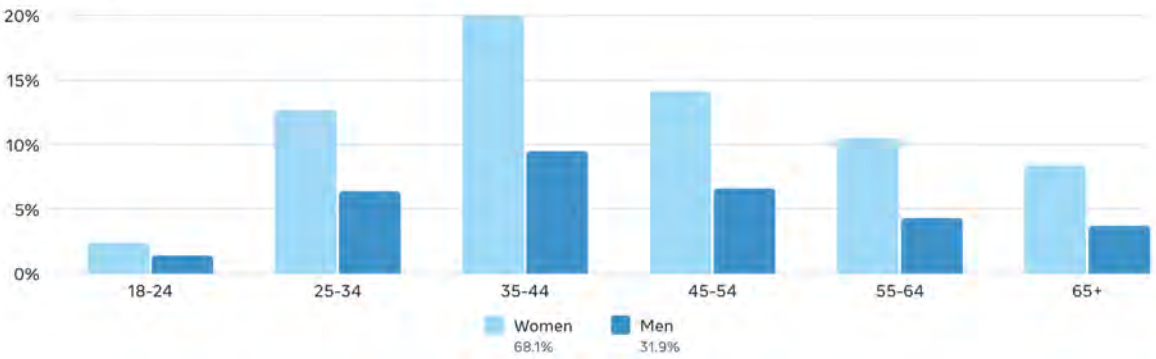


Followers

Lifetime

5,012

Age & gender



Top cities

Clewiston, FL	34.2%
Harlem, FL	6.3%
Belle Glade, FL	3.7%
Moore Haven, FL	3.3%
Port La Belle, FL	3.3%
La Belle, FL	2.5%
Okeechobee, FL	1.3%
Cape Coral, FL	0.8%
Lehigh Acres, FL	0.8%
South Clewiston, FL	0.8%

Top countries

United States	96.8%
Canada	0.5%
Mexico	0.5%
Colombia	0.1%
Costa Rica	0.1%
Cuba	0.1%
Pakistan	0.1%
Philippines	0.1%
Puerto Rico	0.1%
Trinidad and Tobago	0.1%



Get ready for World Cup excitement right...
Wed Jun 3, 8:23pm
18.8K 70 7 42



It is with deep sadness that the City of...
Tue Jun 23, 9:43am
17.3K 145 1 29



For more than 85 years, the Clewiston...
Wed Jun 17, 8:00am
9.2K 80 1 7



The City of Clewiston is thrilled to share th...
Thu Jun 18, 9:40pm
8.8K 60 0 3



Yesterday, June 10, 2026, the Clewiston...
Thu Jun 11, 6:00pm
7.0K 43 0 3



During the June 22, 2026, City Commissi...
Wed Jun 24, 8:00am
6.8K 94 5 13



During the June 18, 2026 Parks and...
Sat Jun 20, 10:00am
5.8K 48 7 13



Celebrating Community, Creativit...
Mon Jun 22, 8:00am
5.4K 25 1 2

Published content

Based on up to 200 pieces of content

+22.7% vs. May 2, 2026 - May 31, 2026

Photos	24
Reels	3
Stories	0

Views

+66.3% vs. May 2, 2026 - May 31, 2026

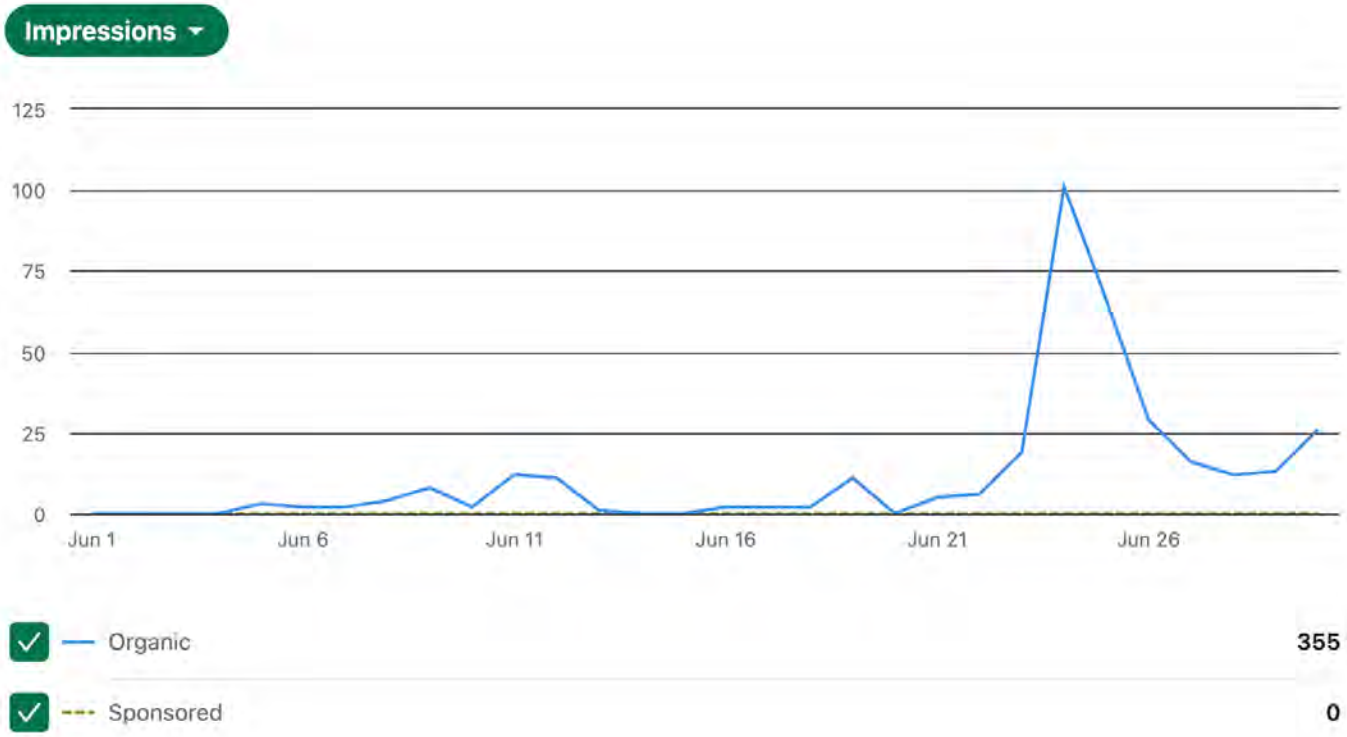
Photo	89,479
Multi photo	36,317
Reels	11,606
Multi media	1,853
Links	66
Text	59

Content interactions

+121.5% vs. May 2, 2026 - May 31, 2026

Photo	1,233
Multi photo	254
Reels	124
Others	68
Multi media	13

City of Clewiston
LinkedIn



Highlights

Data for 6/1/2026 - 6/30/2026

355	10	0	0
Impressions	Reactions	Comments	Reposts
▲115.2%	●0%	●0%	●0%

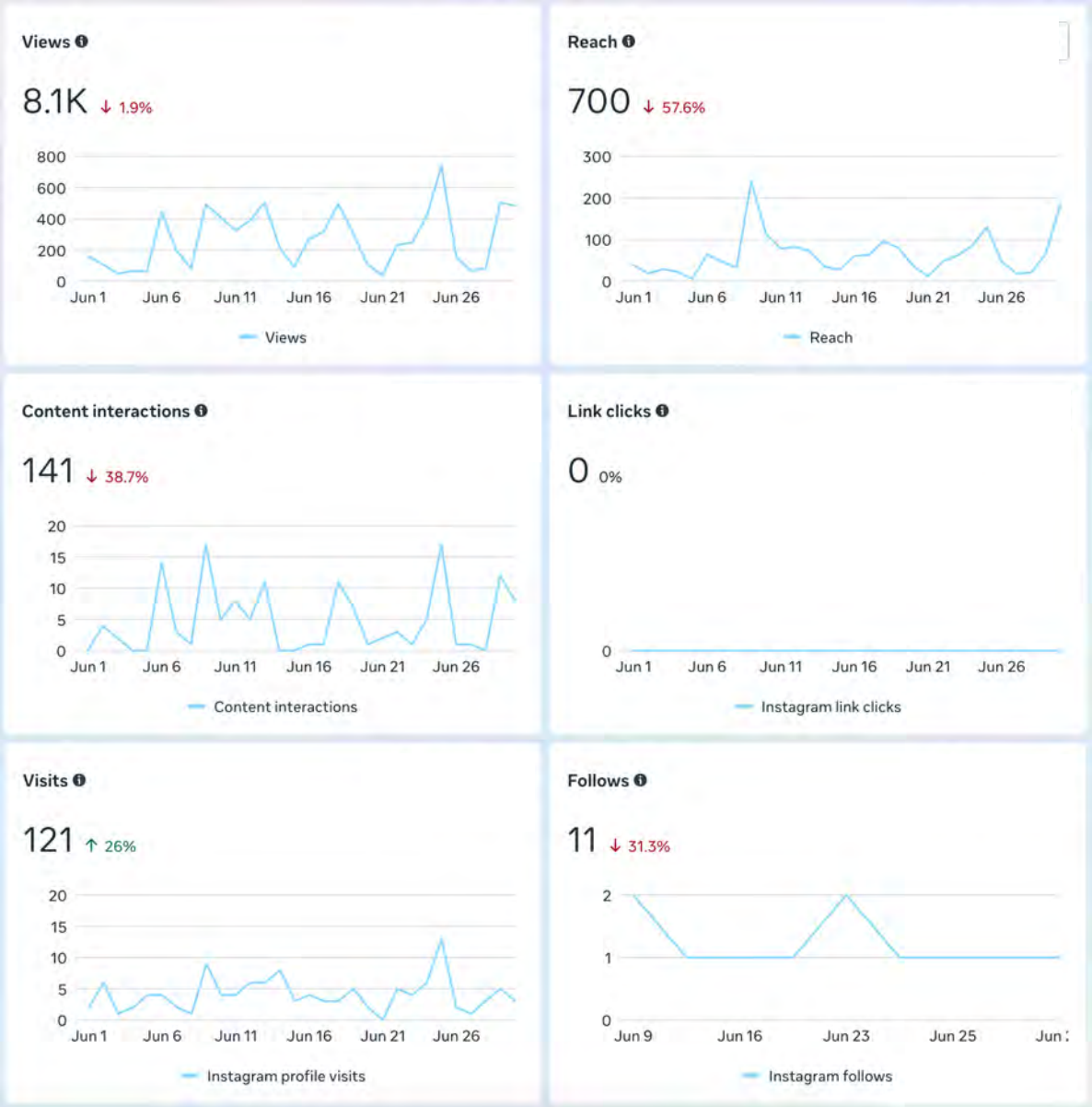
Visitor highlights

22	8	0
Page views	Unique visitors	Custom button clicks
▲266.7%	▲100%	

Follower highlights

41	3
Total followers	New followers in the last 30 days
	●0%

City of Clewiston
Instagram




The City of Clewiston is very excited and...
Tue Jun 9, 1:56pm
491 11
0 4


The City of Clewiston is thrilled to share th...
Thu Jun 18, 9:34pm
453 6
0 1


The City of Clewiston Parks & Recreation...
Thu Jun 25, 12:31pm
365 5
0 1


Week 1 of Clewiston Summer Camp 2026...
Sat Jun 6, 6:33pm
309 9
0 0


We're just one week away from Clewiston...
Thu Jun 25, 6:34pm
299 4
0 1


The Clewiston Parks & Recreation...
Fri Jun 12, 2:59pm
274 4
0 0


Week 1 of Clewiston Summer Camp 2026...
Sat Jun 6, 6:31pm
258 5
0 0


Yesterday, June 10, 2026, the Clewiston...
Thu Jun 11, 5:41pm
248 2
0 0

Published content

Based on up to 200 pieces of content

+37.5% vs. May 2, 2026 - May 31, 2026

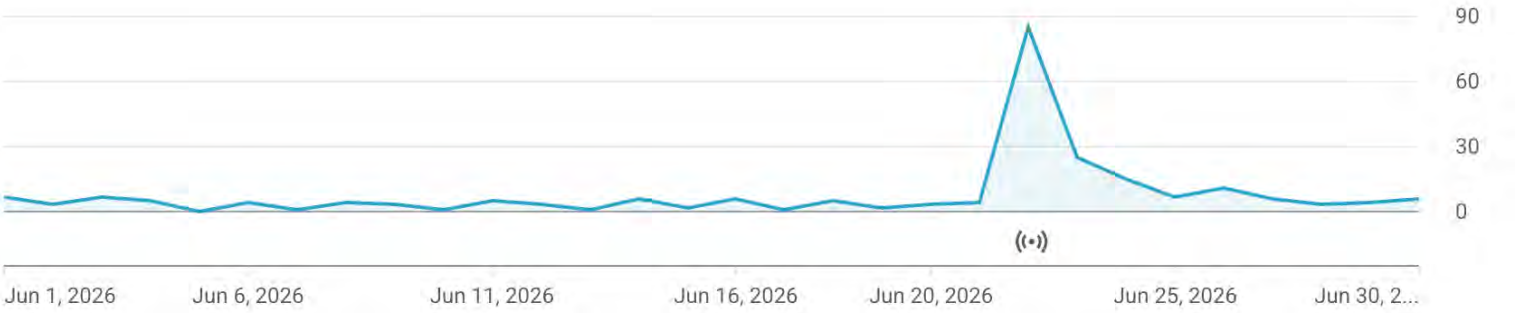
Posts 40

Stories 37

City of Clewiston
YouTube

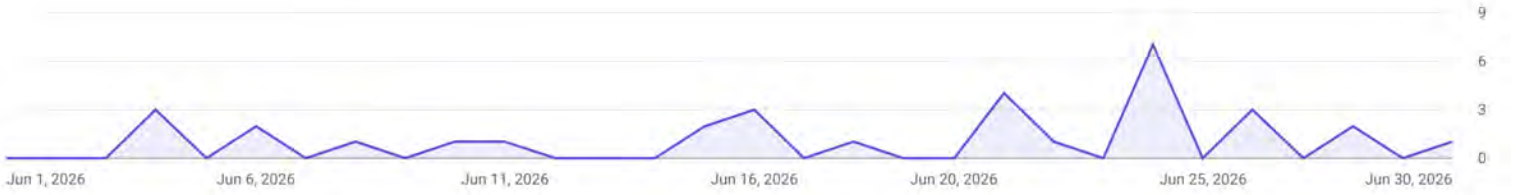
In June, people watched your videos 235 times

Views	Watch time (hours)	Subscribers
235 ↑	**37.0** ↑	**+3** ✓
18% more than May 2 – 31, 2026	*46% more than May 2 – 31, 2026*	*About the same as May 2 – 31, 2026*



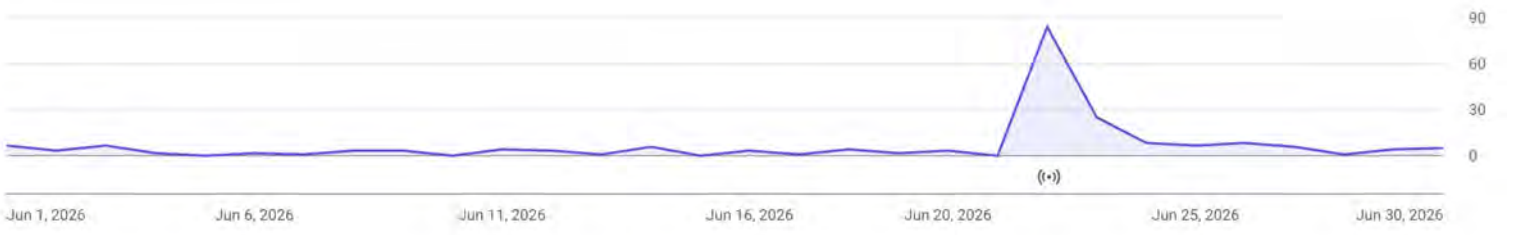
All | **Videos** | Live | Playlists | Podcasts

Views	Impressions	Impressions click-through rate	Average view duration
32 ↓	**1.3K** ↓	**1.1%**	**1:48**
47% less than May 2 – 31, 2026	*26% less than May 2 – 31, 2026*		



All | Videos | **Live** | Playlists | Podcasts

Views	Impressions	Impressions click-through rate	Average view duration
203 ↑	**3.4K** ↑	**4.6%**	**10:39**
46% more than May 2 – 31, 2026	*69% more than May 2 – 31, 2026*		



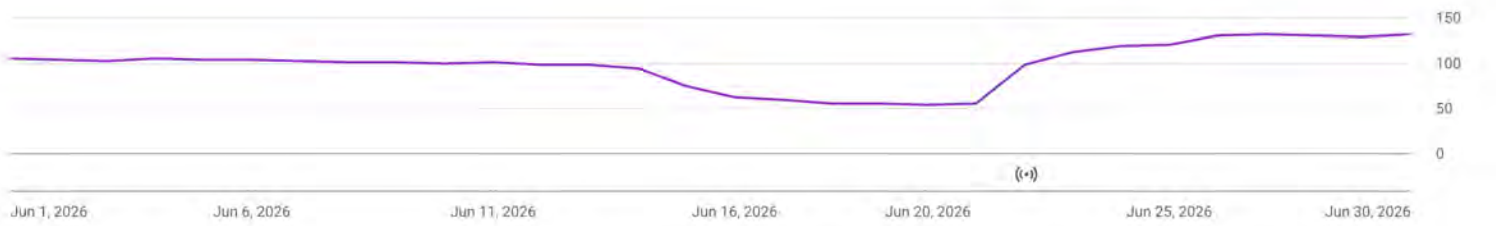
Monthly audience

132

Subscribers

+3

About the same as May 2 – 31, 2026



Audience by watch behavior

Monthly audience · Jun 30, 2026



New viewers	55.3%
Casual viewers	23.5%
Regular viewers	21.2%

Watch time from subscribers

Watch time · June

Not subscribed	62.7%
Subscribed	37.4%

City of Clewiston
Nextdoor

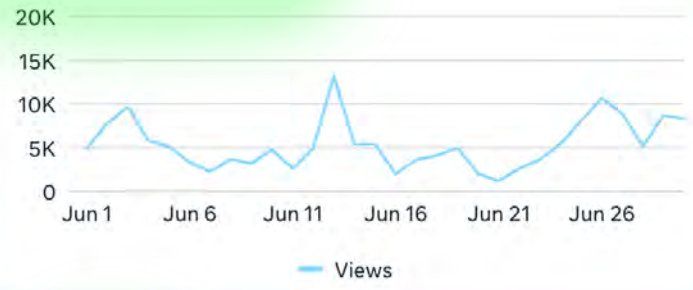
Area	Members	New members *	Claimed households	Agency posts *
City of Clewiston	817	7	645	31

Area	Members	New members *	Claimed households	Agency posts *
North Clewiston	467	2	356	29
SW Clewiston	181	2	155	29
Clewiston	169	3	134	29

City of Clewiston
Parks & Rec Facebook

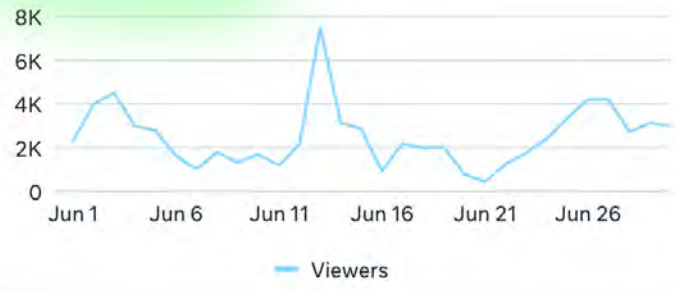
Views Export

161.6K ↑ 169%



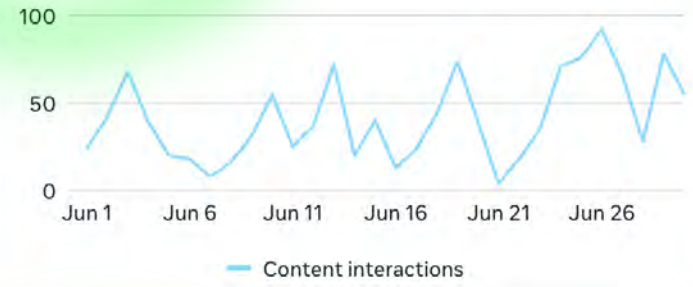
Viewers Export

24.8K ↑ 118.4%



Content interactions Export

1.2K ↑ 236.6%



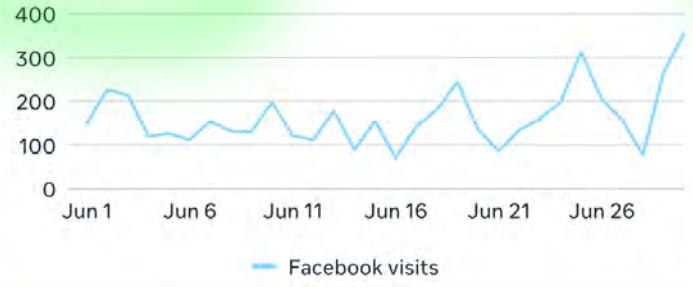
Link clicks Export

256 ↑ 93.9%



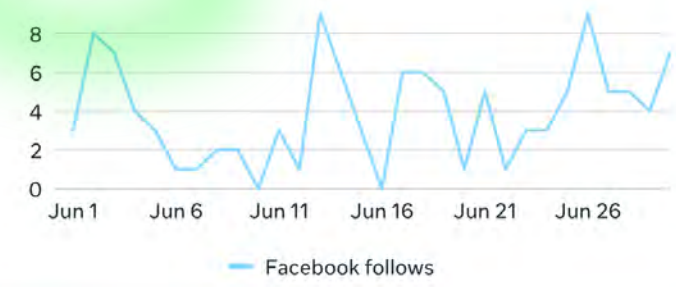
Visits Export

4.9K ↑ 133%



Follows Export

117 ↑ 265.6%

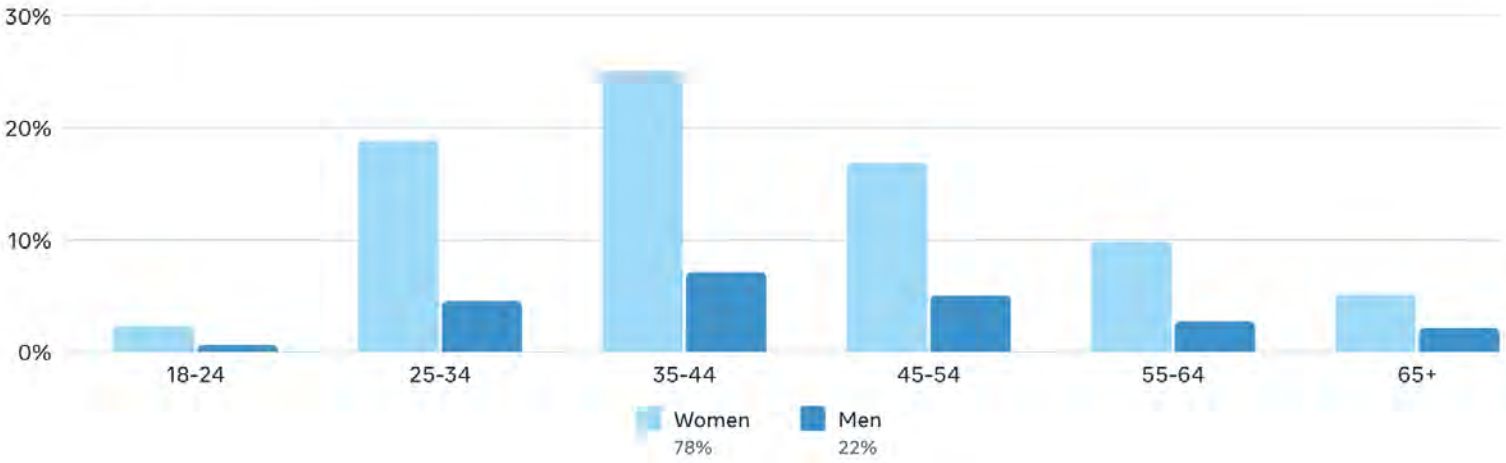


Followers

Lifetime

3,111

Age & gender



Top cities

Clewiston, FL	41.8%
Harlem, FL	6.4%
Moore Haven, FL	4.4%
Belle Glade, FL	3.3%
Port La Belle, FL	3%
La Belle, FL	2.4%
Lehigh Acres, FL	1.2%
Okeechobee, FL	1%
Cape Coral, FL	0.7%
Lake Placid, FL	0.7%

Top countries

United States	97.2%
Mexico	0.2%
Brazil	0.1%
Canada	0.1%
Indonesia	0.1%
Nigeria	0.1%
Pakistan	0.1%
Philippines	0.1%
Puerto Rico	0.1%
Vietnam	0.1%



Planning a birthday party, family gatherin...

Fri Jun 12, 5:00pm

19.5K 30

0 11



Planning a birthday party, family gatherin...

Tue Jun 2, 10:00am

13.8K 51

2 15



While Mother Nature had other plans and c...

Wed Jun 3, 7:57pm

9.9K 46

0 3



The City of Clewiston Parks & Recreation...

Fri Jun 26, 9:00am

8.8K 24

5 23



The City of Clewiston Parks & Recreation...

Wed Jun 10, 4:00pm

8.6K 33

7 26



The City of Clewiston Parks & Recreation...

Thu Jun 25, 12:26pm

8.2K 45

3 2



We are just 11 days away from Clewiston...

Tue Jun 23, 2:55pm

8.1K 52

5 20



Planning a birthday party, family gatherin...

Fri Jun 26, 1:00pm

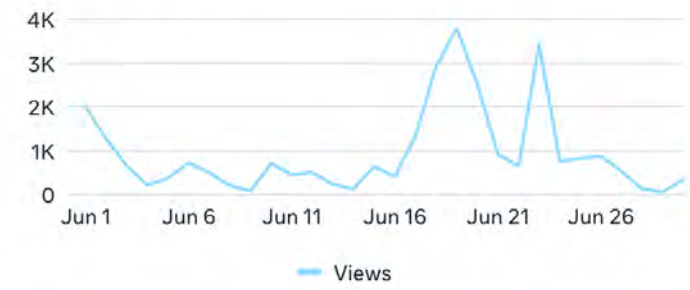
7.8K 18

4 7

City of Clewiston
Golf Course Facebook

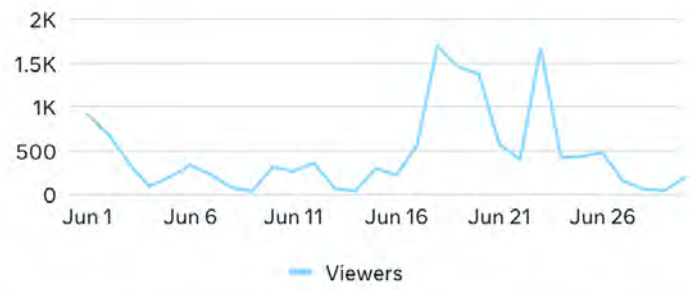
Views

28.1K ↑ 83.2%



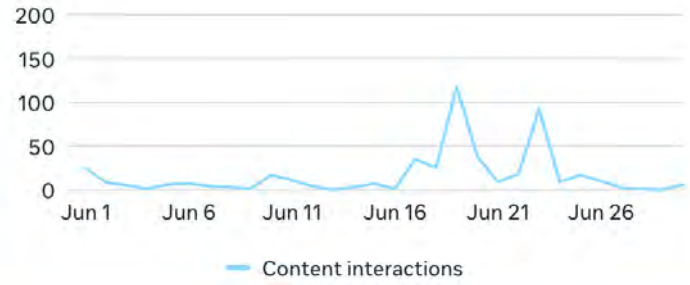
Viewers

7.0K ↑ 99.1%



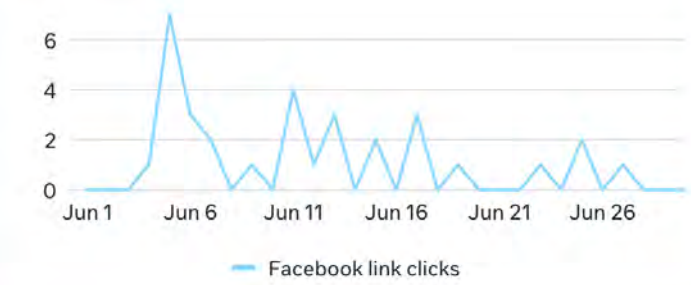
Content interactions

483 ↑ 127.8%



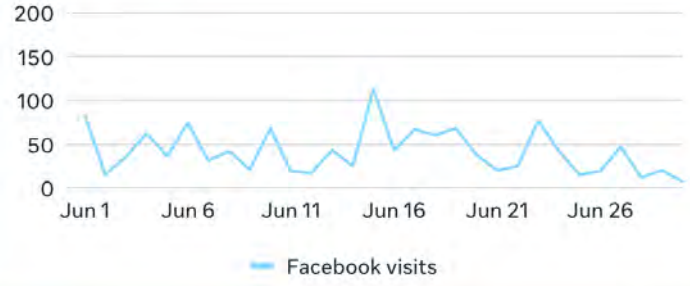
Link clicks

32 ↑ 68.4%



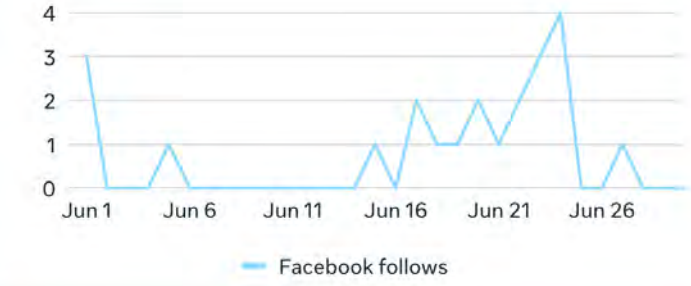
Visits

1.2K ↑ 22.8%



Follows

22 ↑ 120%

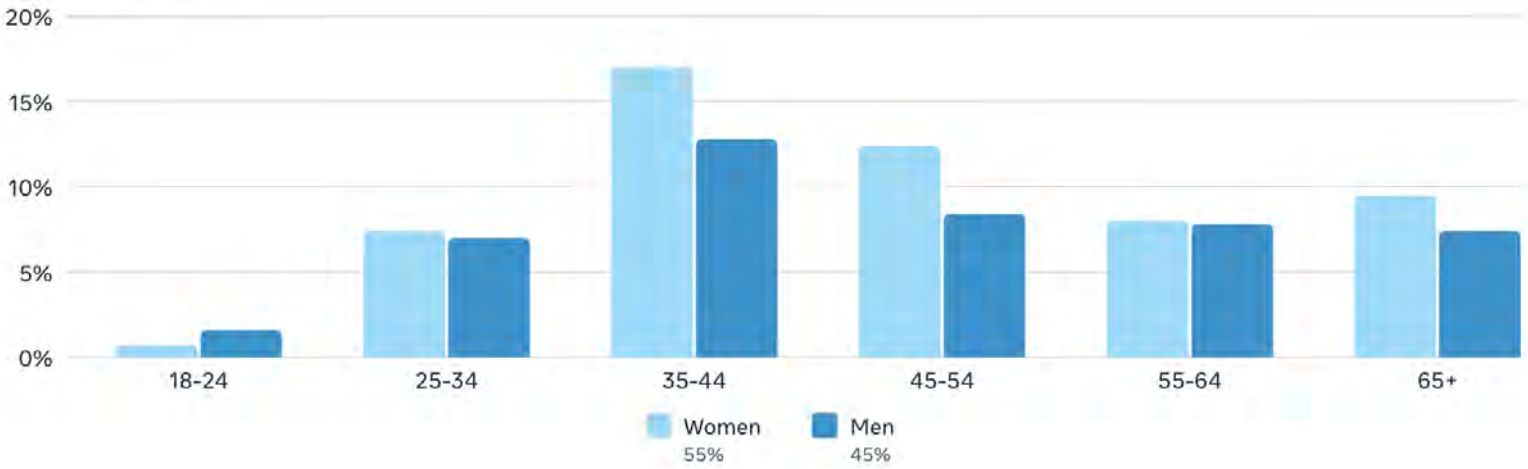


Followers

Lifetime

808

Age & gender



Top cities

Clewiston, FL	37%
Moore Haven, FL	4.2%
Port La Belle, FL	4.2%
La Belle, FL	3.1%
Belle Glade, FL	3%
Harlem, FL	2.8%
Okeechobee, FL	1.2%
Lake Placid, FL	1.1%
Wellington, FL	1.1%
Cape Coral, FL	0.7%

Top countries

United States	95.2%
Canada	1.6%
Pakistan	0.4%
Mexico	0.2%
Myanmar	0.2%
Puerto Rico	0.2%
Argentina	0.1%
Brazil	0.1%
Cuba	0.1%
Ukraine	0.1%



The 2026 City of Clewiston Junior Gol...

Fri Jun 19, 6:07pm

6.0K 70 6 4



It is with deep sadness that we share the...

Tue Jun 23, 9:41am

3.4K 49 21 5



First Tee Palm Beaches presents the 2026...

Wed Jun 17, 4:44pm

3.2K 33 1 2



One of the highlights of this year's 2026 City ...

Fri Jun 19, 6:29pm

2.2K 20 3 2



A flashback to timeless moments at Clewisto...

Thu Jun 18, 8:00am

1.5K 15 0 0



Summer is the perfect time for young golfer...

Mon Jun 1, 3:00pm

1.4K 11 0 1



Summer hours are now in effect at Clewisto...

Tue Jun 2, 8:00am

1.3K 5 0 3



Ready for another great month on the...

Mon Jun 1, 8:00am

1.2K 12 0 1

City of Clewiston
Constant Contact



06.26

Sent | Email • Sent Jun 26, 2026 at 5:00pm EDT

248 sends • 71 (40%) opens • 3 (2%) clicks • 69 (28%) bounces • 0 (0%) unsubscribes



06.19

Sent | Email • Sent Jun 20, 2026 at 9:00am EDT

246 sends • 81 (46%) opens • 11 (6%) clicks • 68 (28%) bounces • 0 (0%) unsubscribes



06.11

Sent | Email • Sent Jun 12, 2026 at 9:00am EDT

245 sends • 84 (48%) opens • 7 (4%) clicks • 69 (28%) bounces • 0 (0%) unsubscribes



06.02

Sent | Email • Sent Jun 2, 2026 at 8:00am EDT • Resent Jun 4, 2026 at 9:00am EDT

244 sends • 93 (53%) opens • 7 (4%) clicks • 69 (28%) bounces • 0 (0%) unsubscribes

Email performance

Emails sent
975
↑+9 vs. previous 31 days

Delivered
702
↑+8 vs. previous 31 days

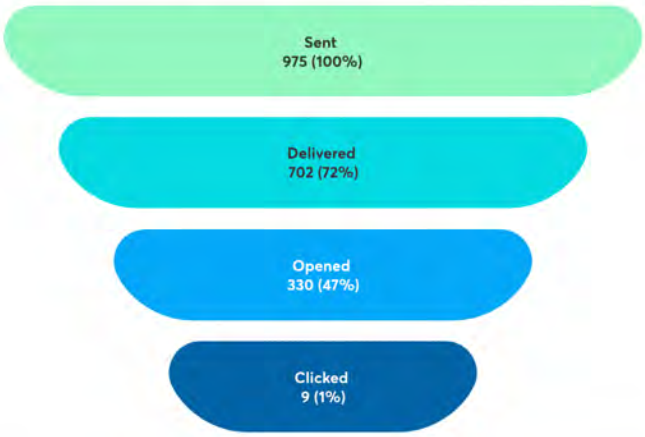
Open rate
47%
↑+0% vs. previous 31 days

Click rate
1%
↓-3% vs. previous 31 days

Bounced
273
↑+1 vs. previous 31 days

Unsubscribed
1
↑+1 vs. previous 31 days

Email marketing funnel



*Percentages are based on total emails sent

Overall open rate

Add Industry to check how you're doing compared to your industry average

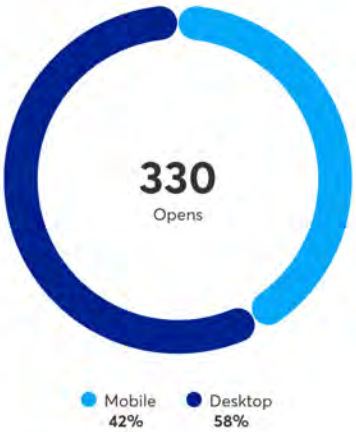
Your open rate	47%
vs. previous 31 days	0% —

Overall click rate

Add Industry to check how you're doing compared to your industry average

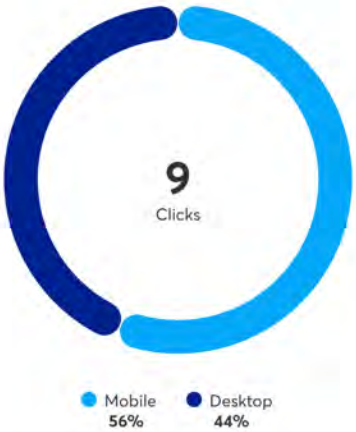
Your click rate	1%
Your click-to-open rate	3%
vs. previous 31 days	-3% ↓

Opens by device



Mobile 42%
Desktop 58%

Clicks by device



Mobile 56%
Desktop 44%

City of Clewiston
Skykit



Happy-Independence-Day!-3
DURATION: 20 SEC | LAST UPDATED: 06/26/26, 11:05 AM | CREATOR: CARLOS@CGPAGENCY.COM | PUBLISHED



Happy-Independence-Day!-2
DURATION: 20 SEC | LAST UPDATED: 06/26/26, 11:05 AM | CREATOR: CARLOS@CGPAGENCY.COM | PUBLISHED



Happy-Independence-Day!
DURATION: 20 SEC | LAST UPDATED: 06/26/26, 11:05 AM | CREATOR: CARLOS@CGPAGENCY.COM | PUBLISHED



Paint-Nite-The-City-of-Clewiston-Parks-&-Recreation-Department
DURATION: 20 SEC | LAST UPDATED: 06/26/26, 11:03 AM | CREATOR: CARLOS@CGPAGENCY.COM | PUBLISHED



AMI-System-is-Fully-Implemented-Skykit
DURATION: 15 SEC | LAST UPDATED: 06/24/26, 5:53 PM | CREATOR: CARLOS@CGPAGENCY.COM | PUBLISHED



4th-of-July-Skykit
DURATION: 15 SEC | LAST UPDATED: 06/23/26, 12:03 PM | CREATOR: CARLOS@CGPAGENCY.COM | PUBLISHED



2026-City-of-Clewiston-Junior-Golf-Camp-2
DURATION: 10 SEC | LAST UPDATED: 06/22/26, 1:27 PM | CREATOR: CARLOS@CGPAGENCY.COM | PUBLISHED



2026-City-of-Clewiston-Junior-Golf-Camp-1
DURATION: 15 SEC | LAST UPDATED: 06/22/26, 1:27 PM | CREATOR: CARLOS@CGPAGENCY.COM | PUBLISHED



Clewiston-Summer-Camp-2
DURATION: 10 SEC | LAST UPDATED: 06/18/26, 10:24 PM | CREATOR: CARLOS@CGPAGENCY.COM | PUBLISHED



Clewiston-Summer-Camp
DURATION: 10 SEC | LAST UPDATED: 06/18/26, 10:16 PM | CREATOR: CARLOS@CGPAGENCY.COM | PUBLISHED



Parks-&-Recreation-Honors-District-Champion-Team-at-Advisory-Board-Meeting-Skykit
DURATION: 20 SEC | LAST UPDATED: 06/18/26, 8:32 PM | CREATOR: CARLOS@CGPAGENCY.COM | PUBLISHED



Clewiston-Summer-Camp-2026-SkYKIT-1
DURATION: 10 SEC | LAST UPDATED: 06/15/26, 12:08 PM | CREATOR: CARLOS@CGPAGENCY.COM | PUBLISHED



Clewiston-Summer-Camp-2026-SkYKIT-2
DURATION: 20 SEC | LAST UPDATED: 06/13/26, 1:28 PM | CREATOR: CARLOS@CGPAGENCY.COM | PUBLISHED



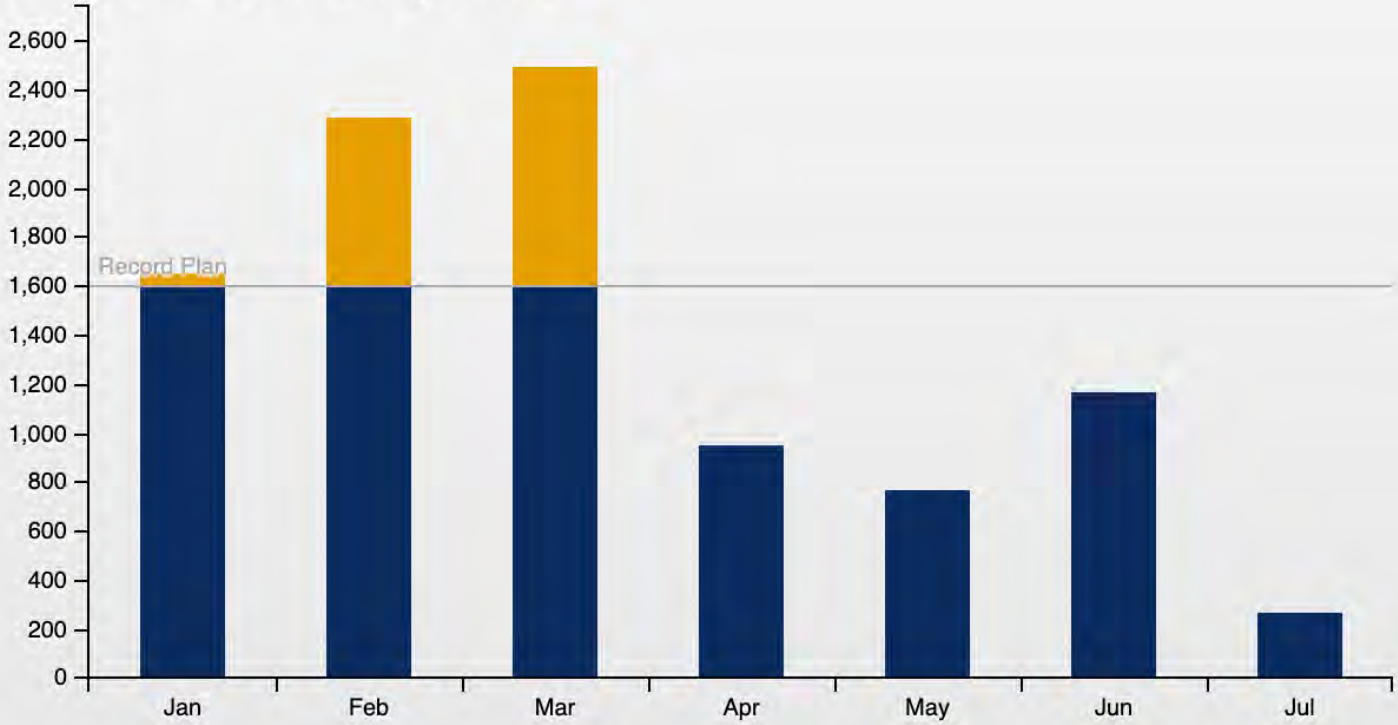
Clewiston-Public-Library-Hosts-Engaging-Educational-Experience-for-Families
DURATION: 20 SEC | LAST UPDATED: 06/11/26, 6:18 PM | CREATOR: CARLOS@CGPAGENCY.COM | PUBLISHED



Summer-Camp-Is-in-Full-Swing-at-the-Youth-Center
DURATION: 25 SEC | LAST UPDATED: 06/05/26, 7:01 PM | CREATOR: CARLOS@CGPAGENCY.COM | PUBLISHED

City of Clewiston
Archive Social

Archived Record Volume by Month



Note: Record volumes may change as data from recently connected accounts is processed.
Volume this month: 266 new records
Prior 6-month average: 1,550 records / month
Total records in archive: 102,956
Your Plan: Economy
Records: 1,600 records / month
Web Snapshots: Inactive Learn more about this feature
Risk Management & Analytics: Inactive Learn more about this product
Open Archive: Active

PROTECTIVE INSPECTIONS
ACTIVITY REPORT
JUNE 2026

Building Department

- Issued 37 permits
- Performed 75 inspections
- Performed 40 plan reviews
- Serviced 200 customers (both by phone & walk-ins)
- Business Licenses issued 15 (renewals & new)
- Issued 6 yard sale permits
- Prepared report for U.S. Census Bureau
- Prepared report for SW Florida Regional Planning Council
- Prepared report for Hendry County Property Appraiser

Planning & Zoning

- No meeting in June

Building Board

- No meeting in June

Inspections Completed in a Time Period

Record Type	Number	Inspection	Scheduled	Result	Address
New Commercial (Multi-Family)	24-0347	HVAC Duct	30-Jun-26	Pass	201 Flagler St, Clewiston 33440, Florida
Fence	FEN-26-0012	Fence Final	30-Jun-26	Pass	332 W VENTURA AVE, CLEWISTON 33440
Roof (new + re-roof)	ROOF-26-0020	Final	30-Jun-26	Pass	307 W SUGARLAND CIR, CLEWISTON 33440
Roof (new + re-roof)	ROOF-26-0031	Final	30-Jun-26	Pass	628 E TRINIDAD AVE, CLEWISTON 33440
Addition/Remodels Residential	ADD-R-26-0001	Framing	30-Jun-26	Cancel	207 VIA DEL AQUA, CLEWISTON 33440
Addition/Remodels Residential	ADD-R-26-0001	Insulation	30-Jun-26	Pass	207 VIA DEL AQUA, CLEWISTON 33440
Roof (new + re-roof)	ROOF-26-0033	Final	29-Jun-26	Pass	440 E VENTURA AVE, CLEWISTON 33440
Accessory Structure (Other than Alum	ACC-26-0001	Final Building	29-Jun-26	Pass	544 W OBISPO AVE, CLEWISTON 33440
Addition/Remodels Commercial	ADD-C-25-0001	Electrical Rou	29-Jun-26	Pass	1005 W SUGARLAND HWY, CLEWISTON 33440
Roof (new + re-roof)	ROOF-26-0020	Dry-in	29-Jun-26	Pass	307 W SUGARLAND CIR, CLEWISTON 33440
New Commercial (Multi-Family)	COM-N-26-0001	Footer	29-Jun-26	Pass	1307 OLYMPIA ST, CLEWISTON 33440
Addition/Remodels Commercial	ADD-C-25-0001	Framing	25-Jun-26	Pass	1005 W SUGARLAND HWY, CLEWISTON 33440
Accessory Structure (Other than Alum	ACC-26-0018	Footer/Slab	11-Jun-26	Pass	327 E PASADENA AVE, CLEWISTON 33440
Shutters	SHUT-26-0002	Shutters	24-Jun-26	Pass	502 WATER OAK AVE, CLEWISTON 33440
Shutters	SHUT-26-0002	Rough Frami	24-Jun-26	Pass	502 WATER OAK AVE, CLEWISTON 33440
Roof (new + re-roof)	ROOF-26-0033	Dry-in	24-Jun-26	Pass	440 E VENTURA AVE, CLEWISTON 33440
Aluminum Construction	ALUM-26-0002	Aluminum Fi	23-Jun-26	Pass	548 OLD FARM PL, CLEWISTON 33440
Windows/Doors	WD-26-0021	Final Building	23-Jun-26	Pass	1005 PALMETTO ST, CLEWISTON 33440
Windows/Doors	WD-26-0021	Framing	23-Jun-26	Pass	1005 PALMETTO ST, CLEWISTON 33440
Addition/Remodels Residential	ADD-R-26-0001	Plumbing 2nd	23-Jun-26	Pass	207 VIA DEL AQUA, CLEWISTON 33440
Addition/Remodels Residential	ADD-R-26-0001	Mechanical R	23-Jun-26	Pass	207 VIA DEL AQUA, CLEWISTON 33440
Roof (new + re-roof)	ROOF-26-0020	Dry-in	23-Jun-26	Fail	307 W SUGARLAND CIR, CLEWISTON 33440
Driveway/Concrete	DRIVE-26-0012	Footer	23-Jun-26	Pass	1205 PINEWOOD ST, CLEWISTON 33440
Electrical Service	ELEC-26-0020	Electrical Rou	22-Jun-26	Pass	413 W EL PASO AVE, CLEWISTON 33440
Fence	FEN-25-0021	Fence Final	22-Jun-26	Pass	512 ORCHARD PARK DR, CLEWISTON 33440
Aluminum Construction	ALUM-26-0002	Floor/Slab	22-Jun-26	Pass	548 OLD FARM PL, CLEWISTON 33440
Windows/Doors	WD-26-0019	Final Building	18-Jun-26	Pass	522 E HAITI AVE, CLEWISTON 33440
Electrical Service	ELEC-26-0019	Electrical Rou	17-Jun-26	Pass	324 W VENTURA AVE, CLEWISTON 33440
Plumbing	PLU-26-0004	Plumbing Fin	17-Jun-26	Pass	113 S DEANE DUFF AVE, CLEWISTON 33440
Aluminum Construction	ALUM-26-0002	Foundation/F	17-Jun-26	Pass	548 OLD FARM PL, CLEWISTON 33440
Plumbing	PLU-26-0005	Plumbing Fin	17-Jun-26	Pass	115 S DEANE DUFF AVE, CLEWISTON 33440
Roof (new + re-roof)	ROOF-26-0035	Final	16-Jun-26	Pass	520 E SUGARLAND HWY, CLEWISTON 33440

Addition/Remodels Residential	ADD-R-26-0005	Electrical Fina	16-Jun-26	Cancel	214 S SAN BENITO ST, CLEWISTON 33440	
New Commercial (Multi-Family)	24-0275	Footer/Slab	16-Jun-26	Pass	1301 Olympia Street, Clewiston 33440, Florida	
Plumbing	PLU-26-0008	Plumbing Rou	16-Jun-26	Pass	1028 BAYBERRY LOOP, CLEWISTON 33440	
New Commercial (Multi-Family)	COM-N-26-0001	Footer/Slab	16-Jun-26	Pass	1307 OLYMPIA ST, CLEWISTON 33440	
New Commercial (Multi-Family)	24-0275	Framing	16-Jun-26	Pass	1301 Olympia Street, Clewiston 33440, Florida	
New Commercial (Multi-Family)	COM-N-26-0003	Footer	16-Jun-26	Pass	335 Bond st. Clewiston Fl 33440	
New Residential (One & Two Family)	RES-N-25-0001	Plumbing Fin	15-Jun-26	Pass	51 COMMERCIO ST, CLEWISTON 33440	
New Residential (One & Two Family)	RES-N-25-0001	Mechanical F	15-Jun-26	Pass	51 COMMERCIO ST, CLEWISTON 33440	
New Residential (One & Two Family)	RES-N-25-0001	Electrical Fina	15-Jun-26	Pass	51 COMMERCIO ST, CLEWISTON 33440	
Addition/Remodels Residential	ADD-R-26-0001	Electrical Rou	15-Jun-26	Pass	207 VIA DEL AQUA, CLEWISTON 33440	
Roof (new + re-roof)	ROOF-26-0030	Final	15-Jun-26	Pass	405 W ALVERDEZ AVE, CLEWISTON 33440	
New Residential (One & Two Family)	RES-N-26-0002	Exterior Lath	15-Jun-26	Pass	542 Commercio St Clewiston, FL 33440	
Roof (new + re-roof)	ROOF-26-0021	In Progress	15-Jun-26	Pass	109 CENTRAL AVE, CLEWISTON 33440	
Gas	GAS-26-0001	Gas rough pip	15-Jun-26	Pass	611 E SUGARLAND HWY, CLEWISTON 33440	
Addition/Remodels Residential	ADD-R-26-0005	Early Power	12-Jun-26	Pass	214 S SAN BENITO ST, CLEWISTON 33440	
Addition/Remodels Commercial	ADD-C-26-0010	Tie Beam	11-Jun-26	Pass	839 E ALVERDEZ AVE, CLEWISTON 33440	
Roof (new + re-roof)	ROOF-26-0030	Dry-in	2-Jun-26	Pass	405 W ALVERDEZ AVE, CLEWISTON 33440	
Driveway/Concrete	DRIVE-25-0005	Final	9-Jun-26	Pass	923 W SUGARLAND HWY, CLEWISTON 33440	
Electrical Service	ELEC-26-0008	Electrical Fina	8-Jun-26	Pass	525 W SAGAMORE AVE, CLEWISTON 33440	
Electrical Service	ELEC-26-0016	Electrical Rou	1-Jun-26	Pass	621 W OBISPO AVE, CLEWISTON 33440	
Addition/Remodels Commercial	ADD-C-25-0007	Final Building	8-Jun-26	Pass	848 W VENTURA AVE, CLEWISTON 33440	
Demolition	DEMO-26-0003	Demolition F	8-Jun-26	Pass	321 SAGINAW AVE, CLEWISTON 33440	
Driveway/Concrete	DRIVE-26-0010	Footer	8-Jun-26	Pass	512 COMMERCE CT, CLEWISTON 33440	
Plumbing	PLU-26-0007	Plumbing Fin	5-Jun-26	Pass	324 E DEL MONTE AVE, CLEWISTON 33440	
Driveway/Concrete	DRIVE-25-0005	Footer	5-Jun-26	Pass	923 W SUGARLAND HWY, CLEWISTON 33440	
Fence	FEN-26-0009	Fence Final	5-Jun-26	Pass	516 BOND ST, CLEWISTON 33440	
Roof (new + re-roof)	ROOF-26-0024	Final	5-Jun-26	Pass	607 BOWDEN RD, CLEWISTON 33440	
Roof (new + re-roof)	ROOF-26-0022	Final	5-Jun-26	Pass	705 E AVENIDA DEL RIO, CLEWISTON 33440	
Electrical Service	ELEC-26-0014	Electrical Rou	5-Jun-26	Pass	311 E OSCEOLA AVE, CLEWISTON 33440	
Roof (new + re-roof)	ROOF-26-0026	Final	5-Jun-26	Pass	227 E CRESCENT DR, CLEWISTON 33440	
Accessory Structure (Other than Alum	ACC-26-0018	Footer/Slab	5-Jun-26	Fail	327 E PASADENA AVE, CLEWISTON 33440	
Addition/Remodels Commercial	ADD-C-26-0010	Tie Beam	5-Jun-26	Fail	839 E ALVERDEZ AVE, CLEWISTON 33440	
Gas	GAS-26-0002	Gas Final	5-Jun-26	Pass	542 W SAGAMORE AVE, CLEWISTON 33440	
Gas	GAS-26-0002	Gas Final Pipi	5-Jun-26	Pass	542 W SAGAMORE AVE, CLEWISTON 33440	

Gas	GAS-26-0002	Gas rough pi	3-Jun-26	Pass	542 W SAGAMORE AVE, CLEWISTON 33440	
Gas	GAS-26-0002	Gas Undergr	3-Jun-26	Pass	542 W SAGAMORE AVE, CLEWISTON 33440	
Addition/Remodels Residential	ADD-R-26-0001	Roof Truss	2-Jun-26	Pass	207 VIA DEL AQUA, CLEWISTON 33440	
Addition/Remodels Residential	ADD-R-26-0001	Roof Sheathi	2-Jun-26	Pass	207 VIA DEL AQUA, CLEWISTON 33440	
Plumbing	PLU-26-0007	Plumbing 2n	2-Jun-26	Pass	324 E DEL MONTE AVE, CLEWISTON 33440	
Plumbing	PLU-26-0007	Water Servic	2-Jun-26	Pass	324 E DEL MONTE AVE, CLEWISTON 33440	
Plumbing	PLU-26-0007	Sewer	1-Jun-26	Pass	324 E DEL MONTE AVE, CLEWISTON 33440	
Plumbing	PLU-26-0007	Undergroun	1-Jun-26	Pass	324 E DEL MONTE AVE, CLEWISTON 33440	
New Residential (One & Two Family)	RES-N-26-0002	Insulation	1-Jun-26	Pass	542 Commercio St Clewiston, FL 33440	
Total: 75						

Permits Issued in a Time Period

Number	Address	Issued Date	Payments I	Status	Description	Property O	Property Owner: Phone			
ELEC-26-0023	712 CORTEZ ST, CLEWISTON 33440	6/26/2026	$87.45	Issued	Replace overhead service					
ELEC-26-0022	440 E VENTURA AVE, CLEWISTON 3	6/30/2026	$98.21	Issued	Upgrade the Service Meter of the property					
ELEC-26-0021	304 E CRESCENT DR, CLEWISTON 33	6/23/2026	$98.21	Issued	change 200 amp meter/main combo for home					
ELEC-26-0020	413 W EL PASO AVE, CLEWISTON 33	6/22/2026	$84.50	Complet	6/22/2026					
ROOF-26-0038	316 W AVENIDA DEL RIO, CLEWISTO	6/26/2026	$146.65	Issued	INSTALLING 26GA GULFRIB METAL OVER EXISITNG					
DRIVE-26-0012	1205 PINEWOOD ST, CLEWISTON 33	6/22/2026	$183.30	Issued	2400sqf driveway					
ROOF-26-0037	408 W VENTURA AVE, CLEWISTON 3	6/22/2026	$119.74	Issued	Installing 26ga gulfrib metal over existing shingles,					
SIGN-26-0017	1005 W SUGARLAND HWY, CLEWIST	6/26/2026	$262.36	Issued	install bay wording "tires" and "oil change" above bay doors					
SIGN-26-0016	1005 W SUGARLAND HWY, CLEWIST	6/26/2026	$262.36	Issued	install letters "auto care" above bay doors of auto center area					
SIGN-26-0015	1005 W SUGARLAND HWY, CLEWIST	6/22/2026	$787.11	Issued	install numbers "1,2,3,4,5,6" above bay doors for auto center area					
SIGN-26-0014	1005 W SUGARLAND HWY, CLEWIST	6/22/2026	$787.11	Issued	install of "vision" letters to wall					
SIGN-26-0013	1005 W SUGARLAND HWY, CLEWIST	6/26/2026	$262.36	Issued	install of "auto care" letters to wall					
SIGN-26-0012	1005 W SUGARLAND HWY, CLEWIST	6/22/2026	$787.11	Issued	install "pharmacy" letters to wall					
SIGN-26-0011	1005 W SUGARLAND HWY, CLEWIST	6/22/2026	$787.11	Issued	install "outdoor" letters to right frontage					
SIGN-26-0010	1005 W SUGARLAND HWY, CLEWIST	6/22/2026	$787.11	Issued	install "pick up" letters to left frontage					
SIGN-26-0009	1005 W SUGARLAND HWY, CLEWIST	6/22/2026	$787.11	Issued	install of "home & fashion" letters to walmart frontage					
SIGN-26-0008	1005 W SUGARLAND HWY, CLEWIST	6/22/2026	$787.11	Issued	install "grocery" letters to walmart frontage					
SIGN-26-0007	1005 W SUGARLAND HWY, CLEWIST	6/22/2026	$787.11	Issued	install of starburst sign on walmart front					
SIGN-26-0006	1005 W SUGARLAND HWY, CLEWIST	6/22/2026	$787.11	Issued	installation of new sign "walmart"					
WD-26-0027	317 E OBISPO AVE, CLEWISTON 334	6/16/2026	$98.22	Issued	removing and replacing 2 exterior doors (front+back)					
DRIVE-26-0011	414 W SUGARLAND CIR, CLEWISTON	6/17/2026	$130.50	Issued	Additions to driveway around the house					
FEN-26-0012	332 W VENTURA AVE, CLEWISTON 3	6/16/2026	$108.98	Complete		Ariatna Ga	(786) 213-6967			
ROOF-26-0036	716 BOWDEN RD, CLEWISTON 3344	6/18/2026	$125.12	Issued	Installing 26ga res metal over existing shingles					
WD-26-0026	332 W HAITI AVE, CLEWISTON 3344	6/16/2026	$114.36	Issued	WINDOWS REPLACEMENT					
WD-26-0025	521 W ALVERDEZ AVE, CLEWISTON	6/18/2026	$141.27	Complet	Remove and replace 5 impact resistant windows.					
PLU-26-0008	1028 BAYBERRY LOOP, CLEWISTON	6/15/2026	$95.66	Issued	Repipe comply water system Hot + cold for a 3 bathroom home.					
POOL-26-0001	710 HARVEST LN, CLEWISTON 3344	6/15/2026	$544.92	Issued	SWIMMING POOL, PAVER DECK, AND SCREEN ENCLOSURE BY OTHER					
ROOF-26-0035	520 E SUGARLAND HWY, CLEWISTO	6/3/2026	$180.10	Complet	Tear off the existing roof down to bare wood.					
ELEC-26-0019	324 W VENTURA AVE, CLEWISTON 3	6/16/2026	$87.45	Issued	Replace metercan & riser					
SHUT-26-0002	502 WATER OAK AVE, CLEWISTON 3	6/4/2026	$103.59	Complet	Installation of 10 Clear Storm Panels					
ALUM-26-0002	548 OLD FARM PL, CLEWISTON 334	6/8/2026	$100.39	Complet	New aluminum terrace					
ADD-R-26-0008	333 W ALVERDEZ AVE, CLEWISTON	6/18/2026	$119.74	Issued	Installing 2 helical piers on the home					

ALUM-26-0001	1021 PONCE DE LEON AVE, CLEWIS	6/26/2026	$0.00	Issued	Shed 12x20'				
SIGN-26-0005	611 E SUGARLAND HWY, CLEWISTO	6/12/2026	$108.98	Issued	Install illuminated exterior wall sign				
ACC-26-0016	421 E DEL MONTE AVE, CLEWISTON	6/17/2026	$157.30	Issued	Construct one 38'x42' open pole barn built to P.E Stamped drawings				
SIGN-26-0004	611 E SUGARLAND HWY, CLEWISTO	6/3/2026	$96.25	Issued	DOUBLE SIDE ILLUMINATED MONUMENT SIGN				
DEMO-25-0007	315 N SAN PEDRO ST, CLEWISTON 3	6/25/2026	$512.63	Issued	Demolish Building				

Total: 37

date

6/30/2026

City of Clewiston
Cash and Reserves Detail

The data for this report comes from the "Pooled Cash Report" in Tyler ERP Pro 10 for the selected date

G/L Account #	G/L Account Name	Balance at 6/30/26	Balance at 9/30/25	Change from Prior Year $ Variance	Change from Prior Year % Variance
001-101001	Gen Fund Cash - Claim on Cash	2,258,300.61	2,040,777.64	217,522.97	10.66%
001-101006	Gen Fund Reserves (First Bank)	1,833,777.67	2,789,092.36	(955,314.69)	-34.25%
	Total General Fund Cash	**4,092,078.28**	**4,829,870.00**	(737,791.72)	
101/102-101001	CRA Fund Cash - Claim on Cash	2,869,042.26	1,917,157.38	951,884.88	49.65%
120-101001	Library Grant Fund Cash - Claim on Cash	192,756.45	112,834.43	79,922.02	70.83%
410-101001	Electric Fund Cash - Claim on Cash	4,867,894.56	8,174,095.80	(3,306,201.24)	-40.45%
410-101207	Electric Fund Cash Reserves (FL Prime)	5,114,766.25	2,980,533.42	2,134,232.83	71.61%
	Total Electric Fund Cash	**9,982,660.81**	**11,154,629.22**	(1,171,968.41)	
420-101001	Water/Sewer Fund Cash - Claim on Cash	841,742.95	(2,139,181.83)	2,980,924.78	-139.35%
420-101207	Water / Sewer Reserves (FL Prime)	4,335,872.10	4,210,623.27	125,248.83	2.97%
A	Less: Restericed Cash - $1,471,654	(1,471,654.12)	(1,471,654.12)	-	0.00%
	Total Water/Sewer Fund Cash (less restricted cash)	**3,705,960.93**	**599,787.32**	3,106,173.61	
430-101001	Solid Waste Fund Cash - Claim on Cash	421,581.22	868,713.67	(447,132.45)	-51.47%
430-101207	Solid Waste Reserves (FL Prime)	1,022,406.95	0.00	1,022,406.95	100.00%
	Total Solid Waste Fund Cash	**1,443,988.17**	**868,713.67**	575,274.50	
	Total Unrestricted Cash	23,758,141.02	20,954,646.14	2,803,494.88	13.38%
	Total Restricted Cash	1,471,654.12	1,471,654.12	-	0.00%
	TOTAL ALL CASH	**25,229,795.14**	**22,426,300.26**	**2,803,494.88**	**12.50%**

A Per various Debt Covenants in Water/ Sewer Fund, this is the total amount of "encumbered" or restricted cash that must remain unspent until applicable loans / bonds are paid off. Applicable Loans:

Loan / Payoff Year	Cash Restricted
DEP260410 / 2048	13,259.16
DEP260420 / 2040	6,525.98
DEP260421 / 2041	11,607.06
DEP260440 / 2045	16,406.92
USDA - Short Lived Asset Reserve / 2046	635,000.00
USDA - Rev Bond Redemption / 2046	788,855.00
Total Restricted Cash	1,471,654.12

City of Clewiston, FL

Budget Report
Account Summary
For Fiscal: 2025 - 2026 Period Ending: 06/30/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND							
001-311100	Ad Valorem Taxes	2,495,043.00	2,495,043.00	0.00	2,288,095.90	-206,947.10	91.71 %
001-311200	Ad Valorem-Delinquent	0.00	0.00	28,670.36	29,406.10	29,406.10	0.00 %
001-312400	Local Option Gas Tax	360,000.00	360,000.00	34,713.61	188,425.29	-171,574.71	52.34 %
001-312401	0.02 Local Option Gas Tax	75,000.00	75,000.00	8,415.42	136,345.63	61,345.63	181.79 %
001-312510	Ins. Prem. Tax-Firefighter Pension	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
001-312600	Discretionary Tax	943,509.00	943,509.00	65,176.62	790,427.51	-153,081.49	83.78 %
001-314100	Electric Utility Tax	575,000.00	575,000.00	58,684.48	408,300.73	-166,699.27	71.01 %
001-314200	Natural Gas Utility Tax	7,500.00	7,500.00	0.00	3,615.79	-3,884.21	48.21 %
001-315000	Communications Services Tax	250,000.00	250,000.00	21,774.51	210,038.98	-39,961.02	84.02 %
001-316000	Local Business Tax	25,000.00	25,000.00	340.00	16,426.30	-8,573.70	65.71 %
001-322100	Permits- Buildings	60,000.00	60,000.00	0.00	10,298.57	-49,701.43	17.16 %
001-322130	Plan Review	25,000.00	25,000.00	7,557.00	18,272.13	-6,727.87	73.09 %
001-322900	Permits - Other	0.00	0.00	3,608.20	49,673.10	49,673.10	0.00 %
001-323400	Propane Utility Tax	14,000.00	14,000.00	2,818.82	12,114.01	-1,885.99	86.53 %
001-323401	Natural Gas Franchise Tax	15,000.00	15,000.00	0.00	9,215.80	-5,784.20	61.44 %
001-325500	Fire Services Assessment	577,000.00	577,000.00	7,433.61	478,389.99	-98,610.01	82.91 %
001-329001	Training Surcharge(Bldg)	1,000.00	1,000.00	0.00	627.84	-372.16	62.78 %
001-329200	Permits - Plumbing	1,500.00	1,500.00	0.00	790.00	-710.00	52.67 %
001-329210	Permits - Electric	10,000.00	10,000.00	0.00	760.60	-9,239.40	7.61 %
001-329220	Permits - Yard Sale	100.00	100.00	5.00	40.00	-60.00	40.00 %
001-329300	Permits - Signs	100.00	100.00	0.00	0.00	-100.00	0.00 %
001-329410	Permits - Mechanical	3,000.00	3,000.00	0.00	5,423.97	2,423.97	180.80 %
001-329420	Permits - Roofing	10,000.00	10,000.00	0.00	767.00	-9,233.00	7.67 %
001-329430	Reinspection Fee	1,000.00	1,000.00	0.00	900.00	-100.00	90.00 %
001-329450	Lien Search	4,000.00	4,000.00	565.00	2,325.00	-1,675.00	58.13 %
001-329500	Cert. - Electrical	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
001-329600	Cert. - Plumbing	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
001-329700	Cert. - General Contractor	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
001-329800	Cert. - Air Conditioning	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
001-329900	Cert. - Roofing	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
001-329950	Cert. - Pool	500.00	500.00	0.00	0.00	-500.00	0.00 %
001-332000	Other Grants - State or Fed	1,703,000.00	1,703,000.00	0.00	0.00	-1,703,000.00	0.00 %
001-334102	FDOT-Drainage/Paving	3,079,000.00	3,079,000.00	0.00	93,828.10	-2,985,171.90	3.05 %
001-334104	FDOT Landscape Project Reimburs	116,000.00	116,000.00	0.00	0.00	-116,000.00	0.00 %
001-334105	FDOT C-21 Bridge Project	0.00	0.00	0.00	27,574.10	27,574.10	0.00 %
001-335120	State Revenue Sharing	395,639.00	395,639.00	29,151.25	268,234.31	-127,404.69	67.80 %
001-335140	Mobile Home Licenses	3,500.00	3,500.00	96.25	3,864.97	364.97	110.43 %
001-335150	Alcoholic Beverage Lic.	4,000.00	4,000.00	0.00	3,579.56	-420.44	89.49 %
001-335180	Half Cent Sales Tax	397,279.00	397,279.00	40,773.92	287,003.22	-110,275.78	72.24 %
001-335490	Fuel Tax Refunds	11,000.00	11,000.00	0.00	9,053.86	-1,946.14	82.31 %
001-335710	Rec - Vol $1 Utility Bill Contrib.	4,000.00	4,000.00	265.43	1,992.42	-2,007.58	49.81 %
001-338100	School Dist. - Rec. Facility Support	50,000.00	50,000.00	0.00	50,000.00	0.00	100.00 %
001-338200	County-Fire Protection	587,342.00	587,342.00	0.00	124,440.41	-462,901.59	21.19 %
001-338300	County Occ. Licenses	2,500.00	2,500.00	0.00	3,122.58	622.58	124.90 %
001-338400	County - Recreation	150,000.00	150,000.00	0.00	75,000.00	-75,000.00	50.00 %
001-338500	County - Library	77,200.00	77,200.00	-68,601.00	-68,601.00	-145,801.00	88.86 %
001-338800	County - Animal Control	0.00	0.00	0.00	60.00	60.00	0.00 %
001-339000	Transfer from Fund 410	1,105,000.00	1,105,000.00	0.00	1,105,000.00	0.00	100.00 %
001-339003	Services Provided to CRA Fund 101	1,000,000.00	1,000,000.00	0.00	0.00	-1,000,000.00	0.00 %
001-341200	Zoning Fees	1,500.00	1,500.00	0.00	1,480.00	-20.00	98.67 %
001-341201	GF Admin. Charges	250,000.00	250,000.00	16,385.30	266,385.30	16,385.30	106.55 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-342210	Fire Services Detail	0.00	0.00	0.00	2,250.00	2,250.00	0.00 %
001-343911	Radon Surcharge	0.00	0.00	0.00	551.76	551.76	0.00 %
001-343912	Permit Surcharge	0.00	0.00	0.00	1,255.68	1,255.68	0.00 %
001-343913	FDOT - Mowing Contract	18,500.00	18,500.00	4,654.26	13,962.78	-4,537.22	75.47 %
001-343914	FDOT - Lights Maintenance	17,500.00	17,500.00	0.00	0.00	-17,500.00	0.00 %
001-343915	FDOT - Signal Maintenance	28,900.00	28,900.00	0.00	0.00	-28,900.00	0.00 %
001-346100	Mosquito Control	325,000.00	325,000.00	27,617.83	247,858.76	-77,141.24	76.26 %
001-346200	Animal Control	0.00	0.00	320.00	3,135.00	3,135.00	0.00 %
001-347100	Library Misc.	0.00	0.00	620.90	5,816.21	5,816.21	0.00 %
001-347224	G/C Beer Sales	20,000.00	20,000.00	1,765.26	16,969.75	-3,030.25	84.85 %
001-347225	G/C Pro-Shop Sales	55,000.00	55,000.00	3,559.61	52,031.29	-2,968.71	94.60 %
001-347227	G/C Jr Golf Camp	6,000.00	6,000.00	5,700.00	5,700.00	-300.00	95.00 %
001-347228	G/C Tournament Fees	60,000.00	60,000.00	3,680.00	40,370.00	-19,630.00	67.28 %
001-347229	G/C Capital Improvement Fee	45,000.00	45,000.00	2,258.73	46,118.94	1,118.94	102.49 %
001-347230	G/C Membership Dues	63,500.00	63,500.00	0.00	10,307.31	-53,192.69	16.23 %
001-347231	G/C Green Fees	170,000.00	170,000.00	5,166.10	168,154.06	-1,845.94	98.91 %
001-347232	G/C Cart Fees	340,000.00	340,000.00	15,592.00	254,756.15	-85,243.85	74.93 %
001-347233	G/C Bag Storage	3,000.00	3,000.00	0.00	-441.55	-3,441.55	14.72 %
001-347234	G/C Locker Rental	1,300.00	1,300.00	0.00	-171.28	-1,471.28	13.18 %
001-347237	G/C Snack Sales	23,000.00	23,000.00	1,944.72	18,678.24	-4,321.76	81.21 %
001-347238	G/C Range Balls	17,000.00	17,000.00	1,898.19	19,815.29	2,815.29	116.56 %
001-347239	G/C Misc. Sales	7,500.00	7,500.00	385.44	6,521.17	-978.83	86.95 %
001-347240	Swimming Pool Admissions	7,500.00	7,500.00	5,176.20	7,850.97	350.97	104.68 %
001-347241	Swimming Lessons	0.00	0.00	1,350.00	1,350.00	1,350.00	0.00 %
001-347249	Ballfield Lights Fee	0.00	0.00	0.00	50.00	50.00	0.00 %
001-347520	Auditorium Fees	50,000.00	50,000.00	2,200.00	37,897.20	-12,102.80	75.79 %
001-347521	JBA - Set-up Fee	7,000.00	7,000.00	400.00	3,350.00	-3,650.00	47.86 %
001-347522	JBA Sanitize Fee	10,000.00	10,000.00	250.00	5,800.00	-4,200.00	58.00 %
001-347523	Police Security Fees	1,000.00	1,000.00	0.00	13,784.84	12,784.84	1,378.48 %
001-347524	Auditorium Security	5,000.00	5,000.00	744.19	6,075.79	1,075.79	121.52 %
001-347530	Recreation - Activity Fees	30,000.00	30,000.00	11,810.70	23,200.70	-6,799.30	77.34 %
001-347532	Youth Center Rent	6,000.00	6,000.00	269.77	10,603.19	4,603.19	176.72 %
001-347540	Vending - Public Works	200.00	200.00	0.00	31.48	-168.52	15.74 %
001-347543	Rec Inflatable Fee	500.00	500.00	50.00	650.00	150.00	130.00 %
001-347544	Parks-Sweetest Town Rental	500.00	500.00	27.50	880.00	380.00	176.00 %
001-347546	Parks-Youth Ctr Chickee Rental	500.00	500.00	0.00	55.00	-445.00	11.00 %
001-347547	Parks-Splash Pad Pav	500.00	500.00	0.00	400.00	-100.00	80.00 %
001-347548	Parks-Trinidad Park Rental	100.00	100.00	-55.00	0.00	-100.00	0.00 %
001-347549	Parks-Sugarland Park Rental	2,000.00	2,000.00	297.50	1,545.00	-455.00	77.25 %
001-347551	Civic Park Gazebo	0.00	0.00	0.00	27.50	27.50	0.00 %
001-347552	JBA - Supervisory	5,000.00	5,000.00	540.00	4,645.00	-355.00	92.90 %
001-347553	Youth Ctr - Supervisory	1,500.00	1,500.00	0.00	1,880.00	380.00	125.33 %
001-347554	Youth Ctr - Setup / Sanitize Fee	4,000.00	4,000.00	0.00	2,800.00	-1,200.00	70.00 %
001-351100	Fines & Forfeitures	10,000.00	10,000.00	2,932.18	22,949.42	12,949.42	229.49 %
001-351101	Traffic Camera Fines	0.00	0.00	0.00	75.00	75.00	0.00 %
001-351120	Code Violation Citations	5,000.00	5,000.00	0.00	4,125.00	-875.00	82.50 %
001-351300	Police Education	1,000.00	1,000.00	311.29	10,094.28	9,094.28	1,009.43 %
001-352000	Library - Fines	1,500.00	1,500.00	165.40	1,177.71	-322.29	78.51 %
001-361000	Interest Earned	142,500.00	142,500.00	6,331.81	71,259.40	-71,240.60	50.01 %
001-362100	Rental Property	10,000.00	10,000.00	1,164.71	10,818.89	818.89	108.19 %
001-362110	Library - Room Rental	0.00	0.00	0.00	515.00	515.00	0.00 %
001-362111	G/C - Country Club Facility Rent	6,000.00	6,000.00	500.00	4,500.00	-1,500.00	75.00 %
001-362115	G/C Tee Sign Lease	6,500.00	6,500.00	0.00	-715.00	-7,215.00	11.00 %
001-365100	Sale of Scraps	500.00	500.00	0.00	228.00	-272.00	45.60 %
001-365200	Sale of Equipment	5,000.00	5,000.00	0.00	29,085.00	24,085.00	581.70 %
001-366086	Contributions - Golf Course	90,000.00	90,000.00	0.00	155,424.00	65,424.00	172.69 %
001-366150	Contributions - Animal Control	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
001-366200	Contributions -- Parks & Rec	5,000.00	5,000.00	200.00	200.00	-4,800.00	4.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-366300	Contributions - Police Explorers	2,000.00	2,000.00	0.00	141.00	-1,859.00	7.05 %
001-366400	Contributions - Police Shop Cop	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
001-369900	Misc. Income	50,000.00	50,000.00	74.34	12,680.96	-37,319.04	25.36 %
001-369902	Misc. Police Fees	10,000.00	10,000.00	485.33	6,188.97	-3,811.03	61.89 %
001-382300	Transfer Reserves	2,797,819.00	2,797,819.00	0.00	0.00	-2,797,819.00	0.00 %
001-384405	Loan Proceeds-All Juice	29,087.00	29,087.00	0.00	0.00	-29,087.00	0.00 %
Department : 1011 - City Commission							
001-1011-512000	Regular Salaries	26,400.00	26,400.00	2,200.00	19,800.00	6,600.00	75.00 %
001-1011-521000	Taxes-FICA	2,020.00	2,020.00	178.57	1,596.85	423.15	79.05 %
001-1011-523000	Insurance-Health	56,412.00	56,412.00	878.62	11,067.20	45,344.80	19.62 %
001-1011-523001	Insurance - Dental	2,534.00	2,534.00	172.88	1,555.88	978.12	61.40 %
001-1011-523002	Insurance - Life	1,524.00	1,524.00	56.38	516.24	1,007.76	33.87 %
001-1011-524000	Worker's Compensation	657.00	657.00	0.00	423.00	234.00	64.38 %
001-1011-531100	Legal Service	65,000.00	65,000.00	13,410.00	102,450.00	-37,450.00	157.62 %
001-1011-531500	Other Professional Serv	25,000.00	25,000.00	0.00	17,569.50	7,430.50	70.28 %
001-1011-534000	Other Contractual Serv	9,675.00	9,675.00	500.00	6,652.00	3,023.00	68.75 %
001-1011-540000	Travel & Per Diem	5,500.00	5,500.00	0.00	870.49	4,629.51	15.83 %
001-1011-540500	Registration/Trng Fees	5,500.00	5,500.00	0.00	325.00	5,175.00	5.91 %
001-1011-552700	Operating Supplies	2,000.00	2,000.00	0.00	160.68	1,839.32	8.03 %
001-1011-554100	Dues & Memberships	3,000.00	3,000.00	0.00	2,763.00	237.00	92.10 %
	Department : 1011 - City Commission Total:	**205,222.00**	**205,222.00**	**17,396.45**	**165,749.84**	**39,472.16**	**80.77%**
Department : 1012 - City Mgr / City Clerk / HR							
001-1012-512000	Regular Salaries	325,074.00	325,074.00	25,640.00	255,221.05	69,852.95	78.51 %
001-1012-514000	Overtime Salaries	0.00	0.00	0.00	1,955.80	-1,955.80	0.00 %
001-1012-521000	Taxes-FICA	24,868.00	24,868.00	1,905.88	26,333.80	-1,465.80	105.89 %
001-1012-522000	Retirement Contribution	19,504.00	19,504.00	1,538.40	15,122.00	4,382.00	77.53 %
001-1012-522500	457 Match	9,752.00	9,752.00	585.60	5,640.33	4,111.67	57.84 %
001-1012-523000	Insurance-Health	29,313.00	29,313.00	2,108.70	19,306.49	10,006.51	65.86 %
001-1012-523001	Insurance - Dental	1,567.00	1,567.00	86.44	796.87	770.13	50.85 %
001-1012-523002	Insurance - Life	1,012.00	1,012.00	216.68	1,935.13	-923.13	191.22 %
001-1012-523003	Insurance - AD & D	93.00	93.00	12.46	111.09	-18.09	119.45 %
001-1012-524000	Worker's Compensation	8,087.00	8,087.00	0.00	5,613.00	2,474.00	69.41 %
001-1012-526000	Long Term Disability Ins.	1,267.00	1,267.00	202.03	1,804.13	-537.13	142.39 %
001-1012-533000	Software & IT Services	4,900.00	4,900.00	0.00	482.99	4,417.01	9.86 %
001-1012-534000	Other Contractual Serv	2,500.00	2,500.00	10,617.50	114,525.33	-112,025.33	4,581.01 %
001-1012-534004	Management Services	0.00	0.00	0.00	341.45	-341.45	0.00 %
001-1012-540000	Travel & Per Diem	3,000.00	3,000.00	341.00	5,216.95	-2,216.95	173.90 %
001-1012-540500	Registration/Trng Fees	2,500.00	2,500.00	0.00	725.00	1,775.00	29.00 %
001-1012-541000	Cell and Landline Phone	900.00	900.00	224.48	2,872.05	-1,972.05	319.12 %
001-1012-546200	Maint.-Mach. & Equip.	0.00	0.00	129.62	830.67	-830.67	0.00 %
001-1012-546500	Maint. - Vehicles	1,000.00	1,000.00	504.18	610.99	389.01	61.10 %
001-1012-548100	Legal Advertising	2,500.00	2,500.00	0.00	2,395.00	105.00	95.80 %
001-1012-552100	Fuel	6,310.00	6,310.00	380.00	3,420.00	2,890.00	54.20 %
001-1012-552700	Operating Supplies	2,000.00	2,000.00	57.81	1,491.26	508.74	74.56 %
001-1012-554100	Dues & Memberships	1,000.00	1,000.00	0.00	35.00	965.00	3.50 %
001-1012-554200	Subscript. & Publications	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
	Department : 1012 - City Mgr / City Clerk / HR Total:	**453,147.00**	**453,147.00**	**44,550.78**	**466,786.38**	**-13,639.38**	**103.01%**
Department : 1020 - General Government							
001-1020-522001	Frozen Defined Benefit	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
001-1020-525000	Unemployment Comp	0.00	0.00	0.00	-525.00	525.00	0.00 %
001-1020-531500	Other Professional Serv	40,200.00	40,200.00	0.00	22,385.67	17,814.33	55.69 %
001-1020-532000	Accounting & Auditing	43,000.00	43,000.00	0.00	44,280.00	-1,280.00	102.98 %
001-1020-533000	Software & IT Services	22,000.00	22,000.00	0.00	12,550.11	9,449.89	57.05 %
001-1020-534000	Other Contractual Serv	30,000.00	30,000.00	0.00	12,024.94	17,975.06	40.08 %
001-1020-540000	Travel & Per Diem	0.00	0.00	0.00	259.65	-259.65	0.00 %
001-1020-541000	Cell and Landline Phone	10,800.00	10,800.00	277.88	5,554.44	5,245.56	51.43 %
001-1020-542000	Postage & Freight	4,000.00	4,000.00	57.38	3,319.74	680.26	82.99 %
001-1020-543000	Utilities	30,000.00	30,000.00	0.00	7,653.19	22,346.81	25.51 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-1020-545000	Insurance	103,023.00	103,023.00	0.00	77,268.00	25,755.00	75.00 %
001-1020-546000	Maintenance - Grounds	0.00	0.00	0.00	2,713.69	-2,713.69	0.00 %
001-1020-546100	Maintenance - Buildings	2,500.00	2,500.00	250.00	5,110.09	-2,610.09	204.40 %
001-1020-546200	Maint.-Mach. & Equip.	4,800.00	4,800.00	486.26	2,171.69	2,628.31	45.24 %
001-1020-548000	Promotional Activities	60,000.00	60,000.00	1,100.12	46,933.35	13,066.65	78.22 %
001-1020-552100	Fuel	0.00	0.00	0.00	-1,340.61	1,340.61	0.00 %
001-1020-552400	Janitorial Supplies	2,500.00	2,500.00	94.95	586.84	1,913.16	23.47 %
001-1020-552500	Uniforms	0.00	0.00	0.00	4.95	-4.95	0.00 %
001-1020-552700	Operating Supplies	18,000.00	18,000.00	213.32	9,129.19	8,870.81	50.72 %
001-1020-555500	Supplemental Retire Expense	22,800.00	22,800.00	7,482.84	24,319.23	-1,519.23	106.66 %
001-1020-555501	Retiree-Health Ins.	20,400.00	20,400.00	0.00	14,057.92	6,342.08	68.91 %
001-1020-555502	Retiree-Dental Ins.	1,300.00	1,300.00	0.00	0.00	1,300.00	0.00 %
001-1020-555503	Retiree Supplmntl Life	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
001-1020-564000	Machinery & Equipment	54,200.00	54,200.00	0.00	14,281.00	39,919.00	26.35 %
001-1020-575000	CC Processing Fees	7,000.00	7,000.00	190.64	2,036.39	4,963.61	29.09 %
001-1020-581100	CRA TIF Payment	235,000.00	235,000.00	0.00	345,114.69	-110,114.69	146.86 %
001-1020-581101	CRA Expansion TIF Payment	55,000.00	55,000.00	0.00	92,408.51	-37,408.51	168.02 %
001-1020-583000	Grants - Other	8,500.00	8,500.00	0.00	5,000.00	3,500.00	58.82 %
001-1020-596001	Fund Contingency Reserve	1,940,000.00	1,940,000.00	0.00	0.00	1,940,000.00	0.00 %
Department : 1020 - General Government Total:		**2,777,523.00**	**2,777,523.00**	**10,153.39**	**747,297.67**	**2,030,225.33**	**26.91%**
Department : 1031 - Finance Department							
001-1031-512000	Regular Salaries	275,397.00	275,397.00	13,336.12	169,755.90	105,641.10	61.64 %
001-1031-514000	Overtime Salaries	3,795.00	3,795.00	0.00	2,777.77	1,017.23	73.20 %
001-1031-521000	Taxes-FICA	21,358.00	21,358.00	1,020.52	12,883.45	8,474.55	60.32 %
001-1031-522000	Retirement Contribution	16,752.00	16,752.00	798.72	9,828.45	6,923.55	58.67 %
001-1031-522500	457 Match	8,376.00	8,376.00	399.36	4,716.56	3,659.44	56.31 %
001-1031-523000	Insurance-Health	37,271.00	37,271.00	2,635.86	25,966.88	11,304.12	69.67 %
001-1031-523001	Insurance - Dental	2,027.00	2,027.00	129.66	1,145.33	881.67	56.50 %
001-1031-523002	Insurance - Life	1,577.00	1,577.00	117.78	1,260.50	316.50	79.93 %
001-1031-523003	Insurance - AD & D	143.00	143.00	10.05	104.98	38.02	73.41 %
001-1031-524000	Worker's Compensation	6,946.00	6,946.00	0.00	4,767.00	2,179.00	68.63 %
001-1031-526000	Long Term Disability Ins.	1,149.00	1,149.00	124.79	1,361.74	-212.74	118.52 %
001-1031-534000	Other Contractual Serv	25,000.00	25,000.00	0.00	90.00	24,910.00	0.36 %
001-1031-540000	Travel & Per Diem	5,000.00	5,000.00	0.00	3,397.41	1,602.59	67.95 %
001-1031-540500	Registration/Trng Fees	5,000.00	5,000.00	0.00	1,320.00	3,680.00	26.40 %
001-1031-552700	Operating Supplies	2,250.00	2,250.00	162.50	2,219.09	30.91	98.63 %
001-1031-554100	Dues & Memberships	500.00	500.00	0.00	0.00	500.00	0.00 %
001-1031-554200	Subscript. & Publications	500.00	500.00	0.00	0.00	500.00	0.00 %
Department : 1031 - Finance Department Total:		**413,041.00**	**413,041.00**	**18,735.36**	**241,595.06**	**171,445.94**	**58.49%**
Department : 1075 - Planning and Zoning							
001-1075-512000	Regular Salaries	177,804.00	177,804.00	16,672.57	152,224.89	25,579.11	85.61 %
001-1075-513000	Special Detail	0.00	0.00	0.00	108.28	-108.28	0.00 %
001-1075-514000	Overtime Salaries	1,493.00	1,493.00	0.00	778.50	714.50	52.14 %
001-1075-521000	Taxes-FICA	13,716.00	13,716.00	1,261.84	11,593.17	2,122.83	84.52 %
001-1075-522000	Retirement Contribution	10,758.00	10,758.00	985.14	8,926.08	1,831.92	82.97 %
001-1075-522500	457 Match	5,379.00	5,379.00	165.02	1,103.89	4,275.11	20.52 %
001-1075-523000	Insurance-Health	31,679.00	31,679.00	2,635.86	22,787.88	8,891.12	71.93 %
001-1075-523001	Insurance - Dental	1,550.00	1,550.00	129.66	1,123.72	426.28	72.50 %
001-1075-523002	Insurance - Life	915.00	915.00	138.74	1,147.49	-232.49	125.41 %
001-1075-523003	Insurance - AD & D	83.00	83.00	12.14	102.20	-19.20	123.13 %
001-1075-524000	Worker's Compensation	4,461.00	4,461.00	0.00	3,072.00	1,389.00	68.86 %
001-1075-526000	Long Term Disability Ins.	640.00	640.00	149.31	1,248.90	-608.90	195.14 %
001-1075-531200	Engineering Services	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
001-1075-531500	Other Professional Services	75,000.00	75,000.00	0.00	51,752.44	23,247.56	69.00 %
001-1075-533000	Software & IT Services	12,000.00	12,000.00	0.00	12,000.00	0.00	100.00 %
001-1075-534000	Other Contractual Serv	30,000.00	30,000.00	0.00	327.50	29,672.50	1.09 %
001-1075-540000	Travel & Per Diem	2,500.00	2,500.00	512.75	3,504.51	-1,004.51	140.18 %
001-1075-540500	Registration/Trng Fees	1,500.00	1,500.00	0.00	5,343.07	-3,843.07	356.20 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-1075-541000	Cell and Landline Phone	3,200.00	3,200.00	133.48	1,719.37	1,480.63	53.73 %
001-1075-543000	Utilities	4,000.00	4,000.00	0.00	2,502.44	1,497.56	62.56 %
001-1075-546100	Maintenance - Buildings	1,862.00	1,862.00	0.00	2,848.30	-986.30	152.97 %
001-1075-546200	Maint.-Mach. & Equip.	8,000.00	8,000.00	0.00	657.58	7,342.42	8.22 %
001-1075-546500	Maint. - Vehicles	2,000.00	2,000.00	0.00	64.85	1,935.15	3.24 %
001-1075-547000	Printing & Binding	3,300.00	3,300.00	0.00	6,668.93	-3,368.93	202.09 %
001-1075-548100	Legal Advertising	2,000.00	2,000.00	0.00	91.80	1,908.20	4.59 %
001-1075-552100	Fuel	1,200.00	1,200.00	404.35	2,648.00	-1,448.00	220.67 %
001-1075-552500	Uniforms	1,200.00	1,200.00	0.00	317.64	882.36	26.47 %
001-1075-552700	Operating Supplies	3,000.00	3,000.00	21.49	1,134.92	1,865.08	37.83 %
001-1075-554100	Dues & Memberships	700.00	700.00	599.00	659.00	41.00	94.14 %
001-1075-554200	Subscript. & Publications	1,500.00	1,500.00	0.00	40.00	1,460.00	2.67 %
001-1075-564000	Machinery & Equipment	0.00	0.00	-336.40	36,782.26	-36,782.26	0.00 %
001-1075-575000	CC Processing Fees	0.00	0.00	0.00	190.64	-190.64	0.00 %
	Department : 1075 - Planning and Zoning Total:	**421,440.00**	**421,440.00**	**23,484.95**	**333,470.25**	**87,969.75**	**79.13%**
Department : 1079 - Code Enforcement							
001-1079-512000	Regular Salaries	128,951.00	128,951.00	4,989.48	60,515.00	68,436.00	46.93 %
001-1079-514000	Overtime Salaries	2,302.00	2,302.00	0.00	46.26	2,255.74	2.01 %
001-1079-521000	Taxes-FICA	10,043.00	10,043.00	383.04	4,629.74	5,413.26	46.10 %
001-1079-522000	Retirement Contribution	7,877.00	7,877.00	205.76	3,491.42	4,385.58	44.32 %
001-1079-522500	457 Match	3,938.00	3,938.00	0.00	791.97	3,146.03	20.11 %
001-1079-523000	Insurance-Health	20,725.00	20,725.00	878.62	13,562.37	7,162.63	65.44 %
001-1079-523001	Insurance - Dental	1,566.00	1,566.00	43.22	648.30	917.70	41.40 %
001-1079-523002	Insurance - Life	595.00	595.00	28.98	438.23	156.77	73.65 %
001-1079-523003	Insurance - AD & D	55.00	55.00	1.31	27.12	27.88	49.31 %
001-1079-524000	Worker's Compensation	3,266.00	3,266.00	0.00	2,226.00	1,040.00	68.16 %
001-1079-526000	Long Term Disability Ins.	651.00	651.00	31.70	464.55	186.45	71.36 %
001-1079-531100	Legal Service	3,000.00	3,000.00	480.00	1,100.00	1,900.00	36.67 %
001-1079-531200	Engineering Services	804.00	804.00	0.00	0.00	804.00	0.00 %
001-1079-531500	Other Professional Serv	9,000.00	9,000.00	0.00	4,620.00	4,380.00	51.33 %
001-1079-533000	Software & IT Services	12,000.00	12,000.00	0.00	12,000.00	0.00	100.00 %
001-1079-534000	Other Contractual Serv	2,900.00	2,900.00	0.00	0.00	2,900.00	0.00 %
001-1079-534200	Code Enf Compliance Expense	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-1079-540000	Travel & Per Diem	3,250.00	3,250.00	556.00	1,689.04	1,560.96	51.97 %
001-1079-540500	Registration/Trng Fees	3,250.00	3,250.00	0.00	1,500.00	1,750.00	46.15 %
001-1079-541000	Cell and Landline Phone	3,680.00	3,680.00	111.00	1,647.44	2,032.56	44.77 %
001-1079-542000	Postage & Freight	1,200.00	1,200.00	0.00	800.34	399.66	66.70 %
001-1079-546200	Maint.-Mach. & Equip.	500.00	500.00	0.00	607.00	-107.00	121.40 %
001-1079-546500	Maint. - Vehicles	1,750.00	1,750.00	999.45	2,515.28	-765.28	143.73 %
001-1079-548100	Legal Advertising	150.00	150.00	0.00	0.00	150.00	0.00 %
001-1079-552100	Fuel	5,000.00	5,000.00	266.00	2,428.70	2,571.30	48.57 %
001-1079-552500	Uniforms	1,250.00	1,250.00	0.00	198.73	1,051.27	15.90 %
001-1079-552700	Operating Supplies	3,900.00	3,900.00	54.04	783.51	3,116.49	20.09 %
001-1079-554100	Dues & Memberships	440.00	440.00	0.00	110.00	330.00	25.00 %
	Department : 1079 - Code Enforcement Total:	**234,043.00**	**234,043.00**	**9,028.60**	**116,841.00**	**117,202.00**	**49.92%**
Department : 4040 - Police Department							
001-4040-512000	Regular Salaries	1,016,752.00	1,016,752.00	84,416.06	921,747.43	95,004.57	90.66 %
001-4040-513000	Special Detail	10,000.00	10,000.00	1,812.40	13,920.70	-3,920.70	139.21 %
001-4040-514000	Overtime Salaries	269,003.00	269,003.00	4,522.90	93,212.60	175,790.40	34.65 %
001-4040-521000	Taxes-FICA	98,360.00	98,360.00	6,740.88	77,189.17	21,170.83	78.48 %
001-4040-522000	Retirement Contribution	346,300.00	346,300.00	23,960.26	262,573.58	83,726.42	75.82 %
001-4040-522500	457 Match	20,000.00	20,000.00	635.00	6,991.04	13,008.96	34.96 %
001-4040-523000	Insurance-Health	201,893.00	201,893.00	16,114.58	146,668.33	55,224.67	72.65 %
001-4040-523001	Insurance - Dental	8,615.00	8,615.00	734.74	6,828.76	1,786.24	79.27 %
001-4040-523002	Insurance - Life	7,902.00	7,902.00	634.86	6,031.59	1,870.41	76.33 %
001-4040-523003	Insurance - AD & D	735.00	735.00	58.34	553.89	181.11	75.36 %
001-4040-524000	Worker's Compensation	31,988.00	31,988.00	0.00	40,537.00	-8,549.00	126.73 %
001-4040-526000	Long Term Disability Ins.	5,556.00	5,556.00	718.66	6,815.51	-1,259.51	122.67 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-4040-531100	Legal Service	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00 %
001-4040-531300	Medical Services	4,750.00	4,750.00	800.00	3,600.00	1,150.00	75.79 %
001-4040-531500	Other Professional Serv	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-4040-534000	Other Contractual Serv	77,110.00	77,110.00	833.00	27,263.26	49,846.74	35.36 %
001-4040-540000	Travel & Per Diem	26,000.00	26,000.00	62.06	7,068.42	18,931.58	27.19 %
001-4040-540500	Registration/Trng Fees	25,700.00	25,700.00	1,250.00	4,128.50	21,571.50	16.06 %
001-4040-541000	Cell and Landline Phone	37,364.00	37,364.00	0.00	26,793.99	10,570.01	71.71 %
001-4040-542000	Postage & Freight	600.00	600.00	0.00	241.00	359.00	40.17 %
001-4040-543000	Utilities	20,000.00	20,000.00	0.00	6,587.78	13,412.22	32.94 %
001-4040-545000	Insurance	47,549.00	47,549.00	0.00	29,718.00	17,831.00	62.50 %
001-4040-546000	Maintenance - Grounds	6,400.00	6,400.00	320.00	2,051.40	4,348.60	32.05 %
001-4040-546100	Maintenance - Buildings	12,000.00	12,000.00	800.36	8,558.20	3,441.80	71.32 %
001-4040-546200	Maint.-Mach. & Equip.	13,990.00	13,990.00	126.59	3,072.70	10,917.30	21.96 %
001-4040-546500	Maint. - Vehicles	50,000.00	50,000.00	1,777.30	25,958.40	24,041.60	51.92 %
001-4040-548000	Promotional Activities	5,000.00	5,000.00	325.00	1,496.61	3,503.39	29.93 %
001-4040-551205	Explorers' Expenses	16,575.00	16,575.00	0.00	330.00	16,245.00	1.99 %
001-4040-551206	Shop with a Cop Program	1,500.00	1,500.00	0.00	-1,895.13	3,395.13	-126.34 %
001-4040-551207	JAG Grant Related Expenses	0.00	0.00	5,000.00	-23,940.09	23,940.09	0.00 %
001-4040-552100	Fuel	70,000.00	70,000.00	7,588.56	62,061.49	7,938.51	88.66 %
001-4040-552500	Uniforms	14,200.00	14,200.00	68.50	12,627.40	1,572.60	88.93 %
001-4040-552700	Operating Supplies	50,000.00	50,000.00	1,412.90	16,876.20	33,123.80	33.75 %
001-4040-552800	Investigative Funds	3,000.00	3,000.00	34.81	59.81	2,940.19	1.99 %
001-4040-554100	Dues & Memberships	3,000.00	3,000.00	0.00	720.95	2,279.05	24.03 %
001-4040-562000	PPE - Buildings	303,000.00	303,000.00	0.00	0.00	303,000.00	0.00 %
001-4040-564000	Machinery & Equipment	90,377.00	90,377.00	0.00	68,563.94	21,813.06	75.86 %
001-4040-575000	CC Processing Fees	0.00	0.00	2,147.77	3,993.53	-3,993.53	0.00 %
	Department : 4040 - Police Department Total:	**2,903,219.00**	**2,903,219.00**	**162,895.53**	**1,869,005.96**	**1,034,213.04**	**64.38%**
Department : 4074 - Animal Control							
001-4074-512000	Regular Salaries	67,700.00	67,700.00	5,244.76	66,366.69	1,333.31	98.03 %
001-4074-514000	Overtime Salaries	4,017.00	4,017.00	169.95	1,655.00	2,362.00	41.20 %
001-4074-521000	Taxes-FICA	5,486.00	5,486.00	413.08	5,184.81	301.19	94.51 %
001-4074-522000	Retirement Contribution	4,490.00	4,490.00	199.00	2,847.62	1,642.38	63.42 %
001-4074-522500	457 Match	2,152.00	2,152.00	0.00	156.46	1,995.54	7.27 %
001-4074-523000	Insurance-Health	10,543.00	10,543.00	878.62	10,982.75	-439.75	104.17 %
001-4074-523001	Insurance - Dental	522.00	522.00	43.22	540.25	-18.25	103.50 %
001-4074-523002	Insurance - Life	257.00	257.00	27.86	349.89	-92.89	136.14 %
001-4074-523003	Insurance - AD & D	24.00	24.00	2.52	31.65	-7.65	131.88 %
001-4074-524000	Worker's Compensation	1,862.00	1,862.00	0.00	1,272.00	590.00	68.31 %
001-4074-526000	Long Term Disability Ins.	179.00	179.00	30.47	382.97	-203.97	213.95 %
001-4074-531500	Other Professional Serv	0.00	0.00	0.00	621.73	-621.73	0.00 %
001-4074-534000	Other Contractual Serv	10,000.00	10,000.00	0.00	301.58	9,698.42	3.02 %
001-4074-541000	Cell and Landline Phone	1,700.00	1,700.00	0.00	3,106.11	-1,406.11	182.71 %
001-4074-543000	Utilities	17,000.00	17,000.00	0.00	4,478.86	12,521.14	26.35 %
001-4074-545000	Insurance	7,925.00	7,925.00	0.00	11,886.00	-3,961.00	149.98 %
001-4074-546100	Maintenance - Buildings	8,000.00	8,000.00	0.00	3,152.57	4,847.43	39.41 %
001-4074-546200	Maint.-Mach. & Equip.	1,000.00	1,000.00	16.47	1,171.31	-171.31	117.13 %
001-4074-546500	Maint. - Vehicles	1,000.00	1,000.00	0.00	121.07	878.93	12.11 %
001-4074-552100	Fuel	2,000.00	2,000.00	663.55	3,558.28	-1,558.28	177.91 %
001-4074-552300	Chemicals	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
001-4074-552400	Janitorial Supplies	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-4074-552500	Uniforms	500.00	500.00	0.00	17.77	482.23	3.55 %
001-4074-552700	Operating Supplies	9,000.00	9,000.00	159.53	3,027.97	5,972.03	33.64 %
001-4074-552900	Animal Food	10,000.00	10,000.00	0.00	1,048.67	8,951.33	10.49 %
	Department : 4074 - Animal Control Total:	**171,357.00**	**171,357.00**	**7,849.03**	**122,262.01**	**49,094.99**	**71.35%**
Department : 5050 - Fire Department							
001-5050-512000	Regular Salaries	142,834.00	142,834.00	4,356.36	108,349.81	34,484.19	75.86 %
001-5050-513000	Special Detail	363,000.00	363,000.00	27,845.00	240,643.84	122,356.16	66.29 %
001-5050-521000	Taxes-FICA	38,696.00	38,696.00	2,460.37	25,281.35	13,414.65	65.33 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-5050-522000	Retirement Contribution	2,572.00	2,572.00	109.08	1,917.14	654.86	74.54 %
001-5050-522002	Firefighter Pension	308,559.00	308,559.00	19,652.02	180,210.23	128,348.77	58.40 %
001-5050-522500	457 Match	4,285.00	4,285.00	18.18	1,573.12	2,711.88	36.71 %
001-5050-523000	Insurance-Health	26,948.00	26,948.00	878.62	10,965.14	15,982.86	40.69 %
001-5050-523001	Insurance - Dental	1,029.00	1,029.00	43.22	497.03	531.97	48.30 %
001-5050-523002	Insurance - Life	474.00	474.00	31.92	431.46	42.54	91.03 %
001-5050-523003	Insurance - AD & D	43.00	43.00	2.52	35.28	7.72	82.05 %
001-5050-523004	Firefighter AD & D	6,000.00	6,000.00	437.58	3,573.57	2,426.43	59.56 %
001-5050-523005	Firefighter Cancer Plan	10,000.00	10,000.00	890.63	7,151.72	2,848.28	71.52 %
001-5050-524000	Worker's Compensation	12,585.00	12,585.00	0.00	8,688.00	3,897.00	69.03 %
001-5050-526000	Long Term Disability Ins.	449.00	449.00	32.14	460.14	-11.14	102.48 %
001-5050-534000	Other Contractual Serv	355.00	355.00	3,372.17	10,999.49	-10,644.49	3,098.45 %
001-5050-537702	Admin. Fee CFD	6,181.00	6,181.00	0.00	3,920.00	2,261.00	63.42 %
001-5050-540000	Travel & Per Diem	5,760.00	5,760.00	0.00	2,568.20	3,191.80	44.59 %
001-5050-540500	Registration/Trng Fees	13,550.00	13,550.00	-673.00	7,508.11	6,041.89	55.41 %
001-5050-541000	Cell and Landline Phone	6,900.00	6,900.00	0.00	3,142.36	3,757.64	45.54 %
001-5050-542000	Postage & Freight	0.00	0.00	0.00	5.48	-5.48	0.00 %
001-5050-543000	Utilities	13,000.00	13,000.00	0.00	5,251.13	7,748.87	40.39 %
001-5050-545000	Insurance	39,624.00	39,624.00	0.00	29,718.00	9,906.00	75.00 %
001-5050-546100	Maintenance - Buildings	7,000.00	7,000.00	0.00	6,353.76	646.24	90.77 %
001-5050-546200	Maint.-Mach. & Equip.	27,000.00	27,000.00	5,769.91	11,450.31	15,549.69	42.41 %
001-5050-546500	Maint. - Vehicles	40,000.00	40,000.00	2,818.42	20,154.36	19,845.64	50.39 %
001-5050-551100	1st Responder Suppli	8,000.00	8,000.00	0.00	2,362.13	5,637.87	29.53 %
001-5050-552100	Fuel	16,000.00	16,000.00	4,724.92	14,165.30	1,834.70	88.53 %
001-5050-552300	Chemicals	2,000.00	2,000.00	0.00	388.11	1,611.89	19.41 %
001-5050-552500	Uniforms	20,000.00	20,000.00	0.00	5,919.24	14,080.76	29.60 %
001-5050-552700	Operating Supplies	13,125.00	13,125.00	11,515.33	17,922.52	-4,797.52	136.55 %
001-5050-554100	Dues & Memberships	500.00	500.00	0.00	573.28	-73.28	114.66 %
001-5050-564000	Machinery & Equipment	1,417,500.00	1,417,500.00	7,079.42	7,606.38	1,409,893.62	0.54 %
	Department : 5050 - Fire Department Total:	**2,553,969.00**	**2,553,969.00**	**91,364.81**	**739,785.99**	**1,814,183.01**	**28.97%**
Department : 6060 - Library							
001-6060-512000	Regular Salaries	196,582.00	196,582.00	16,333.31	164,902.81	31,679.19	83.88 %
001-6060-521000	Taxes-FICA	15,039.00	15,039.00	1,189.57	12,079.36	2,959.64	80.32 %
001-6060-522000	Retirement Contribution	11,795.00	11,795.00	979.98	9,785.52	2,009.48	82.96 %
001-6060-522500	457 Match	5,897.00	5,897.00	490.02	4,781.44	1,115.56	81.08 %
001-6060-523000	Insurance-Health	37,288.00	37,288.00	4,272.54	38,227.90	-939.90	102.52 %
001-6060-523001	Insurance - Dental	2,401.00	2,401.00	198.82	1,789.38	611.62	74.53 %
001-6060-523002	Insurance - Life	1,130.00	1,130.00	138.03	1,242.32	-112.32	109.94 %
001-6060-523003	Insurance - AD & D	104.00	104.00	12.46	112.19	-8.19	107.88 %
001-6060-524000	Worker's Compensation	4,891.00	4,891.00	0.00	3,390.00	1,501.00	69.31 %
001-6060-526000	Long Term Disability Ins.	859.00	859.00	150.98	1,358.86	-499.86	158.19 %
001-6060-534000	Other Contractual Serv	0.00	0.00	0.00	90.00	-90.00	0.00 %
001-6060-540000	Travel & Per Diem	2,000.00	2,000.00	1,060.85	4,460.63	-2,460.63	223.03 %
001-6060-540500	Registration/Trng Fees	800.00	800.00	238.96	672.96	127.04	84.12 %
001-6060-541000	Cell and Landline Phone	2,400.00	2,400.00	195.97	1,468.93	931.07	61.21 %
001-6060-543000	Utilities	19,200.00	19,200.00	0.00	2,797.12	16,402.88	14.57 %
001-6060-544100	Rental & Lease - Equip.	4,800.00	4,800.00	0.00	0.00	4,800.00	0.00 %
001-6060-545000	Insurance	3,962.00	3,962.00	0.00	2,973.00	989.00	75.04 %
001-6060-546100	Maintenance - Buildings	2,000.00	2,000.00	125.18	1,189.18	810.82	59.46 %
001-6060-546200	Maint.-Mach. & Equip.	2,000.00	2,000.00	49.42	4,549.42	-2,549.42	227.47 %
001-6060-546500	Maint. - Vehicles	1,000.00	1,000.00	22.00	252.89	747.11	25.29 %
001-6060-548000	Promotional Activities	1,000.00	1,000.00	0.00	1,443.54	-443.54	144.35 %
001-6060-552100	Fuel	500.00	500.00	0.00	0.00	500.00	0.00 %
001-6060-552400	Janitorial Supplies	0.00	0.00	19.44	114.60	-114.60	0.00 %
001-6060-552700	Operating Supplies	6,500.00	6,500.00	-251.08	4,489.70	2,010.30	69.07 %
001-6060-557200	Dist. State Lib Funds-Barron	38,601.00	38,601.00	0.00	0.00	38,601.00	0.00 %
001-6060-566000	Publications/Materials	10,000.00	10,000.00	-8.99	952.65	9,047.35	9.53 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-6060-592000	Contingent Expenses	16,000.00	16,000.00	0.00	0.00	16,000.00	0.00 %
	Department : 6060 - Library Total:	**386,749.00**	**386,749.00**	**25,217.46**	**263,124.40**	**123,624.60**	**68.03%**
Department : 7070 - Public Works Administration							
001-7070-512000	Regular Salaries	237,764.00	237,764.00	19,153.39	192,841.30	44,922.70	81.11 %
001-7070-514000	Overtime Salaries	3,045.00	3,045.00	562.50	4,058.56	-1,013.56	133.29 %
001-7070-521000	Taxes-FICA	18,422.00	18,422.00	1,444.82	14,497.39	3,924.61	78.70 %
001-7070-522000	Retirement Contribution	14,448.00	14,448.00	1,149.22	11,393.87	3,054.13	78.86 %
001-7070-522500	457 Match	7,224.00	7,224.00	400.66	3,572.17	3,651.83	49.45 %
001-7070-523000	Insurance-Health	52,799.00	52,799.00	4,842.96	43,407.07	9,391.93	82.21 %
001-7070-523001	Insurance - Dental	2,610.00	2,610.00	216.10	1,941.62	668.38	74.39 %
001-7070-523002	Insurance - Life	1,868.00	1,868.00	161.86	1,447.10	420.90	77.47 %
001-7070-523003	Insurance - AD & D	172.00	172.00	13.98	125.59	46.41	73.02 %
001-7070-524000	Worker's Compensation	5,991.00	5,991.00	0.00	4,131.00	1,860.00	68.95 %
001-7070-526000	Long Term Disability Ins.	2,951.00	2,951.00	172.01	1,542.50	1,408.50	52.27 %
001-7070-531200	Engineering Services	0.00	0.00	0.00	6,889.00	-6,889.00	0.00 %
001-7070-534000	Other Contractual Serv	500.00	500.00	0.00	4,500.00	-4,000.00	900.00 %
001-7070-540500	Registration/Trng Fees	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-7070-541000	Cell and Landline Phone	6,792.00	6,792.00	175.00	3,891.93	2,900.07	57.30 %
001-7070-543000	Utilities	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-7070-546100	Maintenance - Buildings	7,000.00	7,000.00	844.01	10,367.75	-3,367.75	148.11 %
001-7070-546101	Maintenance Project	0.00	0.00	0.00	720.00	-720.00	0.00 %
001-7070-546200	Maint.-Mach. & Equip.	10,000.00	10,000.00	22.42	5,908.93	4,091.07	59.09 %
001-7070-546250	Maint.-Tools & Spare Parts	0.00	0.00	0.00	584.89	-584.89	0.00 %
001-7070-546500	Maint. - Vehicles	1,000.00	1,000.00	2.42	566.34	433.66	56.63 %
001-7070-548000	Promotional Activities	0.00	0.00	0.00	5,615.58	-5,615.58	0.00 %
001-7070-552500	Uniforms	1,000.00	1,000.00	555.66	1,936.65	-936.65	193.67 %
001-7070-552700	Operating Supplies	7,500.00	7,500.00	4,465.63	24,737.28	-17,237.28	329.83 %
001-7070-554100	Dues & Memberships	100.00	100.00	0.00	0.00	100.00	0.00 %
001-7070-563000	PPE - Land Improvements	0.00	0.00	0.00	161.09	-161.09	0.00 %
001-7070-564000	Machinery & Equipment	185,000.00	185,000.00	0.00	51,547.00	133,453.00	27.86 %
	Department : 7070 - Public Works Administration Total:	**570,186.00**	**570,186.00**	**34,182.64**	**396,384.61**	**173,801.39**	**69.52%**
Department : 7071 - Central Garage							
001-7071-512000	Regular Salaries	74,984.00	74,984.00	10,100.13	99,157.76	-24,173.76	132.24 %
001-7071-514000	Overtime Salaries	1,352.00	1,352.00	0.00	651.98	700.02	48.22 %
001-7071-521000	Taxes-FICA	5,840.00	5,840.00	725.82	7,220.63	-1,380.63	123.64 %
001-7071-522000	Retirement Contribution	4,580.00	4,580.00	606.00	5,913.98	-1,333.98	129.13 %
001-7071-522500	457 Match	2,290.00	2,290.00	303.00	2,956.99	-666.99	129.13 %
001-7071-523000	Insurance-Health	10,560.00	10,560.00	2,142.06	19,262.66	-8,702.66	182.41 %
001-7071-523001	Insurance - Dental	522.00	522.00	86.44	777.18	-255.18	148.89 %
001-7071-523002	Insurance - Life	374.00	374.00	85.34	752.25	-378.25	201.14 %
001-7071-523003	Insurance - AD & D	34.00	34.00	7.38	66.36	-32.36	195.18 %
001-7071-524000	Worker's Compensation	1,899.00	1,899.00	0.00	1,275.24	623.76	67.15 %
001-7071-526000	Long Term Disability Ins.	590.00	590.00	91.04	812.48	-222.48	137.71 %
001-7071-534000	Other Contractual Serv	100.00	100.00	0.00	1,500.00	-1,400.00	1,500.00 %
001-7071-540500	Registration/Trng Fees	500.00	500.00	0.00	247.75	252.25	49.55 %
001-7071-542500	Safety	500.00	500.00	35.37	558.69	-58.69	111.74 %
001-7071-543000	Utilities	1,000.00	1,000.00	0.00	148.95	851.05	14.90 %
001-7071-546100	Maintenance - Buildings	4,000.00	4,000.00	0.00	918.97	3,081.03	22.97 %
001-7071-546200	Maint.-Mach. & Equip.	15,000.00	15,000.00	0.00	3,425.15	11,574.85	22.83 %
001-7071-546250	Maint.-Tools & Spare Parts	5,000.00	5,000.00	0.00	135.17	4,864.83	2.70 %
001-7071-546500	Maint. - Vehicles	3,000.00	3,000.00	429.36	521.59	2,478.41	17.39 %
001-7071-552100	Fuel	3,000.00	3,000.00	303.67	2,948.50	51.50	98.28 %
001-7071-552400	Janitorial Supplies	0.00	0.00	384.67	1,349.35	-1,349.35	0.00 %
001-7071-552500	Uniforms	1,000.00	1,000.00	151.83	861.74	138.26	86.17 %
001-7071-552700	Operating Supplies	5,000.00	5,000.00	1,250.62	5,057.58	-57.58	101.15 %
001-7071-564000	Machinery & Equipment	65,000.00	65,000.00	0.00	49,438.74	15,561.26	76.06 %
	Department : 7071 - Central Garage Total:	**206,125.00**	**206,125.00**	**16,702.73**	**205,959.69**	**165.31**	**99.92%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department : 7073 - Streets & Sidewalks							
001-7073-512000	Regular Salaries	270,499.00	270,499.00	27,383.00	263,378.92	7,120.08	97.37 %
001-7073-512005	Appreciation & 24 Hr.	0.00	0.00	0.00	14,980.57	-14,980.57	0.00 %
001-7073-514000	Overtime Salaries	5,426.00	5,426.00	1,185.92	25,564.78	-20,138.78	471.15 %
001-7073-521000	Taxes-FICA	21,108.00	21,108.00	2,107.41	21,416.40	-308.40	101.46 %
001-7073-522000	Retirement Contribution	16,556.00	16,556.00	1,635.35	15,283.55	1,272.45	92.31 %
001-7073-522500	457 Match	8,278.00	8,278.00	449.78	4,499.56	3,778.44	54.36 %
001-7073-523000	Insurance-Health	72,102.00	72,102.00	7,496.42	61,850.38	10,251.62	85.78 %
001-7073-523001	Insurance - Dental	3,132.00	3,132.00	345.76	2,842.21	289.79	90.75 %
001-7073-523002	Insurance - Life	2,241.00	2,241.00	231.28	1,937.76	303.24	86.47 %
001-7073-523003	Insurance - AD & D	207.00	207.00	20.55	172.08	34.92	83.13 %
001-7073-524000	Worker's Compensation	6,865.00	6,865.00	0.00	4,767.00	2,098.00	69.44 %
001-7073-526000	Long Term Disability Ins.	3,541.00	3,541.00	251.06	2,102.63	1,438.37	59.38 %
001-7073-531200	Engineering Services	50,000.00	50,000.00	0.00	40,205.18	9,794.82	80.41 %
001-7073-534000	Other Contractual Serv	4,000.00	4,000.00	350.00	1,076.00	2,924.00	26.90 %
001-7073-534006	Hwy 27 Tree Maint.	126,000.00	126,000.00	0.00	34,587.00	91,413.00	27.45 %
001-7073-540500	Registration/Trng Fees	100.00	100.00	0.00	0.00	100.00	0.00 %
001-7073-541000	Cell and Landline Phone	960.00	960.00	105.00	1,071.63	-111.63	111.63 %
001-7073-542500	Safety	500.00	500.00	28.10	1,685.08	-1,185.08	337.02 %
001-7073-543000	Utilities	12,000.00	12,000.00	0.00	1,557.69	10,442.31	12.98 %
001-7073-545000	Insurance	55,474.00	55,474.00	0.00	41,604.00	13,870.00	75.00 %
001-7073-546100	Maintenance - Buildings	0.00	0.00	0.00	62.03	-62.03	0.00 %
001-7073-546200	Maint.-Mach. & Equip.	30,000.00	30,000.00	34.17	940.54	29,059.46	3.14 %
001-7073-546250	Maint.-Tools & Spare Parts	0.00	0.00	696.23	2,507.74	-2,507.74	0.00 %
001-7073-546500	Maint. - Vehicles	10,000.00	10,000.00	858.83	15,488.13	-5,488.13	154.88 %
001-7073-552100	Fuel	28,000.00	28,000.00	3,646.50	22,654.33	5,345.67	80.91 %
001-7073-552300	Chemicals	0.00	0.00	0.00	540.00	-540.00	0.00 %
001-7073-552500	Uniforms	2,000.00	2,000.00	557.46	2,770.73	-770.73	138.54 %
001-7073-552700	Operating Supplies	6,000.00	6,000.00	782.50	5,684.31	315.69	94.74 %
001-7073-553000	Road Material & Supplies	25,000.00	25,000.00	0.00	4,501.72	20,498.28	18.01 %
001-7073-553001	Street Overlays	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
001-7073-553002	Street Striping	50,000.00	50,000.00	0.00	724.93	49,275.07	1.45 %
001-7073-553200	Street Signs	15,000.00	15,000.00	0.20	13,382.18	1,617.82	89.21 %
001-7073-553400	Sidewalks	75,000.00	75,000.00	1,534.00	6,182.97	68,817.03	8.24 %
001-7073-564000	Machinery & Equipment	40,000.00	40,000.00	0.00	26,673.33	13,326.67	66.68 %
	Department : 7073 - Streets & Sidewalks Total:	**1,439,989.00**	**1,439,989.00**	**49,699.52**	**642,695.36**	**797,293.64**	**44.63%**
Department : 7074 - FDOT Projects							
001-7074-563005	FDOT C-21 Bridge Project	0.00	0.00	0.00	8,800.00	-8,800.00	0.00 %
001-7074-563014	G2L22 W Ventura Ave - Improvem	668,000.00	668,000.00	0.00	9,655.15	658,344.85	1.45 %
001-7074-563015	W Ventura - Improvments	0.00	0.00	0.00	3,473.75	-3,473.75	0.00 %
001-7074-563016	N Francisco to Hoover Dike Rd	1,000,000.00	1,000,000.00	0.00	22,936.80	977,063.20	2.29 %
001-7074-563017	N Francisco -US27 Corridor	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
001-7074-563018	FDOT-SRTS Project Package	911,000.00	911,000.00	0.00	0.00	911,000.00	0.00 %
	Department : 7074 - FDOT Projects Total:	**3,079,000.00**	**3,079,000.00**	**0.00**	**44,865.70**	**3,034,134.30**	**1.46%**
Department : 7075 - Community Landscaping Improvements							
001-7075-553300	Landscape Trees	0.00	0.00	0.00	3,300.00	-3,300.00	0.00 %
Department : 7075 - Community Landscaping Improvements Total		**0.00**	**0.00**	**0.00**	**3,300.00**	**-3,300.00**	**0.00%**
Department : 7076 - Mosquito Control							
001-7076-514000	Overtime Salaries	10,000.00	10,000.00	0.00	976.97	9,023.03	9.77 %
001-7076-521000	Taxes-FICA	765.00	765.00	0.00	72.10	692.90	9.42 %
001-7076-522000	Retirement Contribution	0.00	0.00	0.00	44.34	-44.34	0.00 %
001-7076-522500	457 Match	0.00	0.00	0.00	22.17	-22.17	0.00 %
001-7076-523000	Insurance-Health	0.00	0.00	0.00	83.42	-83.42	0.00 %
001-7076-523001	Insurance - Dental	0.00	0.00	0.00	2.95	-2.95	0.00 %
001-7076-523002	Insurance - Life	0.00	0.00	0.00	2.90	-2.90	0.00 %
001-7076-523003	Insurance - AD & D	0.00	0.00	0.00	0.27	-0.27	0.00 %
001-7076-526000	Long Term Disability Ins.	0.00	0.00	0.00	3.18	-3.18	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-7076-534000	Other Contractual Serv	0.00	0.00	0.00	1,780.00	-1,780.00	0.00 %
001-7076-534002	Mowing Services	182,400.00	182,400.00	0.00	112,800.00	69,600.00	61.84 %
001-7076-534003	Mosquito Contractor	100,000.00	100,000.00	5,895.53	72,395.40	27,604.60	72.40 %
001-7076-540000	Travel & Per Diem	3,000.00	3,000.00	0.00	1,699.60	1,300.40	56.65 %
001-7076-540500	Registration/Trng Fees	500.00	500.00	0.00	0.00	500.00	0.00 %
001-7076-545000	Insurance	0.00	0.00	0.00	2,973.00	-2,973.00	0.00 %
001-7076-546200	Maint.-Mach. & Equip.	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
001-7076-552300	Chemicals	0.00	0.00	1,105.29	1,598.25	-1,598.25	0.00 %
001-7076-552700	Operating Supplies	5,000.00	5,000.00	0.00	272.86	4,727.14	5.46 %
001-7076-575000	CC Processing Fees	5,000.00	5,000.00	515.58	5,553.20	-553.20	111.06 %
	Department : 7076 - Mosquito Control Total:	**310,665.00**	**310,665.00**	**7,516.40**	**200,280.61**	**110,384.39**	**64.47%**
Department : 7077 - Stormwater Projects							
001-7077-531200	Engineering Services	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
	Department : 7077 - Stormwater Projects Total:	**50,000.00**	**50,000.00**	**0.00**	**0.00**	**50,000.00**	**0.00%**
Department : 7078 - Street Lighting							
001-7078-543000	Utilities	65,000.00	65,000.00	0.00	18,493.35	46,506.65	28.45 %
001-7078-546200	Maint.-Mach. & Equip.	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %
001-7078-548000	Promotional Activities	0.00	0.00	0.00	371.75	-371.75	0.00 %
	Department : 7078 - Street Lighting Total:	**100,000.00**	**100,000.00**	**0.00**	**18,865.10**	**81,134.90**	**18.87%**
Department : 8080 - Rec. - Admin. & Parks							
001-8080-512000	Regular Salaries	288,494.00	288,494.00	20,302.90	195,567.53	92,926.47	67.79 %
001-8080-514000	Overtime Salaries	2,121.00	2,121.00	1,200.75	13,033.39	-10,912.39	614.49 %
001-8080-521000	Taxes-FICA	22,232.00	22,232.00	1,655.08	15,838.02	6,393.98	71.24 %
001-8080-522000	Retirement Contribution	17,437.00	17,437.00	1,212.20	11,212.38	6,224.62	64.30 %
001-8080-522500	457 Match	8,718.00	8,718.00	178.15	1,499.76	7,218.24	17.20 %
001-8080-523000	Insurance-Health	59,853.00	59,853.00	4,437.06	37,286.86	22,566.14	62.30 %
001-8080-523001	Insurance - Dental	3,132.00	3,132.00	218.26	1,834.17	1,297.83	58.56 %
001-8080-523002	Insurance - Life	1,454.00	1,454.00	168.23	1,423.88	30.12	97.93 %
001-8080-523003	Insurance - AD & D	134.00	134.00	11.43	98.20	35.80	73.28 %
001-8080-524000	Worker's Compensation	7,230.00	7,230.00	0.00	4,980.00	2,250.00	68.88 %
001-8080-526000	Long Term Disability Ins.	1,133.00	1,133.00	155.45	1,327.08	-194.08	117.13 %
001-8080-533000	Software & IT Services	2,100.00	2,100.00	0.00	4,915.39	-2,815.39	234.07 %
001-8080-534000	Other Contractual Services	1,000.00	1,000.00	0.00	7,817.00	-6,817.00	781.70 %
001-8080-540000	Travel & Per Diem	1,000.00	1,000.00	0.00	688.90	311.10	68.89 %
001-8080-540500	Registration/Trng Fees	1,000.00	1,000.00	0.00	780.00	220.00	78.00 %
001-8080-541000	Cell and Landline Phone	0.00	0.00	70.00	560.00	-560.00	0.00 %
001-8080-542500	Safety	0.00	0.00	0.00	4.54	-4.54	0.00 %
001-8080-543000	Utilities	4,000.00	4,000.00	0.00	288.76	3,711.24	7.22 %
001-8080-545000	Insurance	79,284.00	79,284.00	0.00	60,313.00	18,971.00	76.07 %
001-8080-546000	Maintenance - Grounds	30,000.00	30,000.00	1,899.00	13,532.07	16,467.93	45.11 %
001-8080-546100	Maintenance - Buildings	4,000.00	4,000.00	354.99	694.84	3,305.16	17.37 %
001-8080-546200	Maint.-Mach. & Equip.	5,000.00	5,000.00	0.00	1,220.11	3,779.89	24.40 %
001-8080-546300	Maint. - Boat Dock	3,000.00	3,000.00	0.00	661.01	2,338.99	22.03 %
001-8080-546400	Park Enhancements	0.00	0.00	0.00	634.97	-634.97	0.00 %
001-8080-546500	Maint. - Vehicles	1,500.00	1,500.00	124.83	835.22	664.78	55.68 %
001-8080-548000	Promotional Activities	5,000.00	5,000.00	765.00	14,029.16	-9,029.16	280.58 %
001-8080-551200	Program Activity Supplies	20,000.00	20,000.00	0.00	3,489.37	16,510.63	17.45 %
001-8080-551201	Initial Supplies for Activities	10,000.00	10,000.00	1,519.08	8,109.59	1,890.41	81.10 %
001-8080-552100	Fuel	2,000.00	2,000.00	578.26	3,036.07	-1,036.07	151.80 %
001-8080-552400	Janitorial Supplies	3,000.00	3,000.00	256.00	1,079.96	1,920.04	36.00 %
001-8080-552500	Uniforms	1,500.00	1,500.00	820.20	2,723.74	-1,223.74	181.58 %
001-8080-552700	Recreation Operating Supplies	15,000.00	15,000.00	171.14	7,561.91	7,438.09	50.41 %
001-8080-552702	Parks Operating Supplies	1,000.00	1,000.00	0.00	457.01	542.99	45.70 %
001-8080-554100	Dues & Memberships	2,000.00	2,000.00	0.00	404.98	1,595.02	20.25 %
001-8080-554200	Subscript. & Publications	3,000.00	3,000.00	951.00	2,386.86	613.14	79.56 %
001-8080-575000	CC Processing Fees	6,000.00	6,000.00	2,403.43	8,883.60	-2,883.60	148.06 %
	Department : 8080 - Rec. - Admin. & Parks Total:	**612,322.00**	**612,322.00**	**39,452.44**	**429,209.33**	**183,112.67**	**70.10%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department : 8081 - Rec. - Buildings & Structures							
001-8081-534000	Other Contractual Serv	0.00	0.00	0.00	200.00	-200.00	0.00 %
001-8081-534600	Snacks/Soft Drinks	0.00	0.00	0.00	789.60	-789.60	0.00 %
001-8081-541000	Cell and Landline Phone	2,220.00	2,220.00	0.00	831.09	1,388.91	37.44 %
001-8081-543000	Utilities	15,000.00	15,000.00	0.00	3,163.15	11,836.85	21.09 %
001-8081-546000	Maintenance - Grounds	3,000.00	3,000.00	0.00	3,569.75	-569.75	118.99 %
001-8081-546100	Maintenance - Buildings	15,000.00	15,000.00	6,814.26	9,465.65	5,534.35	63.10 %
001-8081-546101	Maintenance Project	0.00	0.00	6,917.00	6,917.00	-6,917.00	0.00 %
001-8081-546300	Maint. - Boat Dock	2,000.00	2,000.00	0.00	97.86	1,902.14	4.89 %
001-8081-546500	Maint. - Vehicles	0.00	0.00	17.40	17.40	-17.40	0.00 %
001-8081-552400	Janitorial Supplies	5,000.00	5,000.00	671.92	2,243.97	2,756.03	44.88 %
001-8081-552700	Operating Supplies	3,000.00	3,000.00	353.12	2,907.68	92.32	96.92 %
Department : 8081 - Rec. - Buildings & Structures Total:		**45,220.00**	**45,220.00**	**14,773.70**	**30,203.15**	**15,016.85**	**66.79%**
Department : 8082 - Sugarland Sports Complex							
001-8082-512000	Regular Salaries	107,956.00	107,956.00	5,997.00	66,945.12	41,010.88	62.01 %
001-8082-514000	Overtime Salaries	2,336.00	2,336.00	1,708.50	18,250.58	-15,914.58	781.27 %
001-8082-521000	Taxes-FICA	8,437.00	8,437.00	584.27	6,435.85	2,001.15	76.28 %
001-8082-522000	Retirement Contribution	6,617.00	6,617.00	405.77	4,428.63	2,188.37	66.93 %
001-8082-522500	457 Match	3,309.00	3,309.00	32.73	223.29	3,085.71	6.75 %
001-8082-523000	Insurance-Health	31,087.00	31,087.00	2,100.97	20,346.29	10,740.71	65.45 %
001-8082-523001	Insurance - Dental	1,566.00	1,566.00	103.35	1,003.60	562.40	64.09 %
001-8082-523002	Insurance - Life	506.00	506.00	56.91	574.76	-68.76	113.59 %
001-8082-523003	Insurance - AD & D	47.00	47.00	5.25	53.00	-6.00	112.77 %
001-8082-524000	Worker's Compensation	2,744.00	2,744.00	0.00	1,908.00	836.00	69.53 %
001-8082-526000	Long Term Disability Ins.	707.00	707.00	63.40	640.15	66.85	90.54 %
001-8082-534000	Other Contractual Serv	50,000.00	50,000.00	2,850.00	59,245.00	-9,245.00	118.49 %
001-8082-541000	Cell and Landline Phone	500.00	500.00	35.00	508.54	-8.54	101.71 %
001-8082-542500	Safety	0.00	0.00	277.48	329.37	-329.37	0.00 %
001-8082-543000	Utilities	35,000.00	35,000.00	0.00	12,677.64	22,322.36	36.22 %
001-8082-546000	Maintenance - Grounds	40,000.00	40,000.00	84.20	25,783.37	14,216.63	64.46 %
001-8082-546100	Maintenance - Buildings	10,000.00	10,000.00	1,524.80	5,968.16	4,031.84	59.68 %
001-8082-546200	Maint.-Mach. & Equip.	15,000.00	15,000.00	343.17	5,738.68	9,261.32	38.26 %
001-8082-546500	Maint. - Vehicles	1,000.00	1,000.00	315.00	2,423.82	-1,423.82	242.38 %
001-8082-552100	Fuel	4,000.00	4,000.00	592.45	2,400.60	1,599.40	60.02 %
001-8082-552300	Chemicals	30,000.00	30,000.00	0.00	4,212.07	25,787.93	14.04 %
001-8082-552400	Janitorial Supplies	1,500.00	1,500.00	3.11	64.61	1,435.39	4.31 %
001-8082-552500	Uniforms	1,000.00	1,000.00	257.40	988.09	11.91	98.81 %
001-8082-552700	Operating Supplies	0.00	0.00	57.61	19,114.89	-19,114.89	0.00 %
001-8082-563000	PPE - Land Improvements	10,000.00	10,000.00	455.40	44,933.40	-34,933.40	449.33 %
001-8082-564000	Machinery & Equipment	30,000.00	30,000.00	0.00	50,460.14	-20,460.14	168.20 %
Department : 8082 - Sugarland Sports Complex Total:		**393,312.00**	**393,312.00**	**17,853.77**	**355,657.65**	**37,654.35**	**90.43%**
Department : 8083 - C. S. Mott Pool & Splash Pad							
001-8083-512500	Lifeguard	55,000.00	55,000.00	22,811.50	28,399.50	26,600.50	51.64 %
001-8083-512600	Camp Counselor	30,000.00	30,000.00	10,240.50	14,887.50	15,112.50	49.63 %
001-8083-521000	Taxes-FICA	4,158.00	4,158.00	2,515.34	3,298.39	859.61	79.33 %
001-8083-524000	Worker's Compensation	1,352.00	1,352.00	0.00	954.00	398.00	70.56 %
001-8083-534000	Other Contractual Serv	7,500.00	7,500.00	336.00	8,336.00	-836.00	111.15 %
001-8083-534600	Snacks/Soft Drinks	0.00	0.00	490.61	490.61	-490.61	0.00 %
001-8083-543000	Utilities	100,000.00	100,000.00	0.00	11,940.43	88,059.57	11.94 %
001-8083-546100	Maintenance - Buildings	2,000.00	2,000.00	31.19	3,013.76	-1,013.76	150.69 %
001-8083-546200	Maint.-Mach. & Equip.	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-8083-551200	Program Activity Supplies	2,000.00	2,000.00	0.00	247.74	1,752.26	12.39 %
001-8083-552300	Chemicals	10,000.00	10,000.00	0.00	7,758.59	2,241.41	77.59 %
001-8083-552500	Uniforms	1,000.00	1,000.00	1,365.71	1,365.71	-365.71	136.57 %
001-8083-552700	Operating Supplies	500.00	500.00	0.00	979.75	-479.75	195.95 %
001-8083-564000	Machinery & Equipment	100,000.00	100,000.00	485.77	15,977.89	84,022.11	15.98 %
Department : 8083 - C. S. Mott Pool & Splash Pad Total:		**315,510.00**	**315,510.00**	**38,276.62**	**97,649.87**	**217,860.13**	**30.95%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department : 8084 - John Boy Auditorium							
001-8084-513000	Special Detail	13,000.00	13,000.00	325.00	6,412.50	6,587.50	49.33 %
001-8084-521000	Taxes - FICA	995.00	995.00	0.00	457.83	537.17	46.01 %
001-8084-522000	Retirement Contribution	0.00	0.00	0.00	290.82	-290.82	0.00 %
001-8084-522500	457 Match	0.00	0.00	0.00	36.89	-36.89	0.00 %
001-8084-523000	Insurance-Health	0.00	0.00	0.00	1,517.49	-1,517.49	0.00 %
001-8084-523001	Insurance - Dental	0.00	0.00	0.00	74.63	-74.63	0.00 %
001-8084-523002	Insurance - Life	0.00	0.00	0.00	40.84	-40.84	0.00 %
001-8084-523003	Insurance - AD & D	0.00	0.00	0.00	3.65	-3.65	0.00 %
001-8084-524000	Worker's Compensation	323.00	323.00	0.00	105.00	218.00	32.51 %
001-8084-526000	Long Term Disability Ins.	0.00	0.00	0.00	44.18	-44.18	0.00 %
001-8084-534000	Other Contractual Serv	0.00	0.00	0.00	3,219.00	-3,219.00	0.00 %
001-8084-541000	Cell and Landline Phone	4,080.00	4,080.00	0.00	1,437.35	2,642.65	35.23 %
001-8084-543000	Utilities	36,000.00	36,000.00	0.00	9,582.30	26,417.70	26.62 %
001-8084-546000	Maintenance - Grounds	2,000.00	2,000.00	68.14	268.14	1,731.86	13.41 %
001-8084-546100	Maintenance - Buildings	5,000.00	5,000.00	42.85	899.83	4,100.17	18.00 %
001-8084-546200	Maint.-Mach. & Equip.	0.00	0.00	0.00	143.36	-143.36	0.00 %
001-8084-552400	Janitorial Supplies	4,000.00	4,000.00	14.10	301.04	3,698.96	7.53 %
001-8084-552700	Operating Supplies	2,000.00	2,000.00	0.00	1,021.02	978.98	51.05 %
	Department : 8084 - John Boy Auditorium Total:	**67,398.00**	**67,398.00**	**450.09**	**25,855.87**	**41,542.13**	**38.36%**
Department : 8086 - Rec. - Golf Course							
001-8086-512000	Regular Salaries	307,105.00	307,105.00	22,763.20	235,420.42	71,684.58	76.66 %
001-8086-514000	Overtime Salaries	8,547.00	8,547.00	1,092.03	12,235.36	-3,688.36	143.15 %
001-8086-521000	Taxes-FICA	24,147.00	24,147.00	1,765.17	18,640.34	5,506.66	77.20 %
001-8086-522000	Retirement Contribution	15,046.00	15,046.00	1,205.51	11,721.20	3,324.80	77.90 %
001-8086-522500	457 Match	9,470.00	9,470.00	156.78	1,395.01	8,074.99	14.73 %
001-8086-523000	Insurance-Health	51,812.00	51,812.00	5,371.93	37,205.86	14,606.14	71.81 %
001-8086-523001	Insurance - Dental	2,610.00	2,610.00	240.25	1,739.73	870.27	66.66 %
001-8086-523002	Insurance - Life	1,197.00	1,197.00	167.40	1,497.43	-300.43	125.10 %
001-8086-523003	Insurance - AD & D	110.00	110.00	14.56	129.20	-19.20	117.45 %
001-8086-524000	Worker's Compensation	8,711.00	8,711.00	0.00	5,296.00	3,415.00	60.80 %
001-8086-526000	Long Term Disability Ins.	953.00	953.00	184.60	1,651.15	-698.15	173.26 %
001-8086-531500	Golf-Other Professional Services	20,000.00	20,000.00	2,500.00	15,975.00	4,025.00	79.88 %
001-8086-534000	Other Contractual Serv	120,000.00	120,000.00	20,349.12	120,186.70	-186.70	100.16 %
001-8086-534500	Inventory Purchases	40,000.00	40,000.00	0.00	23,352.51	16,647.49	58.38 %
001-8086-534600	Snacks/Soft Drinks	11,000.00	11,000.00	684.92	10,017.15	982.85	91.07 %
001-8086-534700	G/C Beer	10,000.00	10,000.00	1,330.85	8,707.15	1,292.85	87.07 %
001-8086-541000	Cell and Landline Phone	5,000.00	5,000.00	35.00	2,924.96	2,075.04	58.50 %
001-8086-542500	Safety	0.00	0.00	0.00	1,451.35	-1,451.35	0.00 %
001-8086-543000	Utilities	30,000.00	30,000.00	0.00	17,712.87	12,287.13	59.04 %
001-8086-544100	Rental & Lease - Equip.	43,000.00	43,000.00	0.00	19,096.31	23,903.69	44.41 %
001-8086-545000	Insurance	55,474.00	55,474.00	0.00	41,604.00	13,870.00	75.00 %
001-8086-546000	Maintenance - Grounds	65,000.00	65,000.00	1,090.13	32,030.52	32,969.48	49.28 %
001-8086-546100	Maintenance - Buildings	5,000.00	5,000.00	940.55	12,549.68	-7,549.68	250.99 %
001-8086-546200	Maint.-Mach. & Equip.	50,000.00	50,000.00	1,414.26	30,715.68	19,284.32	61.43 %
001-8086-546500	Maint. - Vehicles	1,000.00	1,000.00	1,385.29	2,988.18	-1,988.18	298.82 %
001-8086-546600	Maint. - Golf Carts	20,000.00	20,000.00	74.95	6,798.91	13,201.09	33.99 %
001-8086-548000	Promotional Activities	6,000.00	6,000.00	0.00	326.94	5,673.06	5.45 %
001-8086-548100	Legal Advertising	0.00	0.00	0.00	1,460.00	-1,460.00	0.00 %
001-8086-549000	Drainage Taxes	5,700.00	5,700.00	0.00	5,872.32	-172.32	103.02 %
001-8086-552100	Fuel	25,000.00	25,000.00	2,942.54	8,337.96	16,662.04	33.35 %
001-8086-552300	Chemicals	100,000.00	100,000.00	17,144.43	74,236.27	25,763.73	74.24 %
001-8086-552400	Janitorial Supplies	4,000.00	4,000.00	718.84	2,779.25	1,220.75	69.48 %
001-8086-552500	Uniforms	500.00	500.00	134.27	1,190.65	-690.65	238.13 %
001-8086-552700	Operating Supplies	13,000.00	13,000.00	1,129.56	10,301.42	2,698.58	79.24 %
001-8086-552701	Program Supplies	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-8086-554100	Dues & Memberships	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-8086-554200	Subscript. & Publications	0.00	0.00	0.00	1,175.00	-1,175.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-8086-564000	Machinery & Equipment	40,000.00	40,000.00	0.00	21,900.00	18,100.00	54.75 %
001-8086-571000	Principal	111,684.00	111,684.00	0.00	111,683.92	0.08	100.00 %
001-8086-572000	Interest Expense	22,115.00	22,115.00	0.00	22,114.97	0.03	100.00 %
001-8086-575000	CC Processing Fees	0.00	0.00	511.11	22,955.15	-22,955.15	0.00 %
	Department : 8086 - Rec. - Golf Course Total:	**1,236,181.00**	**1,236,181.00**	**85,347.25**	**957,376.52**	**278,804.48**	**77.45%**
	Fund: 001 - GENERAL FUND Surplus (Deficit):	**0.00**	**0.00**	**-346,708.78**	**-196,260.09**	**-196,260.09**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 410 - ELECTRIC FUND							
410-343101	Residential Service	4,000,000.00	4,000,000.00	403,078.36	2,736,289.04	-1,263,710.96	68.41 %
410-343102	Gen.Service Demand	2,850,000.00	2,850,000.00	259,849.44	1,977,144.10	-872,855.90	69.37 %
410-343103	Gen.Service Non-Demand	815,000.00	815,000.00	75,848.87	536,387.47	-278,612.53	65.81 %
410-343104	Rental Lighting	40,000.00	40,000.00	3,299.15	29,593.77	-10,406.23	73.98 %
410-343105	Industrial Sales	625,000.00	625,000.00	126,884.39	752,914.79	127,914.79	120.47 %
410-343106	Sports Lighting	10,000.00	10,000.00	411.25	5,916.95	-4,083.05	59.17 %
410-343107	Street Lighting Services	35,000.00	35,000.00	1,871.55	22,921.86	-12,078.14	65.49 %
410-343108	Power Cost Adjustment	5,125,000.00	5,125,000.00	399,519.32	2,205,179.31	-2,919,820.69	43.03 %
410-343110	Contra Rev. - Residential Net Meter	0.00	0.00	-767.57	-6,041.89	-6,041.89	0.00 %
410-343120	Connection Charge	6,000.00	6,000.00	580.00	4,940.00	-1,060.00	82.33 %
410-343130	Labor-Equip-Serv Charges	5,000.00	5,000.00	39.93	5,863.40	863.40	117.27 %
410-343135	PoleRental	18,000.00	18,000.00	0.00	0.00	-18,000.00	0.00 %
410-359001	Returned Check Fee	50,000.00	50,000.00	2,820.00	33,630.00	-16,370.00	67.26 %
410-361000	Interest Earned	220,000.00	220,000.00	20,228.09	188,498.19	-31,501.81	85.68 %
410-362120	Lease-Surge Protector	3,000.00	3,000.00	248.75	2,238.75	-761.25	74.63 %
410-365100	Sale of Scraps	0.00	0.00	0.00	1,667.90	1,667.90	0.00 %
410-365200	Sale of Equipment	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
410-369900	Misc. Income	2,500.00	2,500.00	1,000.00	-121,714.42	-124,214.42	4,868.58 %
410-382002	Admin. Charges 420 & 430	79,200.00	79,200.00	0.00	50,000.00	-29,200.00	63.13 %
410-382300	Transfer Reserves	1,395,176.00	1,395,176.00	0.00	0.00	-1,395,176.00	0.00 %
Department : 2009 - Electric Transmission							
410-2009-514000	Overtime Salaries	0.00	0.00	0.00	1,736.52	-1,736.52	0.00 %
410-2009-521000	Taxes-FICA	0.00	0.00	0.00	132.00	-132.00	0.00 %
410-2009-522000	Retirement Contribution	0.00	0.00	0.00	42.16	-42.16	0.00 %
410-2009-523000	Insurance-Health	0.00	0.00	0.00	20.76	-20.76	0.00 %
410-2009-523001	Insurance - Dental	0.00	0.00	0.00	0.72	-0.72	0.00 %
410-2009-523002	Insurance - Life	0.00	0.00	0.00	0.77	-0.77	0.00 %
410-2009-523003	Insurance - AD & D	0.00	0.00	0.00	0.47	-0.47	0.00 %
410-2009-526000	Long Term Disability Ins.	0.00	0.00	0.00	0.85	-0.85	0.00 %
410-2009-531500	Other Professional Serv	24,000.00	24,000.00	0.00	0.00	24,000.00	0.00 %
410-2009-552300	Chemicals	0.00	0.00	0.00	540.00	-540.00	0.00 %
410-2009-552700	Operating Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
	Department : 2009 - Electric Transmission Total:	**25,000.00**	**25,000.00**	**0.00**	**2,474.25**	**22,525.75**	**9.90%**
Department : 2010 - Electric Distribution							
410-2010-512000	Regular Salaries	387,367.00	387,367.00	31,113.83	331,853.10	55,513.90	85.67 %
410-2010-514000	Overtime Salaries	41,903.00	41,903.00	4,934.54	38,921.46	2,981.54	92.88 %
410-2010-521000	Taxes-FICA	32,839.00	32,839.00	2,601.89	27,110.43	5,728.57	82.56 %
410-2010-522000	Retirement Contribution	25,756.00	25,756.00	1,763.82	17,978.61	7,777.39	69.80 %
410-2010-522500	457 Match	12,878.00	12,878.00	787.96	7,497.65	5,380.35	58.22 %
410-2010-523000	Insurance-Health	73,199.00	73,199.00	6,473.30	54,961.38	18,237.62	75.08 %
410-2010-523001	Insurance - Dental	3,132.00	3,132.00	259.32	2,225.11	906.89	71.04 %
410-2010-523002	Insurance - Life	2,241.00	2,241.00	195.14	1,936.54	304.46	86.41 %
410-2010-523003	Insurance - AD & D	207.00	207.00	20.93	195.28	11.72	94.34 %
410-2010-524000	Worker's Compensation	11,410.00	11,410.00	0.00	8,262.00	3,148.00	72.41 %
410-2010-526000	Long Term Disability Ins.	3,541.00	3,541.00	263.76	2,392.78	1,148.22	67.57 %
410-2010-531200	Engineering Services	0.00	0.00	0.00	1,846.25	-1,846.25	0.00 %
410-2010-534000	Other Contractual Serv	10,000.00	10,000.00	4,992.50	35,230.57	-25,230.57	352.31 %
410-2010-540000	Travel & Per Diem	4,725.00	4,725.00	0.00	4,461.55	263.45	94.42 %
410-2010-540500	Registration/Trng Fees	5,000.00	5,000.00	0.00	5,004.75	-4.75	100.10 %
410-2010-541000	Cell and Landline Phone	8,020.00	8,020.00	448.13	3,946.46	4,073.54	49.21 %
410-2010-542500	Safety	15,000.00	15,000.00	122.47	4,919.42	10,080.58	32.80 %
410-2010-543000	Utilities	9,000.00	9,000.00	0.00	4,387.18	4,612.82	48.75 %
410-2010-545000	Insurance	118,872.00	118,872.00	0.00	89,154.00	29,718.00	75.00 %
410-2010-546100	Maintenance - Buildings	10,000.00	10,000.00	0.00	2,587.20	7,412.80	25.87 %
410-2010-546200	Maint.-Mach. & Equip.	10,000.00	10,000.00	36.19	1,363.38	8,636.62	13.63 %
410-2010-546250	Maint.-Tools & Spare Parts	10,000.00	10,000.00	1,214.70	12,108.97	-2,108.97	121.09 %
410-2010-546500	Maint. - Vehicles	25,000.00	25,000.00	50.33	10,844.18	14,155.82	43.38 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
410-2010-552100	Fuel	18,000.00	18,000.00	1,930.90	13,314.53	4,685.47	73.97 %
410-2010-552500	Uniforms	5,000.00	5,000.00	466.00	4,100.75	899.25	82.02 %
410-2010-552700	Operating Supplies	10,000.00	10,000.00	3,465.32	98,561.32	-88,561.32	985.61 %
410-2010-559100	Maint. - Substation	60,000.00	60,000.00	0.00	3,055.98	56,944.02	5.09 %
410-2010-559300	Maint.-Overhead Lines	100,000.00	100,000.00	1,169.64	60,141.38	39,858.62	60.14 %
410-2010-559400	Maint.-Underground Lines	30,000.00	30,000.00	225.00	3,152.89	26,847.11	10.51 %
410-2010-559500	Maint.-Line Transformers	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
410-2010-559600	Testing & Disposal-P	0.00	0.00	0.00	3,333.44	-3,333.44	0.00 %
410-2010-559700	Maint. - Meters	0.00	0.00	4,384.00	34,209.98	-34,209.98	0.00 %
410-2010-563100	Poles, Towers & Fixt	730,000.00	730,000.00	0.00	70,382.40	659,617.60	9.64 %
410-2010-563200	Overhead Lines/Devic	12,000.00	12,000.00	0.00	19,174.36	-7,174.36	159.79 %
410-2010-563300	Underground Lines/De	0.00	0.00	0.00	1,870.00	-1,870.00	0.00 %
410-2010-563400	Line Transformers	150,000.00	150,000.00	21,364.00	111,840.22	38,159.78	74.56 %
410-2010-563700	Substation	250,000.00	250,000.00	55,224.50	83,873.28	166,126.72	33.55 %
410-2010-564000	Machinery & Equipment	95,000.00	95,000.00	0.00	50,311.32	44,688.68	52.96 %
	Department : 2010 - Electric Distribution Total:	**2,340,090.00**	**2,340,090.00**	**143,508.17**	**1,226,510.10**	**1,113,579.90**	**52.41%**
Department : 2015 - Purchasing / Warehouse							
410-2015-512000	Regular Salaries	40,706.00	40,706.00	4,806.20	40,047.65	658.35	98.38 %
410-2015-514000	Overtime Salaries	734.00	734.00	0.00	1,351.76	-617.76	184.16 %
410-2015-521000	Taxes-FICA	3,170.00	3,170.00	364.48	3,133.63	36.37	98.85 %
410-2015-522000	Retirement Contribution	2,486.00	2,486.00	187.88	2,199.33	286.67	88.47 %
410-2015-522500	457 Match	1,243.00	1,243.00	93.94	1,099.67	143.33	88.47 %
410-2015-523000	Insurance-Health	10,560.00	10,560.00	878.62	9,552.34	1,007.66	90.46 %
410-2015-523001	Insurance - Dental	522.00	522.00	43.22	475.42	46.58	91.08 %
410-2015-523002	Insurance - Life	374.00	374.00	26.46	271.27	102.73	72.53 %
410-2015-523003	Insurance - AD & D	34.00	34.00	2.44	24.94	9.06	73.35 %
410-2015-524000	Worker's Compensation	978.00	978.00	0.00	741.00	237.00	75.77 %
410-2015-526000	Long Term Disability Ins.	590.00	590.00	29.46	306.50	283.50	51.95 %
410-2015-533000	Software & IT Services	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
410-2015-534000	Other Contractual Serv	0.00	0.00	0.00	8,730.00	-8,730.00	0.00 %
410-2015-540500	Registration/Trng Fees	500.00	500.00	0.00	0.00	500.00	0.00 %
410-2015-541000	Cell and Landline Phone	800.00	800.00	35.00	937.29	-137.29	117.16 %
410-2015-542500	Safety	100.00	100.00	0.00	0.00	100.00	0.00 %
410-2015-545000	Insurance	0.00	0.00	0.00	1,012.02	-1,012.02	0.00 %
410-2015-546100	Maintenance - Buildings	4,000.00	4,000.00	0.00	1,100.06	2,899.94	27.50 %
410-2015-546200	Maint.-Mach. & Equip.	5,000.00	5,000.00	257.98	1,584.19	3,415.81	31.68 %
410-2015-552500	Uniforms	250.00	250.00	41.25	237.61	12.39	95.04 %
410-2015-552700	Operating Supplies	3,500.00	3,500.00	141.58	1,821.74	1,678.26	52.05 %
	Department : 2015 - Purchasing / Warehouse Total:	**83,547.00**	**83,547.00**	**6,908.51**	**74,626.42**	**8,920.58**	**89.32%**
Department : 2025 - Electric Meter Reading							
410-2025-512000	Regular Salaries	36,099.00	36,099.00	2,936.00	69,701.97	-33,602.97	193.09 %
410-2025-514000	Overtime Salaries	2,603.00	2,603.00	0.00	792.19	1,810.81	30.43 %
410-2025-521000	Taxes-FICA	2,961.00	2,961.00	224.76	3,832.54	-871.54	129.43 %
410-2025-522000	Retirement Contribution	2,322.00	2,322.00	176.16	2,952.92	-630.92	127.17 %
410-2025-522500	457 Match	1,161.00	1,161.00	29.36	693.44	467.56	59.73 %
410-2025-523000	Insurance-Health	10,560.00	10,560.00	878.62	13,562.37	-3,002.37	128.43 %
410-2025-523001	Insurance - Dental	522.00	522.00	43.22	669.91	-147.91	128.34 %
410-2025-523002	Insurance - Life	169.00	169.00	24.80	380.20	-211.20	224.97 %
410-2025-523003	Insurance - AD & D	16.00	16.00	2.13	33.43	-17.43	208.94 %
410-2025-524000	Worker's Compensation	913.00	913.00	0.00	636.00	277.00	69.66 %
410-2025-526000	Long Term Disability Ins.	236.00	236.00	26.22	408.76	-172.76	173.20 %
410-2025-541000	Cell and Landline Phone	1,500.00	1,500.00	652.24	2,720.31	-1,220.31	181.35 %
410-2025-546200	Maint.-Mach. & Equip.	2,500.00	2,500.00	0.00	5,100.21	-2,600.21	204.01 %
410-2025-546500	Maint. - Vehicles	3,000.00	3,000.00	0.00	8.04	2,991.96	0.27 %
410-2025-552100	Fuel	1,000.00	1,000.00	137.53	1,581.38	-581.38	158.14 %
410-2025-552500	Uniforms	500.00	500.00	0.00	0.00	500.00	0.00 %
410-2025-552700	Operating Supplies	1,500.00	1,500.00	0.00	532.22	967.78	35.48 %
410-2025-559700	Maint. - Meters	15,500.00	15,500.00	0.00	0.00	15,500.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
410-2025-563600	Meters	15,000.00	15,000.00	0.00	10,686.41	4,313.59	71.24 %
Department : 2025 - Electric Meter Reading Total:		**98,062.00**	**98,062.00**	**5,131.04**	**114,292.30**	**-16,230.30**	**116.55%**
Department : 2030 - Customer Records							
410-2030-512000	Regular Salaries	347,229.00	347,229.00	28,567.34	279,550.63	67,678.37	80.51 %
410-2030-514000	Overtime Salaries	1,247.00	1,247.00	0.00	189.32	1,057.68	15.18 %
410-2030-521000	Taxes-FICA	26,658.00	26,658.00	2,167.26	21,259.91	5,398.09	79.75 %
410-2030-522000	Retirement Contribution	20,909.00	20,909.00	1,714.03	16,543.00	4,366.00	79.12 %
410-2030-522500	457 Match	10,454.00	10,454.00	809.82	8,051.07	2,402.93	77.01 %
410-2030-523000	Insurance-Health	42,239.00	42,239.00	3,931.83	33,247.37	8,991.63	78.71 %
410-2030-523001	Insurance - Dental	2,479.00	2,479.00	193.42	1,641.04	837.96	66.20 %
410-2030-523002	Insurance - Life	2,049.00	2,049.00	241.40	2,105.61	-56.61	102.76 %
410-2030-523003	Insurance - AD & D	189.00	189.00	19.45	169.09	19.91	89.47 %
410-2030-524000	Worker's Compensation	10,665.00	10,665.00	0.00	7,734.00	2,931.00	72.52 %
410-2030-526000	Long Term Disability Ins.	1,289.00	1,289.00	254.69	2,219.26	-930.26	172.17 %
410-2030-532000	Accounting & Auditing	30,000.00	30,000.00	0.00	12,500.00	17,500.00	41.67 %
410-2030-533000	Software & IT Services	38,000.00	38,000.00	0.00	25,926.98	12,073.02	68.23 %
410-2030-534000	Other Contractual Serv	80,000.00	80,000.00	6,930.00	33,962.89	46,037.11	42.45 %
410-2030-537700	001 Admin. Charges	130,000.00	130,000.00	0.00	130,000.00	0.00	100.00 %
410-2030-538000	Purchase For Resale	7,900,000.00	7,900,000.00	744,295.06	6,017,892.61	1,882,107.39	76.18 %
410-2030-538200	FMPA Costs	800,000.00	800,000.00	46,845.26	512,226.02	287,773.98	64.03 %
410-2030-540000	Travel & Per Diem	5,000.00	5,000.00	223.30	880.64	4,119.36	17.61 %
410-2030-540500	Registration/Trng Fees	6,500.00	6,500.00	0.00	2,925.00	3,575.00	45.00 %
410-2030-541000	Cell and Landline Phone	7,000.00	7,000.00	152.22	5,801.06	1,198.94	82.87 %
410-2030-542000	Postage & Freight	35,000.00	35,000.00	231.26	27,821.41	7,178.59	79.49 %
410-2030-542500	Safety	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
410-2030-543000	Utilities	1,700.00	1,700.00	0.00	4,748.82	-3,048.82	279.34 %
410-2030-544100	Rental & Lease - Equip.	6,000.00	6,000.00	0.00	1,566.06	4,433.94	26.10 %
410-2030-546100	Maintenance - Buildings	5,000.00	5,000.00	45.36	488.33	4,511.67	9.77 %
410-2030-546101	Maintenance Project	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
410-2030-546200	Maint.-Mach. & Equip.	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
410-2030-546500	Maint. - Vehicles	2,500.00	2,500.00	0.00	129.06	2,370.94	5.16 %
410-2030-548000	Promotional Activities	25,000.00	25,000.00	0.00	1,627.28	23,372.72	6.51 %
410-2030-552100	Fuel	5,000.00	5,000.00	-15,996.67	-12,698.43	17,698.43	-253.97 %
410-2030-552400	Janitorial Supplies	0.00	0.00	124.48	409.96	-409.96	0.00 %
410-2030-552500	Uniforms	600.00	600.00	148.01	501.42	98.58	83.57 %
410-2030-552700	Operating Supplies	15,000.00	15,000.00	707.29	8,081.28	6,918.72	53.88 %
410-2030-554100	Dues & Memberships	20,000.00	20,000.00	0.00	16,672.00	3,328.00	83.36 %
410-2030-562000	PPE - Buildings	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
410-2030-564000	Machinery & Equipment	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
410-2030-575000	CC Processing Fees	115,000.00	115,000.00	9,022.62	92,718.58	22,281.42	80.62 %
Department : 2030 - Customer Records Total:		**9,845,207.00**	**9,845,207.00**	**830,627.43**	**7,256,891.27**	**2,588,315.73**	**73.71%**
Department : 2045 - Miscellaneous Expenses							
410-2045-511100	Telecommunications	58,000.00	58,000.00	0.00	20,740.36	37,259.64	35.76 %
410-2045-531500	Other Professional Serv	14,000.00	14,000.00	0.00	3,875.00	10,125.00	27.68 %
410-2045-537100	Interest on Deposits	0.00	0.00	0.00	23.42	-23.42	0.00 %
410-2045-537200	Bad Debts	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
410-2045-537300	Public Service Commission	1,000.00	1,000.00	0.00	471.17	528.83	47.12 %
410-2045-571000	FMPA Loan Principal	85,117.00	85,117.00	0.00	42,371.22	42,745.78	49.78 %
410-2045-572000	FMPA Interest Expense	17,753.00	17,753.00	0.00	9,064.23	8,688.77	51.06 %
410-2045-573000	FMPA - Annual Loan Fees	6,100.00	6,100.00	0.00	0.00	6,100.00	0.00 %
410-2045-591000	Transfer To Other Funds	1,105,000.00	1,105,000.00	0.00	1,105,000.00	0.00	100.00 %
410-2045-592000	Contingent Expenses	1,580,000.00	1,580,000.00	0.00	0.00	1,580,000.00	0.00 %
Department : 2045 - Miscellaneous Expenses Total:		**2,891,970.00**	**2,891,970.00**	**0.00**	**1,181,545.40**	**1,710,424.60**	**40.86%**
Fund: 410 - ELECTRIC FUND Surplus (Deficit):		**0.00**	**0.00**	**308,736.38**	**-1,430,910.52**	**-1,430,910.52**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 420 - WATER/SEWER FUND							
420-325100	North Side Sewer Assessments	65,000.00	65,000.00	659.14	69,134.88	4,134.88	106.36 %
420-334352	Grant - WWTP - FDEP LPA0491	0.00	0.00	0.00	75,940.00	75,940.00	0.00 %
420-338940	Grants	5,572,000.00	5,572,000.00	0.00	291,686.20	-5,280,313.80	5.23 %
420-343610	Water Sales - Res.	1,775,000.00	1,775,000.00	151,275.17	1,319,218.25	-455,781.75	74.32 %
420-343611	Water Sales - Comm.	975,000.00	975,000.00	85,031.30	655,431.95	-319,568.05	67.22 %
420-343612	Water Sales-South Shore	825,000.00	825,000.00	67,478.61	594,166.90	-230,833.10	72.02 %
420-343615	Water Taps	4,000.00	4,000.00	550.00	11,600.00	7,600.00	290.00 %
420-343630	Sewer Collection Fees	1,300,000.00	1,300,000.00	122,664.39	1,072,269.81	-227,730.19	82.48 %
420-343631	Commercial Sewer Fees	810,000.00	810,000.00	67,529.09	579,809.61	-230,190.39	71.58 %
420-343635	Impact Fee Revenues	0.00	0.00	0.00	27,533.00	27,533.00	0.00 %
420-361000	Interest Earned	180,000.00	180,000.00	13,606.13	132,243.70	-47,756.30	73.47 %
420-362200	Hay Lease	16,720.00	16,720.00	0.00	17,556.00	836.00	105.00 %
420-365100	Sale of Scraps	3,000.00	3,000.00	0.00	3,268.00	268.00	108.93 %
420-365200	Sale of Equipment	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
420-369900	Misc. Income	10,000.00	10,000.00	508.60	-4,464.13	-14,464.13	44.64 %
420-382300	Transfer Reserves	1,708,055.00	1,708,055.00	0.00	0.00	-1,708,055.00	0.00 %
420-384407	FDEP SRF Loan 260440	0.00	0.00	0.00	74,972.00	74,972.00	0.00 %
Department : 3005 - Water Treatment Plant							
420-3005-512000	Regular Salaries	138,121.00	138,121.00	11,519.77	117,559.91	20,561.09	85.11 %
420-3005-514000	Overtime Salaries	39,842.00	39,842.00	3,437.80	37,836.29	2,005.71	94.97 %
420-3005-521000	Taxes-FICA	13,614.00	13,614.00	1,100.12	11,494.96	2,119.04	84.43 %
420-3005-522000	Retirement Contribution	10,678.00	10,678.00	637.48	6,380.26	4,297.74	59.75 %
420-3005-522500	457 Match	5,339.00	5,339.00	318.74	3,190.14	2,148.86	59.75 %
420-3005-523000	Insurance-Health	26,948.00	26,948.00	2,124.14	19,061.02	7,886.98	70.73 %
420-3005-523001	Insurance - Dental	1,029.00	1,029.00	86.44	777.96	251.04	75.60 %
420-3005-523002	Insurance - Life	880.00	880.00	89.78	808.02	71.98	91.82 %
420-3005-523003	Insurance - AD & D	81.00	81.00	8.10	72.90	8.10	90.00 %
420-3005-524000	Worker's Compensation	4,200.00	4,200.00	0.00	3,072.00	1,128.00	73.14 %
420-3005-526000	Long Term Disability Ins.	946.00	946.00	98.20	883.80	62.20	93.42 %
420-3005-531200	Engineering Services	40,000.00	40,000.00	2,458.50	23,081.97	16,918.03	57.70 %
420-3005-531500	Other Professional Serv	130,000.00	130,000.00	2,648.50	81,180.45	48,819.55	62.45 %
420-3005-534000	Other Contractual Serv	40,000.00	40,000.00	750.00	19,067.50	20,932.50	47.67 %
420-3005-540500	Registration/Trng Fees	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
420-3005-541000	Cell and Landline Phone	1,950.00	1,950.00	0.00	954.52	995.48	48.95 %
420-3005-543000	Utilities	390,000.00	390,000.00	122.14	96,010.53	293,989.47	24.62 %
420-3005-545000	Insurance	59,436.00	59,436.00	0.00	44,577.00	14,859.00	75.00 %
420-3005-546100	Maintenance - Buildings	30,000.00	30,000.00	0.00	34.11	29,965.89	0.11 %
420-3005-546200	Maint.-Mach. & Equip.	55,000.00	55,000.00	234.13	6,701.53	48,298.47	12.18 %
420-3005-546500	Maint. - Vehicles	500.00	500.00	0.00	4,647.26	-4,147.26	929.45 %
420-3005-546700	Main. & Repair - RO Water Plant	100,000.00	100,000.00	3,533.64	51,927.70	48,072.30	51.93 %
420-3005-552100	Fuel	2,000.00	2,000.00	0.00	977.42	1,022.58	48.87 %
420-3005-552300	Chemicals	186,000.00	186,000.00	5,469.80	132,182.03	53,817.97	71.07 %
420-3005-552400	Janitorial Supplies	0.00	0.00	0.00	155.89	-155.89	0.00 %
420-3005-552500	Uniforms	1,000.00	1,000.00	0.00	473.40	526.60	47.34 %
420-3005-552700	Operating Supplies	11,250.00	11,250.00	5.97	1,485.42	9,764.58	13.20 %
420-3005-563000	PPE - Land Improvements	90,000.00	90,000.00	0.00	0.00	90,000.00	0.00 %
420-3005-564000	Machinery & Equipment	675,000.00	675,000.00	9,191.51	104,892.69	570,107.31	15.54 %
420-3005-571000	Principal	314,000.00	314,000.00	0.00	0.00	314,000.00	0.00 %
420-3005-572000	Interest Expense	450,656.00	450,656.00	0.00	0.00	450,656.00	0.00 %
Department : 3005 - Water Treatment Plant Total:		**2,819,470.00**	**2,819,470.00**	**43,834.76**	**769,486.68**	**2,049,983.32**	**27.29%**
Department : 3010 - Trans / Distribution							
420-3010-512000	Regular Salaries	214,540.00	214,540.00	16,508.56	184,109.72	30,430.28	85.82 %
420-3010-514000	Overtime Salaries	46,415.00	46,415.00	5,961.48	34,683.09	11,731.91	74.72 %
420-3010-521000	Taxes-FICA	19,963.00	19,963.00	1,613.90	15,747.45	4,215.55	78.88 %
420-3010-522000	Retirement Contribution	15,657.00	15,657.00	760.21	9,167.28	6,489.72	58.55 %
420-3010-522500	457 Match	7,829.00	7,829.00	269.82	3,334.83	4,494.17	42.60 %
420-3010-523000	Insurance-Health	58,627.00	58,627.00	4,709.55	45,561.78	13,065.22	77.71 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
420-3010-523001	Insurance - Dental	2,611.00	2,611.00	195.56	1,924.61	686.39	73.71 %
420-3010-523002	Insurance - Life	2,796.00	2,796.00	136.16	1,380.11	1,415.89	49.36 %
420-3010-523003	Insurance - AD & D	258.00	258.00	8.94	97.64	160.36	37.84 %
420-3010-524000	Worker's Compensation	6,159.00	6,159.00	0.00	4,449.00	1,710.00	72.24 %
420-3010-526000	Long Term Disability Ins.	2,295.00	2,295.00	144.19	1,460.24	834.76	63.63 %
420-3010-531200	Engineering Services	10,000.00	10,000.00	0.00	1,670.75	8,329.25	16.71 %
420-3010-534000	Other Contractual Serv	3,000.00	3,000.00	0.00	2,552.20	447.80	85.07 %
420-3010-540000	Travel & Per Diem	1,000.00	1,000.00	81.00	406.80	593.20	40.68 %
420-3010-540500	Registration/Trng Fees	1,000.00	1,000.00	0.00	575.00	425.00	57.50 %
420-3010-541000	Cell and Landline Phone	0.00	0.00	35.00	490.00	-490.00	0.00 %
420-3010-542500	Safety	1,000.00	1,000.00	47.28	1,088.36	-88.36	108.84 %
420-3010-546100	Maintenance - Buildings	0.00	0.00	0.00	3,141.30	-3,141.30	0.00 %
420-3010-546200	Maint.-Mach. & Equip.	17,000.00	17,000.00	486.20	15,446.39	1,553.61	90.86 %
420-3010-546250	Maint.-Tools & Spare Parts	5,000.00	5,000.00	1,421.91	10,730.21	-5,730.21	214.60 %
420-3010-546500	Maint. - Vehicles	5,000.00	5,000.00	1,436.29	3,649.01	1,350.99	72.98 %
420-3010-546800	Maint.-Water Dist. Sys.	375,000.00	375,000.00	4,005.00	11,578.16	363,421.84	3.09 %
420-3010-552100	Fuel	8,500.00	8,500.00	723.08	9,971.06	-1,471.06	117.31 %
420-3010-552500	Uniforms	1,000.00	1,000.00	467.66	1,836.45	-836.45	183.65 %
420-3010-552700	Operating Supplies	37,400.00	37,400.00	18,021.30	93,221.35	-55,821.35	249.25 %
420-3010-562000	PPE - Buildings	0.00	0.00	0.00	200.73	-200.73	0.00 %
420-3010-563000	PPE - Land Improvements	80,000.00	80,000.00	0.00	11,875.00	68,125.00	14.84 %
420-3010-563500	Mains & Lines	25,000.00	25,000.00	0.00	25,185.00	-185.00	100.74 %
420-3010-563505	Della Tobias Water Line Project	1,572,000.00	1,572,000.00	0.00	6,873.00	1,565,127.00	0.44 %
420-3010-563509	Air Glades Water Main Extension	4,000,000.00	4,000,000.00	0.00	900.00	3,999,100.00	0.02 %
420-3010-564000	Machinery & Equipment	55,000.00	55,000.00	0.00	32,276.32	22,723.68	58.68 %
	Department : 3010 - Trans / Distribution Total:	**6,574,050.00**	**6,574,050.00**	**57,033.09**	**535,582.84**	**6,038,467.16**	**8.15%**
Department : 3012 - Airglades Water Main Extension							
420-3012-531200	Engineering Services	0.00	0.00	0.00	10,289.60	-10,289.60	0.00 %
420-3012-563500	Mains & Lines	0.00	0.00	0.00	16,105.20	-16,105.20	0.00 %
	Department : 3012 - Airglades Water Main Extension Total:	**0.00**	**0.00**	**0.00**	**26,394.80**	**-26,394.80**	**0.00%**
Department : 3025 - Water Meter Reading							
420-3025-512000	Regular Salaries	37,471.00	37,471.00	2,882.36	-11,082.25	48,553.25	-29.58 %
420-3025-514000	Overtime Salaries	1,351.00	1,351.00	0.00	0.00	1,351.00	0.00 %
420-3025-521000	Taxes-FICA	2,970.00	2,970.00	212.40	641.37	2,328.63	21.59 %
420-3025-522000	Retirement Contribution	2,329.00	2,329.00	172.94	518.82	1,810.18	22.28 %
420-3025-522500	457 Match	1,165.00	1,165.00	57.64	172.92	992.08	14.84 %
420-3025-523000	Insurance-Health	10,560.00	10,560.00	878.62	2,196.55	8,363.45	20.80 %
420-3025-523001	Insurance - Dental	522.00	522.00	43.22	108.05	413.95	20.70 %
420-3025-523002	Insurance - Life	374.00	374.00	24.36	60.90	313.10	16.28 %
420-3025-523003	Insurance - AD & D	34.00	34.00	2.19	5.45	28.55	16.03 %
420-3025-524000	Worker's Compensation	916.00	916.00	0.00	632.00	284.00	69.00 %
420-3025-526000	Long Term Disability Ins.	590.00	590.00	26.63	66.33	523.67	11.24 %
420-3025-534000	Other Contractual Serv	0.00	0.00	0.00	25,215.97	-25,215.97	0.00 %
420-3025-541000	Cell and Landline Phone	1,200.00	1,200.00	214.44	956.25	243.75	79.69 %
420-3025-546200	Maint.-Mach. & Equip.	500.00	500.00	-22.00	93.59	406.41	18.72 %
420-3025-552500	Uniforms	250.00	250.00	0.00	0.00	250.00	0.00 %
420-3025-552700	Operating Supplies	2,750.00	2,750.00	12.89	12.89	2,737.11	0.47 %
420-3025-563011	AMI Project	45,000.00	45,000.00	0.00	42,203.17	2,796.83	93.78 %
	Department : 3025 - Water Meter Reading Total:	**107,982.00**	**107,982.00**	**4,505.69**	**61,802.01**	**46,179.99**	**57.23%**
Department : 3042 - Water / Sewer Administ.							
420-3042-512000	Regular Salaries	116,911.00	116,911.00	9,413.94	92,452.64	24,458.36	79.08 %
420-3042-514000	Overtime Salaries	1,686.00	1,686.00	0.00	0.00	1,686.00	0.00 %
420-3042-521000	Taxes-FICA	9,073.00	9,073.00	713.32	7,012.35	2,060.65	77.29 %
420-3042-522000	Retirement Contribution	7,116.00	7,116.00	564.82	5,476.29	1,639.71	76.96 %
420-3042-522500	457 Match	3,558.00	3,558.00	113.94	1,137.74	2,420.26	31.98 %
420-3042-523000	Insurance-Health	21,120.00	21,120.00	1,757.24	15,758.92	5,361.08	74.62 %
420-3042-523001	Insurance - Dental	1,044.00	1,044.00	86.44	777.96	266.04	74.52 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
420-3042-523002	Insurance - Life	747.00	747.00	79.54	694.62	52.38	92.99 %
420-3042-523003	Insurance - AD & D	69.00	69.00	7.22	63.06	5.94	91.39 %
420-3042-524000	Worker's Compensation	2,799.00	2,799.00	0.00	2,013.00	786.00	71.92 %
420-3042-526000	Long Term Disability Ins.	1,180.00	1,180.00	87.64	765.00	415.00	64.83 %
420-3042-532000	Accounting & Auditing	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
420-3042-533000	Software & IT Services	58,000.00	58,000.00	0.00	179.56	57,820.44	0.31 %
420-3042-534000	Other Contractual Serv	1,000.00	1,000.00	0.00	1,125.00	-125.00	112.50 %
420-3042-537200	Bad Debts	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
420-3042-537700	001 Admin. Charges	75,000.00	75,000.00	0.00	75,000.00	0.00	100.00 %
420-3042-537701	410 Admin. Charges	25,000.00	25,000.00	0.00	25,000.00	0.00	100.00 %
420-3042-540000	Travel & Per Diem	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
420-3042-540500	Registration/Trng Fees	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
420-3042-542600	Water Testing-Public Education	500.00	500.00	0.00	0.00	500.00	0.00 %
420-3042-546200	Maint.-Mach. & Equip.	0.00	0.00	0.00	54,187.90	-54,187.90	0.00 %
420-3042-552700	Operating Supplies	5,000.00	5,000.00	0.00	1,761.12	3,238.88	35.22 %
420-3042-554100	Dues & Memberships	1,200.00	1,200.00	0.00	462.00	738.00	38.50 %
420-3042-575000	CC Processing Fees	33,000.00	33,000.00	2,320.10	23,841.93	9,158.07	72.25 %
Department : 3042 - Water / Sewer Administ. Total:		**402,503.00**	**402,503.00**	**15,144.20**	**307,709.09**	**94,793.91**	**76.45%**
Department : 3052 - Sewer Treatment Plant							
420-3052-512000	Regular Salaries	0.00	0.00	3,263.04	53,821.47	-53,821.47	0.00 %
420-3052-514000	Overtime Salaries	0.00	0.00	0.00	792.92	-792.92	0.00 %
420-3052-521000	Taxes-FICA	0.00	0.00	154.72	3,234.40	-3,234.40	0.00 %
420-3052-522000	Retirement Contribution	0.00	0.00	195.78	2,501.78	-2,501.78	0.00 %
420-3052-522500	457 Match	0.00	0.00	65.26	1,150.19	-1,150.19	0.00 %
420-3052-523000	Insurance-Health	0.00	0.00	1,651.80	17,396.62	-17,396.62	0.00 %
420-3052-523001	Insurance - Dental	0.00	0.00	43.22	475.42	-475.42	0.00 %
420-3052-523002	Insurance - Life	0.00	0.00	27.58	338.80	-338.80	0.00 %
420-3052-523003	Insurance - AD & D	0.00	0.00	2.49	30.62	-30.62	0.00 %
420-3052-526000	Long Term Disability Ins.	0.00	0.00	30.16	370.96	-370.96	0.00 %
420-3052-531200	Engineering Services	0.00	0.00	0.00	117,975.00	-117,975.00	0.00 %
420-3052-531500	Other Professional Serv	864,600.00	864,600.00	63,743.58	439,364.76	425,235.24	50.82 %
420-3052-534000	Other Contractual Serv	0.00	0.00	0.00	4,705.50	-4,705.50	0.00 %
420-3052-541000	Cell and Landline Phone	0.00	0.00	105.00	1,774.28	-1,774.28	0.00 %
420-3052-543000	Utilities	0.00	0.00	0.00	56,076.52	-56,076.52	0.00 %
420-3052-545000	Insurance	59,436.00	59,436.00	0.00	44,577.00	14,859.00	75.00 %
420-3052-546100	Maintenance - Buildings	0.00	0.00	0.00	1,104.45	-1,104.45	0.00 %
420-3052-546200	Maint.-Mach. & Equip.	0.00	0.00	0.00	26,805.52	-26,805.52	0.00 %
420-3052-546250	Maint.-Tools & Spare Parts	0.00	0.00	0.00	269.99	-269.99	0.00 %
420-3052-546500	Maint. - Vehicles	0.00	0.00	10.00	421.52	-421.52	0.00 %
420-3052-546800	Maint.-Water Dist. Sys.	0.00	0.00	0.00	140.98	-140.98	0.00 %
420-3052-551800	Sludge Disposal	130,000.00	130,000.00	35,190.36	110,266.32	19,733.68	84.82 %
420-3052-552100	Fuel	0.00	0.00	1,085.95	4,160.38	-4,160.38	0.00 %
420-3052-552500	Uniforms	0.00	0.00	66.33	476.45	-476.45	0.00 %
420-3052-552700	Operating Supplies	0.00	0.00	523.19	3,818.00	-3,818.00	0.00 %
420-3052-563000	PPE - Land Improvements	0.00	0.00	0.00	281,697.50	-281,697.50	0.00 %
420-3052-564000	Machinery & Equipment	200,000.00	200,000.00	0.00	26,800.04	173,199.96	13.40 %
Department : 3052 - Sewer Treatment Plant Total:		**1,254,036.00**	**1,254,036.00**	**106,158.46**	**1,200,547.39**	**53,488.61**	**95.73%**
Department : 3062 - Sewer Trans / Collection							
420-3062-531200	Engineering Services	50,000.00	50,000.00	14,309.50	36,525.37	13,474.63	73.05 %
420-3062-534000	Other Contractual Serv	12,000.00	12,000.00	0.00	7,864.18	4,135.82	65.53 %
420-3062-541000	Cell and Landline Phone	0.00	0.00	0.00	270.44	-270.44	0.00 %
420-3062-543000	Utilities	102,000.00	102,000.00	0.00	41,560.89	60,439.11	40.75 %
420-3062-546200	Maint.-Mach. & Equip.	0.00	0.00	0.00	214.64	-214.64	0.00 %
420-3062-546900	Maint.- Sewer Coll. System	350,000.00	350,000.00	10,514.86	100,497.97	249,502.03	28.71 %
420-3062-552100	Fuel	0.00	0.00	0.00	3,294.03	-3,294.03	0.00 %
420-3062-552700	Operating Supplies	6,000.00	6,000.00	1,159.93	1,221.24	4,778.76	20.35 %
420-3062-563000	PPE - Land Improvements	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
420-3062-563500	Mains & Lines	0.00	0.00	0.00	1,400.00	-1,400.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
420-3062-564000	Machinery & Equipment	70,000.00	70,000.00	0.00	51,785.47	18,214.53	73.98 %
Department : 3062 - Sewer Trans / Collection Total:		**610,000.00**	**610,000.00**	**25,984.29**	**244,634.23**	**365,365.77**	**40.10%**
Department : 3063 - N. Sewer Project							
420-3063-571000	Principal - SRF 260400 & 260401	57,750.00	57,750.00	0.00	55,678.12	2,071.88	96.41 %
420-3063-572000	Interest - SRF 260400 & 260401	4,140.00	4,140.00	0.00	6,201.34	-2,061.34	149.79 %
Department : 3063 - N. Sewer Project Total:		**61,890.00**	**61,890.00**	**0.00**	**61,879.46**	**10.54**	**99.98%**
Department : 3066 - Inflow & Infiltration							
420-3066-563507	Phase III - I & I	0.00	0.00	0.00	22,111.98	-22,111.98	0.00 %
420-3066-592000	Contingent Expenses	1,330,000.00	1,330,000.00	0.00	0.00	1,330,000.00	0.00 %
Department : 3066 - Inflow & Infiltration Total:		**1,330,000.00**	**1,330,000.00**	**0.00**	**22,111.98**	**1,307,888.02**	**1.66%**
Department : 3080 - Debt Service							
420-3080-571000	Principal - SRF 260410	21,352.00	21,352.00	0.00	10,675.80	10,676.20	50.00 %
420-3080-571002	Principal - SRF 260420	10,247.00	10,247.00	0.00	9,934.60	312.40	96.95 %
420-3080-571004	Principal - SRF 260421	22,435.00	22,435.00	0.00	22,434.36	0.64	100.00 %
420-3080-571005	Principal - SRF 260440	32,506.00	32,506.00	0.00	0.00	32,506.00	0.00 %
420-3080-572002	Interest - SRF 260420	2,304.00	2,304.00	0.00	2,616.64	-312.64	113.57 %
Department : 3080 - Debt Service Total:		**88,844.00**	**88,844.00**	**0.00**	**45,661.40**	**43,182.60**	**51.40%**
Fund: 420 - WATER/SEWER FUND Surplus (Deficit):		**0.00**	**0.00**	**256,641.94**	**1,644,556.29**	**1,644,556.29**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 430 - SOLID WASTE							
430-343410	Garbage Collect. - Res	1,050,000.00	1,050,000.00	91,704.20	825,143.50	-224,856.50	78.59 %
430-343411	Garbage Collect.-Comm.	1,175,000.00	1,175,000.00	104,561.68	963,510.07	-211,489.93	82.00 %
430-343413	GC - Res. Special Pick-Up	25,000.00	25,000.00	3,495.00	24,170.00	-830.00	96.68 %
430-343414	GC - Commercial Spec	5,000.00	5,000.00	175.00	1,795.00	-3,205.00	35.90 %
430-361000	Interest Earned	20,000.00	20,000.00	3,208.35	29,461.53	9,461.53	147.31 %
Department : 3042 - Water / Sewer Administ.							
430-3042-575000	CC Processing Fees	0.00	0.00	0.00	-6,127.46	6,127.46	0.00 %
	Department : 3042 - Water / Sewer Administ. Total:	**0.00**	**0.00**	**0.00**	**-6,127.46**	**6,127.46**	**0.00%**
Department : 7072 - Solid Waste							
430-7072-512000	Regular Salaries	177,219.00	177,219.00	13,765.96	139,609.91	37,609.09	78.78 %
430-7072-514000	Overtime Salaries	25,560.00	25,560.00	1,838.81	18,980.15	6,579.85	74.26 %
430-7072-521000	Taxes-FICA	15,513.00	15,513.00	1,117.29	11,444.11	4,068.89	73.77 %
430-7072-522000	Retirement Contribution	12,167.00	12,167.00	825.96	8,271.03	3,895.97	67.98 %
430-7072-522500	457 Match	6,083.00	6,083.00	320.92	3,228.42	2,854.58	53.07 %
430-7072-523000	Insurance-Health	48,067.00	48,067.00	4,002.38	36,018.36	12,048.64	74.93 %
430-7072-523001	Insurance - Dental	2,088.00	2,088.00	172.88	1,564.06	523.94	74.91 %
430-7072-523002	Insurance - Life	1,494.00	1,494.00	116.32	1,043.37	450.63	69.84 %
430-7072-523003	Insurance - AD & D	138.00	138.00	10.41	94.08	43.92	68.17 %
430-7072-524000	Worker's Compensation	4,629.00	4,629.00	0.00	3,495.00	1,134.00	75.50 %
430-7072-526000	Long Term Disability Ins.	2,361.00	2,361.00	126.48	1,139.78	1,221.22	48.28 %
430-7072-532000	Accounting & Auditing	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
430-7072-534000	Other Contractual Serv	0.00	0.00	56.61	3,892.88	-3,892.88	0.00 %
430-7072-537700	001 Admin. Charges	45,000.00	45,000.00	0.00	45,000.00	0.00	100.00 %
430-7072-537701	410 Admin. Charges	25,000.00	25,000.00	0.00	25,018.13	-18.13	100.07 %
430-7072-540000	Travel & Per Diem	0.00	0.00	0.00	37.02	-37.02	0.00 %
430-7072-541000	Cell and Landline Phone	0.00	0.00	140.00	1,260.00	-1,260.00	0.00 %
430-7072-542500	Safety	1,000.00	1,000.00	45.91	546.77	453.23	54.68 %
430-7072-544100	Rental & Lease - Equip.	21,000.00	21,000.00	0.00	0.00	21,000.00	0.00 %
430-7072-545000	Insurance	158,496.00	158,496.00	0.00	118,872.00	39,624.00	75.00 %
430-7072-546100	Maintenance - Buildings	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
430-7072-546200	Maint.-Mach. & Equip.	25,000.00	25,000.00	188.32	2,872.92	22,127.08	11.49 %
430-7072-546500	Maint. - Vehicles	65,000.00	65,000.00	3,325.14	53,871.01	11,128.99	82.88 %
430-7072-551900	Solid Waste Disposal	800,000.00	800,000.00	0.00	503,110.10	296,889.90	62.89 %
430-7072-552100	Fuel	50,000.00	50,000.00	399.30	34,156.72	15,843.28	68.31 %
430-7072-552500	Uniforms	2,000.00	2,000.00	571.18	2,358.80	-358.80	117.94 %
430-7072-552700	Operating Supplies	35,000.00	35,000.00	2,153.49	10,248.88	24,751.12	29.28 %
430-7072-564000	Machinery & Equipment	40,000.00	40,000.00	0.00	24,607.69	15,392.31	61.52 %
430-7072-571000	Principal	88,772.00	88,772.00	0.00	88,772.41	-0.41	100.00 %
430-7072-572000	Interest Expense	31,880.00	31,880.00	0.00	31,880.21	-0.21	100.00 %
430-7072-575000	CC Processing Fees	12,000.00	12,000.00	1,031.16	16,723.86	-4,723.86	139.37 %
430-7072-592000	Contingent Expenses	230,000.00	230,000.00	0.00	0.00	230,000.00	0.00 %
430-7072-592002	Pay to Capital Reserve	338,533.00	338,533.00	0.00	0.00	338,533.00	0.00 %
	Department : 7072 - Solid Waste Total:	**2,275,000.00**	**2,275,000.00**	**30,208.52**	**1,188,117.67**	**1,086,882.33**	**52.22%**
	Fund: 430 - SOLID WASTE Surplus (Deficit):	**0.00**	**0.00**	**172,935.71**	**662,089.89**	**662,089.89**	**0.00%**
	Report Surplus (Deficit):	**0.00**	**0.00**	**391,605.25**	**679,475.57**	**679,475.57**	**0.00%**

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
	18,945,618.00	18,945,618.00	368,222.74	8,277,961.93	-10,667,656.07	43.69%
1011 - City Commission	205,222.00	205,222.00	17,396.45	165,749.84	39,472.16	80.77%
1012 - City Mgr / City Clerk / HR	453,147.00	453,147.00	44,550.78	466,786.38	-13,639.38	103.01%
1020 - General Government	2,777,523.00	2,777,523.00	10,153.39	747,297.67	2,030,225.33	26.91%
1031 - Finance Department	413,041.00	413,041.00	18,735.36	241,595.06	171,445.94	58.49%
1075 - Planning and Zoning	421,440.00	421,440.00	23,484.95	333,470.25	87,969.75	79.13%
1079 - Code Enforcement	234,043.00	234,043.00	9,028.60	116,841.00	117,202.00	49.92%
4040 - Police Department	2,903,219.00	2,903,219.00	162,895.53	1,869,005.96	1,034,213.04	64.38%
4074 - Animal Control	171,357.00	171,357.00	7,849.03	122,262.01	49,094.99	71.35%
5050 - Fire Department	2,553,969.00	2,553,969.00	91,364.81	739,785.99	1,814,183.01	28.97%
6060 - Library	386,749.00	386,749.00	25,217.46	263,124.40	123,624.60	68.03%
7070 - Public Works Administration	570,186.00	570,186.00	34,182.64	396,384.61	173,801.39	69.52%
7071 - Central Garage	206,125.00	206,125.00	16,702.73	205,959.69	165.31	99.92%
7073 - Streets & Sidewalks	1,439,989.00	1,439,989.00	49,699.52	642,695.36	797,293.64	44.63%
7074 - FDOT Projects	3,079,000.00	3,079,000.00	0.00	44,865.70	3,034,134.30	1.46%
7075 - Community Landscaping Improvements	0.00	0.00	0.00	3,300.00	-3,300.00	0.00%
7076 - Mosquito Control	310,665.00	310,665.00	7,516.40	200,280.61	110,384.39	64.47%
7077 - Stormwater Projects	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00%
7078 - Street Lighting	100,000.00	100,000.00	0.00	18,865.10	81,134.90	18.87%
8080 - Rec. - Admin. & Parks	612,322.00	612,322.00	39,452.44	429,209.33	183,112.67	70.10%
8081 - Rec. - Buildings & Structures	45,220.00	45,220.00	14,773.70	30,203.15	15,016.85	66.79%
8082 - Sugarland Sports Complex	393,312.00	393,312.00	17,853.77	355,657.65	37,654.35	90.43%
8083 - C. S. Mott Pool & Splash Pad	315,510.00	315,510.00	38,276.62	97,649.87	217,860.13	30.95%
8084 - John Boy Auditorium	67,398.00	67,398.00	450.09	25,855.87	41,542.13	38.36%
8086 - Rec. - Golf Course	1,236,181.00	1,236,181.00	85,347.25	957,376.52	278,804.48	77.45%
Fund: 001 - GENERAL FUND Surplus (Deficit):	**0.00**	**0.00**	**-346,708.78**	**-196,260.09**	**-196,260.09**	**0.00%**

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 410 - ELECTRIC FUND						
	15,283,876.00	15,283,876.00	1,294,911.53	8,425,429.22	-6,858,446.78	55.13%
2009 - Electric Transmission	25,000.00	25,000.00	0.00	2,474.25	22,525.75	9.90%
2010 - Electric Distribution	2,340,090.00	2,340,090.00	143,508.17	1,226,510.10	1,113,579.90	52.41%
2015 - Purchasing / Warehouse	83,547.00	83,547.00	6,908.51	74,626.42	8,920.58	89.32%
2025 - Electric Meter Reading	98,062.00	98,062.00	5,131.04	114,292.30	-16,230.30	116.55%
2030 - Customer Records	9,845,207.00	9,845,207.00	830,627.43	7,256,891.27	2,588,315.73	73.71%
2045 - Miscellaneous Expenses	2,891,970.00	2,891,970.00	0.00	1,181,545.40	1,710,424.60	40.86%
Fund: 410 - ELECTRIC FUND Surplus (Deficit):	**0.00**	**0.00**	**308,736.38**	**-1,430,910.52**	**-1,430,910.52**	**0.00%**

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 420 - WATER/SEWER FUND						
	13,248,775.00	13,248,775.00	509,302.43	4,920,366.17	-8,328,408.83	37.14%
3005 - Water Treatment Plant	2,819,470.00	2,819,470.00	43,834.76	769,486.68	2,049,983.32	27.29%
3010 - Trans / Distribution	6,574,050.00	6,574,050.00	57,033.09	535,582.84	6,038,467.16	8.15%
3012 - Airglades Water Main Extension	0.00	0.00	0.00	26,394.80	-26,394.80	0.00%
3025 - Water Meter Reading	107,982.00	107,982.00	4,505.69	61,802.01	46,179.99	57.23%
3042 - Water / Sewer Administ.	402,503.00	402,503.00	15,144.20	307,709.09	94,793.91	76.45%
3052 - Sewer Treatment Plant	1,254,036.00	1,254,036.00	106,158.46	1,200,547.39	53,488.61	95.73%
3062 - Sewer Trans / Collection	610,000.00	610,000.00	25,984.29	244,634.23	365,365.77	40.10%
3063 - N. Sewer Project	61,890.00	61,890.00	0.00	61,879.46	10.54	99.98%
3066 - Inflow & Infiltration	1,330,000.00	1,330,000.00	0.00	22,111.98	1,307,888.02	1.66%
3080 - Debt Service	88,844.00	88,844.00	0.00	45,661.40	43,182.60	51.40%
Fund: 420 - WATER/SEWER FUND Surplus (Deficit):	**0.00**	**0.00**	**256,641.94**	**1,644,556.29**	**1,644,556.29**	**0.00%**

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 430 - SOLID WASTE						
	2,275,000.00	2,275,000.00	203,144.23	1,844,080.10	-430,919.90	81.06%
3042 - Water / Sewer Administ.	0.00	0.00	0.00	-6,127.46	6,127.46	0.00%
7072 - Solid Waste	2,275,000.00	2,275,000.00	30,208.52	1,188,117.67	1,086,882.33	52.22%
Fund: 430 - SOLID WASTE Surplus (Deficit):	**0.00**	**0.00**	**172,935.71**	**662,089.89**	**662,089.89**	**0.00%**
Report Surplus (Deficit):	**0.00**	**0.00**	**391,605.25**	**679,475.57**	**679,475.57**	**0.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	-346,708.78	-196,260.09	-196,260.09
410 - ELECTRIC FUND	0.00	0.00	308,736.38	-1,430,910.52	-1,430,910.52
420 - WATER/SEWER FUND	0.00	0.00	256,641.94	1,644,556.29	1,644,556.29
430 - SOLID WASTE	0.00	0.00	172,935.71	662,089.89	662,089.89
Report Surplus (Deficit):	**0.00**	**0.00**	**391,605.25**	**679,475.57**	**679,475.57**

Clewiston Golf Course Monthly Report June 2026

- Fiscal Year 2024-2025 through June we did 13,158 rounds of golf. Fiscal Year 2025-2026 through June we've done 13,055 rounds of golf. The golf course is down 103 rounds this fiscal year through June 2026. We did 15,873 total rounds in 2024-2025.
- Clewiston Golf Course Junior Golf Camp took place June 15-19, 2026. 43 kids attended golf camp. Junior Golf Camp #2 has been scheduled and advertised for July 27-31, 2026.
- 2026 Clewiston Boys and Girls Junior Golf Championship is July 18, 2026

June 2026 Library FYI

- Library staff provided ready reference/computer assistance, circulation activities, and patron programming to 2,503 patrons this month.

- **Highlighted Programs this month:**

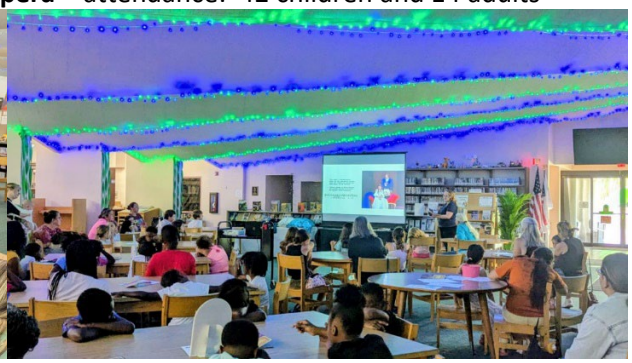
  - **Summer Reading Program, "Unearth a Story," began on June 10th and runs through July 29th.**
    - Programs are held on Wednesday mornings at 10 a.m.
      - Presenters/Presentations for the month of June were:

Shark Teeth and Fossils Workshop – attendance: 117 children and 40 adults





Family Storytime with the Palm Beach Opera – attendance: 42 children and 14 adults

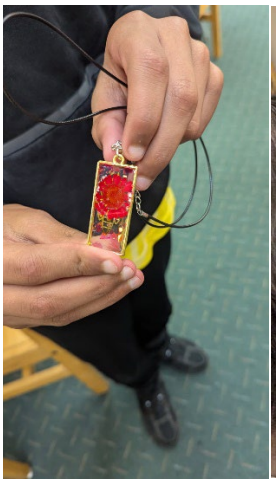



And

Archaeology w/FPAN – attendance: 86 children and 25 adults

  - Additional programs this month included:
    - **Monday Movie Madness** which was held every other Monday. Participants enjoyed a movie with freshly popped popcorn.

- **UV Resin Workshop and Diamond Painting "Drop-In Crafts-** attendance: 24 children and 9 adults. Participants enjoyed making their own jewelry and ornaments from fresh flowers and more. They learned all about UV Resin and how it works to turn from a liquid to a solid.





- **Ukelele Building –** attendance: 29 children and 8 adults. Participants learned all about ukelele's and how to make one from scratch.



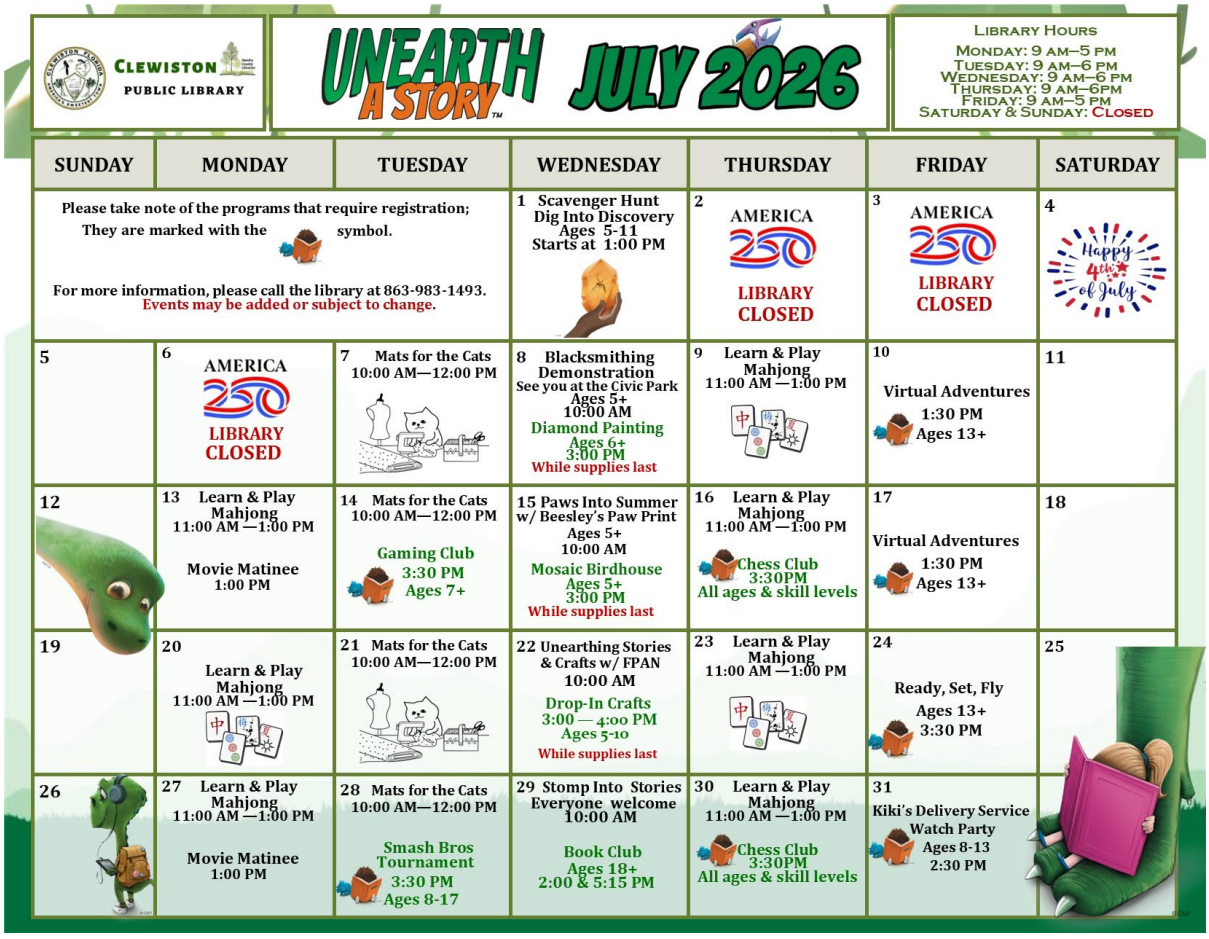

- **Mahjong Club continues each week-**Be sure to stop in at the library on Mondays and Thursdays from 11 a.m. to 1 p.m. to learn how to play along.
  - If you are interested in participating, yet the timeframe is a hindrance, the Library is seeking your feedback!! Once we receive your comments and suggestions, the club is willing to offer an additional session later in the day or simply change their current schedule. Be sure to let us know what works best for you!
  - Met 13 times this month with a total of 52 participants



- **Adult Sewing Club-Mats for the Cats**
  - Meets every Tuesday from 10:00 am to Noon in order to sew mats (crate inserts) for the adorable felines at the Clewiston Animal Shelter. Each mat is created from donated materials (bedspreads, blankets, etc.) Stop in to contribute to this great cause, learn basic sewing skills all while socializing with friends.

- As SUMMER Continues, the Library is the place to be!!!!!!!!!!!!! Be sure to check out our calendar and get in on the action at the Clewiston Public Library!
  - **IMPORTANT……please be sure to check if the activity you and/or your child is interested in joining has a small, themed icon/symbol next to it. If so, these programs must be registered for due to limitations on quantity. To register simply give us a call or stop by the library and we'll be sure to add you/them to the list. Thank you for your understanding.**

    For example, you'll see for the month of July, the symbol is a child reading a book.



Parks and Recreation Department Activity in June 2026

John Boy

- US Sugar Employee Luncheon
- Sweet 15
- Wedding
- Wedding Anniversary
- US Sugar Event

Beardsley Room

- Paint Nite
- Miss Latina Interest Meeting

Youth Center

- Taekwondo Classes- Monday & Wednesday & Friday
- Chair Yoga- Monday through Friday
- Party
- Ukulele Class
- AYSO Coaches/Board Members Meeting
- Summer Camp – averaging 40 kids a week, field trip to iFLY 06/18/2026

Pool-

- Party (6)
- HCSO Water Day

Parks & Pavilions-

- 9 Events in the month of June

Sports Complex-

- Clewiston Little League Tournaments (6)

CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
07/06/2026 10:44:12

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD26CAD012831	06/29/2026 11:19:15	BUSY-LUNCH BREAK	410 W ARROYO AVE	S80 Z	
PUnit: AC1 ORINA H					
CLPD26CAD012829	06/29/2026 10:47:37	ANIMAL COMPLAINT	428 E VENTURA AVE	S35 Z	
PUnit: AC1 ORINA H					
CLPD26CAD012627	06/26/2026 11:19:58	BUSY-LUNCH BREAK	410 W ARROYO AVE	S80 Z	
PUnit: AC1 ORINA H					
CLPD26CAD012621	06/26/2026 9:22:57	ANIMAL COMPLAINT	102 W EL PASO AVE	S35 Z	
PUnit: AC1 ORINA H					
CLPD26CAD012572	06/25/2026 15:42:56	ACO-PATROL-CITY	102 W EL PASO AVE	S35 Z 42	
PUnit: AC1 ORINA H					
CLPD26CAD012564	06/25/2026 11:21:12	BUSY-LUNCH BREAK	410 W ARROYO AVE	S80 Z	
PUnit: AC1 ORINA H					
CLPD26CAD012492	06/24/2026 8:01:29	ANIMAL COMPLAINT	HOOVER DIKE RD	S35 S	
PUnit: AC1 ORINA H					
CLPD26CAD012472	06/24/2026 6:22:52	ANIMAL COMPLAINT	1501 S FRANCISCO ST	S35 Z	
PUnit: AC1 ORINA H	BUnit1: A20				
CLPD26CAD012434	06/23/2026 13:30:17	ANIMAL COMPLAINT	330 E ALVERDEZ AVE	S35 Z	
PUnit: AC1 ORINA H					
CLPD26CAD012433	06/23/2026 13:15:05	ANIMAL COMPLAINT	220 E ARCADE AVE	S35 Z	
PUnit: AC1 ORINA H					
CLPD26CAD012428	06/23/2026 11:26:56	BUSY-LUNCH BREAK	410 W ARROYO AVE	S80 Z	
PUnit: AC1 ORINA H					
CLPD26CAD012090	06/18/2026 10:23:23	ANIMAL COMPLAINT	218 E ARCADE AVE	S35 Z	
PUnit: AC1 ORINA H					
CLPD26CAD012087	06/18/2026 9:31:29	ANIMAL CONTROL CALL	500 W SAGAMORE AVE ER	S35 G	
PUnit: AC1 ORINA H					
CLPD26CAD012020	06/17/2026 12:51:21	ANIMAL COMPLAINT	218 E ARCADE AVE	S35 Z	
PUnit: AC1 ORINA H					
CLPD26CAD011949	06/16/2026 15:58:29	ACO-PATROL-CITY	220 E ARCADE AVE	S35 Z 42	
PUnit: AC1 ORINA H					

Total Records: 33

CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
07/06/2026 10:44:12

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD26CAD011941 PUnit: AC1 ORINA H	06/16/2026 11:28:35	BUSY-LUNCH BREAK	410 W ARROYO AVE	S80 Z	
CLPD26CAD011939 PUnit: AC1 ORINA H	06/16/2026 10:12:33	ANIMAL COMPLAINT	220 E ARCADE AVE	S35 G	
CLPD26CAD011867 PUnit: AC1 ORINA H	06/15/2026 13:12:25	ANIMAL COMPLAINT	330 E ALVERDEZ AVE	S35 Z	
CLPD26CAD011859 PUnit: AC1 ORINA H	06/15/2026 11:52:06	BUSY-LUNCH BREAK	410 W ARROYO AVE	S80 Z	
CLPD26CAD011855 PUnit: AC1 ORINA H	06/15/2026 11:18:48	ANIMAL COMPLAINT	516 W EL PASO AVE	S35 Z	
CLPD26CAD011665 PUnit: AC1 ORINA H	06/12/2026 13:55:22	ANIMAL COMPLAINT	516 W EL PASO AVE	S35 Z	
CLPD26CAD011658 PUnit: AC1 ORINA H	06/12/2026 11:08:17	BUSY-LUNCH BREAK	410 W ARROYO AVE	S80 Z	
CLPD26CAD011597 PUnit: AC1 ORINA H	06/11/2026 14:48:30	ANIMAL CONTROL CALL	330 E ALVERDEZ AVE	S35 Z	
CLPD26CAD011593 PUnit: AC1 ORINA H	06/11/2026 13:03:34	ANIMAL COMPLAINT	202 W SUGARLAND HWY	S35 Z	
CLPD26CAD011588 PUnit: AC1 ORINA H	06/11/2026 11:17:41	BUSY-LUNCH BREAK	410 W ARROYO AVE	S80 Z	
CLPD26CAD011577 PUnit: AC1 ORINA H	06/11/2026 7:43:17	ACO-TRANSPORT	10403 SOUTHERN BLVD	S35T Z 0	
CLPD26CAD011433 PUnit: AC1 ORINA H	06/09/2026 13:16:23	ANIMAL COMPLAINT	718 POINCIANA ST	S35 Z	
CLPD26CAD011425 PUnit: AC1 ORINA H	06/09/2026 9:53:40	ANIMAL COMPLAINT	718 POINCIANA ST	S35 Z	
CLPD26CAD011101 PUnit: AC1 ORINA H	06/05/2026 11:05:05	BUSY-LUNCH BREAK	410 W ARROYO AVE	S80 Z	
CLPD26CAD011091	06/05/2026 8:47:25	ANIMAL COMPLAINT	S SAN GABRIEL ST	S35 K	

Total Records: 33

CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
07/06/2026 10:44:13

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
PUnit: AC1 ORINA H					
CLPD26CAD011033	06/04/2026 11:14:18	BUSY-LUNCH BREAK	410 W ARROYO AVE	S80 Z	
PUnit: AC1 ORINA H					
CLPD26CAD011017	06/04/2026 7:17:37	ACO-TRANSPORT	10403 SOUTHERN BLVD	S35T Z 0	
PUnit: AC1 ORINA H					
CLPD26CAD010962	06/03/2026 12:08:23	ANIMAL COMPLAINT	1044 W VENTURA AVE	S35 G	
PUnit: AC1 ORINA H					

Total Records: 33

CLEWISTON POLICE DEPARTMENT
CHIEF OF POLICE TICO SALGADO
Incident Complaint Type
Date Range between 5/1/2026 and 5/31/2026

Complaint Type	CPD		
911-VERIFICATION	**10**	ABANDON VEHICLE	**1**
ACCIDENT	**19**	ACCIDENT-HIT&RUN	**3**
ALARM	**15**	ASSAULT	**2**
ASSIST OTHER AGENCY	**21**	BAKER ACT/MARCHMAN	**5**
BATTERY	**1**	BRUSH FIRE	**1**
BURGLARY	**1**	CITIZEN ASSIST	**52**
CRIM MISC/VANDALISM	**4**	DEAD PERSON	**1**
DISTURBANCE	**24**	DOMESTIC DISTURBANCE	**3**
ESCORT:OTHER	**34**	ESCORT-FUNERAL	**3**
EXTRA PATROL - RESD	**192**	EXTRA PATROL- BUSN	**922**
FIGHT	**3**	FIREARMS COMPL	**1**
FOLLOW UP	**38**	FORG/FRAUD	**2**
HARRASS PX :	**2**	HAZMAT	**1**
ILLEGAL DUMPING	**1**	INFORMATION	**37**
JUV SITUATION	**6**	LEGAL ADVICE	**4**
LEWD/LASCV BEHAVIOR	**1**	LOST/FOUND PROPERTY	**6**
MENTALLY ILL PERSON	**1**	NOISE COMPLAINT	**8**
OBSTRUCTION ON HWY	**4**	PARKING VIOLATION	**4**

RECKLESS DRIVER	**8**	REPOSESSION/TOW AWAY	**2**
SEXUAL CRIME	**2**	SHOPLIFTING THEFT	**3**
SICK PERSON	**17**	SMOKE	**1**
SPECIAL DETAIL	**11**	SUSP INCIDENT	**9**
SUSPICIOUS PERSON	**15**	SUSPICIOUS VEHICLE	**32**
THEFT	**5**	TRAFFIC PROBLEM	**5**
TRAFFIC STOP	**353**	TRESPASSING	**10**
UNKNOW TYPE COMPL	**1**	UNWANTED GUEST	**5**
UTILITIES - ELECTRIC	**6**	UTILITIES - WATER	**21**
VEHICLE FIRE	**1**	VERIFY VIN	**4**
VIOL CITY ORDIN	**5**	WARRANT	**3**
WATCH ORDER	**113**	WELFARE CHECK/NOTIFY	**15**
Total	**2,127**		

Animals Inducted by Date and Species

Criteria:

Enter from date: 06/01/2026
Enter to date: 06/30/2026

Cat

Code	Name	Type	Brought In	By	Owner	Time On Shelter
S2026033	Sampson	S (Stray Cat)	06/05/2026			1 week.
S2026036	Harry	S (Stray Cat)	06/08/2026			1 week.
S2026035	Jack	S (Stray Cat)	06/08/2026			1 week.
S2026037	Lana	S (Stray Cat)	06/08/2026			1 week.
S2026034	Kane	S (Stray Cat)	06/08/2026			3 weeks.
S2026038	Scary	S (Stray Cat)	06/09/2026			3 weeks.
S2026040	Sunny	S (Stray Cat)	06/11/2026			5 days.
S2026041	Cheesel	S (Stray Cat)	06/11/2026			5 days.
S2026039	Hazelnut	S (Stray Cat)	06/11/2026			5 days.
S2026043	Nala	S (Stray Cat)	06/11/2026			5 days.
S2026042	Pebbles	S (Stray Cat)	06/11/2026			5 days.
S2026044	Nico	S (Stray Cat)	06/11/2026			2 weeks.
S2026045	Zemo	S (Stray Cat)	06/15/2026			1 day.
S2026047	McTavish	S (Stray Cat)	06/26/2026			5 days.
S2026048	Fred	S (Stray Cat)	06/26/2026			5 days.
S2026046	Tanner	S (Stray Cat)	06/26/2026			5 days.
S2026051	S2026051 TNR	S (Stray Cat)	06/29/2026			1 day.
S2026050	Dexter	S (Stray Cat)	06/29/2026			2 days.

Code	Name	Type	Brought In	By	Owner	Time On Shelter
S2026052	S2026052 TNR	S (Stray Cat)	06/29/2026			2 days.
S2026049	Midnight	S (Stray Cat)	06/29/2026			1 day.
S2026054	Blazer	S (Stray Cat)	06/29/2026			2 days.
S2026053	S2026053 TNR	S (Stray Cat)	06/30/2026			0 days.

Total Cat: 22

Total animals: 22

Report: **Auditing -> Animals Inducted by Date and Species**
Generated by Animal Shelter Manager 52u [Mon Jun 22 12:59:33 UTC 2026] at Clewiston Animal Services on 07/01/2026 by horina

CLEWISTON POLICE DEPARTMENT
CHIEF OF POLICE TICO SALGADO

Incident Complaint Type
Date Range between 6/1/2026 and 6/30/2026

Complaint Type	
UTILITIES - ELECTRIC	**52**
UTILITIES - WATER	**42**
Total	**94**

UTILITIES MONTHLY ACTIVITY REPORT FOR JUNE 2026

ELECTRIC DEPARTMENT

Kwh purchased	10,237,384	Month of JUNE
Kwh sold	9,814,573	
Total Electric Meters	4,601	

OUTAGES	Total Minutes out	# of Customers out of service	# of outages	avg length of outage	
	256	623	4	64	minutes
Street Light repairs	4				
Voltage checks	5				

WATER DEPARTMENT

	Clewiston	South Shore	Total Plant Production	
Gallons sold	32,094	17,463	54	Million Gals
Total Water Meters	3859			
Water Breaks	6			

SEWER PLANT

Gallons Processed	0.23	Month of JUNE

OFFICE ACTIVITY

New Accounts (Move Ins)	68
Closed Accounts (Move Outs)	36
Disconnects for Nonpayment	112
Reconnects from Nonpayment	102
Meter Rereads Completed	9
All Locates	42
All Meter Changes	8
Miscellaneous	98
Trim Tree	1
Total other Work Orders completed	93
Total Work Orders Completed by all Departments	569

115 West Ventura Avenue, Clewiston, FL 33440

Agenda Item Memorandum

TO: City Commission of the City of Clewiston

FROM: Jeanie Orozco, Director of Recreation & Leisure Services

VIA: Danny Williams, City Manager

DATE: July 20, 2026

SUBJECT: Consideration of approval of the Special Event Applications

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Background:

The City of Clewiston Recreation & Leisure Services department requests the approval of Special Event application for the Cougars Football games, AYSO Soccer games, 3v3 Live Soccer Tournament and PWW/Fall Festival/Trunk or Treat events.

Attachments:

- **a.** Cougar Football games
- **b.** AYSO Soccer games
- **c.** 3v3 Live Soccer Tournament
- **d.** PWW/Fall Festival/Trunk or Treat

Recommendation:

Motion to approve the attached Special Event Applications

EVENT APPLICATION

City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

Telephone: (863) 983-1484
Fax : (863) 983-4055

INSTRUCTIONS: Applicant to submit Event Application and required fee to the City of Clewiston no less than four weeks before the event.

Date of Event: 08/15, 08/22, 09/05, 09/26 10/3, 10/17	Applicant's Name: Robbriannia Johnson	Event: Football games
Mailing Address: P.O. Box 2416	City: Clewiston	State/Zip Code: FL 33440
Telephone No. 561-449-6381	Email Address: clewistoncougars@aol.com	Fax No.
Representative to Contact: Lovely Aviles	Telephone No: 561-449-6381	
Site/Facility for Event: Sugarland park	Time Event Starts: 7:00 a.m. / p.m.	Will Street be Closed? Yes / No (No)
Estimated No. of Attendance: 50-70	Time Event Ends: a.m. / 4:30 p.m.	Beginning Time: a.m. / p.m.
		Ending Time: a.m. / p.m.

Description of Event: Football / cheer games w/ a concession stand at each game selling hotdogs, chicken, etc.

Will Food be Served?	Yes (Yes) / No	Will Alcohol be Served?*	Yes / No (No)	Are Dumpsters Needed?	Yes / No (No)
Is Electricity Needed?	Yes / No (No)	*Minimum of (2) officers required** Officers x $35/$50 =	$	Mandatory Cleaning Fee *(Determined by type of Event):*	$
Any other City Service/Equipment Needed? *If Yes, explain:*			Yes / No (No)	City Supervisors Needed?	Yes / No (No)
				Supervisors @$20 per hour =	$

The premises shall not be used for any illegal, improper, or immoral purpose. Renter will promptly and fully observe and comply with requirements, rules, laws, and ordinances of all lawfully constituted governmental authorities in any manner affecting the premises herein and hereby rented. Two weeks cancellation notice is required. Facility and/or site plan to be attached to form.

Applicant's Signature: RJohnson Date: 06/29/2026

Fees (to be completed by City representative):

Bldg/Site Rental:	Cleaning:	Security:	Supervisors:	Other:	Subtotal:	25% Deposit if applicable	TOTAL:
$	$	$	$	$	$	$	$

Remarks:

Date submitted to the City: **Date considered by City:** **Approved?**

CITY OF CLEWISTON
FINANCE DEPARTMENT
JUN 30 2026
RECEIVED

Remarks:

Revised 10/17/11

***$35 Non-Alcohol / $50 Alcohol is served. Any teen event minimum of (4) officers required.**

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 **Fax (863) 983-1430**

Plan Submittal Requirements for Special Events

Upon application for a special event permit, a site plan is required. All required distances shall be indicated on the site plan. Permits shall be obtained and all requirements completed prior to a fire inspection.

1-Temporary tents and membrane structures must comply with the individual occupancy requirements for which the tent is being used (Example: mercantile, assembly, industrial, etc.)

2-All plans must include the following general items:

- Dates and hours of the event or usage period (must be located on the site plan or the floor plan)
- "Certificate of Fire Resistance" for the structure
- "Certificate of Fire Resistance" or flame spread documentation for all draperies, curtains, decorations, stage scenery, etc.
- Provide a notarized affidavit indicating that the wiring will comply with NFPA 70 and the name and license number of the electrician installing any electrical wiring in the tent.

3-All plans must include a separate FLOOR PLAN showing all, but not limited to, the following items:

- Locations of required number of exits, and exit capacity (width) based on occupant loads calculated by square footage.
- Dimensions of required aisles and seating row widths shall be accordance with the provisions of aisles and shall not be less than 44 inches in width. Seating row widths shall not be less than 12 inches. Rows shall be increased by 0.3 inch for every additional seat beyond 14, but the width need not be more than 22 inches. When more than 200 loose seats or folding chairs are used they shall be bonded together in groups of three or more.
- Locations of battery back-up exit signs. Exception: Non-illuminated exit signs may be used for events held during daylight hours only.
- Locations of emergency lighting fixtures. Exception: Emergency lighting can be omitted for events held during daylight hours only.
- Seating arrangements for table and chairs with distances between tables (if seating arrangements are provided).
- Location of bleacher/grandstand and their details (if bleachers are provided).

- Stage plan (including mobile stages) and location of egress points, including stair details, ramp details, handrail and guardrail details, etc. (if stage is provided).
- Location of fire extinguishers (1 for each 400 sq.ft. up to 1200 sq.ft., then one for each 1000 sq.ft. thereafter).
- Location of "NO SMOKING" signs

4-All plans must include a separate SITE PLAN including the following:

- Location of the tent in relation to all buildings or structures, roads, parking areas, storage containers, etc. (Minimum 20' separation required).
- Location of generator if applicable (minimum 20' from tent).
- Fire extinguishers are to have a minimum rating of 2A:10BC and be permanently mounted on a support member.

5-All plans submitted for SPARKLER SALES must also include the following:

- State sparkler certificate.
- Copy of state ID of applicant.

6-All cooking operations under a tent or membrane structure must comply with NFPA 1, chapter 50.

- Open or Exposed Flame– Open Flame or other devices emitting flame, fire or heat or any flammable or combustible liquid, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent, canopy or membrane structures while open to the public unless approved by the fire department official.
- If approved by fire department official, cooking and heating equipment shall be vented to the outside air by approved means. Cooking and heating equipment shall not be located within 10 feet of an exit or combustible material. Outdoor cooking that produces sparks or grease-laden vapors shall be at least 20 feet from tents, canopies, and membrane structures. The warming of previously prepared food is not considered to be cooking and is exempt from these requirements.
- **Class K Portable Fire Extinguishers** - Concession stands or vendors with cooking operations that include deep fat fryers shall provide a Class K wet chemical extinguisher. A minimum 2A:10BC fire extinguisher shall also be provided.

7- All Generators and power sources- Generators and other internal combustion power sources shall be separated from tents, canopies, and temporary membrane structures by a minimum of 20 feet.

8-Fire Watch-

- All temporary assembly tents with an occupant load of greater than 300 may be required to provide Fire Watch for the duration of the event.
- All permits will be reviewed and may require a fire watch based on information from application and site visit, if appropriate.

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 **Fax (863) 983-1430**

GENERAL INFORMATION SHEET
REGARDING SPECIAL EVENTS, CARNIVALS AND FAIRS

Special Event: An event whether indoors or outdoors, that is held on public property or streets, non-profit organization property or non-residential private property that can reasonably be expected to cause a public gathering that is not part of the normal course of business at the location.

Carnival: A mobile enterprise principally devoted to offering amusement or entertainment to the public in, upon or by means of portable amusement rides or devices or temporary structures in any number or combination, whether or not associated with other structures or forms of public attraction.

Fair: An enterprise principally devoted to the exhibition of products of agriculture or industry in connection with the operation of amusement rides or devices, or concession booths.

• A permit is required from the Fire Department to conduct a carnival or fair. ***NFPA 1: 1.12***

• A permit is required from the Fire Department for all tents over 200 square feet or canopies over 400 square feet in size, which are used on the premises. ***NFPA 1: 1.12***

• A permit is required from the Fire Department to conduct a parade. ***NFPA 1: 1.12***

• Tents and canopies described above are to be in compliance with ***NFPA 1, Chapter 25.***

• Size and location of the carnival or fair may require fire apparatus access roads. ***NFPA 1: 10.16.2***

• Fire extinguishers shall have a minimum rating of 2-A:10-B:C. Maximum travel distance to a portable fire extinguisher shall not exceed 75 feet. All fire extinguishers shall be serviced and tagged according to the State Fire Code. ***NFPA 1: 10.16.5 & 10.16.10.4***

• Electrical equipment and installation shall comply with the Electrical Code, and subject to approval by the Building Department. ***NFPA 1: 10.16.7***

• Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of amusement rides or devices. ***NFPA 1: 10.16.8***

• A "K" rated dry chemical fire extinguisher shall be provided where deep-fat fryers are used. ***NFPA 1: 13.6.6.7.1***

• Internal combustion power sources shall have fuel tanks of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the ride is not in use. ***NFPA 1: 10.16.10.1 & 10.16.10.2***

• Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. A minimum of one fire extinguisher with a rating of not less than 2-A:10-B:C shall be provided. ***NFPA 1: 10.16.10.3 & 10.16.10.4*** (This is in addition to the normally required fire extinguishers.)

• For reviewing stands, grandstands, bleachers and folding and telescoping seating see ***NFPA 1, Chapter 25.***

The items listed are general information only. Codes are subject to change. Additional requirements may apply.

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 **Fax (863) 983-1430**

FIRE SAFETY PERMIT APPLICATION

A Fire Safety Permit is required for any gathering that takes place on public or private property, an event whether indoors or outdoors, that is held on public property or streets, non-profit organization property or non-residential private property that can reasonably be expected to cause a public gathering that is not part of the normal course of business at the location.

The Fire Safety permit application form must be completed and submitted not less than thirty (30) days in advance of the event.

REQUIREMENTS:

1. Completed application and non-refundable permit fee of $50.00.

2. Site plan of the event showing all temporary installations in relation to the surroundings. The site plan must show a detailed diagram of the event including the location of concession booths, portable toilets, dumpsters, public, emergency and accessible routes, parking, banners and signs, location of tents, stages, entertainment and orientation of loudspeakers, locations for electricity and water, and other relevant information.

3. If your event includes construction, electrical, plumbing or mechanical work, then the work must receive a final inspection prior to the commencement of the event. If the inspection must be completed after 3:00 p.m. Monday through Friday, over a weekend, or on a National Holiday, then the cost of each inspection will be $60.00 per hour per inspector (minimum 2 hours, if available). Please note that the specific contractor for the applicable inspection must be on-site at time of inspection. If not, the inspection will be cancelled.

The person or designee in charge of the event must be present at the event and remain at the location for the entire duration of the event.

FIRE SAFETY PERMIT APPLICATION

Title of Event: Clewiston Cougars Football & Cheer Home Games

Date(s) of Event: 08/15, 08/22, 9/5, 9/26, 10/3, 10/17/26 Estimated Attendance: 50-70 per day

Times of Event: 07AM to 4:30pm Set-up: 7:00AM Breakdown: 4:00PM

Event Location: Sugarland Park Soccer Fields (high school area)

(Attach Site Diagram: Set-up sketch, staging items, food vendors, parking area, security, etc.)

SPECIFIC TYPE OF EVENT (Check all that apply):

☑ Athletic Event	☐ Business Event	☐ Celebrations	☑ Community Event
☐ Concert/Band	☐ Fair/Carnival	☐ Fireworks	☑ Fundraiser
☐ Grand Opening	☐ Parade	☐ Political Event	☐ Place of Worship
☐ Wedding	☐ Other _____		

Description of Event: Football/cheer games with a concession stand selling chicken wings, hamburgers, hotdogs, etc.

Will Vendors be cooking or heating food? (Please read fire watch requirements for cooking.)

☑ Gas ☐ Electric ☐ Charcoal ☐ Other: _____

Will any of the following event staging items be used?

☐ Canopy(ies)	Quantity: N/A	Sizes(s) LxWxH:
☐ Stage(s)	Quantity:	Sizes(s) LxWxH:
☐ Tent(s)	Quantity:	Sizes(s) LxWxH:

Please attach:

1) **Structural information, anchoring details, flame certificates, etc.**
2) **A floor plan including seating arrangements, locations of means of egress, extinguishers and exit signs.**

Producing Organization/Entity: Clewiston Cougars Football & Cheer

Contact Name: Lovely Aviles

Phone: 561-449-4381 Emergency contact: Lovely Aviles

(Please include a letter of permission from the property management/owner for this event if the applicant is not the responsible entity for the property at the location this event is scheduled. Events taking place on city or county property may require permission from the City Commission.)

APPLICANT INFORMATION:

Name (Please Print): RaQuonnia Johnson Signature: RJohnson

Mailing Address: P.O. Box 2416 Clewiston FL 33440

Phone: Cell: 863-253-4628

Email: clewiscougars@aol.com

SPECIAL EVENT PERMIT
HOLD HARMLESS AGREEMENT

I/We the undersigned, being of lawful age, by affixing my/our signatures hereto, do hereby agree to indemnify and to hold harmless the City of Clewiston, its officers, employees, elected officials and agents, from and against any and all liability claims, actions, causes of action, demands, rights, damages, cost, loss of service, expenses, and compensation for all negligence whether active or passive arising out of or in any way connected or related to Clewiston Cougars Football & Cheer games to be held on 08/15/26, 08/22/26, 9/5/26, 9/26/26, 10/3/26, 10/17/26

(Name of Event) *(Date of Event)*

Clewiston Cougars Football & Cheer
Name of sponsoring Individual(s) or Organization/Group

P.O. Box 2416 Clewiston, FL 33440
Address

561-449-6381 Phone No. (include Area Code)

ClewistonCougars@aol.com Email Address

I understand by affixing my signature to this release, that I do assume all risks and waive defendant's negligence, including a release of heirs.

Furthermore, the undersigned hereby acknowledges receipt of the Special Event Permit Application and willingness to adhere to its provisions.

AUTHORIZED REPRESENTATIVE

(To be completed by individuals representing an Organization or Group)

I, Robbiannia Johnson, warrant that I have authority to bind Clewiston Cougars Football & Cheer to this Hold Harmless Agreement and by my signature hereon do so bind this individual/organization. By executing this waiver as an authorized representative you are hereby binding all of your organization/group's individuals participating in this event to this waiver and hereby assume responsibility for these individuals.

(Name of individual) *(Name of Organization/Group)*

RJohnson
Signature

06/29/2026
Date

Signature

Date

For Minors: (required for participants under the age of 18 at the time of the event)

This is to certify that I, as parent or legal guardian, have legal responsibility for this participant. I have read and understand the significance of this waiver and release and do consent and agree to his/her waiver, release and assumption of the risk as provided above.

Robbiannia Johnson
(Print Name of Parent/Legal Guardian)

RJohnson
Signature

06/29/2026
Date

CITY OF CLEWISTON PARKS & RECREATION DEPARTMENT

SUGARLAND PARK FIELD RESERVATION

League/Organization Information (Please print all information)

Organization Name	Address	City/State/Zip
Clewiston Cougars Football & Cheer	P.O. Box 2416	Clewiston FL 33440

Contact Person	Phone Number	Fax Number
Robbrianna Johnson	863-233-4628	N/A

Description of Facility	Date / Time
Fields at sugarland park for football/cheer season	* set schedule * *Attach schedule, if available

Fees (ALL payments are due at time of booking. Make check payable to the City of Clewiston) ***Rental fee can be waived for local non-profits (501c3) only by the City Commission**		
	***Rental** - $1,000 for season	$ 1000
	$500 Security Deposit	$ 500
	TOTAL	$ 1500
	Requesting fees to be waived by City Commission? (Yes or No)	yes

Team Insurance: ☑ Yes ☐ No Attach copy of Certificate of Insurance to this form.

All field use is by permit only unless an exception is made by the Director of Recreation & Leisure Services. Coaches are responsible for leaving fields, dugouts, and spectators' areas clean. Extra field maintenance for any play, tournament, or special event is considered a "billable" event. It is the responsibility of the user group to maintain a clean and safe concession. The Director of Recreation & Leisure Services is to be notified of all accidents/incidents requiring medical attention. Athletic fields can be used only when field conditions are deemed safe and when use will not create conditions which may cause damage to the fields. If field conditions change during the permit period, the Director of Recreation & Leisure Services reserves the right to close the fields. Security deposit is fully refundable upon cancellation or no damage to the fields.

AGREEMENT OF UNDERSTANDING

I understand the rules and policies of the City of Clewiston and agree to abide by the stated guidelines. I understand any non-compliance may result in the revocation of existing permits, the loss of permits in the future, and loss of security deposit. I also understand non-compliance may result in the revocation of field privileges and/or a fee assessment for damages.

R Johnson
Signature of Organization Representative

Clewiston Cougars Football & Cheer
Organization

06/29/2026
Date

Director of Recreation & Leisure Services

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

Revised December 2025

CITY OF CLEWISTON PARKS & RECREATION DEPARTMENT

SUGARLAND PARK FIELD RESERVATION

Field Playability, Rules and Regulations

The Park Personnel will decide if the field is playable. This person will use common sense and good judgment in the decision to play. The soil must be firm and free of obstacles that could cause personal injury or field damage before play begins. Water can be broom-dried to remove puddles from infield to expedite play.

- All persons, if given permission to use a field, will abide by all and any directives from the City of Clewiston & Parks and Recreation Personnel.
- All teams and individuals given permission to use a field assume all responsibilities in regards to injury and/or accident and all liabilities, as per insurance requirements listed on Page 1 & 3.
- Permits must be kept with team while using field at all times.
- Teams and individuals given permission to use a field must use the field assigned.
- No exchanging of field permits with another team or individual is allowed.

Rain-outs Rescheduling Procedures

If you are rained out on a given night, you must contact Parks & Recreation Department within 24 hours or the next business day in order to receive a rain-date. A failure to contact this office within the allotted time will result in forfeiture of the rain-date. Rain dates will be scheduled on the same day of the week and the same time period, as your regularly scheduled play dates, unless a mutually agreed upon time and date is reserved. It will be added to your schedules accordingly. All attempts to schedule your rain-date for the earliest possible time will be made.

Parking

All parking must be in designated areas. No vehicles are permitted to park on grassy areas, behind backstops or along the side of fields. Any vehicle parked illegally will be tagged and/or towed at the discretion of the City Police Department.

By signing below, I agree to comply with the above stated rules and regulations concerning the use of the Ball Park Fields.

Signature: R Johnson Date: 06/29/2026

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

Revised December 2025

CITY OF CLEWISTON PARKS & RECREATION DEPARTMENT

SUGARLAND PARK FIELD RESERVATION

HOLD HARMLESS AGREEMENT

(Please type or print)

BETWEEN THE CITY OF CLEWISTON, FLORIDA AND Clewiston Cougars Football Cheer
(Applicant)

WITNESSETH:

1. In consideration of permission to use the public facility described below on the 29th day of, June 2026, the application does hereby covenant and agree to save and hold the City of Clewiston, its agents, servants and employees harmless from any and all liabilities of costs arising out of the described premises by the applicant, the applicant's invitees or other persons.
2. The facilities will be used for the following purpose and no other Football games. Number of persons expected to attend: 50-60
3. The applicant is: (check one) _____ An Individual ✓ Non-profit Organization _____A Profit Organization _____Other (describe)_____.

If applicant is an Association or Corporation, the undersigned certifies that the execution of the HOLD HARMLESS AGREEMENT has been duly authorized.

4. The applicant acknowledges that the permission to utilize the facilities is limited to the portion of the premises herein described (if applicable) and the permission to use the facility is valid only for the activity herein described. Not withstanding the foregoing, however, this HOLD HARMLESS AGREEMENT shall be applicable to any claim asserted against the City of Clewiston or any loss incurred arising out of the applicant's activity whether or not the same extends beyond the permitted type or locale of activity or occurs on a different date out of the applicant's activity whether or not the same extends beyond the permitted type or locale of activity or occurs on a different date than specified. The applicant further HOLDS HARMLESS, the City of Clewiston and its agents, from all liability or costs arising from any interaction or contact between the applicant and other applicants/activities taking place on municipal property, or arising from adjoining private property.

5. The applicant specifically agrees that this Indemnification and Hold Harmless Agreement shall include the responsibility to provide legal defense for the City of Clewiston for any suit arising out of the applicant's use of premises, and that should the applicant or the applicant's insurance carrier fail or refuse to provide such a defense, the applicant will reimburse the City of Clewiston for any costs incurred by it for any person or organization acting on its behalf.

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

SUGARLAND PARK FIELD RESERVATION

6. The undersigned is authorized to execute this HOLD HARMLESS AGREEMENT as the binding act of the applicant.

X R Johnson 06/29/2026

Signature of Applicant Date

X _____ _____

Signature of Witness Date

If you (the applicant) are a Corporation, Association or Company carrying Insurance, please complete the information below. The applicant has furnished the Certificate of Insurance described below as an additional inducement for the permission to use of the premises.

NAME OF INSURANCE CARRIER: Keen Battle Mead & Company

CERTIFICATE NUMBER: CL2591521915

LIMITS OF LIABILITY: Property Damage $300,000

Public Liability $1,000,000

A true copy of the Certificate of Insurance is attached. NOTE: Requires $1,000,000 per loss liability insurance for Special Events, subject to review and approval by the City of Clewiston. The following additional documents form a part of the agreement:

✓ **Rental Application Forms**

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

EVENT APPLICATION

City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

Telephone: (863) 983-1484
Fax : (863) 983-4055

INSTRUCTIONS: Applicant to submit Event Application and required fee to the City of Clewiston no less than four weeks before the event.

Date of Event: 08/01/2026-11/23/26	Applicant's Name: Robbiannia Johnson	Event: AYSO Soccer Games
Mailing Address: 2205 13th St.	City: Clewiston	State/Zip Code: FL 33440
Telephone No. 863-233-4628	Email Address: Rjohnson22217@gmail.com	Fax No.
Representative to Contact: Robbiannia Johnson	Telephone No: 863-233-4628	

Site/Facility for Event: Sugarland Park	Time Event Starts: 5:00	a.m.	(p.m.)	Will Street be Closed?	Yes	(No)	
Estimated No. of Attendance: 50-70	Time Event Ends: 9:00	a.m.	(p.m.)	Beginning Time:		a.m.	p.m.
				Ending Time:		a.m.	p.m.

Description of Event: will be soccer games at sugar land park- food vendors present

Will Food be Served?	(Yes)	No	Will Alcohol be Served?*	Yes	(No)	Are Dumpsters Needed?	Yes (No)
Is Electricity Needed?	(Yes)	No	*Minimum of (2) officers required** Officers x $35/$50 =	$		Mandatory Cleaning Fee *(Determined by type of Event):*	$
~~Any other City Service/Equipment Needed?~~ ~~*If Yes, explain:*~~				~~Yes~~	(No)	~~City Supervisors Needed?~~	~~Yes~~ (No)
						~~Supervisors @$20 per hour =~~	$

The premises shall not be used for any illegal, improper, or immoral purpose. Renter will promptly and fully observe and comply with requirements, rules, laws, and ordinances of all lawfully constituted governmental authorities in any manner affecting the premises herein and hereby rented. Two weeks cancellation notice is required. Facility and/or site plan to be attached to form.

Applicant's Signature: Rjohnson Date: 06/29/2026

Fees (to be completed by City representative):

Bldg/Site Rental:	Cleaning:	Security:	Supervisors:	Other:	Subtotal:	25% Deposit if applicable	TOTAL:
$	$	$	$	$	$	$	$

Remarks:

Date submitted to the City: **Date considered by City:**

CITY OF CLEWISTON
FINANCE DEPARTMENT
JUN 30 2026

Remarks:

Revised 10/17/11

***$35 Non-Alcohol / $50 Alcohol is served. Any teen event minimum of (4) officers required.**

RECEIVED

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 **Fax (863) 983-1430**

Plan Submittal Requirements for Special Events

Upon application for a special event permit, a site plan is required. All required distances shall be indicated on the site plan. Permits shall be obtained and all requirements completed prior to a fire inspection.

1-Temporary tents and membrane structures must comply with the individual occupancy requirements for which the tent is being used (Example: mercantile, assembly, industrial, etc.)

2-All plans must include the following general items:

- Dates and hours of the event or usage period (must be located on the site plan or the floor plan)
- "Certificate of Fire Resistance" for the structure
- "Certificate of Fire Resistance" or flame spread documentation for all draperies, curtains, decorations, stage scenery, etc.
- Provide a notarized affidavit indicating that the wiring will comply with NFPA 70 and the name and license number of the electrician installing any electrical wiring in the tent.

3-All plans must include a separate FLOOR PLAN showing all, but not limited to, the following items:

- Locations of required number of exits, and exit capacity (width) based on occupant loads calculated by square footage.
- Dimensions of required aisles and seating row widths shall be accordance with the provisions of aisles and shall not be less than 44 inches in width. Seating row widths shall not be less than 12 inches. Rows shall be increased by 0.3 inch for every additional seat beyond 14, but the width need not be more than 22 inches. When more than 200 loose seats or folding chairs are used they shall be bonded together in groups of three or more.
- Locations of battery back-up exit signs. Exception: Non-illuminated exit signs may be used for events held during daylight hours only.
- Locations of emergency lighting fixtures. Exception: Emergency lighting can be omitted for events held during daylight hours only.
- Seating arrangements for table and chairs with distances between tables (if seating arrangements are provided).
- Location of bleacher/grandstand and their details (if bleachers are provided).

- Stage plan (including mobile stages) and location of egress points, including stair details, ramp details, handrail and guardrail details, etc. (if stage is provided).
- Location of fire extinguishers (1 for each 400 sq.ft. up to 1200 sq.ft., then one for each 1000 sq.ft. thereafter).
- Location of "NO SMOKING" signs

4-All plans must include a separate SITE PLAN including the following:

- Location of the tent in relation to all buildings or structures, roads, parking areas, storage containers, etc. (Minimum 20' separation required).
- Location of generator if applicable (minimum 20' from tent).
- Fire extinguishers are to have a minimum rating of 2A:10BC and be permanently mounted on a support member.

5-All plans submitted for SPARKLER SALES must also include the following:

- State sparkler certificate.
- Copy of state ID of applicant.

6-All cooking operations under a tent or membrane structure must comply with NFPA 1, chapter 50.

- Open or Exposed Flame– Open Flame or other devices emitting flame, fire or heat or any flammable or combustible liquid, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent, canopy or membrane structures while open to the public unless approved by the fire department official.
- If approved by fire department official, cooking and heating equipment shall be vented to the outside air by approved means. Cooking and heating equipment shall not be located within 10 feet of an exit or combustible material. Outdoor cooking that produces sparks or grease-laden vapors shall be at least 20 feet from tents, canopies, and membrane structures. The warming of previously prepared food is not considered to be cooking and is exempt from these requirements.
- **Class K Portable Fire Extinguishers** - Concession stands or vendors with cooking operations that include deep fat fryers shall provide a Class K wet chemical extinguisher. A minimum 2A:10BC fire extinguisher shall also be provided.

7- **All Generators and power sources-** Generators and other internal combustion power sources shall be separated from tents, canopies, and temporary membrane structures by a minimum of 20 feet.

8-Fire Watch-

- All temporary assembly tents with an occupant load of greater than 300 may be required to provide Fire Watch for the duration of the event.
- All permits will be reviewed and may require a fire watch based on information from application and site visit, if appropriate.

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 **Fax (863) 983-1430**

GENERAL INFORMATION SHEET
REGARDING SPECIAL EVENTS, CARNIVALS AND FAIRS

Special Event: An event whether indoors or outdoors, that is held on public property or streets, non-profit organization property or non-residential private property that can reasonably be expected to cause a public gathering that is not part of the normal course of business at the location.

Carnival: A mobile enterprise principally devoted to offering amusement or entertainment to the public in, upon or by means of portable amusement rides or devices or temporary structures in any number or combination, whether or not associated with other structures or forms of public attraction.

Fair: An enterprise principally devoted to the exhibition of products of agriculture or industry in connection with the operation of amusement rides or devices, or concession booths.

• A permit is required from the Fire Department to conduct a carnival or fair. ***NFPA 1: 1.12***

• A permit is required from the Fire Department for all tents over 200 square feet or canopies over 400 square feet in size, which are used on the premises. ***NFPA 1: 1.12***

• A permit is required from the Fire Department to conduct a parade. ***NFPA 1: 1.12***

• Tents and canopies described above are to be in compliance with ***NFPA 1, Chapter 25.***

• Size and location of the carnival or fair may require fire apparatus access roads. ***NFPA 1: 10.16.2***

• Fire extinguishers shall have a minimum rating of 2-A:10-B:C. Maximum travel distance to a portable fire extinguisher shall not exceed 75 feet. All fire extinguishers shall be serviced and tagged according to the State Fire Code. ***NFPA 1: 10.16.5 & 10.16.10.4***

• Electrical equipment and installation shall comply with the Electrical Code, and subject to approval by the Building Department. ***NFPA 1: 10.16.7***

• Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of amusement rides or devices. ***NFPA 1: 10.16.8***

• A "K" rated dry chemical fire extinguisher shall be provided where deep-fat fryers are used. ***NFPA 1: 13.6.6.7.1***

• Internal combustion power sources shall have fuel tanks of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the ride is not in use. ***NFPA 1: 10.16.10.1 & 10.16.10.2***

• Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. A minimum of one fire extinguisher with a rating of not less than 2-A:10-B:C shall be provided. ***NFPA 1: 10.16.10.3 & 10.16.10.4*** (This is in addition to the normally required fire extinguishers.)

• For reviewing stands, grandstands, bleachers and folding and telescoping seating see ***NFPA 1, Chapter 25.***

The items listed are general information only. Codes are subject to change. Additional requirements may apply.

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 **Fax (863) 983-1430**

FIRE SAFETY PERMIT APPLICATION

A Fire Safety Permit is required for any gathering that takes place on public or private property, an event whether indoors or outdoors, that is held on public property or streets, non-profit organization property or non-residential private property that can reasonably be expected to cause a public gathering that is not part of the normal course of business at the location.

The Fire Safety permit application form must be completed and submitted not less than thirty (30) days in advance of the event.

REQUIREMENTS:

1. Completed application and non-refundable permit fee of $50.00.

2. Site plan of the event showing all temporary installations in relation to the surroundings. The site plan must show a detailed diagram of the event including the location of concession booths, portable toilets, dumpsters, public, emergency and accessible routes, parking, banners and signs, location of tents, stages, entertainment and orientation of loudspeakers, locations for electricity and water, and other relevant information.

3. If your event includes construction, electrical, plumbing or mechanical work, then the work must receive a final inspection prior to the commencement of the event. If the inspection must be completed after 3:00 p.m. Monday through Friday, over a weekend, or on a National Holiday, then the cost of each inspection will be $60.00 per hour per inspector (minimum 2 hours, if available). Please note that the specific contractor for the applicable inspection must be on-site at time of inspection. If not, the inspection will be cancelled.

The person or designee in charge of the event must be present at the event and remain at the location for the entire duration of the event.

FIRE SAFETY PERMIT APPLICATION

Title of Event: Clewiston AYSO Soccer Games

Date(s) of Event: 08/01/26 - 11/23/26 Estimated Attendance: 50 per day

Times of Event: 5pm to 9pm Set-up: 4:30pm Breakdown: 8:30pm

Event Location: Sugarland soccer fields

(Attach Site Diagram: Set-up sketch, staging items, food vendors, parking area, security, etc.)

SPECIFIC TYPE OF EVENT (Check all that apply):

☑ Athletic Event	☐ Business Event	☐ Celebrations	☑ Community Event
☐ Concert/Band	☐ Fair/Carnival	☐ Fireworks	☐ Fundraiser
☐ Grand Opening	☐ Parade	☐ Political Event	☐ Place of Worship
☐ Wedding	☐ Other _____		

Description of Event: soccer games - will include food vendor trucks to be available

Will Vendors be cooking or heating food? (Please read fire watch requirements for cooking.)

☑ Gas ☑ Electric ☐ Charcoal ☐ Other: Vendors have their own equipment

Will any of the following event staging items be used?

☐ Canopy(ies)	Quantity: N/A	Sizes(s) LxWxH:
☐ Stage(s)	Quantity:	Sizes(s) LxWxH:
☐ Tent(s)	Quantity:	Sizes(s) LxWxH:

Please attach:

1) **Structural information, anchoring details, flame certificates, etc.**
2) **A floor plan including seating arrangements, locations of means of egress, extinguishers and exit signs.**

Producing Organization/Entity: Clewiston AYSO

Contact Name: Robbiannia Johnson

Phone: 863-233-4628 Emergency contact: Robbiannia Johnson

(Please include a letter of permission from the property management/owner for this event if the applicant is not the responsible entity for the property at the location this event is scheduled. Events taking place on city or county property may require permission from the City Commission.)

APPLICANT INFORMATION:

Name (Please Print): Robbiannia Johnson Signature: RJohnson

Mailing Address: 2205 13th St. Clewiston, FL 33440

Phone: 863-233-4628 Cell: _____

Email: Rjohnson22217@gmail.com

SPECIAL EVENT PERMIT
HOLD HARMLESS AGREEMENT

I/We the undersigned, being of lawful age, by affixing my/our signatures hereto, do hereby agree to indemnify and to hold harmless the City of Clewiston, its officers, employees, elected officials and agents, from and against any and all liability claims, actions, causes of action, demands, rights, damages, cost, loss of service, expenses, and compensation for all negligence whether active or passive arising out of or in any way connected or related to soccer games at Sugarland Park to be held on 08/01/2026-11/23/2026

(Name of Event) *(Date of Event)*

Clewiston AYSO Soccer- Region 1267
Name of sponsoring Individual(s) or Organization/Group

2205 13th St. Clewiston, FL 33440
Address

863-233-4628 Rjohnson22217@gmail.com
Phone No. (include Area Code) Email Address

I understand by affixing my signature to this release, that I do assume all risks and waive defendant's negligence, including a release of heirs.

Furthermore, the undersigned hereby acknowledges receipt of the Special Event Permit Application and willingness to adhere to its provisions.

AUTHORIZED REPRESENTATIVE

(To be completed by individuals representing an Organization or Group)

I, Robbriannia Johnson, warrant that I have authority to bind Clewiston AYSO Soccer- 1267 to this Hold Harmless Agreement and by my signature hereon do so bind this individual/organization. By executing this waiver as an authorized representative you are hereby binding all of your organization/group's individuals participating in this event to this waiver and hereby assume responsibility for these individuals.

(Name of individual) *(Name of Organization/Group)*

RJohnson 06/29/2026
Signature Date

Signature Date

For Minors: (required for participants under the age of 18 at the time of the event)

This is to certify that I, as parent or legal guardian, have legal responsibility for this participant. I have read and understand the significance of this waiver and release and do consent and agree to his/her waiver, release and assumption of the risk as provided above.

Robbriannia Johnson
(Print Name of Parent/Legal Guardian)

RJohnson 06/29/2026
Signature Date

CITY OF CLEWISTON PARKS & RECREATION DEPARTMENT

SUGARLAND PARK FIELD RESERVATION

League/Organization Information (Please print all information)

Organization Name	Address	City/State/Zip
Clewiston AYSO Soccer		Clewiston, FL 33440

Contact Person	Phone Number	Fax Number
Rodrianna Johnson	863-2334628	

Description of Facility	Date / Time
Usage for practices/ games @ sugarland park	Date 08/01/26 - 11/23/2026 Time 4:30 PM - 9:00 PM *Attach schedule, if available

Fees (ALL payments are due at time of booking. Make check payable to the City of Clewiston) ***Rental fee can be waived for local non-profits (501c3) only by the City Commission**		
	***Rental** - $1,000 for season	$ 1,000
	$500 Security Deposit	$ 500
	TOTAL	$ 1500.00
	Requesting fees to be waived by City Commission? (Yes or No)	Yes

Team Insurance: ☐ Yes ☐ No Attach copy of Certificate of Insurance to this form.

All field use is by permit only unless an exception is made by the Director of Recreation & Leisure Services. Coaches are responsible for leaving fields, dugouts, and spectators' areas clean. Extra field maintenance for any play, tournament, or special event is considered a "billable" event. It is the responsibility of the user group to maintain a clean and safe concession. The Director of Recreation & Leisure Services is to be notified of all accidents/incidents requiring medical attention. Athletic fields can be used only when field conditions are deemed safe and when use will not create conditions which may cause damage to the fields. If field conditions change during the permit period, the Director of Recreation & Leisure Services reserves the right to close the fields. Security deposit is fully refundable upon cancellation or no damage to the fields.

AGREEMENT OF UNDERSTANDING

I understand the rules and policies of the City of Clewiston and agree to abide by the stated guidelines. I understand any non-compliance may result in the revocation of existing permits, the loss of permits in the future, and loss of security deposit. I also understand non-compliance may result in the revocation of field privileges and/or a fee assessment for damages.

R Johnson
Signature of Organization Representative

Clewiston AYSO - Region 1267
Organization

06/29/2026
Date

Director of Recreation & Leisure Services

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

Revised December 2025

CITY OF CLEWISTON PARKS & RECREATION DEPARTMENT

SUGARLAND PARK FIELD RESERVATION

Field Playability, Rules and Regulations

The Park Personnel will decide if the field is playable. This person will use common sense and good judgment in the decision to play. The soil must be firm and free of obstacles that could cause personal injury or field damage before play begins. Water can be broom-dried to remove puddles from infield to expedite play.

- All persons, if given permission to use a field, will abide by all and any directives from the City of Clewiston & Parks and Recreation Personnel.
- All teams and individuals given permission to use a field assume all responsibilities in regards to injury and/or accident and all liabilities, as per insurance requirements listed on Page 1 & 3.
- Permits must be kept with team while using field at all times.
- Teams and individuals given permission to use a field must use the field assigned.
- No exchanging of field permits with another team or individual is allowed.

Rain-outs Rescheduling Procedures

If you are rained out on a given night, you must contact Parks & Recreation Department within 24 hours or the next business day in order to receive a rain-date. A failure to contact this office within the allotted time will result in forfeiture of the rain-date. Rain dates will be scheduled on the same day of the week and the same time period, as your regularly scheduled play dates, unless a mutually agreed upon time and date is reserved. It will be added to your schedules accordingly. All attempts to schedule your rain-date for the earliest possible time will be made.

Parking

All parking must be in designated areas. No vehicles are permitted to park on grassy areas, behind backstops or along the side of fields. Any vehicle parked illegally will be tagged and/or towed at the discretion of the City Police Department.

By signing below, I agree to comply with the above stated rules and regulations concerning the use of the Ball Park Fields.

Signature: RJohnson Date: 06/29/2026

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

Revised December 2025

CITY OF CLEWISTON PARKS & RECREATION DEPARTMENT

SUGARLAND PARK FIELD RESERVATION

HOLD HARMLESS AGREEMENT

(Please type or print)

BETWEEN THE CITY OF CLEWISTON, FLORIDA AND Clewiston AYSO - Region 1267
(Applicant)

WITNESSETH:

1. In consideration of permission to use the public facility described below on the 29th day of, June 2026, the application does hereby covenant and agree to save and hold the City of Clewiston, its agents, servants and employees harmless from any and all liabilities of costs arising out of the described premises by the applicant, the applicant's invitees or other persons.
2. The facilities will be used for the following purpose and no other Soccer games. Number of persons expected to attend: 50-70
3. The applicant is: (check one) _____ An Individual ✓ Non-profit Organization _____A Profit Organization _____Other (describe)_____.

If applicant is an Association or Corporation, the undersigned certifies that the execution of the HOLD HARMLESS AGREEMENT has been duly authorized.

4. The applicant acknowledges that the permission to utilize the facilities is limited to the portion of the premises herein described (if applicable) and the permission to use the facility is valid only for the activity herein described. Not withstanding the foregoing, however, this HOLD HARMLESS AGREEMENT shall be applicable to any claim asserted against the City of Clewiston or any loss incurred arising out of the applicant's activity whether or not the same extends beyond the permitted type or locale of activity or occurs on a different date out of the applicant's activity whether or not the same extends beyond the permitted type or locale of activity or occurs on a different date than specified. The applicant further HOLDS HARMLESS, the City of Clewiston and its agents, from all liability or costs arising from any interaction or contact between the applicant and other applicants/activities taking place on municipal property, or arising from adjoining private property.

5. The applicant specifically agrees that this Indemnification and Hold Harmless Agreement shall include the responsibility to provide legal defense for the City of Clewiston for any suit arising out of the applicant's use of premises, and that should the applicant or the applicant's insurance carrier fail or refuse to provide such a defense, the applicant will reimburse the City of Clewiston for any costs incurred by it for any person or organization acting on its behalf.

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

SUGARLAND PARK FIELD RESERVATION

6. The undersigned is authorized to execute this HOLD HARMLESS AGREEMENT as the binding act of the applicant.

X C Johnson 06/29/2026

Signature of Applicant Date

X _____ _____

Signature of Witness Date

If you (the applicant) are a Corporation, Association or Company carrying Insurance, please complete the information below. The applicant has furnished the Certificate of Insurance described below as an additional inducement for the permission to use of the premises.

NAME OF INSURANCE CARRIER: _____

CERTIFICATE NUMBER: _____

LIMITS OF LIABILITY: Property Damage _____

Public Liability _____

A true copy of the Certificate of Insurance is attached. NOTE: Requires $1,000,000 per loss liability insurance for Special Events, subject to review and approval by the City of Clewiston. The following additional documents form a part of the agreement:

✓ **Rental Application Forms**

Clewiston AYSO

* Awaiting insurance info. will send ASAP *

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

EVENT APPLICATION

City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

Telephone: (863) 983-1484
Fax : (863) 983-4055

INSTRUCTIONS: Applicant to submit Event Application and required fee to the City of Clewiston no less than four weeks before the event.

Date of Event: 7/11/2026

Applicant's Name: 3v3 Live Soccer Tour

Event: 3v3 Live South Florida

Mailing Address: 3820 Paddington Place

City: St. Augustine

State/Zip Code: FL / 32082

Telephone No. (615) 596-9617

Email Address: eddie@3v3Live.com

Fax No.

Representative to Contact: Eddie Meador

Telephone No: (615) 596-9617

Site/Facility for Event: Soccer Fields

Time Event Starts: 9 a.m. p.m.

Will Street be Closed? Yes No X

Estimated No. of Attendance:

Time Event Ends: 4 a.m. p.m.

Beginning Time: a.m. p.m.

Ending Time: a.m. p.m.

Description of Event: 3v3 soccer tournament for youth

Will Food be Served? Yes (No)

Will Alcohol be Served?* Yes (No)

Are Dumpsters Needed? Yes (No)

Is Electricity Needed? Yes (No)

*Minimum of (2) officers required**

Officers x $35/$50 = $

Mandatory Cleaning Fee *(Determined by type of Event):* $

Any other City Service/Equipment Needed? *If Yes, explain:* Yes No

City Supervisors Needed? Yes (No)

Supervisors @$20 per hour = $

The premises shall not be used for any illegal, improper, or immoral purpose. Renter will promptly and fully observe and comply with requirements, rules, laws, and ordinances of all lawfully constituted governmental authorities in any manner affecting the premises herein and hereby rented. Two weeks cancellation notice is required. Facility and/or site plan to be attached to form.

Applicant's Signature: Eddie Meador

Date: 7-9-2026

Fees (to be completed by City representative):

Bldg/Site Rental:	Cleaning:	Security:	Supervisors:	Other:	Subtotal:	25% Deposit if applicable	TOTAL:
$	$	$	$	$	$	$	$

Remarks:

Date submitted to the City: **Date considered by City:** Approved?

Remarks:

***$35 Non-Alcohol / $50 Alcohol is served. Any teen event minimum of (4) officers required.**

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 Fax (863) 983-1430

Plan Submittal Requirements for Special Events

Upon application for a special event permit, a site plan is required. All required distances shall be indicated on the site plan. Permits shall be obtained and all requirements completed prior to a fire inspection.

1-Temporary tents and membrane structures must comply with the individual occupancy requirements for which the tent is being used (Example: mercantile, assembly, industrial, etc.)

2-All plans must include the following general items:

- Dates and hours of the event or usage period (must be located on the site plan or the floor plan)
- "Certificate of Fire Resistance" for the structure
- "Certificate of Fire Resistance" or flame spread documentation for all draperies, curtains, decorations, stage scenery, etc.
- Provide a notarized affidavit indicating that the wiring will comply with NFPA 70 and the name and license number of the electrician installing any electrical wiring in the tent.

3-All plans must include a separate FLOOR PLAN showing all, but not limited to, the following items:

- Locations of required number of exits, and exit capacity (width) based on occupant loads calculated by square footage.
- Dimensions of required aisles and seating row widths shall be accordance with the provisions of aisles and shall not be less than 44 inches in width. Seating row widths shall not be less than 12 inches. Rows shall be increased by 0.3 inch for every additional seat beyond 14, but the width need not be more than 22 inches. When more than 200 loose seats or folding chairs are used they shall be bonded together in groups of three or more.
- Locations of battery back-up exit signs. Exception: Non-illuminated exit signs may be used for events held during daylight hours only.
- Locations of emergency lighting fixtures. Exception: Emergency lighting can be omitted for events held during daylight hours only.
- Seating arrangements for table and chairs with distances between tables (if seating arrangements are provided).
- Location of bleacher/grandstand and their details (if bleachers are provided).

- Stage plan (including mobile stages) and location of egress points, including stair details, ramp details, handrail and guardrail details, etc. (if stage is provided).
- Location of fire extinguishers (1 for each 400 sq.ft. up to 1200 sq.ft., then one for each 1000 sq.ft. thereafter).
- Location of "NO SMOKING" signs

4-All plans must include a separate SITE PLAN including the following:

- Location of the tent in relation to all buildings or structures, roads, parking areas, storage containers, etc. (Minimum 20' separation required).
- Location of generator if applicable (minimum 20' from tent).
- Fire extinguishers are to have a minimum rating of 2A:10BC and be permanently mounted on a support member.

5-All plans submitted for SPARKLER SALES must also include the following:

- State sparkler certificate.
- Copy of state ID of applicant.

6-All cooking operations under a tent or membrane structure must comply with NFPA 1, chapter 50.

- Open or Exposed Flame– Open Flame or other devices emitting flame, fire or heat or any flammable or combustible liquid, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent, canopy or membrane structures while open to the public unless approved by the fire department official.
- If approved by fire department official, cooking and heating equipment shall be vented to the outside air by approved means. Cooking and heating equipment shall not be located within 10 feet of an exit or combustible material. Outdoor cooking that produces sparks or grease-laden vapors shall be at least 20 feet from tents, canopies, and membrane structures. The warming of previously prepared food is not considered to be cooking and is exempt from these requirements.
- **Class K Portable Fire Extinguishers** - Concession stands or vendors with cooking operations that include deep fat fryers shall provide a Class K wet chemical extinguisher. A minimum 2A:10BC fire extinguisher shall also be provided.

7- All Generators and power sources- Generators and other internal combustion power sources shall be separated from tents, canopies, and temporary membrane structures by a minimum of 20 feet.

8-Fire Watch-

- All temporary assembly tents with an occupant load of greater than 300 may be required to provide Fire Watch for the duration of the event.
- All permits will be reviewed and may require a fire watch based on information from application and site visit, if appropriate.

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 **Fax (863) 983-1430**

GENERAL INFORMATION SHEET
REGARDING SPECIAL EVENTS, CARNIVALS AND FAIRS

Special Event: An event whether indoors or outdoors, that is held on public property or streets, non-profit organization property or non-residential private property that can reasonably be expected to cause a public gathering that is not part of the normal course of business at the location.

Carnival: A mobile enterprise principally devoted to offering amusement or entertainment to the public in, upon or by means of portable amusement rides or devices or temporary structures in any number or combination, whether or not associated with other structures or forms of public attraction.

Fair: An enterprise principally devoted to the exhibition of products of agriculture or industry in connection with the operation of amusement rides or devices, or concession booths.

• A permit is required from the Fire Department to conduct a carnival or fair. ***NFPA 1: 1.12***

• A permit is required from the Fire Department for all tents over 200 square feet or canopies over 400 square feet in size, which are used on the premises. ***NFPA 1: 1.12***

• A permit is required from the Fire Department to conduct a parade. ***NFPA 1: 1.12***

• Tents and canopies described above are to be in compliance with ***NFPA 1, Chapter 25.***

• Size and location of the carnival or fair may require fire apparatus access roads. ***NFPA 1: 10.16.2***

• Fire extinguishers shall have a minimum rating of 2-A:10-B:C. Maximum travel distance to a portable fire extinguisher shall not exceed 75 feet. All fire extinguishers shall be serviced and tagged according to the State Fire Code. ***NFPA 1: 10.16.5 & 10.16.10.4***

• Electrical equipment and installation shall comply with the Electrical Code, and subject to approval by the Building Department. ***NFPA 1: 10.16.7***

• Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of amusement rides or devices. ***NFPA 1: 10.16.8***

• A "K" rated dry chemical fire extinguisher shall be provided where deep-fat fryers are used. *NFPA 1: 13.6.6.7.1*

• Internal combustion power sources shall have fuel tanks of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the ride is not in use. *NFPA 1: 10.16.10.1 & 10.16.10.2*

• Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. A minimum of one fire extinguisher with a rating of not less than 2-A:10-B:C shall be provided. *NFPA 1: 10.16.10.3 & 10.16.10.4* (This is in addition to the normally required fire extinguishers.)

• For reviewing stands, grandstands, bleachers and folding and telescoping seating see *NFPA 1, Chapter 25.*

The items listed are general information only. Codes are subject to change. Additional requirements may apply.

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 **Fax (863) 983-1430**

FIRE SAFETY PERMIT APPLICATION

A Fire Safety Permit is required for any gathering that takes place on public or private property, an event whether indoors or outdoors, that is held on public property or streets, non-profit organization property or non-residential private property that can reasonably be expected to cause a public gathering that is not part of the normal course of business at the location.

The Fire Safety permit application form must be completed and submitted not less than thirty (30) days in advance of the event.

REQUIREMENTS:

1. Completed application and non-refundable permit fee of $50.00.

2. Site plan of the event showing all temporary installations in relation to the surroundings. The site plan must show a detailed diagram of the event including the location of concession booths, portable toilets, dumpsters, public, emergency and accessible routes, parking, banners and signs, location of tents, stages, entertainment and orientation of loudspeakers, locations for electricity and water, and other relevant information.

3. If your event includes construction, electrical, plumbing or mechanical work, then the work must receive a final inspection prior to the commencement of the event. If the inspection must be completed after 3:00 p.m. Monday through Friday, over a weekend, or on a National Holiday, then the cost of each inspection will be $60.00 per hour per inspector (minimum 2 hours, if available). Please note that the specific contractor for the applicable inspection must be on-site at time of inspection. If not, the inspection will be cancelled.

The person or designee in charge of the event must be present at the event and remain at the location for the entire duration of the event.

FIRE SAFETY PERMIT APPLICATION

Title of Event: 3v3 Live South Florida

Date(s) of Event: July 11, 2024 Estimated Attendance: 200 per day

Times of Event: 9AM to 4PM Set-up: — Breakdown: —

Event Location: Soccer Fields .
(Attach Site Diagram: Set-up sketch, staging items, food vendors, parking area, security, etc.)

SPECIFIC TYPE OF EVENT (Check all that apply):

- ☒ Athletic Event
- ☐ Business Event
- ☐ Celebrations
- ☐ Community Event
- ☐ Concert/Band
- ☐ Fair/Carnival
- ☐ Fireworks
- ☐ Fundraiser
- ☐ Grand Opening
- ☐ Parade
- ☐ Political Event
- ☐ Place of Worship
- ☐ Wedding
- ☐ Other _____

Description of Event: Small field soccer tournament

Will Vendors be cooking or heating food? (Please read fire watch requirements for cooking.)
☐ Gas ☐ Electric ☐ Charcoal ☐ Other: _____

Will any of the following event staging items be used?

- ☐ Canopy(ies) Quantity:_____ Sizes(s) LxWxH:_____
- ☐ Stage(s) Quantity:_____ Sizes(s) LxWxH:_____
- ☐ Tent(s) Quantity:_____ Sizes(s) LxWxH:_____

Please attach:

1) **Structural information, anchoring details, flame certificates, etc.**
2) **A floor plan including seating arrangements, locations of means of egress, extinguishers and exit signs.**

Producing Organization/Entity: 3v3 Live
Contact Name: Eddie Mentor
Phone: (615) 496-9617 Emergency contact: _____

(Please include a letter of permission from the property management/owner for this event if the applicant is not the responsible entity for the property at the location this event is scheduled. Events taking place on city or county property may require permission from the City Commission.)

APPLICANT INFORMATION:

Name (Please Print): _____ Signature: _____
Mailing Address: _____
Phone: _____ Cell: _____
Email: _____

SPECIAL EVENT PERMIT
HOLD HARMLESS AGREEMENT

I/We the undersigned, being of lawful age, by affixing my/our signatures hereto, do hereby agree to indemnify and to hold harmless the City of Clewiston, its officers, employees, elected officials and agents, from and against any and all liability claims, actions, causes of action, demands, rights, damages, cost, loss of service, expenses, and compensation for all negligence whether active or passive arising out of or in any way connected or related to

3v3 Live South FL to be held on July 11th, 2026.
(Name of Event) *(Date of Event)*

Eddie Meador / 3v3 Live
Name of sponsoring Individual(s) or Organization/Group

3820 Paddington Place
Address

(615) 496-9617 eddie@3v3Live.com
Phone No. (include Area Code) Email Address

I understand by affixing my signature to this release, that I do assume all risks and waive defendant's negligence, including a release of heirs.

Furthermore, the undersigned hereby acknowledges receipt of the Special Event Permit Application and willingness to adhere to its provisions.

AUTHORIZED REPRESENTATIVE
(To be completed by individuals representing an Organization or Group)

I, _____, warrant that I have authority to bind _____
(Name of Individual) *(Name of Organization Group)*
_____ to this Hold Harmless Agreement and by my signature hereon do so bind this individual/organization. By executing this waiver as an authorized representative you are hereby binding all of your organization/group's individuals participating in this event to this waiver and hereby assume responsibility for these individuals.

Eddie Meador 7-9-26
Signature Date

Signature Date

For Minors: (required for participants under the age of 18 at the time of the event)

This is to certify that I, as parent or legal guardian, have legal responsibility for this participant. I have read and understand the significance of this waiver and release and do consent and agree to his/her waiver, release and assumption of the risk as provided above.

(Print Name of Parent Legal Guardian)

Signature Date

CITY OF CLEWISTON PARKS & RECREATION DEPARTMENT

SUGARLAND PARK FIELD RESERVATION

Travel/Private Team Information (Please print all information)

Organization Name	Address	City/State/Zip
3v3 Live Soccer Tour	3820 Paddington Place	St. Augustine, FL 32092

Contact Person	Phone Number	Fax Number
Eddie Meador	(615)596-9617	

Description of Facility	Date Time *Attach schedule, if available

Fees (ALL payments are due at time of booking. Make check payable to the City of Clewiston)		
	Rental - $100 per day/per field	$
	Light Fee - $25 per hour	$
	Maintenance Fee - $50 per day	$
	Sales Tax 7%	$
	Subtotal	$
	$50 Security Deposit (Refundable)	$
	TOTAL	$

Team Insurance: ☐ Yes ☐ No Attach copy of Certificate of Insurance to this form.

All field use is by permit only unless an exception is made by the Director of Recreation & Leisure Services. Coaches are responsible for leaving fields, dugouts, and spectators' areas clean. Extra field maintenance for any play, tournament, or special event is considered a "billable" event. It is the responsibility of the user group to maintain a clean and safe concession. The Director of Recreation & Leisure Services is to be notified of all accidents/incidents requiring medical attention. Athletic fields can be used only when field conditions are deemed safe and when use will not create conditions which may cause damage to the fields. If field conditions change during the permit period, the Director of Recreation & Leisure Services reserves the right to close the fields. Security deposit is fully refundable upon cancellation or no damage to the fields.

AGREEMENT OF UNDERSTANDING

I understand the rules and policies of the City of Clewiston and agree to abide by the stated guidelines. I understand any non-compliance may result in the revocation of existing permits, the loss of permits in the future, and loss of security deposit. I also understand non-compliance may result in the revocation of field privileges and/or a fee assessment for damages.

Eddie Meador
Signature of Organization Representative

3v3 Live Soccer Tour
Organization

7-9-26
Date

Director of Recreation & Leisure Services

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave. Clewiston, FL 33440

Revised December 2025

CITY OF CLEWISTON PARKS & RECREATION DEPARTMENT

SUGARLAND PARK FIELD RESERVATION

Field Playability, Rules and Regulations

The Park Personnel will decide if the field is playable. This person will use common sense and good judgment in the decision to play. The soil must be firm and free of obstacles that could cause personal injury or field damage before play begins. Water can be broom-dried to remove puddles from infield to expedite play.

- All persons, if given permission to use a field, will abide by all and any directives from the City of Clewiston & Parks and Recreation Personnel.
- All teams and individuals given permission to use a field assume all responsibilities in regards to injury and/or accident and all liabilities, as per insurance requirements listed on Page 1 & 3.
- Permits must be kept with team while using field at all times.
- Teams and individuals given permission to use a field must use the field assigned.
- No exchanging of field permits with another team or individual is allowed.

Rain-outs Rescheduling Procedures

If you are rained out on a given night, you must contact Parks & Recreation Department within 24 hours or the next business day in order to receive a rain-date. A failure to contact this office within the allotted time will result in forfeiture of the rain-date. Rain dates will be scheduled on the same day of the week and the same time period, as your regularly scheduled play dates, unless a mutually agreed upon time and date is reserved. It will be added to your schedules accordingly. All attempts to schedule your rain-date for the earliest possible time will be made.

Parking

All parking must be in designated areas. No vehicles are permitted to park on grassy areas, behind backstops or along the side of fields. Any vehicle parked illegally will be tagged and/or towed at the discretion of the City Police Department.

By signing below, I agree to comply with the above stated rules and regulations concerning the use of the Ball Park Fields.

Signature: Eddie Mar Date: 7-9-26

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

CITY OF CLEWISTON PARKS & RECREATION DEPARTMENT

SUGARLAND PARK FIELD RESERVATION

HOLD HARMLESS AGREEMENT

(Please type or print)

BETWEEN THE CITY OF CLEWISTON, FLORIDA AND 3v3 Live Soccer Tour (Applicant)

WITNESSETH:

1. In consideration of permission to use the public facility described below on the 11th day of, July 2026, the application does hereby covenant and agree to save and hold the City of Clewiston, its agents, servants and employees harmless from any and all liabilities of costs arising out of the described premises by the applicant, the applicant's invitees or other persons.
2. The facilities will be used for the following purpose and no other 3v3 Soccer. Number of persons expected to attend: 200
3. The applicant is: (check one) _____ An Individual _____Non-profit Organization X A Profit Organization _____Other (describe)_____.

If applicant is an Association or Corporation, the undersigned certifies that the execution of the HOLD HARMLESS AGREEMENT has been duly authorized.

4. The applicant acknowledges that the permission to utilize the facilities is limited to the portion of the premises herein described (if applicable) and the permission to use the facility is valid only for the activity herein described. Not withstanding the foregoing, however, this HOLD HARMLESS AGREEMENT shall be applicable to any claim asserted against the City of Clewiston or any loss incurred arising out of the applicant's activity whether or not the same extends beyond the permitted type or locale of activity or occurs on a different date out of the applicant's activity whether or not the same extends beyond the permitted type or locale of activity or occurs on a different date than specified. The applicant further HOLDS HARMLESS, the City of Clewiston and its agents, from all liability or costs arising from any interaction or contact between the applicant and other applicants/activities taking place on municipal property, or arising from adjoining private property.

5. The applicant specifically agrees that this Indemnification and Hold Harmless Agreement shall include the responsibility to provide legal defense for the City of Clewiston for any suit arising out of the applicant's use of premises, and that should the applicant or the applicant's insurance carrier fail or refuse to provide such a defense, the applicant will reimburse the City of Clewiston for any costs incurred by it for any person or organization acting on its behalf.

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

CITY OF CLEWISTON PARKS & RECREATION DEPARTMENT

SUGARLAND PARK FIELD RESERVATION

6. The undersigned is authorized to execute this HOLD HARMLESS AGREEMENT as the binding act of the applicant.

X Edward W. Mon _____ 7/9/2026

Signature of Applicant _____ Date

X _____ _____

Signature of Witness _____ Date

If you (the applicant) are a Corporation, Association or Company carrying Insurance, please complete the information below. The applicant has furnished the Certificate of Insurance described below as an additional inducement for the permission to use of the premises.

NAME OF INSURANCE CARRIER: Curtis J. Vernon Insurance Agency

CERTIFICATE NUMBER: NPP 258 3620 C

LIMITS OF LIABILITY: Property Damage $100,000

Public Liability $1,000,000

A true copy of the Certificate of Insurance is attached. NOTE: Requires $1,000,000 per loss liability insurance for Special Events, subject to review and approval by the City of Clewiston. The following additional documents form a part of the agreement:

✓ **Rental Application Forms**

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

EVENT APPLICATION

City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

Telephone: (863) 983-1484
Fax : (863) 983-4055

INSTRUCTIONS: Applicant to submit Event Application and required fee to the City of Clewiston no less than four weeks before the event.

Date of Event:	Applicant's Name:	Event:
10/31/2026	Hendry Regional Medical Center	Pink Warrior Walk
Mailing Address:	**City:**	**State/Zip Code:**
544 W Sugarland Hwy	Clewiston	Fl 33440
Telephone No.	**Email Address:**	**Fax No.**
8639832735	myoung@hrmc.us	

Representative to Contact: Megan Young — **Telephone No:** 4694426753

Site/Facility for Event: Sugar Festival Field	**Time Event Starts:** 7:30	☑ a.m.	☐ p.m.	**Will Street be Closed?** Yes	☑	☐	
Estimated No. of Attendance: 500+	**Time Event Ends:** 9	☐ a.m.	☑ p.m.	**Beginning Time:**			
				Ending Time:			

Description of Event:

This is our annual Pink Warrior Walk along side the City Fall Festival & Trunk or Treat event

Will Food be Served?	☑	☐	**Will Alcohol be Served?***	☑	☐	**Are Dumpsters Needed?**	☑ ☐
Is Electricity Needed?	Yes ☑	No ☐	*Minimum of (2) officers required** Officers x $35/$50 =	$		**Mandatory Cleaning Fee** *(Determined by type of Event):*	$
Any other City Service/Equipment Needed? *If Yes, explain:* City Stage & Lights				Yes ☑	No ☐	**City Supervisors Needed?**	☐ ☐
						Supervisors @$20 per hour =	$

The premises shall not be used for any illegal, improper, or immoral purpose. Renter will promptly and fully observe and comply with requirements, rules, laws, and ordinances of all lawfully constituted governmental authorities in any manner affecting the premises herein and hereby rented. Two weeks cancellation notice is required. Facility and/or site plan to be attached to form.

Applicant's Signature [signature] **Date:** 07/09/2026

Fees (to be completed by City representative):

Bldg/Site Rental:	Cleaning:	Security:	Supervisors:	Other:	Subtotal:	25% Deposit if applicable	TOTAL:
$	$	$	$	$	$	$	$

Remarks:

Date submitted to the City: | **Date considered by City:** | **Approved?**

Remarks:

Revised 10/17/11

*$35 Non-Alcohol / $50 Alcohol is served. Any teen event minimum of (4) officers required.

FIRE SAFETY PERMIT APPLICATION

Title of Event: Pink Warrior Walk

Date(s) of Event: 10/31/2026 Estimated Attendance: 500+ per day

Times of Event: 7:30A to 9P Set-up: 7A Breakdown: 9P

Event Location: Sugar Festival Field & Walk Route
(Attach Site Diagram: Set-up sketch, staging items, food vendors, parking area, security, etc.)

SPECIFIC TYPE OF EVENT (Check all that apply):

- [ ] Athletic Event
- [x] Business Event
- [ ] Celebrations
- [x] Community Event
- [ ] Concert/Band
- [ ] Fair/Carnival
- [ ] Fireworks
- [x] Fundraiser
- [ ] Grand Opening
- [ ] Parade
- [ ] Political Event
- [ ] Place of Worship
- [ ] Wedding
- [ ] Other

Description of Event: 5K Pink Warriors Walk, Fall Festival, Trunk or Treat.

Will Vendors be cooking or heating food? (Please read fire watch requirements for cooking.)

- [ ] Gas
- [ ] Electric
- [ ] Charcoal
- [x] Other: some but mostly vendor trucks

Will any of the following event staging items be used?

- [ ] Canopy(ies) Quantity: _____ Sizes(s) LxWxH: _____
- [x] Stage(s) Quantity: 1 Sizes(s) LxWxH: _____
- [x] Tent(s) Quantity: 1 Sizes(s) LxWxH: 30x40

* vendor tents too

Please attach:

1) **Structural information, anchoring details, flame certificates, etc.**
2) **A floor plan including seating arrangements, locations of means of egress, extinguishers and exit signs.**

Producing Organization/Entity: Hendry Regional Medical Center (PNW)
Contact Name: Megan Young
Phone: 469.442.6753 Emergency contact: 469.442.6753

(Please include a letter of permission from the property management/owner for this event if the applicant is not the responsible entity for the property at the location this event is scheduled. Events taking place on city or county property may require permission from the City Commission.)

APPLICANT INFORMATION:

Name (Please Print): Megan Young Signature: Rmyng
Mailing Address: 544 W Sugarland Hwy
Phone: 803 983 2735 Cell: 469.442.6753
Email: myoung@hrmc.us

SPECIAL EVENT PERMIT
HOLD HARMLESS AGREEMENT

I/We the undersigned, being of lawful age, by affixing my/our signatures hereto, do hereby agree to indemnify and to hold harmless the City of Clewiston, its officers, employees, elected officials and agents, from and against any and all liability claims, actions, causes of action, demands, rights, damages, cost, loss of service, expenses, and compensation for all negligence whether active or passive arising out of or in any way connected or related to _____ Pink Warriors Walk _____ to be held on 10/31/2026.

(Name of Event) *(Date of Event)*

Hendry Regional Medical Center

Name of sponsoring Individual(s) or Organization/Group

524 W Sagamore Ave Clewiston FL 33440

Address

863-902-3000 — Phone No. (include Area Code)

myoung@hrmc.us — Email Address

I understand by affixing my signature to this release, that I do assume all risks and waive defendant's negligence, including a release of heirs.

Furthermore, the undersigned hereby acknowledges receipt of the Special Event Permit Application and willingness to adhere to its provisions.

AUTHORIZED REPRESENTATIVE

(To be completed by individuals representing an Organization or Group)

I, Megan Young *(Name of individual)*, warrant that I have authority to bind Hendry Regional Medical Center *(Name of Organization Group)* _____ to this Hold Harmless Agreement and by my signature hereon do so bind this individual/organization. By executing this waiver as an authorized representative you are hereby binding all of your organization/group's individuals participating in this event to this waiver and hereby assume responsibility for these individuals.

Signature — Date: 07/09/2026

Signature — Date: 07/09/2026

For Minors: (required for participants under the age of 18 at the time of the event)

This is to certify that I, as parent or legal guardian, have legal responsibility for this participant. I have read and understand the significance of this waiver and release and do consent and agree to his/her waiver, release and assumption of the risk as provided above.

Megan Young

(Print Name of Parent/Legal Guardian)

Signature — Date: 07/09/2026

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 **Fax (863) 983-1430**

Plan Submittal Requirements for Special Events

Upon application for a special event permit, a site plan is required. All required distances shall be indicated on the site plan. Permits shall be obtained and all requirements completed prior to a fire inspection.

1-Temporary tents and membrane structures must comply with the individual occupancy requirements for which the tent is being used (Example: mercantile, assembly, industrial, etc.)

2-All plans must include the following general items:

- Dates and hours of the event or usage period (must be located on the site plan or the floor plan)
- "Certificate of Fire Resistance" for the structure
- "Certificate of Fire Resistance" or flame spread documentation for all draperies, curtains, decorations, stage scenery, etc.
- Provide a notarized affidavit indicating that the wiring will comply with NFPA 70 and the name and license number of the electrician installing any electrical wiring in the tent.

3-All plans must include a separate FLOOR PLAN showing all, but not limited to, the following items:

- Locations of required number of exits, and exit capacity (width) based on occupant loads calculated by square footage.
- Dimensions of required aisles and seating row widths shall be accordance with the provisions of aisles and shall not be less than 44 inches in width. Seating row widths shall not be less than 12 inches. Rows shall be increased by 0.3 inch for every additional seat beyond 14, but the width need not be more than 22 inches. When more than 200 loose seats or folding chairs are used they shall be bonded together in groups of three or more.
- Locations of battery back-up exit signs. Exception: Non-illuminated exit signs may be used for events held during daylight hours only.
- Locations of emergency lighting fixtures. Exception: Emergency lighting can be omitted for events held during daylight hours only.
- Seating arrangements for table and chairs with distances between tables (if seating arrangements are provided).
- Location of bleacher/grandstand and their details (if bleachers are provided).

- Stage plan (including mobile stages) and location of egress points, including stair details, ramp details, handrail and guardrail details, etc. (if stage is provided).
- Location of fire extinguishers (1 for each 400 sq.ft. up to 1200 sq.ft., then one for each 1000 sq.ft. thereafter).
- Location of "NO SMOKING" signs

4-All plans must include a separate SITE PLAN including the following:

- Location of the tent in relation to all buildings or structures, roads, parking areas, storage containers, etc. (Minimum 20' separation required).
- Location of generator if applicable (minimum 20' from tent).
- Fire extinguishers are to have a minimum rating of 2A:10BC and be permanently mounted on a support member.

5-All plans submitted for SPARKLER SALES must also include the following:

- State sparkler certificate.
- Copy of state ID of applicant.

6-All cooking operations under a tent or membrane structure must comply with NFPA 1, chapter 50.

- Open or Exposed Flame– Open Flame or other devices emitting flame, fire or heat or any flammable or combustible liquid, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent, canopy or membrane structures while open to the public unless approved by the fire department official.
- If approved by fire department official, cooking and heating equipment shall be vented to the outside air by approved means. Cooking and heating equipment shall not be located within 10 feet of an exit or combustible material. Outdoor cooking that produces sparks or grease-laden vapors shall be at least 20 feet from tents, canopies, and membrane structures. The warming of previously prepared food is not considered to be cooking and is exempt from these requirements.
- **Class K Portable Fire Extinguishers -** Concession stands or vendors with cooking operations that include deep fat fryers shall provide a Class K wet chemical extinguisher. A minimum 2A:10BC fire extinguisher shall also be provided.

7- **All Generators and power sources-** Generators and other internal combustion power sources shall be separated from tents, canopies, and temporary membrane structures by a minimum of 20 feet.

8-Fire Watch-

- All temporary assembly tents with an occupant load of greater than 300 may be required to provide Fire Watch for the duration of the event.
- All permits will be reviewed and may require a fire watch based on information from application and site visit, if appropriate.

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 **Fax (863) 983-1430**

GENERAL INFORMATION SHEET
REGARDING SPECIAL EVENTS, CARNIVALS AND FAIRS

Special Event: An event whether indoors or outdoors, that is held on public property or streets, non-profit organization property or non-residential private property that can reasonably be expected to cause a public gathering that is not part of the normal course of business at the location.

Carnival: A mobile enterprise principally devoted to offering amusement or entertainment to the public in, upon or by means of portable amusement rides or devices or temporary structures in any number or combination, whether or not associated with other structures or forms of public attraction.

Fair: An enterprise principally devoted to the exhibition of products of agriculture or industry in connection with the operation of amusement rides or devices, or concession booths.

• A permit is required from the Fire Department to conduct a carnival or fair. ***NFPA 1: 1.12***

• A permit is required from the Fire Department for all tents over 200 square feet or canopies over 400 square feet in size, which are used on the premises. ***NFPA 1: 1.12***

• A permit is required from the Fire Department to conduct a parade. ***NFPA 1: 1.12***

• Tents and canopies described above are to be in compliance with ***NFPA 1, Chapter 25.***

• Size and location of the carnival or fair may require fire apparatus access roads. ***NFPA 1: 10.16.2***

• Fire extinguishers shall have a minimum rating of 2-A:10-B:C. Maximum travel distance to a portable fire extinguisher shall not exceed 75 feet. All fire extinguishers shall be serviced and tagged according to the State Fire Code. ***NFPA 1: 10.16.5 & 10.16.10.4***

• Electrical equipment and installation shall comply with the Electrical Code, and subject to approval by the Building Department. ***NFPA 1: 10.16.7***

• Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of amusement rides or devices. ***NFPA 1: 10.16.8***

• A "K" rated dry chemical fire extinguisher shall be provided where deep-fat fryers are used. ***NFPA 1: 13.6.6.7.1***

• Internal combustion power sources shall have fuel tanks of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the ride is not in use. ***NFPA 1: 10.16.10.1 & 10.16.10.2***

• Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. A minimum of one fire extinguisher with a rating of not less than 2-A:10-B:C shall be provided. ***NFPA 1: 10.16.10.3 & 10.16.10.4*** (This is in addition to the normally required fire extinguishers.)

• For reviewing stands, grandstands, bleachers and folding and telescoping seating see ***NFPA 1, Chapter 25.***

The items listed are general information only. Codes are subject to change. Additional requirements may apply.

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 **Fax (863) 983-1430**

FIRE SAFETY PERMIT APPLICATION

A Fire Safety Permit is required for any gathering that takes place on public or private property, an event whether indoors or outdoors, that is held on public property or streets, non-profit organization property or non-residential private property that can reasonably be expected to cause a public gathering that is not part of the normal course of business at the location.

The Fire Safety permit application form must be completed and submitted not less than thirty (30) days in advance of the event.

REQUIREMENTS:

1. Completed application and non-refundable permit fee of $50.00.

2. Site plan of the event showing all temporary installations in relation to the surroundings. The site plan must show a detailed diagram of the event including the location of concession booths, portable toilets, dumpsters, public, emergency and accessible routes, parking, banners and signs, location of tents, stages, entertainment and orientation of loudspeakers, locations for electricity and water, and other relevant information.

3. If your event includes construction, electrical, plumbing or mechanical work, then the work must receive a final inspection prior to the commencement of the event. If the inspection must be completed after 3:00 p.m. Monday through Friday, over a weekend, or on a National Holiday, then the cost of each inspection will be $60.00 per hour per inspector (minimum 2 hours, if available). Please note that the specific contractor for the applicable inspection must be on-site at time of inspection. If not, the inspection will be cancelled.

The person or designee in charge of the event must be present at the event and remain at the location for the entire duration of the event.

Agenda Item Memorandum

TO: City Commission of the City of Clewiston

FROM: Timothy Pruitt, Finance

VIA: Danny Williams, City Manager

DATE: July 20, 2026

SUBJECT: Review of FY 2024–2025 Annual Financial Statements and CRA Financial Statements

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Background

The City's Annual Financial Statements for the fiscal year ending September 30, 2025, have been completed and are being presented to the City Commission for review and information purposes only.

The Annual Financial Statements provide an overview of the City's financial position, results of operations, fund balances, revenues, expenditures, debt obligations, and other financial information for Fiscal Year 2024–2025.

The Community Redevelopment Agency financial statements for the fiscal year ending September 30, 2025, are also being presented for review. These statements provide financial information related to the CRA's revenues, expenditures, assets, liabilities, fund balance, and activities during the fiscal year.

Recommendation

The financial statements are being presented for review and informational purposes only.

Attachments:

a. FY 2024–2025 Annual Financial Statements
b. FY 2024–2025 CRA Financial Statements

GOING FURTHER

CITY OF CLEWISTON, FLORIDA

ANNUAL FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

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MAULDIN & JENKINS
CPAs & ADVISORS

Independent Auditor's Report

Honorable Mayor and Members of
the City Commission,
City of Clewiston, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the **City of Clewiston, Florida** (the "City"), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of September 30, 2025, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 10 and the required supplementary information as listed in the table of contents on pages 63 through 75 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The other supplementary information as listed in the table of contents are not a required part of the basic financial statements. The accompanying schedule of expenditures of state financial assistance, as required by Chapter 10.550, Rules of the Auditor General, are presented for purposes of additional analysis and are also not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the other supplementary information and the schedule of expenditures of state financial assistance are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 24, 2026, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Mauldin & Jenkins, LLC

Bradenton, Florida
June 24, 2026

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Management's Discussion and Analysis

Management's discussion and analysis presents a narrative overview and analysis of the City of Clewiston's (the "City") financial performance for the fiscal year ended September 30, 2025. It is designed to provide a broad overview and a short- and long-term analysis of the City's activities based on information presented in the financial statements. Specifically, this information is designed to assist the reader in focusing on significant financial issues, provide an overview of the City's financial activities, identify changes in the City's financial position (its ability to address the next and subsequent years' challenges), clarify material deviations from the approved budget, and explain individual fund issues. We encourage readers to consider the information presented here in conjunction with the City's basic financial statements (beginning on page 11) and notes to the financial statements (pages 23 through 62).

HIGHLIGHTS

Financial Highlights for the Fiscal Year Ended September 30, 2025 and Subsequent Financial Information are shown below:

1. The City's overall net position increased by $2,809,668.
2. The total cost of all the City's programs was $29,610,862 which was $624,833 more than the prior year.
3. The City's governmental activities increased net position by $587,924, substantially as a result of transfers from business-type activities of $1,121,200.
4. During the year, the City had expenses of $11,744,181 for governmental activities, which was $1,121,227 more than the prior year.
5. The City's business-type activities increased net position by $2,221,744 as a result of program and general revenues in excess of expenses of $3,342,944 minus internal transfers-out of $1,121,200.
6. The State Aid to Libraries Grant funding received in fiscal year 2025 totaled $216,811.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows.* Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues *(governmental activities)* from other functions that are intended to recover all or a significant portion of their costs through user fees and charges *(business-type activities).* The governmental activities of the City include general government, public safety, highways and streets, developmental services, and culture and recreation. The business-type activities of the City include electric, water and sewer, and solid waste operations.

The government-wide financial statements can be found on pages 11 and 12 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: (1) governmental funds, and (2) proprietary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources,* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities.*

The City maintains three individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General Fund and Community Redevelopment, which are considered to be major funds. Data from the other governmental fund is combined into a single, aggregated presentation.

The City adopts an annual appropriated budget for its governmental funds. A budgetary comparison statement has been provided for the General Fund, Community Redevelopment and Grants Fund to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 13 through 16 of this report.

Proprietary funds. The City of Clewiston, Florida maintains proprietary funds. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for its electric, water and sewer, and solid waste.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the electric, water and sewer, and solid waste operations, which are considered to be major funds.

The basic proprietary fund financial statements can be found on pages 17 through 20 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 23 through 62 of this report.

Government-Wide Financial Analysis

Net position may serve over time as a useful indicator of a government's financial position. The City's assets (and deferred outflows of resources) exceeded liabilities (and deferred inflows of resources) by $60.0 million (net position) at September 30, 2025.

$39.2 million (65%) of the City's net position reflects its investment in capital assets (e.g. land, construction in progress, buildings, vehicles, and machinery and equipment) less related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City reports investment in its capital assets net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

Management's Discussion and Analysis

The following schedule provides a summary of the assets, deferred outflows of resources, liabilities, deferred inflows of resources, and net position of the City:

City of Clewiston, Florida's Net Position

	Governmental Activities		Business-Type Activities		Totals	
	2025	2024	2025	2024	2025	2024
Current and other assets	$ 8,917,633	$ 8,448,700	$ 20,867,743	$ 22,355,393	$ 29,785,376	$ 30,804,093
Capital assets	17,505,330	17,261,811	37,233,360	35,402,410	54,738,690	52,664,221
Total assets	26,422,963	25,710,511	58,101,103	57,757,803	84,524,066	83,468,314
Total deferred outflows of resources	1,483,096	1,448,516	27,892	36,980	1,510,988	1,485,496
Other liabilities	1,189,176	854,970	2,655,968	3,936,068	3,845,144	4,791,038
Long-term liabilities	4,895,860	5,189,673	14,904,497	15,519,200	19,800,357	20,708,873
Total liabilities	6,085,036	6,044,643	17,560,465	19,455,268	23,645,501	25,499,911
Total deferred inflows of resources	1,653,135	1,534,420	687,709	680,438	2,340,844	2,214,858
Net position:						
Net investment in capital assets	16,414,729	16,061,811	22,803,894	20,380,056	39,218,623	36,441,867
Restricted	2,012,624	1,293,358	1,471,654	1,471,654	3,484,278	2,765,012
Unrestricted	1,740,535	2,224,795	15,605,273	15,807,367	17,345,808	18,032,162
Total net position	$ 20,167,888	$ 19,579,964	$ 39,880,821	$ 37,659,077	$ 60,048,709	$ 57,239,041

A portion of the City's net position, $3.5 million (6%), represents resources that are subject to restrictions on how they may be used. The unrestricted portion of net position, $17.3 million, may be used to meet the City's ongoing obligations to citizens and creditors.

The City's overall financial condition improved during the year ended September 30, 2025. The overall increase in the City's net position was $2.8 million (4.9%) during the year.

City of Clewiston, Florida's Changes in Net Position

	Governmental Activities		Business-Type Activities		Totals	
	2025	2024	2025	2024	2025	2024
Revenues:						
Program revenues:						
Charges for services	$ 2,635,706	$ 2,325,630	$ 19,602,638	$ 19,353,249	$ 22,238,344	$ 21,678,879
Operating grants and contributions	1,200,662	1,408,285	-	-	1,200,662	1,408,285
Capital grants and contributions	734,566	716,314	1,074,704	2,523,154	1,809,270	3,239,468
General revenues:						
Property taxes	2,337,029	2,232,136	-	-	2,337,029	2,232,136
Other taxes	3,998,582	3,725,345	-	-	3,998,582	3,725,345
Other	304,360	866,119	532,283	357,646	836,643	1,223,765
Total revenues	11,210,905	11,273,829	21,209,625	22,234,049	32,420,530	33,507,878
Operating expenses:						
General government	2,717,317	2,270,155	-	-	2,717,317	2,270,155
Public safety	3,795,103	3,651,300	-	-	3,795,103	3,651,300
Transportation	1,179,656	1,309,946	-	-	1,179,656	1,309,946
Physical environment	285,403	251,229	-	-	285,403	251,229
Economic environment	204,402	44,972	-	-	204,402	44,972
Culture and recreation	3,103,170	2,762,998	-	-	3,103,170	2,762,998
Human services	436,348	314,020	-	-	436,348	314,020
Interest on long-term debt	22,782	18,334	-	-	22,782	18,334
Electric	-	-	11,081,979	10,980,588	11,081,979	10,980,588
Water and sewer	-	-	5,218,344	5,638,387	5,218,344	5,638,387
Solid waste	-	-	1,566,358	1,744,100	1,566,358	1,744,100
Total operating expenses	11,744,181	10,622,954	17,866,681	18,363,075	29,610,862	28,986,029
Increase in net position before transfers	(533,276)	650,875	3,342,944	3,870,974	2,809,668	4,521,849
Transfers	1,121,200	1,483,526	(1,121,200)	(1,483,526)	-	-
Change in net position	587,924	2,134,401	2,221,744	2,387,448	2,809,668	4,521,849
Net position, beginning	19,579,964	17,445,563	37,659,077	35,271,629	57,239,041	52,717,192
Net position, ending	$ 20,167,888	$ 19,579,964	$ 39,880,821	$ 37,659,077	$ 60,048,709	$ 57,239,041

Capital Asset and Debt Administration

Capital assets. The City's investment in capital assets for its governmental and business-type activities as of September 30, 2025 is $54.7 million (net of accumulated depreciation and amortization). This investment in capital assets includes land, construction in progress, buildings, wastewater and drainage systems improvements, vehicles, machinery and equipment, park facilities, roads and highways, and software. There was a net increase of the City's investment in capital assets for the year ended September 30, 2025 of $2.1 million due to current year capital outlays exceeding current year depreciation.

City of Clewiston, Florida's Capital Assets
(net of depreciation)

	Governmental Activities		Business-Type Activities		Totals	
	2025	2024	2025	2024	2025	2024
Land	$ 1,836,719	$ 1,836,719	$ 670,142	$ 670,142	$ 2,506,861	$ 2,506,861
Construction in progress	128,908	-	1,701,369	2,357,977	1,830,277	2,357,977
Buildings	2,211,808	2,356,663	48,666	57,853	2,260,474	2,414,516
Improvements	11,261,509	10,936,999	27,510,156	27,384,839	38,771,665	38,321,838
Machinery and equipment	2,066,386	2,131,430	7,303,027	4,931,599	9,369,413	7,063,029
Total capital assets	$ 17,505,330	$ 17,261,811	$ 37,233,360	$ 35,402,410	$ 54,738,690	$ 52,664,221

Additional information on the City's capital assets can be found in Note 6 of this report.

Long-Term Debt

City of Clewiston, Florida's Long-Term Liabilities Outstanding

	Governmental Activities		Business-Type Activities		Totals	
	2025	2024	2025	2024	2025	2024
Notes payable	$ 1,090,601	$ 1,200,000	$ 3,818,466	$ 4,097,354	$ 4,909,067	$ 5,297,354
Bonds payable	-	-	10,611,000	10,925,000	10,611,000	10,925,000
Net pension liability	2,833,864	3,071,273	-	-	2,833,864	3,071,273
Total OPEB liability	737,183	722,479	375,060	367,580	1,112,243	1,090,059
Compensated absences	234,212	195,921	99,971	129,266	334,183	325,187
Total debt	$ 4,895,860	$ 5,189,673	$ 14,904,497	$ 15,519,200	$ 19,800,357	$ 20,708,873

Additional information on the City's long-term debt can be found in Note 7 of this report.

Economic Factors and Next Year's Budget and Rates

The City Commission considered many factors while determining the fiscal year 2025 budget, setting the new millage rate, and analyzing the fees which will be charged by the business-type activities.

Evaluating the fees charged by the business-type activities has continued to be a primary element of the City's fiscal planning. This focus has been necessary as the City manages the fluctuating increase of costs along with supply shortages and delays for materials vital to maintaining operations, while remaining committed to addressing the aging government-wide infrastructure for which these essential activities depend.

The City's local economy consists largely of agribusiness, retail, and service industries. Some of the largest business entities in the Clewiston area include sugar and vegetable growers, general merchandise, and grocery retail establishments.

The City's estimated population as of June 1, 2026 is 7,650 compared to the last official census population of 7,333 recorded for 2020.

Requests for Information

This discussion and analysis is designed to provide a general overview of the City's finances for readers of the City's financial statements. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the City of Clewiston Finance Department, 115 West Ventura Avenue, Clewiston, Florida 33440. Additional information can be found on the City's website at http://www.clewiston-fl.gov.

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BASIC FINANCIAL STATEMENTS

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STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and cash equivalents	$ 6,937,828	$ 6,817,552	$ 13,755,380
Investments	-	2,738,969	2,738,969
Accounts receivables, net	258,438	2,783,470	3,041,908
Due from other governments	564,662	744,987	1,309,649
Internal balances	(830,769)	830,769	-
Inventory	100,467	1,013,162	1,113,629
Restricted investments	-	4,452,187	4,452,187
Restricted accounts receivable	-	425,207	425,207
Net pension asset	1,887,007	1,061,440	2,948,447
Capital assets			
Non-depreciable	1,965,627	2,371,511	4,337,138
Depreciable, net	15,539,703	34,861,849	50,401,552
Total assets	26,422,963	58,101,103	84,524,066
Deferred outflows of resources			
Deferred outflows - pension	1,428,272	-	1,428,272
Deferred outflows - OPEB	54,824	27,892	82,716
Total deferred outflows of resources	1,483,096	27,892	1,510,988
Liabilities			
Accounts payable	732,034	1,535,766	2,267,800
Accrued liabilities	303,647	95,393	399,040
Accrued interest payable	15,665	68,239	83,904
Customer deposits payable	2,600	956,570	959,170
Unearned revenue	135,230	-	135,230
Noncurrent liabilities			
Due within one year	216,297	678,802	895,099
Due in more than one year	4,679,563	14,225,695	18,905,258
Total liabilities	6,085,036	17,560,465	23,645,501
Deferred inflows of resources			
Deferred inflows - pension	1,411,181	564,609	1,975,790
Deferred inflows - OPEB	241,954	123,100	365,054
Total deferred inflows of resources	1,653,135	687,709	2,340,844
Net position			
Net investment in capital assets	16,414,729	22,803,894	39,218,623
Restricted for			
Community development	2,012,597	-	2,012,597
Culture and recreation	27	-	27
Debt service	-	1,471,654	1,471,654
Unrestricted	1,740,535	15,605,273	17,345,808
Total net position	$ 20,167,888	$ 39,880,821	$ 60,048,709

The accompanying notes to financial statements are an integral part of this statement.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Functions/programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Primary Government: Governmental Activities	Net (Expense) Revenue and Changes in Net Position: Primary Government: Business-Type Activities	Net (Expense) Revenue and Changes in Net Position: Primary Government: Total
Primary government:							
Governmental activities:							
General government	$ 2,717,317	$ 2,000,116	$ -	$ -	$ (717,201)	$ -	$ (717,201)
Public safety	3,795,103	635,590	388,568	(121,334)	(2,892,279)	-	(2,892,279)
Transportation	1,179,656	-	-	855,900	(323,756)	-	(323,756)
Physical environment	285,403	-	-	-	(285,403)	-	(285,403)
Economic environment	204,402	-	-	-	(204,402)	-	(204,402)
Culture and recreation	3,103,170	-	494,013	-	(2,609,157)	-	(2,609,157)
Human services	436,348	-	318,081	-	(118,267)	-	(118,267)
Interest on long-term debt	22,782	-	-	-	(22,782)	-	(22,782)
Total governmental activities	11,744,181	2,635,706	1,200,662	734,566	(7,173,247)	-	(7,173,247)
Business-type activities:							
Electric	11,081,979	12,607,740	-	-	-	1,525,761	1,525,761
Water and sewer	5,218,344	4,787,413	-	1,074,704	-	643,773	643,773
Solid waste	1,566,358	2,207,485	-	-	-	641,127	641,127
Total business-type activities	17,866,681	19,602,638	-	1,074,704	-	2,810,661	2,810,661
Total primary government	$ 29,610,862	$ 22,238,344	$ 1,200,662	$ 1,809,270	(7,173,247)	2,810,661	(4,362,586)
General revenues							
Property taxes					2,337,029	-	2,337,029
Gas taxes					473,080	-	473,080
Sales taxes					1,460,530	-	1,460,530
Communication services					256,505	-	256,505
Utility service taxes					585,508	-	585,508
Insurance premium tax					29,079	-	29,079
Franchise taxes					24,943	-	24,943
Tax increments for redevelopment districts					762,960	-	762,960
Other taxes					9,108	-	9,108
Unrestricted state revenue sharing					396,869	-	396,869
Investment earnings					252,178	458,550	710,728
Miscellaneous					52,182	-	52,182
Gain on sale of capital asset					-	73,733	73,733
Transfers					1,121,200	(1,121,200)	-
Total general revenues and transfers					7,761,171	(588,917)	7,172,254
Change in net position					587,924	2,221,744	2,809,668
Net position, beginning of year					19,579,964	37,659,077	57,239,041
Net position, end of year					$ 20,167,888	$ 39,880,821	$ 60,048,709

The accompanying notes to financial statements are an integral part of this statement.

BALANCE SHEET –
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	General Fund	Clewiston Redevelopment Agency	Nonmajor Grants Fund	Total Governmental Funds
Assets				
Cash and cash equivalents	$ 4,813,419	$ 2,012,597	$ 111,812	$ 6,937,828
Accounts receivable, net	258,438	-	-	258,438
Due from other funds	293,890	-	8	293,898
Due from other governments	564,662	-	-	564,662
Inventory	100,467	-	-	100,467
Total assets	$ 6,030,876	$ 2,012,597	$ 111,820	$ 8,155,293
Liabilities and fund balances				
Liabilities				
Accounts payable	$ 726,524	$ -	$ 5,510	$ 732,034
Accrued liabilities	301,825	-	1,822	303,647
Customer deposits	2,600	-	-	2,600
Unearned revenue	30,769	-	104,461	135,230
Due to other funds	1,124,667	-	-	1,124,667
Total liabilities	2,186,385	-	111,793	2,298,178
Deferred inflows of resources				
Unavailable revenue - intergovernmental	178,237	-	-	178,237
Fund balances				
Nonspendable	100,467	-	-	100,467
Restricted				
Community redevelopment	-	2,012,597	-	2,012,597
Culture and recreation	-	-	27	27
Unassigned	3,565,787	-	-	3,565,787
Total fund balances	3,666,254	2,012,597	27	5,678,878
Total liabilities and fund balances	$ 6,030,876	$ 2,012,597	$ 111,820	$ 8,155,293

The accompanying notes to financial statements are an integral part of this statement.

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION SEPTEMBER 30, 2025

Amounts reported for governmental activities in the statement of net position are different because:		
Total fund balances - governmental funds		$ 5,678,878
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Governmental capital assets	$ 35,059,896	
Accumulated depreciation	(17,554,566)	17,505,330
Revenues not available to pay current period expenditures are reported as unavailable revenue in the governmental funds.		178,237
Deferred outflows, deferred inflows, and the net pension asset and liability related to the City's pension and OPEB plans are not expected to be liquidated with expendable available financial resources and, therefore are not reported in the funds.		
Deferred outflows - pension	1,428,272	
Deferred outflows - OPEB	54,824	
Deferred inflows - pension	(1,411,181)	
Deferred inflows - OPEB	(241,954)	
Net pension asset	1,887,007	
Net pension liability	(2,833,864)	
Total OPEB liability	(737,183)	(1,854,079)
Certain liabilities are not due and payable in the current period and are therefore not reported in the funds.		
Accrued interest payable	(15,665)	
Compensated absences	(234,212)	
Notes payable	(1,090,601)	(1,340,478)
Net position of governmental activities		$ 20,167,888

The accompanying notes to financial statements are an integral part of this statement.

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	General Fund	Clewiston Redevelopment Agency	Nonmajor Grants Fund	Total Governmental Funds
Revenues				
Property taxes	$ 2,337,029	$ 369,001	$ -	$ 2,706,030
Utility taxes	585,508	-	-	585,508
Business taxes	9,108	-	-	9,108
Communication services tax	256,505	-	-	256,505
Insurance premium tax	29,079	-	-	29,079
Licenses and permits	428,029	-	-	428,029
Intergovernmental revenues	4,614,397	393,959	216,811	5,225,167
Charges for services	1,538,133	-	-	1,538,133
Franchise fees	24,943	-	-	24,943
Fines and forfeitures	23,347	-	-	23,347
Investment earnings	129,715	121,475	988	252,178
Miscellaneous revenues	52,182	-	-	52,182
Total revenues	10,027,975	884,435	217,799	11,130,209
Expenditures				
Current				
General government	2,494,551	-	-	2,494,551
Public safety	4,348,931	-	-	4,348,931
Transportation	959,205	-	-	959,205
Physical environment	277,103	-	-	277,103
Economic environment	-	165,196	-	165,196
Culture and recreation	2,702,385	-	218,057	2,920,442
Human services	475,957	-	-	475,957
Debt service				
Principal retirement	109,399	-	-	109,399
Interest	24,400	-	-	24,400
Capital outlay	1,342,489	-	-	1,342,489
Total expenditures	12,734,420	165,196	218,057	13,117,673
Excess of revenues (deficiency) over (under) expenditures	(2,706,445)	719,239	(258)	(1,987,464)
Other financing sources				
Transfers in	1,121,200	-	-	1,121,200
Total other financing sources	1,121,200	-	-	1,121,200
Change in fund balances	(1,585,245)	719,239	(258)	(866,264)
Fund balances, beginning of year	5,251,499	1,293,358	285	6,545,142
Fund balances, end of year	$ 3,666,254	$ 2,012,597	$ 27	$ 5,678,878

The accompanying notes to financial statements are an integral part of this statement.

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED SEPTEMBER 30, 2025

Net Change in Fund Balances – Total Governmental Funds		$ (866,264)
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of these assets is depreciated over their estimated useful lives.		
Capital outlay	$ 1,083,296	
Less current year depreciation	(839,777)	243,519
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of principal consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.		
Principal repayment of long-term debt	109,399	109,399
Revenues that are reported in the statement of activities that do not create current financial resources are not reported as revenues in governmental funds. This activity consists of:		
Intergovernmental revenue		80,696
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore, are not reported as expenditures in governmental funds.		
Change in compensated absences	(38,291)	
Change in total OPEB liability and related deferred inflows/outflows	(328)	
Change in accrued interest	1,618	
Change in net pension liability and related deferred inflows/outflows	1,057,575	1,020,574
Change in net position of governmental activities		$ 587,924

The accompanying notes to financial statements are an integral part of this statement.

STATEMENT OF NET POSITION –
PROPRIETARY FUNDS
SEPTEMBER 30, 2025

	Electric Fund	Water and Sewer Fund	Solid Waste Fund	Total
Assets				
Current assets				
Cash and cash equivalents	$ 5,948,838	$ -	$ 868,714	$ 6,817,552
Investments	-	2,738,969	-	2,738,969
Accounts receivable, net	1,359,028	1,068,417	356,025	2,783,470
Due from other governments	-	744,987	-	744,987
Due from other funds	3,136,503	-	100,656	3,237,159
Inventory	617,295	395,867	-	1,013,162
Restricted investments	2,980,533	1,471,654	-	4,452,187
Restricted accounts receivable	425,207	-	-	425,207
Total current assets	14,467,404	6,419,894	1,325,395	22,212,693
Noncurrent assets				
Net pension asset	648,658	265,360	147,422	1,061,440
Capital assets, non-depreciable	27,667	2,343,844	-	2,371,511
Capital assets, net	5,035,194	28,269,362	1,557,293	34,861,849
Total noncurrent assets	5,711,519	30,878,566	1,704,715	38,294,800
Total assets	20,178,923	37,298,460	3,030,110	60,507,493
Deferred outflows of resources				
Deferred outflows - OPEB	11,539	11,522	4,831	27,892
Total deferred outflows of resources	11,539	11,522	4,831	27,892
Liabilities				
Current liabilities				
Accounts payable	1,052,803	413,734	69,229	1,535,766
Notes payable	84,371	127,756	88,772	300,899
Accrued liabilities	47,246	38,392	9,755	95,393
Due to other funds	100,644	2,293,372	12,374	2,406,390
Compensated absences	22,058	22,058	6,787	50,903
Liabilities payable from restricted assets				
Accrued interest	9,436	37,550	21,253	68,239
Customer deposits payable	956,570	-	-	956,570
Bonds payable - current portion	-	327,000	-	327,000
Total current liabilities	2,273,128	3,259,862	208,170	5,741,160
Noncurrent liabilities				
Compensated absences	20,322	24,969	3,777	49,068
Notes payable, net of current portion	981,836	1,809,153	726,578	3,517,567
Revenue bonds payable, net of current portion	-	10,284,000	-	10,284,000
Total OPEB liability	155,159	154,935	64,966	375,060
Total noncurrent liabilities	1,157,317	12,273,057	795,321	14,225,695
Total liabilities	3,430,445	15,532,919	1,003,491	19,966,855
Deferred inflows of resources				
Deferred inflows - pension	345,039	141,152	78,418	564,609
Deferred inflows - OPEB	50,925	50,852	21,323	123,100
Total deferred inflows of resources	395,964	192,004	99,741	687,709
Net position				
Net investment in capital assets	3,996,654	18,065,297	741,943	22,803,894
Restricted for				
Debt service	-	1,471,654	-	1,471,654
FMPA	425,207	-	-	425,207
Unrestricted	11,942,192	2,048,108	1,189,766	15,180,066
Total net position	$ 16,364,053	$ 21,585,059	$ 1,931,709	$ 39,880,821

The notes to the financial statements are an integral part of these statements.

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION – PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Electric Fund	Water and Sewer Fund	Solid Waste Fund	Total
Operating revenues				
Charges for services	$ 12,450,218	$ 4,666,952	$ 2,207,485	$ 19,324,655
Impact fees	-	120,461	-	120,461
Miscellaneous	157,522	-	-	157,522
Total operating revenues	12,607,740	4,787,413	2,207,485	19,602,638
Operating expenses				
Purchased electricity	8,206,877	-	-	8,206,877
Personnel services and benefits	1,124,583	955,533	277,875	2,357,991
Operating expenses	1,209,927	2,748,969	1,087,772	5,046,668
Depreciation	517,824	1,056,670	167,717	1,742,211
Total operating expenses	11,059,211	4,761,172	1,533,364	17,353,747
Operating income	1,548,529	26,241	674,121	2,248,891
Nonoperating revenues (expenses)				
Investment earnings	232,753	196,925	28,872	458,550
Gain on disposal of capital assets	4,324	14,306	55,103	73,733
Interest expense	(22,768)	(457,172)	(32,994)	(512,934)
Total nonoperating revenues (expenses)	214,309	(245,941)	50,981	19,349
Income before transfers and capital contributions	1,762,838	(219,700)	725,102	2,268,240
Capital contributions	-	1,074,704	-	1,074,704
Transfers in	-	5,000	-	5,000
Transfers out	(705,000)	(250,000)	(171,200)	(1,126,200)
Changes in net position	1,057,838	610,004	553,902	2,221,744
Total net position, beginning of year	15,306,215	20,975,055	1,377,807	37,659,077
Total net position, end of year	$ 16,364,053	$ 21,585,059	$ 1,931,709	$ 39,880,821

The notes to the financial statements are an integral part of these statements.

STATEMENT OF CASH FLOWS –
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Electric Fund	Water and Sewer Fund	Solid Waste Fund	Total
Cash flows from operating activities				
Cash received from customers	$ 12,906,172	$ 5,092,171	$ 2,160,578	$ 20,158,921
Cash paid to suppliers for goods and services	(9,442,449)	(4,050,817)	(1,022,640)	(14,515,906)
Cash paid to employees for services and benefits	(1,464,321)	(1,075,880)	(352,288)	(2,892,489)
Net cash provided by (used in) operating activities	1,999,402	(34,526)	785,650	2,750,526
Cash flows from noncapital financing activities				
Transfer from other funds	-	1,766,801	-	1,766,801
Transfer to other funds	(2,680,618)	-	(171,200)	(2,851,818)
Net cash provided by (used in) noncapital financing activities	(2,680,618)	1,766,801	(171,200)	(1,085,017)
Cash flows from capital and related financing activities				
Acquisition and construction of capital assets	(687,629)	(2,190,569)	(694,963)	(3,573,161)
Cash received from sale of capital assets	4,324	14,306	55,103	73,733
Principal paid on notes payable	(82,896)	(110,559)	(85,433)	(278,888)
Principal paid on bonds payable	-	(314,000)	-	(314,000)
Capital grants received	-	1,318,075	-	1,318,075
Interest paid	(23,502)	(458,313)	(35,221)	(517,036)
Net cash used in capital and related financing activities	(789,703)	(1,741,060)	(760,514)	(3,291,277)
Cash flows from investing activities				
Purchase of investments	(133,176)	(188,140)	-	(321,316)
Interest received	232,753	196,925	28,872	458,550
Net cash provided by investing activities	99,577	8,785	28,872	137,234
Net change in cash and cash equivalents	(1,371,342)	-	(117,192)	(1,488,534)
Cash and cash equivalents, beginning of year	7,320,180	-	985,906	8,306,086
Cash and cash equivalents, end of year	$ 5,948,838	$ -	$ 868,714	$ 6,817,552
Cash and cash equivalents classified as				
Cash and cash equivalents	$ 5,948,838	$ -	$ 868,714	$ 6,817,552
Total cash and cash equivalents	$ 5,948,838	$ -	$ 868,714	$ 6,817,552

The notes to the financial statements are an integral part of these statements. **(Continued)**

STATEMENT OF CASH FLOWS –
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Electric Fund	Water and Sewer Fund	Solid Waste Fund	Total
Reconciliation of operating income to net cash provided by (used in) operating activities				
Operating income	$ 1,548,529	$ 26,241	$ 674,121	$ 2,248,891
Adjustment to reconcile operating income to net cash provided by (used in) operating activities:				
Depreciation	517,824	1,056,670	167,717	1,742,211
Change in operating assets and liabilities:				
(Increase) decrease in assets:				
Accounts receivable	319,063	225,377	8,532	552,972
Due from other funds	(23,907)	79,381	(55,439)	35
Net pension asset	(315,794)	(129,188)	(71,771)	(516,753)
Deferred outflows - OPEB	3,759	3,754	1,575	9,088
Inventory	9,484	(4,860)	-	4,624
Increase (decrease) in liabilities:				
Accounts payable	(30,874)	(1,296,988)	65,132	(1,262,730)
Accrued liabilities	5,117	4,629	(2,383)	7,363
Compensated absences payable	(23,944)	(1,774)	(3,577)	(29,295)
Total OPEB liability	3,094	3,090	1,296	7,480
Deferred inflows - pension	14,468	5,918	3,288	23,674
Deferred inflows - OPEB	(6,786)	(6,776)	(2,841)	(16,403)
Customer deposits	(20,631)	-	-	(20,631)
Net cash provided by (used in) operating activities	$ 1,999,402	$ (34,526)	$ 785,650	$ 2,750,526

The notes to the financial statements are an integral part of these statements.

STATEMENT OF FIDUCIARY NET POSITION – FIDUCIARY FUNDS
SEPTEMBER 30, 2025

	Pension Trust Funds
Assets	
Receivables	
Contributions	$ 86,674
Investments at fair value	17,387,783
Total assets	17,474,457
Net position	
Restricted for pension benefits	$ 17,474,457

The notes to the financial statements are an integral part of these statements.

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION – FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Pension Trust Funds
Additions	
Contributions	
Employer	$ 277,576
Employee	17,663
State	29,079
Investment income	
Interest and dividends	1,553,768
Total additions	1,878,086
Deductions	
Pension benefits	754,639
Administrative expenses	35,528
Total deductions	790,167
Change in net position	1,087,919
Net position, beginning of year	13,308,277
Net position, end of year	$ 14,396,196

The notes to the financial statements are an integral part of these statements.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Clewiston, Florida (the "City") is a municipal corporation, incorporated by the Laws of Florida, 1923, Chapter 9712, which was amended by the Laws of Florida, 1925, Chapter 10434. Both of said acts were repealed by the Laws of Florida 1925, Chapter 10433, Article IX, Paragraph 11. Chapter 10433, as amended, constitutes the present Charter of the City. The City is governed by an elected five-member Board of City Commissioners. The Board appoints a City Manager to administer the policies emanating from its statutory powers and authority. The City's major operations include police and fire protection, parks and recreation, library, public works, general administrative services, and community redevelopment. In addition, the City owns and operates electric, water, sewer, and solid waste collection systems.

The financial statements of the City have been prepared in accordance with accounting principles generally accepted (GAAP) in the United States of America applicable to governmental units and the Uniform Accounting System mandated by Chapter 218.33, Florida Statutes. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting in the United States.

Reporting Entity

As required by GAAP, this report presents the financial statements of the funds of the City (the "Primary Government"). In evaluating the City as a reporting entity, management has considered all potential component units for which the City may or may not be financially accountable and included within the City's financial statements. Management utilized criteria set forth in GASB Statement 61 as amended for determining financial accountability of potential component units in evaluating potential component units. In accordance with GASB Statement 61 as amended, the City is financially accountable if it appoints a voting majority of the potential component unit's governing board, and it is able to impose its will on the organization, or there is a potential for the organization to provide specific financial benefit to or impose specific financial burden on the City. In addition, component units can be other organizations for which the nature and significance of their relationship with the Primary Government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

The City has three component units, as defined by GASB Statement 61 as amended, which have been presented in the financial statements of the Primary Government using the blended presentation method and is presented as a governmental fund type with a fiscal year-end of September 30. The Clewiston Community Redevelopment Agency (the "Agency") was established by the City under Ordinance No. 2005-1 pursuant to the "Community Development Act of 1969" and Chapter 163, Part III of the Florida Statutes to prepare a community redevelopment plan for a designated geographic area within the City. The Agency's governing body is the same as the governing body of the City. The Agency functions as a department of the City. City management has operational and fiscal responsibility for the Agency's activities.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Reporting Entity (Continued)

The City of Clewiston Retirement Plan is a single-employer defined benefit pension plan administered by Standard Retirement Services, Inc., which act as the administrator of the Plan. The Board consists of the members of the City Commission. The Plan is reported as a fiduciary component unit in accordance with Governmental Accounting Standards Board Statement Number 84.

The City of Clewiston Firefighters' Retirement System (the "System") is a single-employer defined benefit pension plan administered by the Florida Municipal Pension Trust Fund, which act as the administrator of the plan. The Board consists of five members: two of whom shall be legal residents of Clewiston who shall be appointed by the City Commission, two of whom shall be Firefighter Members of the System elected by a majority of the firefighters who are members of the System, and one who shall be chosen by a majority of the previous four Trustees. The plan is reported as a fiduciary component unit in accordance with Governmental Accounting Standards Board Statement Number 84.

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements. The government-wide financial statements (the statement of net position and the statement of activities) report information on all of the activities of the Primary Government and its component unit. For the most part, the effect of interfund activity has been removed from these statements. Interfund services provided and used have not been eliminated. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely, to a significant extent, on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues. Major individual governmental funds and major enterprise funds are reported as separate columns in the fund financial statements.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the flow of economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the flow of current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as with accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

The Hendry County Tax Collector bills and collects property taxes for the City in accordance with the laws of the State of Florida. Property taxes attach as an enforceable lien on property as of the date of assessment and remain in effect until discharge by payment. Taxes are payable when levied (on November 1, or as soon thereafter as the assessment roll becomes available to the Tax Collector).

The following is the current property tax calendar:

Lien date	January 1
Levy date	November 1
Due date	November 1
Delinquent date	April 1
Sale of tax certificates	by June 1

Discounts of 1% are granted for each month taxes are paid on or before February 28, with a maximum discount of 4% if paid by November 30. Revenue recognition criteria for property taxes under GASB requires that property taxes expected to be collected within 60 days of the current period be accrued. Current year ad valorem taxes, which are uncollected as of the end of the fiscal year, are generally immaterial in amount, therefore, are not recorded as a receivable.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Basis of Presentation

The financial transactions of the City are recorded in individual funds. Each fund is a separate accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are other charges between the government's utility functions and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include: (1) charges to customers or applicants for goods, services, or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for sales and services.

Operating expenses for enterprise funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

GASB Statement 34 sets forth minimum criteria (percentage of assets plus deferred outflows of resources, liabilities plus deferred inflows of resources, revenues or expenditures/expenses of either fund category or the governmental and enterprise funds combined) for the determination of major funds. The City has used GASB Statement 34 minimum criteria for major fund determination to determine which funds are required to be reported as major funds. The following two broad classifications are used to categorize the fund types used by the City:

Governmental Funds

Governmental funds focus on the determination of financial position and changes in financial position (sources, uses, and balances of financial resources) and not net income. The City has the following major governmental funds:

The *General Fund* is the City's primary operating fund and is used to account for all financial resources except those required to be accounted for in another fund.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Basis of Presentation (Continued)

Governmental Funds (Continued)
The *Community Redevelopment Fund* is used to account for the tax increment development receipts and expenditures thereof.

Proprietary Funds
Proprietary funds focus on the determination of net income, changes in net position, financial position and cash flows. The following is a description of the City's major proprietary funds:

Electric Fund – Accounts for the operations and activities related to the electric system within the City.

Water and Sewer Fund – Accounts for the operations and activities related to the water and sewer system within the City.

Solid Waste Fund – Accounts for the operations and activities related to the solid waste system within the City.

The City also reports a special revenue fund which is used to account for specific revenue sources that are restricted to expenditures for particular purposes.

Fiduciary Funds
Fiduciary funds are used to report assets held in a trustee or agency capacity for others and therefore are not available to support City programs. The reporting focus is on net position and changes in net position and is reported using accounting principles similar to proprietary funds.

The City's fiduciary funds are presented in the fiduciary fund financial statements by type (pension, private purpose and agency). Since by definition these assets are being held for the benefit of a third-party (pension participants) and cannot be used to address activities or obligations of the government, these funds are not incorporated into the government-wide statements.

The fiduciary funds of the City are the Pension Trust Fund and the Firefighters Pension Trust Fund.

Cash and Cash Equivalents

Each fund's cash on hand, demand deposits, and short-term investments are considered cash and cash equivalents. For purposes of these statements, all highly liquid debt instruments (including restricted assets), with a maturity of three months or less when purchased, are considered to be cash equivalents.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deposits and Investments

Section 218.415, Florida Statutes, requires the investment of surplus public funds and prescribes the instruments in which those investments are authorized. Specifically, allowable investments include:

- The State of Florida Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969.
- Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- Interest-bearing time deposits or savings accounts in qualified public depositories.
- Direct obligations of the United States.

The City adheres strictly to the provisions of those cited statutes, as well as with Chapter 280, Florida Statutes, which requires the City to maintain deposits only with qualified public depositories. The City maintains a cash and investment pool available for use by all funds. Earnings from such investments are allocated to the respective funds based on applicable cash participation by each fund. In addition, restricted cash accounts and money market deposit accounts are separately maintained by several City funds in accordance with bond ordinances and other contractual agreements. Investments are stated at fair value, based on quoted market prices.

The City's cash and investment pool and certain individual funds participate in the Florida State Board of Administration (SBA) Florida PRIME. The SBA is governed by Chapter 19-1 of the Florida Administrative Code (FAC). The FAC provides guidance and establishes the general operating procedures for the administration of the Local Government Surplus Trust Funds. Additionally, the Florida Auditor General performs an operational audit of activities and investments of the SBA. GASB Statement 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, applies to Florida PRIME. GASB Statement 31 outlines the two options for accounting and reporting for money market investment pools as either "2a-7 like" or fluctuating net asset value (NAV). GASB Statement 31 describes a "2a-7 like" pool as an external investment pool that is not registered with the Securities and Exchange Commission (SEC) as an investment company, but nevertheless has a policy that it will operate in a manner consistent with Rule 2a-7 under the Investment Company Act of 1940. Rule 2a-7 is the rule that permits money market funds to use amortized cost to maintain a constant NAV of $1 per share, provided that such funds meet certain conditions. City investments with the SBA may be made or liquidated by wire on a same day basis, subject to limitations described in Note 3. These funds are considered a SEC “2a-7 like” fund and are recorded at fair value.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Receivables and Payables

Interfund transactions are reflected as loans, services provided, reimbursements, or transfers. Loans between funds outstanding at the end of the fiscal year are referred to as either "due to other funds" or "due from other funds" (i.e., the current portion of interfund loans) or "advances" (i.e., the noncurrent portion of interfund loans). Any residual balances outstanding between governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances" and are not eliminated in the process of consolidation.

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

Services provided, deemed to be at market, or near market rates, are treated as revenues and expenditures/expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund, and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide columnar presentation. All proprietary fund receivables are shown net of an allowance for uncollectibles. The City's allowance estimate is based on historical collection experience and a review of the current status of accounts receivable.

Inventory and Prepaid Items

Inventory in governmental funds is valued at the lower of cost or net realizable value using the first in/first out (FIFO) method. A portion of the General Fund balance equal to the inventory amount has been reserved in the fund financial statements to indicate that it is not available for appropriation.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaids in both government-wide and fund financial statements.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (roads, bridges, infrastructure, water and sewer distribution systems and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets costing in excess of $5,000 with estimated useful lives in excess of one year. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized in proprietary funds as projects are constructed.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets (Continued)

Capital assets are stated at cost, except for contributed assets, which are recorded at acquisition value on the date received by the City. Property, plant and equipment of the Primary Government are depreciated/amortized using the straight-line method generally over the following estimated useful lives:

	Years
Buildings	40
Improvements other than buildings	10 - 40
Machinery and equipment	5 - 10

Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation leave and associated employee-related costs. A liability for these amounts is reported in governmental fund financial statements only if they have matured, for example, as a result of employee resignations and retirements.

Long-Term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary funds statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed as incurred.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, gains/loss from refunding, as well as bond issuance costs during the current period. The face amount of debt issued is reported as other financing sources. Premiums and gains from refundings received on debt issuances are reported as other financing sources while discounts and losses from refundings on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Pension Liability (Asset)

For purposes of measuring the net pension liability (asset), deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City's Pension Trust Funds (the "Plans"), as well as the Florida Retirement Systems (FRS) and Health Insurance Subsidy (HIS) plans (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by the Plan and FRS. For this purpose, benefit payments (including refunds of employee contributions, if any) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Fund Balance

GASB Statement 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Fund balance classifications, under GASB Statement 54, are as follows:

Nonspendable – includes amounts that are not in spendable form or legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash, for example: inventories, deposits, prepaids, and advances to other funds.

Restricted – includes amounts that can be spent only for the specific purposes stipulated by external resource providers, constitutionally or through enabling legislation. Restrictions may effectively be changed or lifted only with the consent of resource providers.

Committed – includes fund balance amounts that can be used only for the specific purposes that are internally imposed by a formal action (Resolution) of the government's highest level of decision-making authority, the City Commission. Commitments may be changed or lifted only by the City taking the same formal action (Resolution) that imposed the constraint. Contractual obligations are included to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual obligations.

Assigned – includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted or committed. Intent is expressed by the City Commission or a body (for example: a budget or finance committee) or official to which the City Commission has delegated the authority to assign amounts to be used for specific purposes. This indicates that resources in these funds are, at a minimum, intended to be used for the purposes of that fund. The City Commission has not authorized a specific party to assign fund balance. The City Commission may assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's budget.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balance (Continued)

Unassigned – includes residual positive fund balance within the General Fund which has not been classified within the other above mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

These classifications reflect not only the nature of funds, but also provide clarity to the level of restriction placed on fund balances. Fund balance can have different levels of restraint, such as external versus internal compliance requirements. Unassigned fund balance is a residual classification with the General Fund. The General Fund is the only fund that reports a positive unassigned balance. In all other funds, unassigned is limited to negative residual fund balance.

In circumstances when an expenditure is made for a purpose for which amounts are available in multiple fund balance classifications, fund balance is generally depleted in the order of restricted, committed, assigned, and unassigned.

Net Position

Net position is classified in three categories. The general meaning of each is as follows:

Net investment in capital assets – represents the cost of capital assets, less accumulated depreciation reduced by the outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets.

Restricted – this category includes resources restricted by creditors, grantors, contributors, laws or regulations of other governments, constitutional provisions, or enabling legislation.

Unrestricted – indicates that portion of net position that is available for future periods.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first and then unrestricted resources, as they are needed.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. See Note 8 and Note 11 for additional information on the City’s deferred outflows of resources.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Outflows/Inflows of Resources (Continued)

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City currently has one item that qualifies for reporting in this category which relates to the City's pension plan. See Note 6 for additional information on the City's deferred inflows of resources related to pensions.

Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Budgets

Budgets are adopted on a basis consistent with GAAP. Annual appropriated budgets are adopted by ordinance for all governmental and proprietary funds. However, budgets for proprietary funds are not legally required to be reported on and are not included in these financial statements. All appropriations lapse at fiscal year-end except for appropriations related to multi-year capital projects. Florida Statutes provide that it is unlawful to make expenditures that exceed the total amount budgeted for each fund. Chapter 129, Florida Statutes, governs the manner in which the budget may be legally amended once it has been approved. Therefore, the fund level is the legal level of control for budget considerations according to Florida Statutes.

The City sets the legal level of budgetary control at the fund level. The transfer of budgeted amounts within departments may be requested by department heads and may be made upon approval by the Finance Director and City Manager. Budgetary transfers between funds or changes in the total budget of a fund require approval of the City Commission through the passage of a resolution which is required to be posted on the City's website. The schedule of expenditures by department budget and actual is presented in the financial statements to demonstrate compliance with the previous City policy which required budget approvals at the total department level. The City issues a separate budgetary report to demonstrate compliance with the new policy due to the exceptionally low level at which budgetary control has been set.

NOTE 2. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY (CONTINUED)

Budgets (Continued)

If, during the fiscal year, additional revenue becomes available for appropriations in excess of those estimated in the budget, the City Commission by resolution can make supplemental appropriations for the year. During the current fiscal year, various supplemental appropriations were approved by the City Commission. Budgetary data presented in the accompanying basic financial statements in the final budgeted amounts column represents the final budgetary data. In this column, the effects of budget amendments have been applied to original budgetary data.

Encumbrances

Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of resources that are recorded in order to reserve that portion of the applicable appropriation, is employed in the governmental funds. Encumbrances outstanding at year-end are reported as commitments of fund balances and do not constitute expenditures or liabilities because the commitments will be re-appropriated and honored during the subsequent year. All encumbrances were closed at the end of the year. Therefore, no provision for encumbrances has been made at September 30, 2025.

NOTE 3. DEPOSITS AND INVESTMENTS

Deposits

Deposit policies – The City's cash and cash equivalents (including restricted assets) include cash on hand, demand deposits, short-term highly liquid debt instruments with original maturities of three months or less from the date of acquisition, pooled investments and money market funds.

Custodial credit risk – There is a risk that in the event of failure of a depository financial institution, the government will not be able to recover their deposits. It is the City's policy to maintain its deposits only with qualified public depositories as defined in Chapter 280, Florida Statutes. The provisions of this statute allow qualified public depositories to participate in a multiple financial institution collateral pool to ensure security for public deposits. All qualified public depositories must place with or in the name of the Chief Financial Officer of the State of Florida, collateral in the amount of the average daily balance of public deposits multiplied by the average monthly balance of public deposits or 125% of the average daily balance of public deposits greater than capital. In the event of default by a qualified public depository, excess losses over insurance and collateral will be recovered through assessments from all qualified public depositories of the same type as the depository in default. Under this method, all City's deposits are considered fully insured. The City has no further custodial credit risk policy.

NOTE 3. DEPOSITS AND INVESTMENTS (CONTINUED)

Deposits (Continued)

At September 30, 2025, the carrying amount of the City's checking accounts was $13,755,380 and the bank balance was $13,751,683.

City Investments

Florida Statutes authorize investments that include money market accounts, savings accounts, repurchase agreements, the Florida State Board of Administration (SBA) Florida PRIME, obligations of the U.S. Government, governmental agencies guaranteed by the U.S. Government, and certain bond mutual funds.

At September 30, 2025, the City held $7,191,156 in Florida PRIME. Florida PRIME is an external investment pool governed by Chapters 215 and 218, Florida Statutes, and SBA Rules, Chapter 19-7, *Florida Administrative Code*. The purpose of Chapter 218, Part IV, Florida Statutes, is to promote through state assistance, the maximization of net interest earnings on invested surplus funds of units of local government, based on the principles of investor protection, mandated transparency, and proper governance, with the goal of reducing the need for imposing additional taxes. The primary investment objectives, in priority order, are safety, liquidity, and competitive returns with minimization of risks. Florida PRIME is rated AAAm by Standard and Poor's Rating Services. The dollar weighted average days to maturity (WAM) of Florida Prime at September 30, 2025 is 47 days. The weighted average life (WAL) of Florida PRIME at September 30, 2025 is 73 days.

Interest rate risk – The City does not have a formal policy relating to interest rate risk.

Credit risk – For an investment, this is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of the outside party. All the City's investments are excluded from the definition of custodial credit risk. The City has no investment policy regarding credit risk.

Concentrations of credit risk – The City places no limits on the amount it may invest on any one issuer. As of September 30, 2025, the City did not hold any investments that were considered to be a concentration of credit risk.

Investments are stated at amortized cost in accordance with GASB 79. Per GASB 79, if a participant has an investment in a qualifying external investment pool that measures for financial reporting purposes all of its investments at amortized cost it should disclose the presence of any limitations or restrictions on withdrawals (such as redemption notice periods, maximum transaction amounts, and the qualifying external investment pool's authority to impose liquidity fees or redemption gates) in notes to the financial statements.

NOTE 3. DEPOSITS AND INVESTMENTS (CONTINUED)

City Investments (Continued)

Chapter 218.409(8)(a), Florida Statutes, states, the principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the Executive Director may extend the moratorium until the Trustees are able to meet to review the necessity for the moratorium.

If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days.

As of September 30, 2025, there were no redemption fees, maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100% of their account value.

Pension Trust Funds Investments

As of September 30, 2025, the City's pension trust funds had the following investments:

Pension Trust Fund Investments	Fair Value
Fixed income	$ 7,911,143
Domestic equity	7,703,019
International equity	1,773,621
	$ 17,387,783

NOTE 3. DEPOSITS AND INVESTMENTS (CONTINUED)

Pension Trust Fund Investments (Continued)

Fair Value Measurements

The City categorizes its fair value measurements within fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs for similar assets, and Level 3 inputs are significant unobservable inputs. The City has the following recurring fair value measurements as of September 30, 2025:

	Level 1	Level 2	Level 3	Fair Value
Pension Trust Fund Investments				
Fixed income	$ -	$ 7,911,143	$ -	$ 7,911,143
Domestic equity	-	7,703,019	-	7,703,019
International equity	-	1,773,621	-	1,773,621
	$ -	$ 17,387,783	$ -	$ 17,387,783

Securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices. Securities classified in Level 3 are valued using discounted cash flow techniques.

NOTE 4. ACCOUNTS RECEIVABLE

Accounts receivable at September 30, 2025 were as follows:

	General Fund	Electric Fund	Water and Sewer Fund	Solid Waste Fund	Total
Accounts receivable	$ 303,438	$ 1,399,028	$ 845,618	$ 361,986	$ 2,910,070
Due from other governments	564,662	-	744,987	-	1,309,649
Assessments receivable	-	-	225,210	-	225,210
Less allowance for doubtful accounts	(45,000)	(40,000)	(2,411)	(5,961)	(93,372)
	$ 823,100	$ 1,359,028	$ 1,813,404	$ 356,025	$ 4,351,557

Due from Other Governments

Amounts due from other governments in the General Fund relate to grant and other intergovernmental revenue.

NOTE 5. INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

The composition of interfund balances as of September 30, 2025 is as follows:

Due From/To Other Funds

Due from/to other funds generally represent recurring activities between funds, as well as temporary cash deficits. Balances as of September 30, 2025 were as follows:

	Due From				
Due To	General Fund	Electric Fund	Water and Sewer Fund	Solid Waste Fund	Total
General Fund	$ -	$ -	$ 281,516	$ 12,374	$ 293,890
Grants Fund	-	8	-	-	8
Electric Fund	1,124,667	-	2,011,836	-	3,136,503
Solid Waste Fund	-	100,636	20	-	100,656
Total	$ 1,124,667	$ 100,644	$ 2,293,372	$ 12,374	$ 3,531,057

Interfund Transfers

Interfund transfers represent transfers of funds for operating purposes from the fund that collected them to the fund that is authorized to expend them.

	Transfers Out			
Transfers In	Electric Fund	Water and Sewer Fund	Solid Waste Fund	Total
General Fund	$ 700,000	$ 250,000	$ 171,200	$ 1,121,200
Water and Sewer Fund	5,000	-	-	5,000
	$ 705,000	$ 250,000	$ 171,200	$ 1,126,200

NOTE 6. CAPITAL ASSETS

Capital asset balances and activity for the year ended September 30, 2025 were as follows:

	Beginning Balance	Additions	Deletions	Transfers	Ending Balance
Governmental activities					
Capital assets not being depreciated					
Land	$ 1,836,719	$ -	$ -	$ -	$ 1,836,719
Construction in progress	-	128,908	-	-	128,908
Total assets not being depreciated	1,836,719	128,908	-	-	1,965,627
Capital assets being depreciated					
Buildings	6,112,658	-	-	-	6,112,658
Improvements other than buildings	19,713,307	561,897	-	-	20,275,204
Machinery and equipment	6,313,916	392,491	-	-	6,706,407
Total assets being depreciated	32,139,881	954,388	-	-	33,094,269
Less accumulated depreciation					
Buildings	(3,755,995)	(144,855)	-	-	(3,900,850)
Improvements other than buildings	(8,776,308)	(237,387)	-	-	(9,013,695)
Machinery and equipment	(4,182,486)	(457,535)	-	-	(4,640,021)
Total accumulated depreciation	(16,714,789)	(839,777)	-	-	(17,554,566)
Total assets depreciated, net	15,425,092	114,611	-	-	15,539,703
Governmental activities, net	$ 17,261,811	$ 243,519	$ -	$ -	$ 17,505,330

	Beginning Balance	Additions	Deletions	Transfers	Ending Balance
Business-type activities					
Capital assets not being depreciated					
Land	$ 670,142	$ -	$ -	$ -	$ 670,142
Construction in progress	2,357,977	661,553	-	(1,318,161)	1,701,369
Total assets not being depreciated	3,028,119	661,553	-	(1,318,161)	2,371,511
Capital assets being depreciated					
Buildings	448,495	-	-	-	448,495
Improvements other than buildings	50,508,666	24,711	-	1,318,161	51,851,538
Machinery and equipment	14,506,698	2,886,897	(731,732)	-	16,661,863
Total assets being depreciated	65,463,859	2,911,608	(731,732)	1,318,161	68,961,896
Less accumulated depreciation					
Buildings	(390,642)	(9,187)	-	-	(399,829)
Improvements other than buildings	(23,123,827)	(1,217,555)	-	-	(24,341,382)
Machinery and equipment	(9,575,099)	(515,469)	731,732	-	(9,358,836)
Total accumulated depreciation	(33,089,568)	(1,742,211)	731,732	-	(34,100,047)
Total assets depreciated, net	32,374,291	1,169,397	-	1,318,161	34,861,849
Business-type activities, net	$ 35,402,410	$ 1,830,950	$ -	$ -	$ 37,233,360

NOTE 6. CAPITAL ASSETS (CONTINUED)

Depreciation expense was charged to function/programs of the City as follows:

Governmental activities	
General government	$ 41,989
Public safety	243,535
Transportation	243,535
Physical environment	8,398
Economic environment	33,591
Culture and recreation	260,331
Human services	8,398
	$ 839,777
Business-type activities	
Electric	$ 517,824
Water and sewer	1,056,670
Solid waste	167,717
	$ 1,742,211

NOTE 7. LONG-TERM DEBT

Long-term debt activity for the year ended September 30, 2025 is summarized as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities					
Notes payable from direct borrowings					
Notes payable - bank	$ 1,200,000	$ -	$ (109,399)	$ 1,090,601	$ 111,684
Net pension liability	3,071,273	1,496,597	(1,734,006)	2,833,864	-
Total OPEB liability	722,479	76,776	(62,072)	737,183	-
Compensated absences	195,921	38,291	-	234,212	106,898
Total governmental activities	$ 5,189,673	$ 1,611,664	$ (1,905,477)	$ 4,895,860	$ 218,582
Business-type activities					
Bonds payable	$ 10,925,000	$ -	$ (314,000)	$ 10,611,000	$ 327,000
Notes payable from direct borrowings	4,097,354	-	(278,888)	3,818,466	300,899
Net pension liability	-			-	-
Total OPEB liability	367,580	39,060	(31,580)	375,060	-
Compensated absences	129,266	-	(29,295)	99,971	50,903
Total business-type activities	$ 15,519,200	$ 39,060	$ (653,763)	$ 14,904,497	$ 678,802

For the governmental activities, the net pension liability and total OPEB liability are generally liquidated by the General Fund.

NOTE 7. LONG-TERM DEBT (CONTINUED)

GOVERNMENTAL ACTIVITIES	
Notes Payable from Direct Borrowings	
$1,200,000 note payable to a bank, dated January 16, 2024, payable in annual payments of $133,799, including interest at 2.20%, with the first payment due on January 16, 2025. The final maturity date of the loan is January 16, 2034. Proceeds were used for golf course improvements.	$ 1,090,601
BUSINESS-TYPE ACTIVITIES	
Revenue Bonds	
Water and Sewer Revenue Bonds - Series 2007A. 4.125% revenue bonds payable, issued on June 7, 2007, to finance improvements to the water system; payment of principal, interest, and reserve account contributions are secured by net revenues of the water and sewer system; bonds mature serially on September 1, each year until the year 2046.	$ 5,896,000
Water and Sewer Revenue Bonds - Series 2007B. 4.125% revenue bonds payable, issued on June 7, 2007, to finance improvements to the water system; payment of principal, interest, and reserve account contributions are secured by net revenues of the water and sewer system; bonds mature serially on September 1, each year until the year 2046.	4,715,000
Notes Payable from Direct Borrowings	
Notes payable to Florida Department of Environmental Protection, State Revolving Fund with the beginning of the repayment period on October 15, 2010. The two notes are payable in 40 semi-annual payments in a combined amount of $30,940, including interest at the rate of 1.42%, beginning April 15, 2011. The maturity date of the loans is October 15, 2030. Loans are secured by net revenues of the water and sewer systems. Proceeds from the loans were used to construct improvements to the sewer system.	326,340
Note payable to the Florida Department of Environmental Protection - State Revolving Fund with the beginning of the repayment period to be first principal payment due on January 15, 2019. The payments are principal only and are made semiannually in the amount of $10,676. There are 60 payments. The final maturity date of the loan is July 15, 2048. Proceeds from the loan were used to update the Master Lift Station of the City Sewer system.	491,084
Note payable to the Florida Department of Environmental Protection - State Revolving Fund with the beginning of the repayment period to be first principal payment due on October 15, 2020. The payments are principal only and are made semiannually in the amount of $16,126. Proceeds from the loan were used for an inflow and infiltration study.	169,534
Note payable to the Florida Department of Environmental Protection - State Revolving Fund with the beginning of the repayment period to be first principal payment due on March 15, 2022. The payments are principal only and are made semiannually in the amount of $12,265. Proceeds from the loan were used for an inflow and infiltration study.	358,951
Note payable to the Florida Department of Environmental Protection - State Revolving Fund with the beginning of the repayment period to be first principal payment due in 2025. The payments are principal only and are made semiannually in the amount of $16,253. Proceeds from the loan were used for rehab and replacement of pumps, control boxes, force mains and generators.	591,000
Note payable to Financial Institution with the first principal payment due on February 1, 2024. The payments are principal and interest at 3.91% through February 1, 2033 and are made annually in the amount of $120,652.	815,351
Note payable to the Florida Municipal Power Agency with the beginning of the repayment period to be first principal payment due on April 1, 2022. The payments are principal only and are made semiannually in the amount of $51,435.	1,066,206
Total business-type activities	$ 14,429,466

NOTE 7. LONG-TERM DEBT (CONTINUED)

The annual requirements to amortize all debt outstanding as of September 30, 2025 are outlined in the table below:

GOVERNMENTAL ACTIVITIES

Fiscal Year	Notes Payable from Direct Borrowings		
	Principal	Interest	Total
2026	$ 111,684	$ 22,115	$ 133,799
2027	113,949	19,850	133,799
2028	116,259	17,540	133,799
2029	118,575	15,224	133,799
2030	121,021	12,778	133,799
2031-2034	509,113	26,083	535,196
	$ 1,090,601	$ 113,590	$ 1,204,191

BUSINESS-TYPE ACTIVITIES

Fiscal Year	Revenue Bonds			Notes Payable from Direct Borrowings		
	Principal	Interest	Total	Principal	Interest	Total
2026	$ 327,000	$ 437,704	$ 764,704	$ 300,899	$ 57,094	$ 357,993
2027	340,000	424,215	764,215	323,080	51,166	374,246
2028	355,000	410,190	765,190	329,184	45,062	374,246
2029	369,000	395,546	764,546	335,470	38,777	374,247
2030	384,000	380,325	764,325	341,943	32,303	374,246
2031-2035	2,172,000	1,650,495	3,822,495	1,433,084	48,595	1,481,679
2036-2040	2,660,000	1,163,869	3,823,869	441,899	2,317	444,216
2041-2045	3,256,000	567,930	3,823,930	248,855	-	248,855
2046-2048	748,000	30,855	778,855	64,052	-	64,052
	$ 10,611,000	$ 5,461,129	$ 16,072,129	$ 3,818,466	$ 275,314	$ 4,093,780

NOTE 8. PENSION PLANS

A – Cost Sharing Multiple Employer Defined Benefit Plans

The City participates in two defined benefit pension plans (Plans) that are administered by the State of Florida, Department of Management Services, Division of Retirement. The Plans provide retirement, disability or death benefits to retirees or their designated beneficiaries. Chapter 121, Florida Statutes, establishes the authority for benefit provisions. Changes to the law can only occur through an act of the Florida Legislature. The State of Florida issues a publicly available financial report that includes financial statements and required supplementary information for the Plans. That report is available from the Florida Department of Management Services' website at www.dms.myflorida.com.

NOTE 8. PENSION PLANS (CONTINUED)

A – Cost Sharing Multiple Employer Defined Benefit Plans (Continued)

Membership in the Florida Retirement System is compulsory for all of the City's certified police officers hired after February 1, 2004. All certified police officers hired prior to February 1, 2004, were allowed to elect to participate in the Florida Retirement System or remain in the existing City pension plan.

The FRS has five classes of membership. The City's certified law enforcement officers belong to one of the five classes, the Special Risk Class.

The Florida Retirement System (FRS) Pension Plan is a cost-sharing, multiple-employer defined benefit pension plan with a Deferred Retirement Option Program (DROP) available for eligible employees. FRS was established and is administered in accordance with Chapter 121, Florida Statutes. Retirees receive a lifetime pension benefit with joint and survivor payment options. FRS membership is compulsory for employees filling regularly established positions in a state agency, county agency, state university, state college, or district school board, unless restricted from FRS membership under Sections 121.053 or 121.122, Florida Statutes, or allowed to participate in a defined contribution plan in lieu of FRS membership. Participation by cities, municipalities, special districts, charter schools and metropolitan planning organizations is optional.

The Retirees' Health Insurance Subsidy (HIS) Program is a cost-sharing, multiple-employer defined benefit pension plan established and administered in accordance with Section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. To be eligible to receive a HIS benefit, a retiree under a state administered retirement system must provide proof of eligible health insurance coverage, which can include Medicare.

Benefits Provided

Benefits under FRS are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement plan and/or class to which the member belonged when the service credit was earned.

Eligible retirees and beneficiaries receive a monthly HIS payment equal to the number of years of service credited at retirement multiplied by $5. The minimum payment is $30 and the maximum payment is $150 per month, pursuant to Section 112.363, Florida Statutes.

NOTE 8. PENSION PLANS (CONTINUED)

A – Cost Sharing Multiple Employer Defined Benefit Plans (Continued)

Contributions

The contribution requirements of plan members and the employer are established and may be amended by the Florida Legislature. Employees are required to contribute 3% of their salary to FRS. The employer's contribution rates for the period October 1, 2024 through June 30, 2025, and July 1, 2025 through September 30, 2025, were as follows: Regular Class 13.63% and 14.03%, Senior Management 34.52% and 33.24%, Elected Officials 58.68% and 54.57%, and DROP Participants 21.13% and 22.02%. The City's contributions for the year ended September 30, 2025 were $295,094 to FRS and $23,174 to HIS.

Pension Liabilities and Pension Expense

In its financial statements for the year ended September 30, 2025, the City reported a liability for its proportionate shares of the net pension liabilities. The net pension liabilities were measured as of June 30, 2025, and the total pension liabilities used to calculate the net pension liability were determined by an actuarial valuation dated July 1, 2025. The City's proportions of the net pension liabilities were based on the City's share of contributions to the pension plans relative to the contributions of all participating entities, actuarially determined.

	FRS	HIS
Net pension liability	$ 1,435,746	$ 316,740
Proportion at:		
Current measurement date	0.0046262%	0.0024712%
Prior measurement date	0.0041717%	0.0021455%
Pension expense (benefit)	$ 174,150	$ 12,085

As of September 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	FRS		HIS	
Description	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 153,353	$ -	$ 1,891	$ 502
Change of assumptions	166,727	-	2,803	76,611
Net difference between projected and actual earnings on Pension Plan investments	-	239,712	-	264
Changes in proportion and differences between City Pension Plan contributions and proportionate share of contributions	205,662	51,172	61,963	20,237
City Pension Plan contributions subsequent to the measurement date	75,259	-	5,471	-
Total	$ 601,001	$ 290,884	$ 72,128	$ 97,614

NOTE 8. PENSION PLANS (CONTINUED)

A – Cost Sharing Multiple Employer Defined Benefit Plans (Continued)

Pension Liabilities and Pension Expense (Continued)
Deferred outflows of resources related to employer contributions paid subsequent to the measurement date and prior to the employer's fiscal year-end will be recognized as a reduction of the net pension liability in the reporting period ending September 30, 2026. Other pension related amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in pension expense as follows:

Fiscal Year Ending September 30:	FRS	HIS
2026	$ 679,928	$ (6,829)
2027	(120,805)	(8,176)
2028	(180,789)	(6,884)
2029	(143,476)	(5,517)
2030	-	(3,551)
Thereafter	-	-
	$ 234,858	$ (30,957)

Actuarial Assumptions
The total pension liability for each of the defined benefit plans, measured as of June 30, 2025 was determined by an actuarial valuation dated July 1, 2025, using the individual entry age normal actuarial cost method and the following significant actuarial assumptions:

	FRS	HIS
Inflation	2.40%	2.40%
Salary increases	3.50%	3.50%
Investment rate of return	6.70%	N/A
Discount rate	6.70%	5.20%

Mortality assumptions for both plans were based on the PUB-2010 tables with Scale MP-2018.

For both plans, the actuarial assumptions used in the valuation dated July 1, 2025 were based on the results of an actuarial experience study for the period July 1, 2018 through June 30, 2023.

The following changes in key actuarial assumptions occurred in 2025:

HIS: The municipal bond index rate and the discount rate used to determine the total pension liability increased from 3.93% to 5.20%.

NOTE 8. PENSION PLANS (CONTINUED)

A – Cost Sharing Multiple Employer Defined Benefit Plans (Continued)

Actuarial Assumptions (Continued)

The long-term expected investment rate of return was not based on historical returns, but instead was based on a forward-looking capital market economic model. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. For the FRS Pension Plan, the table below summarizes the target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class:

Asset Class	Target Allocation [1]	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	3.2%	3.2%	1.1%
Fixed income	29.0%	5.5%	5.4%	4.0%
Global equity	45.0%	8.5%	6.9%	18.3%
Real estate	12.0%	8.4%	7.1%	16.8%
Private equity	11.0%	12.4%	8.8%	28.4%
Strategic investments	2.0%	6.5%	6.1%	8.7%
Total	100.0%			
Assumed Inflation - Mean			2.4%	1.5%

[1] As outlined in the Pension Plan's investment policy

Discount Rate

The discount rate used to measure the total pension liability for FRS was 6.70%. FRS' fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

Because HIS is essentially funded on a pay-as-you-go basis, a municipal bond rate of 5.20% was used to determine the total pension liability for the program. The Bond Buyer General Obligation Bond 20-Bond Municipal Bond Index was used as the applicable municipal bond index.

NOTE 8. PENSION PLANS (CONTINUED)

A – Cost Sharing Multiple Employer Defined Benefit Plans (Continued)

Sensitivity Analysis

The following tables demonstrate the sensitivity of the net pension liability to changes in the discount rate. The sensitivity analysis shows the impact to the employer's proportionate share of the net pension liability if the discount rate was 1% higher or 1% lower than the current discount rate.

	FRS			HIS		
	1% Decrease (5.70%)	Current Discount Rate (6.70%)	1% Increase (7.70%)	1% Decrease (4.20%)	Current Discount Rate (5.20%)	1% Increase (6.20%)
City's proportionate share of the net pension liability	$ 2,817,632	$ 1,435,746	$ 277,195	$ 357,175	$ 316,740	$ 282,827

Pension Plan Fiduciary Net Position

Detailed information regarding the pension plans' fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Annual Comprehensive Financial Report.

Payables to the Pension Plan

At September 30, 2025, the City reported a payable in the amount of $0 for outstanding contributions to the Pension Plan required for the fiscal year ended September 30, 2025.

B – Frozen Single Employer Defined Benefit Pension Plan

The City sponsors a single employer defined benefit pension plan. Standard Retirement Services, Inc. was appointed by the City as plan administrator and is responsible for all administrative, actuarial, and investment management decisions for the City of Clewiston Pension Plan (Plan). Future retirees will have their benefits paid directly from the plan assets instead of through purchased annuities.

The City elected to freeze the benefits, except for cost of living increases, under the defined benefit plan effective October 1, 2012. No new members will be added to the plan after September 30, 2012.

The Plan does not issue a separate stand-alone financial report. The financial information is included as a Pension Trust Fund in the City's financial statements.

NOTE 8. PENSION PLANS (CONTINUED)

B – Frozen Single Employer Defined Benefit Pension Plan (Continued)

Membership

Membership in the Plan consisted of the following at October 1, 2025 the date of the latest actuarial valuation:

Active plan members	21
Retirees and beneficiaries currently receiving benefits	62
Terminated with vested deferred benefits	63
Total	146

Contributions

The City did not make a contribution for the fiscal year ended September 30, 2025.

Investment Policy

The following was the Board's adopted asset allocation policy and the best estimates of arithmetic real rates of return for each major asset class as of September 30, 2025:

Asset Class	Allocation Policy	Long-Term Expected Real Rate of Return	Long-Term Expected Nominal Rate of Return
Domestic equity	72.25%	4.60%	7.10%
International equity	10.61%	4.95%	7.45%
Fixed income	15.91%	2.70%	5.20%
Real estate and alternatives	0.00%	3.98%	6.48%
General account	1.23%	1.19%	3.69%
Total (weighted avg. rounded to 1/4%)	100.00%		6.50%

Concentrations

There were no investments (other than U.S. Government and U.S. Government-guaranteed obligations) that represent more than 5% of net position restricted for benefits.

There are no investments in, loans to, or leases with, any City official, government employer official, party related to a town official or government employer official, non-employer contributor, or organization included in the reporting entity.

Rate of Return

For the year ended September 30, 2025, the annual money-weighted rate of return on the City's pension plan investments, net of pension plan investment expense, was 9.71%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

NOTE 8. PENSION PLANS (CONTINUED)

B – Frozen Single Employer Defined Benefit Pension Plan (Continued)

Net Pension Liability of the City

Effective October 1, 2014, the City implemented the provisions of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*, as well as Statement No. 71, *Pension Transition for Contributions made Subsequent to the Measurement Date – an amendment of GASB Statement No. 68*. The information disclosed on the following pages is presented in accordance with these standards. The City's Plan does not issue separate financial statements.

The measurement date for the City's net pension asset is September 30, 2025. The total pension liability used to calculate the net pension asset was determined as of that date. The components of the net pension asset of the City for its September 30, 2025, financial statements, were as follows:

Total pension liability	$ 13,562,398
Plan fiduciary net position	(16,510,845)
City's net pension liability (asset)	$ (2,948,447)
Plan fiduciary net position as a percentage of total pension liability	121.74%

For the year ended September 30, 2025, the City recognized pension expense of ($1,369,665) for the Plan. At September 30, 2025, the City reported deferred outflows of resources and deferred inflows related to its pension plan from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual earnings on pension plan investments	$ -	$ 1,568,360
Total	$ -	$ 1,568,360

NOTE 8. PENSION PLANS (CONTINUED)

B – Frozen Single Employer Defined Benefit Pension Plan (Continued)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to the plans will be recognized in pension expense as follows:

Year ended September 30,		
2026	$	(4,887)
2027		(849,771)
2028		(614,893)
2029		(98,809)
Total	$	(1,568,360)

The required schedule of changes in the City's net pension liability (asset) and related ratios immediately following the notes to the financial statements presents multi-year trend information about whether the value of plan assets is increasing or decreasing over time relative to the total pension liability.

Actuarial Assumptions
The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Discount Rate
The discount rate used to measure the total pension liability for the Plan was 6.50%.

The projection of cash flows used to determine the discount rate assumed that sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

NOTE 8. PENSION PLANS (CONTINUED)

B – Frozen Single Employer Defined Benefit Pension Plan (Continued)

Changes in the Net Pension Liability of the City

The changes in the components of the net pension liability of the City for the fiscal year ended September 30, 2025, were as follows:

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a-b)
Balances at September 30, 2024	$ 14,244,456	$ 15,757,473	$ (1,513,017)
Changes for the year:			
Interest	902,354	-	902,354
Differences between expected and actual experience	(900,415)	-	(900,415)
Assumption changes	40,181	-	40,181
Benefit payments and refunds	(724,178)	(724,178)	-
Contributions - employer	-	-	-
Net investment income	-	1,494,264	(1,494,264)
Administrative expenses	-	(16,714)	16,714
Net change	(682,058)	753,372	(1,435,430)
Balances at September 30, 2025	$ 13,562,398	$ 16,510,845	$ (2,948,447)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liabilities of the City, calculated using the discount rates noted above, as well as what the City's net pension liabilities would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

	1% Decrease 5.50%	Current Discount Rate 6.50%	1% Increase 7.50%
City's Net Pension Liability (asset) - 9/30/25	$ (1,437,379)	$ (2,948,447)	$ (4,217,751)

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future, and actuarially determined amounts are subject to continual revision as results are compared to past expectations and new estimates are made about the future. Actuarial calculations reflect a long-term perspective. Calculations are based on the substantive plan in effect as of September 30, 2025 and the current sharing pattern of costs between employer and employee.

NOTE 8. PENSION PLANS (CONTINUED)

C – Firefighters' Retirement Plan

During December 2021, the City passed a resolution to participate in the Florida Pension Municipal Trust Fund Defined Benefit Plan and Trust for all full-time and volunteer firefighters hired by the City on or after January 1, 2022. All firefighters shall become eligible to participate in the plan immediately when hired. Social Security coverage is also provided to the firefighters.

The following information about the Plan is provided for general information purposes only. Participants should refer to the Plan documents for more complete information.

Basis of Accounting

The Plan's financial statements are prepared using the accrual basis of accounting. Contributions from the Plan's members are recognized as revenue in the period in which the contributions are due. Contributions from the City, as calculated by the Plan's actuary, are recognized as revenue when due and when the City has made a formal commitment to provide contributions. Expenses are recognized in the accounting period incurred, if measurable. Benefits and refunds are recognized when due and payable in accordance with the terms of the Plan.

Pension Plan Description

Name of the pension plan	City of Clewiston Firefighters Retirement System.
Legal plan administrator	Board of Trustees of the Firefighters Retirement System.
Plan type	Single-employer defined benefit pension plan.
Number of covered individuals	27 (two inactive employees or beneficiaries currently receiving benefits; four inactive employee entitled to but not yet receiving benefits; 21 active employees).
Contribution requirement	Employer contributions are actuarially determined; employees must contribute 5.00% of pensionable earnings; employee contribution requirement may be amended by City ordinance, but employer contribution requirement is subject to state minimums.
Pension plan reporting	The Plan issues a stand-a/one financial report each year, which contains information about the Plan's fiduciary net position. The Plan's fiduciary net position has been determined on the same basis used by the pension plan and is equal to the market value of assets calculated under the accrual basis of accounting. This report is available to the public at the Plan's administrative office: Retirement Department, Florida League of Cities, Inc., P.O. Box 1757, Tallahassee, FL 32302, (800) 342-8112.
Description of the benefits provided	
Employees covered	All full-time and volunteer firefighters of the City of Clewiston other than part-time and auxiliary firefighters.
Types of benefits offered	Retirement, disability, and pre-retirement death benefits.
Monthly accrued benefit	2.75% of average earnings x service.

NOTE 8. PENSION PLANS (CONTINUED)

C – Firefighters' Retirement Plan (Continued)

Pension Plan Description (Continued)

Early retirement adjustment	Early retirement pension is reduced by 3% for each year by which the early retirement date precedes the normal retirement date.
Disability pension	Larger of basic pension formula or 42% of average earnings (for service-connected disabilities). Larger of basic pension formula or 25% of average earnings (for non-service-connected disabilities if the participant has earned at least 10 years of service). Disability benefits are offset as necessary to preclude the total of the disability benefit, worker's compensation, and other City-provided disability compensation from exceeding average earnings.
Pre-retirement death benefit	Actuarial equivalent of the basic pension formula payable for ten years upon the participant's death; a surviving spouse may choose to commence payments as of the participant's early or normal retirement age, subject to a 3% reduction for each year by which the participant's early retirement date precedes his normal retirement date (payable to the beneficiary of a vested participant). Return of accumulated employee contributions (payable to the beneficiary of a non-vested participant).
Normal retirement age	Age 55 with at least ten years of service, or Age 52 with at least 25 years of service.
Early retirement age	Age 50 with at least ten years of service.
Vesting requirement	100% vesting after ten years of service.
Form of payment	Actuarially increased single life annuity. Ten-year certain and life annuity. Actuarially equivalent 50%, 66½%, 75%, or 100% joint and contingent annuity.
Average earnings	Average of the highest five years of pensionable earnings out of the last ten years.
Cost-of-living adjustment	None provided.
DROP	A deferred retirement option plan (DROP) is available to those participants who have attained their normal retirement age and individuals may participate in the DROP for up to 60 months; DROP accounts are credited with interest at a flat rate of 6.50% per annum.

Plan Contributions

Funding for the Plan consists of contributions from members, the State of Florida, and the City. Plan members are required to contribute 2.5% of their annual covered compensation. The City is required to contribute the remaining amount to fund the Plan based on an actuarially determined rate recommended by an independent actuary. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by Plan members during the year. For the fiscal year ended September 30, 2025, the City's contribution rate averaged 71.54% of annual covered payroll. Plan provisions and contribution rates may be amended by the City Commission based upon the recommendations of the Board of Trustees, subject to minimum requirements of Florida Statutes.

NOTE 8. PENSION PLANS (CONTINUED)

C – Firefighters' Retirement Plan (Continued)

Plan Contributions (Continued)
The Florida Constitution requires local governments to make the actuarially determined contribution. The Florida Division of Retirement reviews and approves each local government's actuarial report prior to its being appropriated for use for funding purposes.

Pursuant to Chapters 175 and 185 of Florida Statutes, premium taxes on certain property and casualty insurance contracts written on City properties is collected by the State and is remitted to the Plan. This amount totaled $29,079 for the fiscal year ended September 30, 2025.

Rate of Return
For the year ended September 30, 2025, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was estimated to be 6.79%. The money weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested. Inputs to the money-weighted rate of return calculation are determined on a monthly basis.

Determination of the Long-Term Expected Rate of Return on Plan Assets
The long-term expected rates of return on classes of pension plan investments were developed by the investment consultant Asset Consulting Group (ACG) using Monte Carlo Simulations to analyze a range of possible outcomes and assist in making educated investment decisions. The output of the Monte Carlo Simulations is based on ACG's capital market assumptions that are derived from proprietary models based upon well-recognized financial principles and reasonable estimates about relevant future market conditions. The long-term expected rate of return was calculated by weighting the expected future real rates of return of each asset class by the target asset allocation percentage and by adding expected inflation.

Best estimates of arithmetic real rates of return for each major asset class included in the pension's target asset allocation as of September 30, 2025 are summarized in the following table:

Asset Class	Target Allocation	Expected Long-Term Real Rate of Return
Core bonds	15.00%	1.60%
Core plus	15.00%	2.10%
U.S. large cap equity	25.00%	4.60%
U.S. small cap equity	14.00%	5.50%
Non-U.S. equity	21.00%	6.70%
Core real estate	10.00%	5.00%
Total or weighted arithmetic average	100.00%	4.38%

NOTE 8. PENSION PLANS (CONTINUED)

C – Firefighters' Retirement Plan (Continued)

Discount Rate

The discount rate used to measure the total pension liability was 7%. The projection of cash flows used to determine the discount rate assumed that Plan member contributions will be made at the current contribution rate and the City contributions will be made a rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on Plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Net Pension Asset

The components of the net pension asset of the City as of September 30, 2025 were as follows:

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a-b)
Balances at September 30, 2024	$ 1,764,680	$ 629,065	$ 1,135,615
Changes for the year:			
Service cost	35,871	-	35,871
Interest	135,954	-	135,954
Differences between expected and actual experience	138,946	-	138,946
Assumption changes	-	-	-
Benefit payments and refunds	(30,461)	(30,461)	-
Contributions - employer	-	277,576	(277,576)
Contributions - state	-	29,079	(29,079)
Contributions - employees	-	17,663	(17,663)
Net investment income	-	59,504	(59,504)
Administrative expenses	-	(18,814)	18,814
Net change	280,310	334,547	(54,237)
Balances at September 30, 2025	$ 2,044,990	$ 963,612	$ 1,081,378

Total pension liability	$ 2,044,990
Plan fiduciary net position	(963,612)
City's net pension liability	$ 1,081,378
Plan fiduciary net position as a percentage of total pension liability	47.12%

NOTE 8. PENSION PLANS (CONTINUED)

C – Firefighters' Retirement Plan (Continued)

Sensitivity of the Net Position Asset to Changes in the Discount Rate

The following represents the net pension asset of the City, calculated using the discount rate of 7%, as well as what the City's net pension asset would be if it were calculated using a discount rate that is one percentage point lower (6%) or one percentage point higher (8%) than the current rate:

	1% Decrease 6.00%	Current Discount Rate 7.00%	1% Increase 8.00%
City's Net Pension Liability - September 30, 2025	$ 1,323,020	$ 1,081,378	$ 880,943

At September 30, 2025, the City reported a net pension liability of $1,081,378 for the Firefighters' Retirement Plan. The liability was measured as of September 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of October 1, 2024. The City's net pension liability was based on a projection of the pension plan relative to the projected contributions during the fiscal year ended September 30, 2025.

For the fiscal year ended September 30, 2025, the City recognized pension expense of $257,701. In addition, the City reported deferred outflows of resources and deferred inflows of resources related to the Plan from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 755,143	$ -
Differences between expected and actual earnings on pension plan investments	-	18,932
Total	$ 755,143	$ 18,932

The amounts reported as deferred outflows of resources and deferred inflows of resources related to the Plan will be recognized in the pension expense as follows:

Year ended September 30,	
2026	$ 138,223
2027	137,356
2028	136,701
2029	142,135
2030	143,337
Thereafter	38,459
Total	$ 736,211

NOTE 8. PENSION PLANS (CONTINUED)

C – Firefighters' Retirement Plan (Continued)

Sensitivity of the Net Position Asset to Changes in the Discount Rate (Continued)
Significant actuarial assumptions used in the October 1, 2024 valuation are as follows:

Inflation	0.00%
Salary increases	4.00%
Discount rate	7.00%
Investment rate of return	4.38%
Actuarial valuation date	10/1/2024

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future, and actuarially determined amounts are subject to continual revision as results are compared to past expectations and new estimates are made about the future. Actuarial calculations reflect a long-term perspective. Calculations are based on the substantive plan in effect as of September 30, 2025, and the current sharing pattern of costs between employer and employee.

Applicable totals for all of the City's defined benefit pension plans are reflected below:

	Pension Trust Fund	Fire Pension	FRS Pension	HIS Pension	Total
City's net pension asset	$ (2,948,447)	$ -	$ -	$ -	$ (2,948,447)
City's net pension liability	-	1,081,378	1,435,746	316,740	2,833,864
Deferred outflows of resources	-	755,143	601,001	72,128	1,428,272
Deferred inflows of resources	1,568,360	18,932	290,884	97,614	1,975,790
Pension expense (benefit)	(1,369,665)	257,701	174,150	12,085	(925,729)

NOTE 9. CURRENT DEFINED CONTRIBUTION PLAN FOR EMPLOYEES OTHER THAN CERTIFIED POLICE OFFICERS

Effective October 1, 2012, the City adopted a Supplemental Retirement Income Plan, a defined contribution plan, for all full-time regular employees other than firefighters, police officers, and City Commissioners. The plan is administered by the City of Clewiston in accordance with Internal Revenue Code Section 401(a). The City Commission has the authority to establish and amend benefit provisions. The City contributes 6% of each employee's qualified salary (excluding firefighters, police officers, City Commissioners, and all part-time employees) and all amounts are vested after three years of service. All contributions to the plan are to be made by the City. The City Commission has the authority to establish and amend contribution requirements. All of the required contributions for the fiscal year ended September 30, 2025 were made by the City which totaled $240,587.

NOTE 10. DEFERRED COMPENSATION PLAN

Employees of the City may defer a portion of their compensation under the City sponsored deferred compensation plan created in accordance with Internal Revenue Code Section 457. Under this plan, participants are not taxed on the deferred portion of their compensation until the funds are distributed to them. The laws governing deferred compensation plans require plan assets to be held by a trust for the exclusive benefit of plan participants and their beneficiaries. Because the assets held under these plans are not the City's property and are not subject to City Commission control, they have been excluded from these financial statements.

NOTE 11. POST-EMPLOYMENT BENEFITS OTHER THAN PENSION

Plan Description and Funding Policy

The City administers a single employer defined benefit health care and life insurance plan. The plan provides lifetime healthcare and life insurance for eligible retirees and their dependents, as long as they pay the full premium, through the City's group health and life insurance plan, which covers both active and retired members. This conforms with the minimum requirement for governmental employers under Florida state law. The City's contributions to active employees is limited to a fixed dollar contribution as approved by the City Commission, and the City is not required to contribute any additional amounts to provide benefits. Funding is on a "pay as you go" basis. The plan does not issue a publicly available financial report.

Plan Membership

Membership of the plan consisted of the following at September 30, 2024 (the date of the most recent actuarial report):

Active participants	95
Retirees, beneficiaries, and disabled members	27
Covered spouses	-
Total	122

Total OPEB Liability of the City

The City's total OPEB liability was measured as of September 30, 2025 and was determined by an actuarial valuation as of September 30, 2024.

Actuarial Assumptions

The total OPEB liability was determined by an actuarial valuation as of September 30, 2024 using the following actuarial assumptions:

Discount rate	4.50%
Healthcare cost trend rate	Initial rate of 6.75% in fiscal year, grading down to the ultimate trend rate of 4.00% in fiscal 2075
Inflation rate	2.50%
Salary increase	2.50% per year
Participation rate	100% participation assumed, with 50% electing spouse coverage

NOTE 11. POST-EMPLOYMENT BENEFITS OTHER THAN PENSION (CONTINUED)

Actuarial Assumptions (Continued)
All mortality rates were based on the Pub-2010 mortality tables with fully generational improvement using Scale MP-2021. Rates are based on those outlined in the July 1, 2023 Florida Retirement System (FRS) actuarial valuation report.

Discount Rate
Under GASB Statement No. 75, when there are currently no invested plan assets held in trust to finance the OPEB obligations, the discount rate equals the tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date. The rate used in the September 30, 2024 valuation was 4.50%.

Changes in the Total OPEB Liability of the City
The changes in the total OPEB liability of the City for the year ended September 30, 2025 were as follows:

	Total OPEB Liability
Balances at September 30, 2024	$ 1,090,059
Changes for the year:	
Service cost	69,402
Interest on the total OPEB liability	46,434
Differences between expected and actual experience	-
Changes in assumptions and other inputs	(61,804)
Benefit payments	(31,848)
Net changes	22,184
Balances at September 30, 2025	$ 1,112,243

The required schedule of changes in the City's total OPEB liability and related ratios in the required supplementary information immediately following the notes to the financial statements presents multi-year trend information about the total OPEB liability.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate
The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (3.50%) or 1-percentage-point higher (5.50%) than the current discount rate:

	1% Decrease 3.50%	Current Discount Rate 4.50%	1% Increase 5.50%
Total OPEB liability	$ 1,261,080	$ 1,112,243	$ 989,999

NOTE 11. POST-EMPLOYMENT BENEFITS OTHER THAN PENSION (CONTINUED)

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rate
The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a healthcare cost trend rate that is 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rate:

	1% Decrease 3.00% - 5.75%	Current Healthcare Cost Trend Rate	1% Increase 5.00% - 7.75%
Total OPEB liability	$ 1,072,680	$ 1,112,243	$ 1,158,024

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future, and actuarially determined amounts are subject to continual revisions as results are compared to past expectations and new estimates are made about the future. Actuarial calculations reflect a long-term perspective. Calculations are based on the substantive plan in effect as of September 30, 2025 and the current sharing pattern of costs between employer and inactive employees.

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB
For the year ended September 30, 2025, the City recognized OPEB expense of $39,692. At September 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ 54,780
Changes in assumptions and other inputs	82,716	310,274
Total	$ 82,716	$ 365,054

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended September 30,	
2026	$ (70,162)
2027	(85,949)
2028	(62,623)
2029	(55,450)
2030	(952)
Thereafter	(7,202)
Total	$ (282,338)

NOTE 12. COMMITMENTS AND CONTINGENCIES

Florida Municipal Power Agency - Power Sales and Project Support Contracts
The City is a member of the Florida Municipal Power Agency (FMPA) with a membership of 31 municipal electric systems. The City is a participant in FMPA's St. Lucie and All-Requirements Projects. The FMPA issued revenue bonds to acquire an ownership interest in the St. Lucie Project and the All-Requirements Project. FMPA has pledged its interest under certain Power Sales Contracts and Project Support Contracts entered into with the participants of the project as security for the bonds. Under the Power Sales Contract, the City has agreed to purchase its entitlement share of the generation capability of the St. Lucie and All-Requirements Projects along with the transmission services for any month electric capacity or energy was made available to the City.

The City's entitlement share totals approximately 2.2% of FMPA's entitlement in the St. Lucie Project and 2.1% of FMPA's entitlement in the All-Requirements Project. In the event payments are not required to be made for any month by the City under its Power Sales Contract because electric capacity and energy were not available, the City would be required to make monthly payments under its Project Support Contract equal to the payment which would have been required under the Power Sales Contract.

Payments under the Power Sales Contract are operating expenses of the electric system, but payments under the Project Support Contracts are not and, therefore, are to be made after payment of operating expenses, debt service and any other payments required to be made under debt instruments.

The City previously entered into a Capacity and Energy Sales Contract with certain other participants. Under this contract, the City agreed to sell the capacity and energy from its respective entitlement share of the project to certain purchasing systems. The purchasing systems agreed to purchase such capacity and energy and to provide back-up capacity and energy. The City remains obligated for payments pursuant to its Power Sales and Project Support Contracts. The City's pro rata share of the Agency's operating deficit for the year ended September 30, 2025 was not material in relation to the City's total electrical system expenditures.

Grants and Assistance
Activities of certain funds of the City are financed in whole or in part by various forms of grants and assistance, principally from Hendry County, the State of Florida, and the federal government. There can be no absolute assurance that such assistance will continue in the future at the present levels. Amounts received from grantor agencies are subject to audit or adjustment by grantor agencies. Also, any amounts disallowed could constitute liabilities of the applicable funds.

Litigation
The City, in accordance with the normal conduct of its affairs, is involved in various judgments, claims, and litigation. It is expected that the final settlement of these matters will not materially affect the financial statements of the City.

NOTE 13. RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, or damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City is a member of a public entity risk pool which is a cooperative group of governmental entities joining together to finance an exposure, liability, or risk. The pool provides coverage for property, liability, public officials' liability, workers' compensation, automobile physical damage, general liability, and automobile liability. The cost of the property and casualty insurance and workers' compensation is accounted for in the governmental activities and business-type activities of the City. There were no settled claims which exceeded insurance coverage during the past three fiscal years.

A loss fund is established to pay the self-insured retention amounts. Self-insured per occurrence limits are $100,000 for property and liability claims, $150,000 for workers' compensation, and $25,000 for crime related claims. Any claims in excess of these established limits are covered by aggregate excess or stop loss insurance. The City financial reporting entity is covered by Florida Statutes under the Doctrine of Sovereign Immunity, which effectively limits the liability of individual claims to $100,000/$200,000 for all claims relating to the same incident.

The City provides hospitalization and medical coverage through commercial insurance carriers.

Major uninsurable risks include damages to infrastructure assets and damages or governmental fines due to, pollution, or contamination of any kind. Since the amounts of loss cannot be reasonably estimated and the likelihood is undeterminable, no provision for such occurrences is included in these financial statements.

NOTE 14. SUBSEQUENT EVENT

The City has evaluated all subsequent events through June 24, 2026 the date the financial statements were available to be issued.

REQUIRED SUPPLEMENTARY INFORMATION

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SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Property taxes	$ 2,409,354	$ 2,409,354	$ 2,337,029	$ (72,325)
Utility taxes	590,000	590,000	585,508	(4,492)
Business taxes	40,000	40,000	9,108	(30,892)
Communication services tax	237,233	237,233	256,505	19,272
Insurance premium tax	-	-	29,079	29,079
Licenses and permits	119,300	119,300	428,029	308,729
Intergovernmental revenues	6,291,562	6,291,562	4,614,397	(1,677,165)
Charges for services	1,436,250	1,436,250	1,538,133	101,883
Franchise fees	50,000	50,000	24,943	(25,057)
Fines and forfeitures	22,000	22,000	23,347	1,347
Investment earnings	219,000	219,000	129,715	(89,285)
Miscellaneous revenues	112,587	112,587	52,182	(60,405)
Total revenues	11,527,286	11,527,286	10,027,975	(1,499,311)
Expenditures				
Current				
General government	3,645,288	3,645,288	2,494,551	1,150,737
Public safety	4,117,981	4,117,981	4,348,931	(230,950)
Transportation	892,172	892,172	959,205	(67,033)
Physical environment	333,651	333,651	277,103	56,548
Culture and recreation	2,672,945	2,672,945	2,702,385	(29,440)
Human services	497,900	497,900	475,957	21,943
Debt service				
Principal retirement	146,139	146,139	109,399	36,740
Interest	24,698	24,698	24,400	298
Capital outlay	3,065,500	3,065,500	1,342,489	1,723,011
Total expenditures	15,396,274	15,396,274	12,734,420	2,661,854
Deficiency of revenues under expenditures	(3,868,988)	(3,868,988)	(2,706,445)	1,162,543
Other financing sources				
Transfers in	3,868,988	3,868,988	1,121,200	(2,747,788)
Total other financing sources		3,868,988	1,121,200	(2,747,788)
Change in fund balance	#VALUE!	-	(1,585,245)	(1,585,245)
Fund balance, beginning of year	5,251,499	5,251,499	5,251,499	-
Fund balance, end of year	#VALUE!	$ 5,251,499	$ 3,666,254	$ (1,585,245)

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
COMMUNITY REDEVELOPMENT AGENCY
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Property taxes	$ 273,737	$ 273,737	$ 369,001	$ 95,264
Intergovernmental revenues	299,706	299,706	393,959	94,253
Investment earnings	36,000	36,000	121,475	85,475
Other revenues	596,657	596,657	-	(596,657)
Total revenues	1,206,100	1,206,100	884,435	(321,665)
Expenditures				
Current				
Economic environment	1,206,100	1,206,100	165,196	1,040,904
Total expenditures	1,206,100	1,206,100	165,196	1,040,904
Change in fund balance	-	-	719,239	719,239
Fund balance, beginning of year	1,293,358	1,293,358	1,293,358	-
Fund balance, end of year	$ 1,293,358	$ 1,293,358	$ 2,012,597	$ 719,239

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY – FLORIDA RETIREMENT SYSTEM PENSION PLAN

Reporting period ending Measurement date	**9/30/2025** **6/30/2025**	**9/30/2024** **6/30/2024**	**9/30/2023** **6/30/2023**	**9/30/2022** **6/30/2022**	**9/30/2021** **6/30/2021**
City's proportion of the FRS net pension liability	0.0046262%	0.0041717%	0.0041212%	0.0034641%	0.0039837%
City's proportionate share of the FRS net pension liability	$ 1,435,746	$ 1,613,819	$ 1,642,160	$ 1,288,917	$ 300,921
City's covered payroll	$ 1,104,064	$ 907,979	$ 872,261	$ 713,907	$ 823,197
City's proportionate share of the pension liability as a percentage of its covered payroll	130.04%	177.74%	185.02%	180.54%	36.56%
FRS Plan fiduciary net position as a percentage of the FRS total pension liability	87.26%	83.70%	82.38%	82.89%	96.40%

Reporting period ending Measurement date	**9/30/2020** **6/30/2020**	**9/30/2019** **6/30/2019**	**9/30/2018** **6/30/2018**	**9/30/2017** **6/30/2017**	**9/30/2016** **6/30/2016**
City's proportion of the FRS net pension liability	0.0022685%	0.0040771%	0.0048330%	0.0060161%	0.0063403%
City's proportionate share of the FRS net pension liability	$ 1,865,271	$ 1,404,107	$ 1,455,720	$ 1,779,521	$ 1,600,919
City's covered payroll	$ 749,992	$ 713,598	$ 732,313	$ 812,857	$ 844,735
City's proportionate share of the pension liability as a percentage of its covered payroll	248.71%	196.76%	198.78%	218.92%	189.52%
FRS Plan fiduciary net position as a percentage of the FRS total pension liability	78.85%	82.61%	84.26%	83.89%	84.88%

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS –
FLORIDA RETIREMENT SYSTEM PENSION PLAN

Reporting period ending Measurement date	9/30/2025 6/30/2025	9/30/2024 6/30/2024	9/30/2023 6/30/2023	9/30/2022 6/30/2022	9/30/2021 6/30/2021
Contractually required FRS contribution	$ 295,094	$ 239,304	$ 204,606	$ 156,705	$ 149,720
FRS contributions in relation to the contractually required FRS contribution	295,094	239,304	204,606	156,705	149,720
FRS contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 1,158,471	$ 927,748	$ 871,805	$ 731,156	$ 738,920
FRS Contributions as a percentage of covered payroll	25.47%	25.79%	23.47%	21.43%	20.26%

Reporting period ending Measurement date	9/30/2020 6/30/2020	9/30/2019 6/30/2019	9/30/2018 6/30/2018	9/30/2017 6/30/2017	9/30/2016 6/30/2016
Contractually required FRS contribution	$ 148,276	$ 124,336	$ 160,758	$ 171,481	$ 171,537
FRS contributions in relation to the contractually required FRS contribution	148,276	124,336	160,758	171,481	171,537
FRS contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 743,921	$ 695,971	$ 732,313	$ 812,857	$ 844,735
FRS contributions as a percentage of covered payroll	19.93%	17.87%	21.95%	21.10%	20.31%

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY – HEALTH INSURANCE SUBSIDY PENSION PLAN

Reporting period ending Measurement date	9/30/2025 6/30/2025	9/30/2024 6/30/2024	9/30/2023 6/30/2023	9/30/2022 6/30/2022	9/30/2021 6/30/2021
City's proportion of the HIS net pension liability	0.0024712%	0.0021455%	0.0022017%	0.0019540%	0.0039837%
City's proportionate share of the HIS net pension liability	$ 316,740	$ 321,839	$ 349,661	$ 206,954	$ 278,268
City's covered payroll	$ 1,104,064	$ 907,979	$ 872,261	$ 713,907	$ 823,197
City's proportionate share of the pension liability as a percentage of its covered payroll	28.69%	35.45%	40.09%	28.99%	33.80%
HIS Plan fiduciary net position as a percentage of the HIS total pension liability	6.36%	4.80%	4.12%	4.81%	3.56%

Reporting period ending Measurement date	9/30/2020 6/30/2020	9/30/2019 6/30/2019	9/30/2018 6/30/2018	9/30/2017 6/30/2017	9/30/2016 6/30/2016
City's proportion of the HIS net pension liability	0.0022685%	0.0021367%	0.0022799%	0.0025926%	0.0027198%
City's proportionate share of the HIS net pension liability	$ 263,844	$ 293,073	$ 241,308	$ 277,209	$ 316,979
City's covered payroll	$ 749,992	$ 713,598	$ 732,313	$ 812,857	$ 844,735
City's proportionate share of the pension liability as a percentage of its covered payroll	35.18%	41.07%	32.95%	34.10%	37.52%
HIS Plan fiduciary net position as a percentage of the HIS total pension liability	3.00%	2.63%	2.15%	1.64%	0.97%

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REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS –
HEALTH INSURANCE SUBSIDY PENSION PLAN

Reporting period ending Measurement date	9/30/2025 6/30/2025	9/30/2024 6/30/2024	9/30/2023 6/30/2023	9/30/2022 6/30/2022	9/30/2021 6/30/2021
Contractually required HIS contribution	$ 23,174	$ 18,559	$ 15,154	$ 12,140	$ 12,804
HIS contributions in relation to the contractually required HIS contribution	23,174	18,559	15,154	12,140	12,804
HIS contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 1,158,471	$ 927,748	$ 871,805	$ 731,156	$ 738,920
HIS contributions as a percentage of covered payroll	2.00%	2.00%	1.74%	1.66%	1.73%

Reporting period ending Measurement date	9/30/2020 6/30/2020	9/30/2019 6/30/2019	9/30/2018 6/30/2018	9/30/2017 6/30/2017	9/30/2016 6/30/2016
Contractually required HIS contribution	$ 12,892	$ 11,572	$ 12,156	$ 13,493	$ 14,023
HIS contributions in relation to the contractually required HIS contribution	12,892	11,572	12,156	13,493	14,023
HIS contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 743,921	$ 695,971	$ 732,313	$ 812,857	$ 844,735
HIS contributions as a percentage of covered payroll	1.73%	1.66%	1.66%	1.66%	1.66%

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS – PENSION TRUST FUND

	9/30/2016	9/30/2017	9/30/2018	9/30/2019
Total pension liability				
Interest on total pension liability	$ 786,296	$ 822,797	$ 831,801	$ 886,595
Differences between expected and actual experience	(295,687)	(183,367)	514,628	(165,205)
Changes in assumptions	94,020	-	-	-
Benefit payments, including refunds of member contributions	(467,103)	(491,350)	(530,225)	(597,092)
Net change in total pension liability	117,526	148,080	816,204	124,298
Total pension liability - beginning	11,882,385	11,999,911	12,147,991	12,964,195
Total pension liability - ending (a)	$ 11,999,911	$ 12,147,991	$ 12,964,195	$ 13,088,493
Plan fiduciary net position				
Contributions - employer	$ 122,907	$ 106,286	$ 81,053	$ 79,681
Net investment income	1,105,728	1,389,749	1,175,403	403,680
Benefit payments, including refunds of employee contributions	(467,103)	(491,350)	(530,225)	(597,092)
Administrative expenses	(17,020)	(8,812)	(8,994)	(8,647)
Net change in plan fiduciary net position	744,512	995,873	717,237	(122,378)
Plan fiduciary net position - beginning	10,096,715	10,841,227	11,837,100	12,554,337
Plan fiduciary net position - ending (b)	$ 10,841,227	$ 11,837,100	$ 12,554,337	$ 12,431,959
City's net pension liability (asset) - ending (a) - (b)	$ 1,158,684	$ 310,891	$ 409,858	$ 656,534
Plan fiduciary net position as a percentage of the total pension liability	90.34%	97.44%	96.84%	94.98%
Covered payroll	$ -	$ -	$ -	$ -
City's net pension liability (asset) as a percentage of covered payroll	N/A	N/A	N/A	N/A

9/30/2020	9/30/2021	9/30/2022	9/30/2023	9/30/2024	9/30/2025
$ 895,190	$ 875,054	$ 890,341	$ 870,717	$ 878,696	$ 902,354
(151,332)	(21,751)	(557,161)	(464,056)	104,818	(900,415)
532,168	-	392,786	-	100,241	40,181
(600,119)	(604,047)	(632,196)	(637,995)	(715,391)	(724,178)
675,907	249,256	93,770	(231,334)	368,364	(682,058)
13,088,493	13,764,400	14,013,656	14,107,426	13,876,092	14,244,456
$ 13,764,400	$ 14,013,656	$ 14,107,426	$ 13,876,092	$ 14,244,456	$ 13,562,398
$ 47,861	$ 68,106	$ 12,847	$ 61,911	$ 109,120	$ -
1,227,936	2,950,660	(3,237,030)	1,911,975	3,400,504	1,494,264
(600,119)	(604,047)	(632,196)	(637,995)	(715,391)	(724,178)
(9,136)	(8,677)	(8,527)	(8,311)	(3,977)	(16,714)
666,542	2,406,042	(3,864,906)	1,327,580	2,790,256	753,372
12,431,959	13,098,501	15,504,543	11,639,637	12,967,217	15,757,473
$ 13,098,501	$ 15,504,543	$ 11,639,637	$ 12,967,217	$ 15,757,473	$ 16,510,845
$ 665,899	$ (1,490,887)	$ 2,467,789	$ 908,875	$ (1,513,017)	$ (2,948,447)
95.16%	110.64%	82.51%	93.45%	110.62%	121.74%
$ -	$ -	$ -	$ -	$ -	$ -
N/A	N/A	N/A	N/A	N/A	N/A

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS –
PENSION TRUST FUND

	9/30/2016	9/30/2017	9/30/2018	9/30/2019
Actuarially determined contribution	$ 122,907	$ 106,286	$ 81,053	$ 79,681
Contributions in relation to the actuarially determined contribution	122,907	106,286	81,053	79,681
Contribution deficiency (excess)	$ -	$ -	$ -	$ -
Covered payroll	$ -	$ -	$ -	$ -
Contributions as a percentage of covered payroll	N/A	N/A	N/A	N/A

Notes to the Schedule:

Valuation date: October 1, 2024

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Funding method: Entry age normal actuarial cost method.

Amortization method: Level percentage of pay, closed.

Remaining amortization period: Two years (as of 10/1/2024).

Mortality: PUB-2010 Weighted General Below Median Employee for females. PUB-2010 Headcount Weighted General Below Median Employee for males, set back one year.

Interest rate: 6.50% per year, compounded annually, net of investment-related expenses.

Retirement age: Actives: Earlier of age 62 with ten years of service or age 65 with five years of participation.
Inactives: Normal retirement date.

Early retirement: Commencing with the earliest early retirement age (50), members are assumed to retire with an immediate subsidized benefit at the rate of 5% per year.

Disability and termination rates: 1987 Commissioner's Group Disability Table.

Salary increases: None.

Payroll growth: None.

Asset valuation method: The actuarial value of assets equals the fair market value as of the valuation date (including any discounted receivable contributions), plus 2/3 of the actual earnings minus expected earnings for the preceding 12 months (plan year), plus 1/3 of the actual earnings minus expected earnings for the 12 months (plan year) preceding that date, as described in Internal Revenue Notice 2009-22. The actuarial value of assets is adjusted to be within 90-110% of the fair market value on the valuation date.

9/30/2020	9/30/2021	9/30/2022	9/30/2023	9/30/2024	9/30/2025
$ 47,861	$ 68,106	$ 12,847	$ 61,911	$ 109,120	$ -
47,861	68,106	12,847	61,911	109,120	-
$ -	$ -	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -	$ -	$ -
N/A	N/A	N/A	N/A	N/A	N/A

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF PENSION INVESTMENT RETURNS –
PENSION TRUST FUND

	9/30/2016	9/30/2017	9/30/2018	9/30/2019
Pension Trust Fund:				
Annual money-weighted rate of return, net of investment expenses	11.16%	13.17%	10.20%	3.29%

9/30/2020	9/30/2021	9/30/2022	9/30/2023	9/30/2024	9/30/2025
10.13%	23.04%	-21.37%	16.76%	26.95%	9.71%

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE CITY'S TOTAL OPEB LIABILITY AND RELATED RATIOS

Measurement year ended September 30,	2025	2024	2023	2022	2021	2020	2019	2018
Total OPEB liability								
Service cost	$ 69,402	$ 51,234	$ 50,917	$ 82,383	$ 85,524	$ 80,648	$ 68,747	$ 75,716
Interest on the total OPEB liability	46,434	49,043	46,830	33,780	29,729	53,248	53,249	47,588
Differences between expected and actual experience	-	(23,287)	-	(20,097)	-	(109,064)	-	-
Changes of assumptions	(61,804)	89,233	(11,752)	(415,873)	(57,421)	(77,548)	126,356	(106,702)
Benefit payments	(31,848)	(63,194)	(58,922)	(55,631)	(51,992)	(48,519)	(44,925)	(41,406)
Net change in total OPEB liability	22,184	103,029	27,073	(375,438)	5,840	(101,235)	203,427	(24,804)
Total OPEB liability - beginning	1,090,059	987,030	959,957	1,335,395	1,329,555	1,430,790	1,227,363	1,252,167
Total OPEB liability - ending	$ 1,112,243	$ 1,090,059	$ 987,030	$ 959,957	$ 1,335,395	$ 1,329,555	$ 1,430,790	$ 1,227,363
Covered - employee payroll	$ 4,651,573	$ 4,538,120	$ 4,051,207	$ 3,952,397	$ 4,084,172	$ 3,984,558	$ 3,815,585	$ 3,722,522
City's total OPEB liability as a percentage of covered - employee payroll	23.91%	24.02%	24.36%	24.29%	32.70%	33.37%	37.50%	32.97%

Notes to the Schedule:

The schedule will present ten years of information once it is accumulated.

There are no assets accumulated in a trust to pay related benefits for the OPEB plan.

Changes of assumptions. Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. The following are the discount rates used each period:

Fiscal Year Ending September 30, 2025:	4.50%
Fiscal Year Ending September 30, 2024:	4.06%
Fiscal Year Ending September 30, 2023:	4.87%
Fiscal Year Ending September 30, 2022:	4.77%
Fiscal Year Ending September 30, 2021:	2.43%
Fiscal Year Ending September 30, 2020:	2.14%
Fiscal Year Ending September 30, 2019:	3.58%
Fiscal Year Ending September 30, 2018:	4.18%

OTHER SUPPLEMENTARY INFORMATION

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SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
GRANTS FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Intergovernmental revenues	$ 164,856	$ 164,856	$ 216,811	$ 51,955
Investment earnings	500	500	988	488
Total revenues	165,356	165,356	217,799	52,443
Expenditures				
Current				
Culture/recreation	165,356	165,356	218,057	(52,701)
Total expenditures	165,356	165,356	218,057	(52,701)
Change in fund balance	-	-	(258)	(258)
Fund balance, beginning of year	285	285	285	-
Fund balance, end of year	$ 285	$ 285	$ 27	$ (258)

SCHEDULE OF REVENUES AND EXPENSES
WATER AND SEWER FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Water System	Sewer System	Total
Operating revenues			
Charges for services	$ 2,951,724	$ 1,715,228	$ 4,666,952
Impact fees	119,328	1,133	120,461
Total operating revenues	3,071,052	1,716,361	4,787,413
Operating expenses			
Personal services	521,617	433,916	955,533
Contractual services	294,334	146,650	440,984
Supplies	331,189	213,877	545,066
Utilities	384,261	305,683	689,944
Insurance	110,528	-	110,528
Repairs and maintenance	382,329	561,362	943,691
Depreciation	655,135	401,535	1,056,670
Miscellaneous	23,161	(4,405)	18,756
Total operating expenses	2,702,554	2,058,618	4,761,172
Operating income	368,498	(342,257)	26,241
Nonoperating revenues (expenses)			
Investment earnings	122,094	74,831	196,925
Gain on disposal of capital assets	8,870	5,436	14,306
Interest expense	(451,152)	(6,020)	(457,172)
Total nonoperating revenues (expenses)	(320,188)	74,247	(245,941)
Income (loss) before transfers and capital contributions	48,310	(268,010)	(219,700)
Capital contributions	666,316	408,388	1,074,704
Transfers in	5,000	-	5,000
Transfers out	(155,000)	(95,000)	(250,000)
Changes in net position	$ 564,626	$ 45,378	$ 610,004

COMBINING STATEMENT OF FIDUCIARY NET POSITION –
FIDUCIARY FUNDS
SEPTEMBER 30, 2025

	Pension Trust Fund	Firefighters Pension Trust Fund	Total
Assets			
Receivables			
Contributions	$ -	$ 86,674	$ 86,674
Investments at fair value	16,510,845	876,938	17,387,783
Total assets	16,510,845	963,612	17,474,457
Net position			
Restricted for pension benefits	$ 16,510,845	$ 963,612	$ 17,474,457

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION – FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Pension Trust Fund	Firefighters Pension Trust Fund	Total
Additions			
Contributions			
Employer	$ -	$ 277,576	$ 277,576
Employee	-	17,663	17,663
State	-	29,079	29,079
Investment income			
Interest and dividends	1,494,264	59,504	1,553,768
Total additions	1,494,264	383,822	1,878,086
Deductions			
Pension benefits	724,178	30,461	754,639
Administrative expenses	16,714	18,814	35,528
Total deductions	740,892	49,275	790,167
Change in net position	753,372	334,547	1,087,919
Net position, beginning of year	15,757,473	629,065	16,386,538
Net position, end of year	$ 16,510,845	$ 963,612	$ 17,474,457

SCHEDULE TO DETERMINE COMPLIANCE WITH INTERLOCAL FIRE PROTECTION AGREEMENT FOR THE YEAR ENDED SEPTEMBER 30, 2025

Departmental expenditures of revenues, expenditures, and changes in fund balances of governmental funds		
Expenditures - current		
Public safety		
Fire	$	1,121,641
Less first responder costs to be paid by Hendry County		-
Total fire department expenditures, as adjusted		1,121,641
Hendry County's reimbursement percentage of fire department expenditures per agreement		52.4%
Portion of fire department expenditures to be paid by Hendry County		587,516
Total previously received from Hendry County for fire services		465,679
Amount due from Hendry County for the fiscal year ended September 30, 2025	$	121,837

SCHEDULE TO DETERMINE COMPLIANCE WITH INTERLOCAL ANIMAL CONTROL AGREEMENT FOR THE YEAR ENDED SEPTEMBER 30, 2025

Departmental expenditures of revenues, expenditures, and changes in fund balances of governmental funds		
Expenditures - current		
Human services		
Animal control	$	474,747
Hendry County's reimbursement percentage of animal control expenditures per agreement		67%
Portion of animal control expenditures to be paid by Hendry County		318,080
Total previously received from Hendry County for animal control services		164,911
Amount due from Hendry County for the fiscal year ended September 30, 2025	$	153,169

OTHER REPORTS

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MAULDIN & JENKINS
CPAs & ADVISORS

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Honorable Mayor and Members of
the City Commission,
City of Clewiston, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Clewiston, Florida (the "City"), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated June 24, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Mauldin & Jenkins, LLC

Bradenton, Florida
June 24, 2026

MAULDIN & JENKINS
CPAs & ADVISORS

Independent Auditor's Report on Compliance for Each Major State Project and on Internal Control Over Compliance Required by Chapter 10.550, Rules of the Auditor General

Honorable Mayor and Members of
the City Commission,
City of Clewiston, Florida

Report on Compliance For Each Major State Project

Opinion on Each Major State Project

We have audited the City of Clewiston, Florida's (the "City") compliance with the types of compliance requirements identified as subject to audit in the *Department of Financial Services' State Projects Compliance Supplement* that could have a direct and material effect on each of the City's major state projects for the year ended September 30, 2025. The City's major state financial assistance projects are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major state projects for the year ended September 30, 2025.

Basis for Opinion on Each Major State Project

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Chapter 10.550, Rules of the Auditor General. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major state project. Our audit does not provide a legal determination of City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to City's state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and Chapter 10.550, Rules of the Auditor General will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major state project as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and Chapter 10.550, Rules of the Auditor General we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with Chapter 10.550, Rules of the Auditor General but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with Chapter 10.550 and which is described in the accompanying schedule of findings and question costs as item 2025-001. Our opinion on each major state project is not modified with respect to this matter.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and question costs as item 2025-001 to be a significant deficiency.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.

Mauldin & Jenkins, LLC

Bradenton, Florida
June 24, 2026

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SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	CSFA Number	Grant ID Number	Actual Expenditures
State Financial Assistance			
Florida Department of Environmental Protection			
Passed through South Florida Water Management District			
Statewide Water Quality Restoration Projects	37.039	LPA0266	$ 291,686
Statewide Water Quality Restoration Projects	37.039	I0016	127,820
Statewide Water Quality Restoration Projects	37.039	WW260441	176,577
Statewide Water Quality Restoration Projects	37.039	LPA0491	478,621
Total Florida Department of Environmental Protection			1,074,704
Florida Department of State			
State Aid to Libraries Grant	45.030	23-ST-18	4,008
State Aid to Libraries Grant	45.030	24-ST-18	150,700
State Aid to Libraries Grant	45.030	25-ST-18	65,048
Total Florida Department of State			219,756
Florida Department of Transportation			
Local Transportation Projects	55.039	G2L17	93,828
Local Transportation Projects	55.039	G2182	100,000
Local Transportation Projects	55.039	G1L00	603,901
Small County Outreach Program	55.009	G2L22	10,991
Total Florida Department of Transportation			808,720
Total Expenditures of State Financial Assistance			$ 2,103,180

Notes to the Schedule

The above Schedule is presented using the modified accrual basis of accounting and is presented in accordance with Chapter 10.550, Rules of the Auditor General. As such, some amounts presented in this schedule may differ from amounts in, or used in the preparation of the basic financial statements.

NOTES TO SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE FOR THE YEAR ENDED SEPTEMBER 30, 2025

NOTE 1. REPORTING ENTITY

For reporting entity purposes, the schedule of expenditures of state financial assistance includes all the activities of the City of Clewiston's Primary Government and its blended component unit. The City had no discretely presented component units.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation
The schedule of expenditures of state financial assistance is prepared using the accrual basis of accounting. The determination of when an award is expended is based on when the activity related to the award occurred.

Program Type Determination
State major programs are defined as those programs that the larger of $750,000 or 3% of total state financial assistance. The threshold of $630,954 was used in distinguishing between Type A and Type B programs.

Method of Major Program Selection
The risk-based approach was used in the selection of state programs to be tested as major programs.

De-Minimis Indirect Cost Rate
During 2025, the City did not use the de-minimis indirect cost rate.

NOTES TO SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE (CONTINUED)
FOR THE YEAR ENDED SEPTEMBER 30, 2025

NOTE 3. STATE REVOLVING FUND LOANS

The City had the following State Revolving Fund loan balances outstanding at September 30, 2025. Current year additions to the loan balances to be included in the schedule of expenditures of state financial assistance for the fiscal year ended September 30, 2025 were $1,074,704.

Program Title	Federal Assistance Listing/ State CSFA Number	Grant Number	Total Outstanding As of September 30, 2025
State Revolving Fund	66.458	WW260400	$ 217,653
State Revolving Fund	66.458	WW260401	108,687
State Revolving Fund	37.077	WW260410	491,084
State Revolving Fund	37.077	WW260420	169,534
State Revolving Fund	37.077	WW260421	358,951
State Revolving Fund	37.077	WW260440	591,000
			$ 1,936,909

NOTE 4. SUBRECIPIENTS

The City provided state financial assistance to subrecipients as follows:

Program Title	State CSFA Number	Grant Number	Amount Transferred to Subrecipient
State Aid to Libraries Grant	45.030		
Harlem Public Library		24-ST-18	$ 70,182
Barron Public Library			53,520
			$ 123,702

SUMMARY SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

SECTION I
SUMMARY OF AUDIT RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified	
Internal control over financial reporting: Material weaknesses identified?	____ Yes	__X__ no
Significant deficiencies identified not considered to be material weaknesses?	____ yes	__X__ none reported
Noncompliance material to financial statements noted?	____ yes	__X__ no

Federal Programs and State Financial Assistance Projects

The City did not expend in excess of $1,000,000 in federal awards for the year ended September 30, 2025.

Internal control over major state programs: Material weaknesses identified?	____ yes	__X__ no
Significant deficiencies identified not considered to be material weaknesses?	____ yes	__X__ none reported
Type of auditor's report issued on compliance for major state financial assistance projects:	Unmodified	
Any audit findings disclosed that are required to be reported in accordance with Chapter 10.550, Rules of Auditor General?	__X__ yes	_____ no

Identification of major state financial assistance projects:

CSFA Number	Name of State Project or Cluster
37.039	Statewide Water Quality Restoration Projects

Dollar threshold used to distinguish between Type A and Type B state awards:	$630,954

SUMMARY SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE YEAR ENDED SEPTEMBER 30, 2025

SECTION II
FINANCIAL STATEMENT FINDINGS AND RESPONSES

None noted.

SECTION III
STATE PROJECTS FINDINGS AND QUESTIONED COSTS

2025-001. Significant Deficiency Over Reporting

***State Agency*:** State of Florida, Department of Environmental Protection

State Program Name: Statewide Water Quality Restoration Projects
Assistance Listing Number: 37.039

***Criteria*:** The recipients of Statewide Water Quality Restoration Projects are required to submit quarterly status reports that are due no later than 20 days following the completion of the quarterly reporting period.

***Condition*:** We noted that three quarterly status reports were not submitted timely, within 20 days of period-end to the Department of Environmental Protection, as required.

***Context/Cause*:** The City has the responsibility for preparing and submitting the quarterly status reports. The two quarterly status reports were submitted but not in a timely manner.

***Effects*:** The City was not in compliance with the state reporting requirements.

***Recommendation*:** We recommend the City implement proper controls to ensure the timely completion and submission of its quarterly status reports to ensure compliance.

***Auditee's Response*:** We concur with the finding.

SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

None reported.

MAULDIN & JENKINS
CPAs & ADVISORS

Independent Auditor's Management Letter

Honorable Mayor and Members of
the City Commission,
City of Clewiston, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Clewiston, Florida (the "City"), as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated June 24, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States and Chapter 10.550*,* Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and On Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major State Project and On Internal Control over Compliance Required by Chapter 10.550, Rules of the Auditor General, Schedule of Findings and Questioned Costs, and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated June 24, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. Finding 2021-001 was resolved in fiscal year 2025.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the Primary Government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed within the City's footnotes.

Financial Condition

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Property Assessed Clean Energy (PACE) Programs

As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did not operate within the City's geographical boundaries during the fiscal year under audit.

Special District Component Units

Section 10.554(1)(i)5.c, Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3 Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Mayor and Members of the City Commission, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Mauldin & Jenkins, LLC

Bradenton, Florida
June 24, 2026

MAULDIN & JENKINS
CPAs & ADVISORS

Independent Accountant's Report

Honorable Mayor and Members of
the City Commission,
City of Clewiston, Florida

We have examined the City of Clewiston, Florida's (the "City") compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2025. Management of the City is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2025.

This report is intended solely for the information and use of the City and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Mauldin & Jenkins, LLC

Bradenton, Florida
June 24, 2026

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CITY OF CLEWISTON

115 WEST VENTURA AVENUE
CLEWISTON, FL 33440

TELEPHONE 983-1484
AREA CODE 863

FAX 983-4055
AREA CODE 863

EXAMPLE IMPACT FEE AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Danny Williams, who being duly sworn, deposes and says on oath that:

1. I am the City Manager of the City of Clewiston which is a local governmental entity of the State of Florida.

2. The governing body of the City of Clewiston adopted Ordinance No. 87-1 implementing an impact fee.

3. The City of Clewiston has complied with, and as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.

Danny Williams, City Manager
City of Clewiston

STATE OF FLORIDA
COUNTY OF HENDRY

SWORN TO AND SUBSCRIBED before me this 26th day of June, 2026.

LORAINE GALVEZ
MY COMMISSION # HH 740631
EXPIRES: November 16, 2029

NOTARY PUBLIC
Print Name Loraine Galvez

Personally known ✓ or produced identification _____

Type of identification produced: _____

My Commission Expires:

November 16, 2029

GOING FURTHER

CLEWISTON COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Clewiston, Florida)

ANNUAL FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025

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FINANCIAL SECTION

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MAULDIN & JENKINS
CPAs & ADVISORS

Independent Auditor's Report

Board of Directors and Executive Director
Clewiston Community Redevelopment Agency
Clewiston, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and major fund (the "General Fund") of the Clewiston Community Redevelopment Agency (the "CRA"), (a component unit of the City of Clewiston, Florida), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund (the "General Fund") of the CRA, as of September 30, 2025, and the respective changes in financial position and budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the CRA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 7 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

MAULDIN & JENKINS

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 24, 2026, on our consideration of the CRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control over financial reporting and compliance.

Mauldin & Jenkins, LLC

Bradenton, Florida
June 24, 2026

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Management's Discussion and Analysis

This section of the report presents our discussion and analysis of the performance of the Clewiston Community Redevelopment Agency (the "CRA") during the year ended September 30, 2025. Please read it in conjunction with the CRA's financial statements, which follow this section.

Overview of the Financial Statements

This annual report contains government-wide financial statements that report on the CRA's activities as a whole and fund financial statements that report on the CRA's individual fund.

Basic Financial Statements

Government-wide financial statements. The focus of the *government-wide financial statements* is on the overall financial position and activities of the CRA. Reporting is similar to that of a private-sector business. The government-wide financial statements report information about the CRA as a whole and about its activities in a way that helps answer questions about the financial health of the CRA and whether the activities of the year contributed positively or negatively to that health.

The government-wide financial statements include the statement of net position and statement of activities.

- The *Statement of Net Position* presents information on the assets held and liabilities owed by the CRA, both long- and short-term. Assets are reported when acquired and liabilities are reported when they are incurred, regardless of the timing of the related cash flows to acquire these assets or liquidate such liabilities.

The difference between the CRA's total assets and total liabilities is *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the CRA is improving or deteriorating. Although the purpose of the CRA is not to accumulate net position in general, as this amount increases, it indicates that the financial position of the CRA is improving over time.

- The *Statement of Activities* presents the revenues and expenses of the CRA. The items presented on the statement of activities are measured in a manner like the approach used in the private sector in that revenues are recognized when earned and expenses are reported when incurred. Accordingly, revenues are reported even when they may not be collected for several months after the end of the accounting period and expenses are recorded even though they may not have used cash during the current period.

Both of the government-wide financial statements distinguish functions of the CRA that are principally supported by taxes and intergovernmental revenue (governmental activities). The governmental activities of the CRA are mainly economic environment activities.

Fund financial statements. The focus of fund financial statements is directed to specific activities of the CRA. The CRA, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental fund. The CRA has only one governmental fund, a General Fund. Financial statements consist of a balance sheet and a statement of revenue, expenditures and changes in fund balance. These statements are prepared on an accounting basis that is significantly different from that used to prepare the government-wide financial statements.

In general, these financial statements have a short-term emphasis and, for the most part, measure and account for cash and other assets that can easily be converted to cash. For example, amounts reported on the balance sheet include items such as cash and receivables but do not include capital assets such as land and buildings. The difference between a fund's total assets and total liabilities is the fund balance, and generally indicates the amount that can be used to finance the next fiscal year's activities. The operating statement for governmental funds reports only those revenues that were collected during the current period or very shortly after the end of the year. Expenditures are generally recorded when incurred.

For the most part, the balances and activities accounted for in governmental funds are also reported in the governmental activities columns of the government-wide financial statements. However, because different accounting bases are used to prepare governmental fund financial statements and government-wide financial statements, there are often significant differences between the totals presented. For this reason, there is an analysis after the governmental fund balance sheet that reconciles the total fund balance for the governmental fund to the amount of net position presented in the governmental activities column on the statement of net position. Also, there is an analysis after the statement of revenue, expenditures, and changes in fund balance that reconciles the total change in fund balance for the General Fund to the change in net position as reported in the governmental activities column in the statement of activities.

Notes to the basic financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Government-Wide Financial Analysis

The table below presents a summary of net position as of September 30, 2025 and 2024 derived from the government-wide statement of net position:

Statement of Net Position

	2025	2024	Change
Current and other assets	$ 2,012,597	$ 1,293,357	$ 719,240
Total assets	$ 2,012,597	$ 1,293,357	$ 719,240
Other liabilities	$ -	$ -	$ -
Total liabilities	$ -	$ -	$ -
Restricted	$ 2,012,597	$ 1,293,357	$ 719,240
Total net position	$ 2,012,597	$ 1,293,357	$ 719,240

As noted earlier, net position may serve, over time, as a useful indication of the CRA's financial position. At the close of the most recent fiscal year, the CRA's assets exceeded its liabilities by $2,012,597, all of which is restricted for Community Redevelopment.

The table below presents a summary of changes in net position for the years ended September 30, 2025 and 2024 as derived from the government-wide statement of activities:

Statement of Activities

	2025	2024	Change
Revenues			
Property taxes	$ 369,001	$ 260,702	$ 108,299
Intergovernmental	393,959	283,398	110,561
Investment income	121,476	38,983	82,493
Total revenues	884,436	583,083	301,353
Expenses			
Economic environment	165,196	6,100	159,096
Total expenses	165,196	6,100	159,096
Change in net position	719,240	576,983	142,257
Beginning net position	1,293,357	716,374	576,983
Ending net position	$ 2,012,597	$ 1,293,357	$ 719,240

Governmental Activities

Governmental activities increased the CRA's net position by $719,240, primarily caused by inflow of property taxes and intergovernmental revenues that are reserved for future projects within the CRA.

Financial Analysis of the CRA General Fund

As noted earlier, the CRA uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The focus of the CRA's *General Fund* is to provide information on near-term inflows, outflows and balances of *spendable* resources. Such information is useful in assessing the CRA's financing requirements. In particular, the *fund balance* at year-end provides the resources available for spending.

Budgetary Highlights

The variance between budgeted and actual expenditures during the year totaled $1,040,904. This variance is primarily contributed to by the delay in CRA projects.

Actual revenues of the CRA were less than budgeted amounts by $321,664, primarily due to no transfer revenues in during the year.

Capital Assets and Long-Term Liabilities

As of September 30, 2025 and 2024, the CRA did not report any capital assets or long-term liabilities.

Economic Factors

We are not currently aware of any conditions that are expected to have a significant effect on the CRA's financial position or results of operations.

Contacting the CRA's Financial Management

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the CRA's finances and to show the City's accountability for the money it receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the City of Clewiston, 115 W. Ventura Avenue, Clewiston, Florida 33440, Attention: Director of Finance. The City's website is http://www.clewiston-fl.gov.

Clewiston Community Redevelopment Agency

(A Component Unit of the City of Clewiston, Florida)

STATEMENT OF NET POSITION AND GOVERNMENTAL FUND BALANCE SHEET SEPTEMBER 30, 2025

	Governmental Activities/ General Fund
ASSETS	
Cash and cash equivalents	$ 2,012,597
Total assets	2,012,597
FUND BALANCE/NET POSITION	
Restricted for community redevelopment	2,012,597
Total fund balance/net position	$ 2,012,597

The accompanying notes are an integral part of the financial statements.

Clewiston Community Redevelopment Agency

(A Component Unit of the City of Clewiston, Florida)

STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

Functions/programs	Expenses/ Expenditures	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Governmental activities				
Economic development	$ 165,196	$ -	$ -	$ (165,196)
Total governmental activities	$ 165,196	$ -	$ -	(165,196)
General revenues				
Property taxes				369,001
Intergovernmental revenue (not restricted to specific programs)				393,959
Interest				121,476
Total general revenues				884,436
Change in net position				719,240
Net position/fund balance, beginning				1,293,357
Net position/fund balance, ending				$ 2,012,597

The accompanying notes are an integral part of the financial statements.

Clewiston Community Redevelopment Agency

(A Component Unit of the City of Clewiston, Florida)

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BUDGET (GAAP BASIS) AND ACTUAL – GENERAL FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

	Original Budget	Final Budget	Actual Amount	Variance With Final Budget Positive (Negative)
Revenues				
Property taxes	$ 273,737	$ 273,737	$ 369,001	$ 95,264
Intergovernmental - tax increment financing	299,706	299,706	393,959	94,253
Interest	36,000	36,000	121,476	85,476
Other revenues	596,657	596,657	-	(596,657)
Total revenues	1,206,100	1,206,100	884,436	(321,664)
Expenditures				
Current				
Economic development	1,206,100	1,206,100	165,196	1,040,904
Total expenditures	1,206,100	1,206,100	165,196	1,040,904
Change in fund balances	-	-	719,240	719,240
Fund balances, beginning	1,293,357	1,293,357	1,293,357	-
Fund balances, ending	$ 1,293,357	$ 1,293,357	$ 2,012,597	$ 719,240

The accompanying notes are an integral part of the financial statements.

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Notes To Financial Statements

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Reporting Entity

The Clewiston Community Redevelopment Agency (the "CRA") is governed by a board consisting of five commissioners who are the same individuals as those serving as the City of Clewiston (the "City") City Commission. The terms of office of the commissioners are concurrent with the terms of the members of the City Commission. The CRA was established in 2006 in accordance with Florida State Statute 163.356 and was expanded in 2010. Details regarding the data utilized are located in the City of Clewiston – Community Redevelopment Plan. Funding for the CRA is provided through Tax Increment Financing (TIF).

Florida State Statute Chapter 163 allows a community redevelopment agency to be created for one or more of the following purposes: the elimination and prevention of blight; the reduction or prevention of crime; the provision of affordable housing; or the rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed. The primary goal of the CRA is to provide a tool that will guide private and public initiatives for creating economic development, improved physical characteristics, encourage investment in Clewiston, improve the quality of life for residents, and establish a framework for the proper evolution of the CRA District.

The CRA was established in accordance with the Community Redevelopment Act of 1969. This state act allows municipalities to use increases in property tax revenue to finance the necessary public investments in the project area. In accordance with provisions of this act, the CRA developed and implemented a Community Redevelopment Plan to diversify its efforts in the area of economic development of the downtown by improving blighted properties and addressing properties with infrastructure problems.

Funding for redevelopment and restoration projects that are essential for the reduction of slum and blight and the stimulation of private sector revitalization efforts is provided primarily from the tax increment generated by the increased valuation of properties within the community redevelopment area. Increases in property tax revenue above the baseline assessment that was established upon adoption of the Community Redevelopment Plan is set aside in the Community Redevelopment Fund and can be utilized only for projects identified in the plan.

The CRA is a separate entity from the City. However, the City Commission of the City of Clewiston serves as the CRA Board and performs the legislative functions, governing duties and corporate responsibilities of the CRA. The City Manager serves as the Director of the CRA, performs the administrative duties and oversees the day to day operations of the CRA. Several City departments, including Community Development, Finance, and Public Works, provide assistance in planning and implementing project activities that are designed to revitalize and restore the identified blighted areas.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements

The basic financial statements consist of the government-wide financial statements and fund financial statements.

The government-wide financial statements include a statement of net position and a statement of activities. These statements report on the CRA as a whole and provide a complete financial picture of the CRA.

The government-wide statement of net position reports all financial and capital resources of the CRA's governmental activities. Governmental activities are those supported by taxes and intergovernmental revenue. The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Although there were none, program revenues include charges for services that are recovered directly from customers for services rendered. Taxes and other items not properly included among program revenues are reported instead as general revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Since the CRA fund financial statements are presented on a different measurement focus and basis of accounting than the government-wide financial statements, reconciliations are provided that briefly explain the adjustments necessary to reconcile the governmental fund financial statements to the government-wide governmental activities financial statements.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses reported when a liability is incurred, regardless of the timing of related cash flows. Tax increment financing from property taxes are recognized as revenue in the year when levied.

The governmental fund financial statements (the "General Fund") are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are generally recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the CRA considers revenues to be available if they are collected within 60 days of the end of the fiscal year. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deposits

The CRA considers cash on hand, cash with fiscal agents, and overnight investments with original maturities of less than three months to be cash and cash equivalents.

Receivables

Receivables consist of trade receivables and amounts due from other governments and are recorded net of any allowance for uncollectible amounts, if applicable.

Activity between the CRA and the City that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year (if any) are reported as "advances to/from the primary government." All other outstanding balances between the CRA and City (if any) are reported as "due to/from the primary government."

Capital Assets

Capital assets are recorded at historical cost or estimated historical cost, except for contributed assets, which are recorded at acquisition value at the date of contribution. The CRA uses a capitalization threshold of $1,000 for all classes of capital assets.

Depreciation of capital assets is provided using the straight-line method over the estimated useful lives of the assets, which range as follows:

Machinery and equipment	3-15 years

Long-Term Obligations

In the government-wide financial statements, long-term obligations are reported as liabilities in the statement of net position.

Fund Balance/Net Position

In fund financial statements, the General Fund reports fund classifications that comprise a hierarchy based primarily on the extent to which the CRA is bound to honor constraints imposed on the use of resources reported. Amounts that are restricted to specific purposes either by: (a) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation are classified as restricted fund balances. Amounts that can only be used for specific purposes pursuant to constraints imposed by the Board of Commissioners through a resolution are classified as committed fund balances. These constraints remain binding unless removed or changed in the same manner employed to commit those resources by resolution. Amounts that are constrained by the CRA's intent to be used for specific purposes, however, are neither restricted, nor committed are classified as assigned fund balances. Assignments are approved by the Board of Commissioners.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balance/Net Position (Continued)

Non-spendable fund balances include amounts that cannot be spent because they are either: (a) not in spendable form, or (b) legally or contractually required to be maintained intact. Unassigned fund balance represents an amount that has not been restricted, committed, or assigned to specific purposes within the General Fund. When both restricted and unrestricted fund balances are available for use, it is the CRA's policy to use restricted fund balance first, then unrestricted fund balance. Furthermore, committed fund balances are reduced first, followed by assigned amounts, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications can be used.

Net position of the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. The first category represents capital assets net of accumulated depreciation, less outstanding debt related to the acquisition or construction of the capital assets.

The restricted category, if any, represents the balance of assets restricted by requirements of revenue bonds and other externally imposed constraints or by legislation. Unrestricted net position represents resources that are available for spending.

Budgetary Data

On or before August 15 each year, the City Manager submits to the City Commission a proposed operating budget for the fiscal year commencing October 1. A public hearing is conducted at City Hall to obtain taxpayer comments. Prior to October 1, the budget is legally enacted through passage of a resolution. Annual budgets are adopted for the General Fund on a basis consistent with generally accepted accounting principles. All annual appropriations lapse at the end of each fiscal year for these funds.

Budgetary control is maintained at the department level. The City Manager is permitted to transfer appropriations between line items within the General Fund. All other types of budget transfers or amendments must be approved by the City Commission. Expenditures may not legally exceed budgeted appropriations at the department level.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and deferred outflows of resources, and liabilities and deferred inflows of resources, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenditures during the reporting period. Actual results could differ from those estimates.

Notes To Financial Statements

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Risk Management

The CRA is insured, through the City's membership of a public entity risk pool, which is a cooperative group of governmental entities joining together to finance an exposure, liability, or risk. The pool provides coverage for property, liability, public officials' liability, workers' compensation, automobile physical damage, general liability, and automobile liability.

NOTE 2. TAX INCREMENT REVENUE

The primary source of revenue is tax increment funds received through the City of Clewiston and Hendry County. The revenue from the City is treated as property taxes, while the remainder is recorded as intergovernmental revenue – tax increment financing.

NOTE 3. DEPOSITS AND INVESTMENTS

At September 30, 2025, the carrying balances of the CRA's deposits were $2,012,597. All of the CRA's public deposits are held in qualified public depositories pursuant to Florida Statutes, Chapter 280, *Florida Security for Public Deposits Act*. Under the Act, all qualified public depositories are required to pledge eligible collateral having a market value equal to or greater than the average daily or monthly balance of all public deposits, times the depository's collateral pledging level. The pledging level may vary depending upon the depository's financial condition and establishment period. All collateral must be deposited with an approved financial institution. Any losses to public depositors are covered by applicable deposit insurance, sale of securities pledged as collateral and, if necessary, assessments against other qualified public depositories of the same type as the depository in default. When public deposits are made in accordance with Chapter 280, no public depositor shall be liable for any loss thereof.

NOTE 4. CONTINGENT LIABILITIES

The CRA sometimes receives revenues from various federal grants. These grants would be for specific purposes and would be subject to review and audit by the grantor agencies. Such audits could result in disallowed expenditures under the terms of the grants. No such grants were received during the year ended September 30, 2025. Based upon prior experience, CRA management believes such disallowances, if any, would be immaterial.

Notes To Financial Statements

NOTE 5. DEPOSITS AND WITHDRAWALS

Pursuant to Florida Statue 163.387, listed below is a summary of the sources and amounts of deposits into, and the amount and purpose of withdrawals from the CRA for the fiscal year ended September 30, 2025:

	Revenues	Expenditures
Source of Revenues		
City property tax increment	$ 369,001	$ -
Intergovernmental - tax increment financing	393,959	-
Interest income	121,476	-
Purpose of Expenditures		
Economic development	-	165,196
	$ 884,436	$ 165,196

NOTE 6. RISK MANAGEMENT

The CRA is exposed to various risks of loss, including general liability, personal injury, workers compensation, and errors and omissions. To manage its risks, the City of Clewiston, on behalf of the CRA, has purchased commercial insurance.

NOTE 7. SUBSEQUENT EVENTS

The CRA has evaluated all subsequent events through June 24, 2026 the date the financial statements were available to be issued.

OTHER REPORTS

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MAULDIN & JENKINS
CPAs & ADVISORS

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Board of Directors and Executive Director
Clewiston Community Redevelopment Agency
Clewiston, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and major fund of the Clewiston Community Redevelopment Agency (the "CRA"), (a component unit of the City of Clewiston, Florida), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements, and have issued our report thereon dated June 24, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the CRA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the CRA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Mauldin & Jenkins, LLC

Bradenton, Florida
June 24, 2026

Clewiston Community Redevelopment Agency

(A Component Unit of the City of Clewiston, Florida)

SCHEDULE OF FINDINGS AND RESPONSES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

SECTION I
SUMMARY OF AUDIT RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified
Internal control over financial reporting: Material weaknesses identified?	___ Yes __X__ No
Significant deficiencies identified not considered to be material weaknesses?	___ Yes __X__ None reported
Noncompliance material to financial statements noted?	___ Yes __X__ No

Federal Awards and State Financial Assistance Projects

The CRA did not expend $1,000,000 in federal awards or $750,000 in state funds during its fiscal year ended September 30, 2025.

SECTION II
FINANCIAL STATEMENT FINDINGS AND RESPONSES

None reported.

Clewiston Community Redevelopment Agency

(A Component Unit of the City of Clewiston, Florida)

SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

None.

MAULDIN & JENKINS
CPAs & ADVISORS

Independent Auditor's Management Letter

Board of Directors and Executive Director
Clewiston Community Redevelopment Agency
Clewiston, Florida

Report on the Financial Statements

We have audited the financial statements of the Clewiston Community Redevelopment Agency (the "CRA"), (a component unit of the City of Clewiston, Florida) as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated June 24, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standard* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 24, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding annual financial report requiring correction.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The CRA has made these disclosures in the notes to the financial statements. There are no component units.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the CRA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the CRA did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Property Assessed Clean Energy (PACE) Programs

As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did not operate within the CRA's geographical boundaries during the fiscal year under audit.

Specific Information

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the CRA reported:

a. The total number of employees compensated in the last pay period of the CRA's fiscal year as zero.
b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the CRA's fiscal year as zero.
c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as zero.
d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as zero.
e. Each construction project with a total cost of at least $65,000 approved by the CRA's that is scheduled to begin on or after October 1 of the fiscal year being reported, together with total expenditures for such project as zero.
f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the CRA amends a final adopted budget under Section 189.016(6), Florida Statutes, has been presented on page 10 of this report.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Board of Directors and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Mauldin & Jenkins, LLC

Bradenton, Florida
June 24, 2026

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MAULDIN & JENKINS
CPAs & ADVISORS

Independent Accountant's Report

Board of Directors and Executive Director
Clewiston Community Redevelopment Agency
Clewiston, Florida

We have examined the Clewiston Community Redevelopment Agency (the "CRA"), (a component unit of the City of Clewiston, Florida) compliance with Sections 218.415, 163.387(6), and 163.387(7), Florida Statutes, during the year ended September 30, 2025. Management of the CRA is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specified requirements. The nature, timing and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the CRA's compliance with specified requirements.

In our opinion, the CRA complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2025.

This report is intended solely for the information and use of the CRA and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Mauldin & Jenkins, LLC

Bradenton, Florida
June 24, 2026

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Agenda Item Memorandum

TO: City Commission of the City of Clewiston

FROM: Lynne Mila, Director of Operations

VIA: Danny Williams, City Manager

DATE: July 20, 2026

SUBJECT: Approval of Resolution No. 2026-34 Authorizing a Letter of Intent with Nextran for the Purchase of a Front-Loader Truck

---

Background

The Solid Waste Department needs a new front loader in 2027 to replace Unit #1486. Vendor Nextran has agreed to hold a truck in inventory until October 1. A Letter of Intent is proposed to formalize the agreement.

Resolution No. 2026-34 approves the Letter of Intent and authorizes the Mayor to sign.

Financial Impact: $419,615.54. Pricing is per the Florida Sheriff's Association Contract.

Attachments:

a. Resolution 2026-34
b. Letter of Intent

Actions/Options/Recommendations:

Recommend approval of Resolution 2026-34

CITY OF CLEWISTON

RESOLUTION NO. 2026-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING A LETTER OF INTENT TO PURCHASE A FRONT LOADER FROM NEXTRAN TRUCKING; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE LETTER; PROVIDING FOR SEVERABILITY, CONFLICT, AND EFFECTIVE DATE.

WHEREAS, the city desires to purchase equipment for the Solid Waste department in FY2027; and

WHEREAS, Nextran has offered to postpone the sale of an existing unit until October 2026; and,

WHEREAS, by executing a letter of intent, the city can secure attractive pricing and avoid potential lead-time delays; and

WHEREAS, the City of Clewiston Board of Commissioners finds it in the best interest of the public safety to execute the Letter of Intent, and

WHEREAS, the city is authorized by law to enter into the agreements.

NOW, THEREFORE, **BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, THAT:**

Section 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution.

Section 2: The City Commission of the City of Clewiston hereby authorizes the City to utilize the Letter of Intent for the purpose which is specified in this Resolution and authorizes the mayor or his designee on behalf of the City to enter into the agreement.

Section 3: Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this resolution is declared invalid or unenforceable for any reason, such decision shall not affect the remaining portions of this resolution, which shall remain in full force and effect.

Section 4: Conflicts. The provisions of this article shall supersede any provisions of existing resolution in conflict herewith to the extent of said conflict.

Section 5: Effective Date. This Resolution shall take effect immediately upon its adoption by the City Commission.

Commissioner _____offered the foregoing resolution. Commissioner _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
JAMES PITTMAN, MAYOR	□	□	□
HILLARY HYSLOPE, VICE MAYOR	□	□	□
BARBARA EDMONDS, COMMISSIONER	□	□	□
MALI GARDNER, COMMISSIONER	□	□	□
JASON WILLIAMS, COMMISSIONER	□	□	□

PASSED AND ADOPTED by the City Commission of the City of Clewiston this 20th day of July 2026.

ATTEST: CITY OF CLEWISTON, FLORIDA

_____ _____

Fransheska Berrios, City Clerk James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Kaylee Tuck, City Attorney

CITY OF CLEWISTON

115 WEST VENTURA
CLEWISTON, FL 33440

July 20, 2026

Jeff Lester, Regional Truck Sales Manager
Nextran Truck Centers
7810 Adamo Dr.
Tampa, FL 33619

RE: LETTER OF INTENT – Mack Front Loader

Dear Mr. Lester:

This letter will confirm the agreement between Nextran Truck Centers and the City of Clewiston regarding the Mack Front Loader Vin #1M2TE2GC5TM014138 that is anticipated to be purchased by the city during FY2026-2027.

To secure equipment for the upcoming year and avoid potential delays with receiving a fleet vehicle, please proceed with the City's intentions to purchase the above-mentioned Front Loader.

This purchase is expressly contingent upon inclusion of the equipment in the FY26-27 budget.

Although this purchase is contingent upon the City of Clewiston Commission's inclusion of the expense within the approved and adopted FY2026-2027 budget, staff does not expect the vehicle to be eliminated from the budget during their official adoption process scheduled in September 2026.

This purchase is also contingent upon the commission's approval of authorized staff to purchase the vehicle with Nextran by piggybacking justification; this authorization is expected to be approved in October 2026.

Sincerely,

James Pittman
Mayor
City of Clewiston

Agenda Item Memorandum

TO: City Commission of the City of Clewiston

FROM: Lynne Mila, Director of Operations

VIA: Danny Williams, City Manager

DATE: July 20, 2026

SUBJECT: Resolution No. 2026-35 – Hannula Landscaping Change Order and Final Payment

---

Background: Resolution 2026-35 approves Change Order 1 and the final Application for Payment number 3 on behalf of Hannula Landscaping and Irrigation, Inc. for the US 27/Sugarland Hwy Phase 6 Beautification Project.

The change order will remove 5 trees from the scope of services that were intended to replace trees along Royal Palm Avenue. Contractor Hannula was unable to locate acceptable replacements.

Fiscal Impact: $10,354.80

Attachments:

1. Final Pay Application Number 3
2. Change Order Request
3. Resolution 2026-35

Recommendation: Approve Resolution 2026-35

Hannula Landscaping & Irrigation
17051 Jean Street Unit #7
Fort Myers, FL 33967
(239) 437-9666

Invoice

DATE	INVOICE NO.
7/16/26	24796

BILL TO	LOCATION
City of Clewiston 115 West Ventura Ave Clewiston, FL 33440	25-3832 US 27 Landscape Beautification

WO/PROPOSAL #	Service Date	P.O. NUMBER	TERMS	PROJECT
Grant G3958	7/16/26	2025-79	Due on receipt	25-3832 US 27 Landscape Beautification

QUANTITY	DESCRIPTION	RATE	AMOUNT
0.25	Maintenance of Traffic	7,200.00	1,800.00
5.00	Large Royestonia Elata - Each tree shall be staked and guyed per Index No. 544; Landscape installation, shall include the cost of removing the stakes and ties at the end of the establishment period.	3,486.00	17,430.00
-5.00	Change Order 001 - Deduct Palms not planted	3,486.00	-17,430.00
1.00	Retainage	8,554.80	8,554.80

Thank you for your business.

TOTAL $10,354.80

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma

TO CONTRACTOR: **City of Clewiston**
115 W. Ventura Avenue
Clewiston, FL 33440

PROJECT:
US Sugarland Highway Phase Six Beutification

APPLICATION NO.: 003 Final DATE: 7/16/2026
PERIOD: 6/13/26-7/15/26
PROJECT NOS.:
CONTRACT DATE: 12/15/2025

CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR

FROM SUBCONTRACTOR:
Hannula Landscape & Irrigation, Inc.

CONTRACT FOR: **Landscape & Irrigation**

VIA CONSTRUCTION MANAGER:
VIA ARCHITECT

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM**.....$		104,778.00
2. **Net Change By Change Orders**.....$		-17,430.00
3. **CONTRACT SUM TO DATE (Line 1 + 2)**....$		87,348.00
4. **TOTAL COMPLETED & STORED TO DATE**.$ (Column G on G702)		87,348.00
5. **RETAINAGE:**		
a. ___10__% of Completed Work (Columns D + E on G703)	$	0.00
b._____% of Stored Material (Column F on G703)	$	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	$	0.00
6. **TOTAL EARNED LESS RETAINAGE** ..... (Line 4 less Line 5 Total)	$	87,348.00
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate.....	$	76,993.20
8. **CURRENT PAYMENT DUE**.....	$	10,354.80
9. **BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	-$17,430.00	$0.00
TOTALS	-$17,430.00	$0.00
NET CHANGES by Change Order	-$17,430.00	

The undersigned Contractor certifies that to the best of the Contractor's knowlede, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Dale Hannula Date: 7/16/2026

Dale Hannula

State of: FL
County of: Lee
Subscribed and sworn to before me this 16 day of July ,2026

Notary Public: Renee Rehbein
My Commission expires:

Notary Public State of Florida
Renee Rehbein
My Commission HH 619531
Expires 1/23/2029

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: Date:

Architect:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTRACTOR: **City of Clewiston**

PROJECT NAME: US Sugarland Highway Phase Six Beautification
JOB NUMBER:

ORIGINAL CONTRACT AMOUNT	**$ 104,778.00**
REVISED CONTRACT AMOUNT	**$ 87,348.00**
Change Order (Overruns) Underruns To Date	**$ 17,430.00**

SUBCONTRACTOR: Hannula Landscaping and Irrigation, Inc. 17051 Jean Street Unit 7, Fort Myers, FL 33967

PAY APP#	003 Final
PAY APP DATE	07/16/26
START DATE	06/13/26
END DATE	07/15/26

											PREVIOUS REQUISITION		**CURRENT REQUISITION**		**TOTAL COMPLETE TO DATE**		**BALANCE TO COMPLETE**
ITEM	**DESCRIPTION**	**UNIT**	**UNIT PRICE**	**QTY**	**CONTRACT AMOUNT**	**CHANGE ORDER ADD**	**CHANGE ORDER SUB**	**C/O #**	**REVISED QTY**	**REVISED CONTRACT**	**QTY COMPLETE**	**PREVIOUS INSTALLED**	**QTY COMPLETE**	**THIS MONTH INSTALLED**	**QTY COMPLETE**	**INSTALLED TO DATE**	**BALANCE TO COMPLETE**
101-1	Mobilization	LS	3200.00	1	$ 3,200.00	0	0		1	$ 3,200.00	1.000	$ 3,200.00		$ -	1.000	$ 3,200.00	$ -
102-1	Maintenance of Traffic	LS	7200.00	1	$ 7,200.00	0	0		1	$ 7,200.00	0.750	$ 5,400.00	0.250	$ 1,800.00	1.000	$ 7,200.00	$ -
555-1-1	Directional Bore- directional bore necessary for installation of irrigation system, must include materials.	LF	34.00	475	$ 16,150.00	0	0		475	$ 16,150.00	475.000	$ 16,150.00		$ -	475.000	$ 16,150.00	$ -
580-1-2	Large Royestonia Elata - Each tree shall be staked and guyed per Index No. 544; Landscape installation, shall include the cost of removing the stakes and ties at the end of the establishment period.	EA	3486.00	18	$ 62,748.00	0	0		18	$ 62,748.00	13.000	$ 45,318.00	5.000	$ 17,430.00	18.000	$ 62,748.00	$ -
590-70	Irrigation System	EA	15480.00	1	$ 15,480.00	0	0		1	$ 15,480.00	1.000	$ 15,480.00		$ -	1.000	$ 15,480.00	$ -
					$ -	0	0		0	$ -		$ -		$ -	0.000	$ -	$ -
					$ -	0	0		0	$ -		$ -		$ -	0.000	$ -	$ -
					$ -	0	0		0	$ -		$ -		$ -	0.000	$ -	$ -
CHANGE ORDER NUMBER	**CHANGE ORDER ITEMS**																
CO 001	Change Order 001	LS	$ 17,430.00	-1		0	1	1	-1	$ (17,430.00)		$ -	-1.000	$ (17,430.00)	-1.000	$ (17,430.00)	$ -
	TOTAL CONTRACT				**$ 104,778.00**					**$ 87,348.00**		**$ 85,548.00**		**$ 1,800.00**		**$ 87,348.00**	**$ -**

HANNULA
LANDSCAPING & IRRIGATION, INC.

OWNER	x
ARCHITECT	
CONTRACTOR	
FIELD	
OTHER	

CHANGE ORDER REQUEST

PROJECT	US 27 /Sugarland Highway Phase 6 Beautification Project	**CO Request No.:**	1
		DATE	6/30/2026
		JOB NUMBER	**25-3832**
		CONTRACT DATE	12/15/2025
		CONTRACT FOR	***Landscape Irrigation Sod***
CONTRACTOR	**City of Clewiston**		

The Contract is changed as follows and covers the performance of all work, pertaining to the original contract requirements heretofore modified to effect the following modifications:

Deduct (5) Royal Palms not planted			
-5 Large Royestonia elata (580-1-2)	$	3,486.00	$ (17,430.00)

TOTAL COST **-$17,430.00**

Not valid until signed by the below authorized representatives.

SUBCONTRACTOR	**CONTRACTOR**
Hannula Landscaping and Irrigation, Inc.	
BY	**BY**
(name)	**(name)**
DATE	**DATE**

CITY OF CLEWISTON

RESOLUTION NO. 2026-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE CHANGE ORDER REQUEST AND FINAL PAYMENT FOR THE US 27/SUGARLAND HIGHWAY PHASE 6 BEAUTIFICATION PROJECT. AUTHORIZING THE APPRORIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY, CONFLICT, AND EFFECTIVE DATE.

WHEREAS, the City of Clewiston ("City") awarded the US27/Sugarland Highway Phase 6 Beautification Project to Contractor Hannula Landscape and Irrigation, Inc., ("Hannula"), and

WHEREAS, Change Order No. 1 deducts five Royal Palms not planted from the scope of services; and

WHEREAS, Hannula has completed the project, and is requesting final payment, and

WHEREAS, the city is authorized by law to enter into the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, THAT:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution.

SECTION 2. The Change Order Request 1 is approved**.**

SECTION 3. The Application and Certification for Payment NO. 3 for final payment for the US27/Sugarland Highway Phase 6 Beautification Project is approved contingent upon receipt of the contractor's final release of lien**.**

SECTION 4. This Resolution shall become effective immediately upon its passage and adoption.

Commissioner _____ offered the foregoing resolution. Commissioner _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
JAMES PITTMAN, MAYOR	□	□	□
HILLARY HYSLOPE, VICE MAYOR	□	□	□
BARBARA EDMONDS, COMMISSIONER	□	□	□
MALI GARDNER, COMMISSIONER	□	□	□
JASON WILLIAMS, COMMISSIONER	□	□	□

PASSED AND APPROVED by the City Commission of the City of Clewiston on this **20th** day of **July** 2026.

ATTEST: CITY OF CLEWISTON, FLORIDA

_____ _____
Fransheska Berrios, City Clerk James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Kaylee Tuck, City Attorney

Agenda Item Memorandum

TO: **City Commission of the City of Clewiston**

FROM: **Lynne Mila, Director of Operations**

VIA: **Danny Williams, City Manager**

DATE: **July 20, 2026**

SUBJECT: **Consideration of approval of Resolution 2026-36**

Background/History:

Resolution No. 2026-36 approves the ranking of the selection committee and authorizes the Mayor to execute a Contract for Debris Removal and Disposal Services and Emergency Road Clearing with Wherry Truck Lines, Inc.

Responses for a Request for Proposal (RFP) for Disaster Debris Removal and Disposal Services were received by Hendry County on July 18, 2025. Eleven firms submitted proposals. The selection committee met on September 10, 2025, for the evaluations and ranking of the submittals. No presentations were given. The RFP was divided into four zones. The City of Clewiston is Zone #1. The selection committee recommends the Commission authorize a contract with the following for Zone #1:

A. **Wherry Truck** - **Primary Contractor** for right-of-way clearing and debris removal including leaners, hangars and stumps, management and operation of debris management site (DMS), and emergency road clearing

B. **CTC Disaster Response, Inc** - **Secondary Contractor** for right-of-way clearing and debris removal including leaners, hangars and stumps, management and operation of debris management site (DMS) and emergency road clearing.

Financial Impact: Unknown

Attachments:

a. Resolution 2026-36
b. Contract for Disaster Debris Removal and Disposal Services
c. Contract for Disaster Debris Removal and Disposal Services Exhibit
d. BOCC agenda report 9-22-25

Recommendations:

Recommend approval of Resolution 2026-36

CITY OF CLEWISTON

RESOLUTION NO. 2026-36

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE RANKING OF THE SELECTION COMMITTEE AND AUTHORIZING THE CONTRACTS WITH WHERRY TRUCK LINES, INC. FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES.

WHEREAS, Hendry County issued RFP No. 2025-22 for Disaster Debris Removal and Disposal Services for Hendry County, the City of LaBelle and the City of Clewiston; and

WHEREAS, responses were received by Hendry County on July 18, 2025; and

WHEREAS, the selection committee met on September 10, 2025, to discuss and rank proposals that were submitted; and

WHEREAS, it is now necessary for the Commission to approve the ranking of the selection committee with the selected companies for the City of Clewiston (Zone #1) and authorize the contracts with the selected companies.

WHEREAS, the city is authorized by law to enter into the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, THAT:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution.

SECTION 2. The ranking of the selection committee for the top two contractors is hereby approved.

SECTION 3. The Mayor is hereby authorized to execute the contracts with Wherry Truck Lines, Inc. for disaster debris removal and disposal services.

SECTION 4. This Resolution shall become effective immediately upon its passage and adoption.

Commissioner _____ offered the foregoing resolution. Commissioner _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
JAMES PITTMAN, MAYOR	□	□	□
HILLARY HYSLOPE, VICE MAYOR	□	□	□
BARBARA EDMONDS, COMMISSIONER	□	□	□
MALI GARDNER, COMMISSIONER	□	□	□
JASON WILLIAMS, COMMISSIONER	□	□	□

PASSED AND APPROVED by the City Commission of the City of Clewiston this **20th** day of **July** 2026.

ATTEST: CITY OF CLEWISTON, FLORIDA

_____ _____
Fransheska Berrios, City Clerk James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Kaylee Tuck, City Attorney

CONTRACT FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES WITH PRIMARY CONTRACTOR FOR ZONE 1

This Contract is made this **20th** day of **July,** 2026, by and between City of Clewiston, Florida, a political subdivision of the State of Florida, 115 W Ventura Avenue, Clewiston, FL 33440, hereinafter called "City", and WHERRY TRUCK LINES, INC., a Florda corporation, 5790 Country Lakes Drive Fort Myers, FL 33905, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter set forth:

1. Project: Contractor shall commence and furnish disaster debris removal and disposal services in Zone 1 – City of Clewiston, as outlined in the Scope of Work, attached hereto as Exhibit "A", and Contractor's response, attached hereto as Exhibit "B", hereinafter referred to as the "Project". Contractor is the primary contractor and shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the completion of the Project described herein, except to the extent that the City activates other contractors, in which event Contractor shall be responsible for furnishing all of the materials, supplied, tools, equipment, labor and other services necessary for the completion of the portion of the Project assigned to it.

2. Term: The term of this Contract shall be from August 1, 2026 through July 31, 2027. At the option of the City, exercised by the City Manager, this Contract may be extended for three (3) additional one (1) year periods for the same price.

3. Contract Price: Contractor agrees to perform all of the work described in the Contract Documents for the satisfactory completion of the contracted work as listed on the rate schedule Submitted by the Contractor included in Exhibit "B". The Contract price shall not be increased in the total amount stated herein without a written change order executed by the City, notwithstanding increased quantities or conditions which may be needed to perform Contractor's obligations hereunder, nor shall the Contractor be entitled to any additional time or payment for time required for the submission and consideration of any such change order request. This paragraph shall not apply to work or services provided when required to alleviate an emergency condition not caused by the Contractor's actions or omissions.

4. No General Obligation: The City is not obligated to pay hereunder any sum of money in excess of the amount budgeted therefor in the budget for the current fiscal year. In the event the Project extends beyond the City's current fiscal year, the City will not be obligated to pay hereunder unless sufficient funds are included in the adopted budget(s) for that (those) fiscal year(s). The City will undertake good faith efforts to include sufficient funds in the adopted budget(s) for that (those) fiscal years(s). In no event shall any obligation of the City under this Contract be or constitute a pledge of the ad valorem taxing power of the City within the meaning of the Constitution of the State of Florida or any other applicable laws. Neither the Contractor nor any other party shall ever have the right to compel the exercise of the ad valorem taxing power of the City in any form on any real or personal property to pay the City's obligations or undertakings hereunder.

5. Payment: Payments will be made by the City from invoices submitted monthly to the City Clerk’s Office, 115 W. Ventura Ave., Clewiston, Florida 33440. Upon submission of a proper invoice and confirmation of satisfactory completion of work, the City will process the invoice for payment.

6. Payment Not a Waiver or Acceptance: No payment to Contractor, nor any use of the Project by City, shall be interpreted or construed to constitute acceptance of any work not in strict compliance with the Contract, and Contractor expressly accepts the risk that defective work may not be detected (1) during any inspection by City, (2) prior to making of any payment to Contractor, or (3) before City's use of the Project.

7. Claims of Subcontractors: All work performed hereunder shall be accomplished in a manner that will result in no liens, claims or encumbrances being imposed on the City's property or suits brought against the City. Contractor shall ensure prompt payment of all subcontractors and materialmen utilized by Contractor on the Project. In the event any materialman or subcontractor of Contractor should file any lien on the property of the City or otherwise file a claim against the City, Contractor shall obtain the release and satisfaction of the lien or claim within ten (10) days of its filing. Contractor shall be liable for any consequential damages to the City resulting from the filing of any lien or claim.

8. Contract Documents: The term "Contract Documents" means and includes the following, which are hereby incorporated by reference and made a binding part of this Contract:

A. This Contract
B. Request for Proposals No. 2025-22 - Exhibit "A"
C. Contractor Proposal - Exhibit "B"

In the event of inconsistency or ambiguity between any of the Contract Documents, the documents shall control the others in the above order of priority.

9. Complete Agreement: This Contract constitutes the entire and exclusive agreement between City and Contractor with reference to the Project. This Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.

10. Assignment: This Contract may not be assigned except at the prior written consent of City, and if so assigned, shall extend and be binding upon the successors and assigns of Contractor.

11. Statutory Disclosures:

A. Public Entity Crime: As provided by Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public

entity crime applicable to that person or to an affiliate of that person. By its execution hereof, Contractor certifies that neither it nor an affiliate is on the convicted vendor list.

B. Activities in Certain Countries:

(1) Pursuant to Florida Statute 287.135(2), the City does not contract with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel. Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List and it is not participating in a boycott of Israel. The City may terminate this Contract if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(2) Pursuant to Florida Statute 287.135(2), the City does not contract with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or which is engaged in business operations in Cuba or Syria. Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. The City may terminate this Contract if the Contractor is found to have submitted a false certification as provided under Florida Statute 287.135(5), been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

The contracting prohibitions in the preceding paragraph become inoperative on the date that federal law ceases to authorize states to adopt and enforce such contracting prohibitions.

12. Federally Required Provisions:

A. Equal Employment Opportunity:

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24,

1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The Contractor will take the five affirmative steps described in 2 C.F.R. §200.321(b) with respect to contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

B. Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week.

C. Copeland "Anti-Kickback" Act: Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

D. Contract Work Hours and Safety Standards Act:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

(5) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

E. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act:

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the funding Federal agency and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act:

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the funding Federal agency and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. Suspension and Debarment:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. Byrd Anti-Lobbying Amendment: Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. Access to Records:

The following access to records requirements apply to this Contract:

(1) The Contractor agrees to provide the City, the funding Federal agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the funding Federal agency access to construction or other work sites pertaining to the work being completed under the Contract.

(4) Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed.

I. Procurement of Recovered Materials:

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. Domestic Preferences for Procurements:

(1) Contractor shall purchase, acquire or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(2) For purposes of this section:

(i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

K. Prohibition on Certain Telecommunications & Video Surveillance Services or Equipment:

Contractor shall not:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(i) Telecommunications or video surveillance services provided by such entities or using such equipment.

(ii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

L. DHS Symbols: The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

M. FEMA Assistance: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

N. Federal Government Not a Party: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. Administrative Remedies for False Claims and Statements: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. Subcontracting: The Contractor will take the five affirmative steps described in 2 C.F.R. §200.321(b) with respect to contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

13. Administration of Contract: The Director of Operations shall administer this Contract for the City. The City Manager may approve change orders or contract amendments involving no change to the contract price or costing less than $10,000. The City Commission must approve change orders or contract amendments costing $10,000 or more.

14. Notices: Any notices hereunder shall be provided by hand delivery, certified U.S. Mail (return receipt requested) or by a nationally-recognized delivery service (with proof of delivery) to the other Party in writing at the address specified in the opening paragraph hereof. Additionally, a corporate officer of Contractor or the on-site superintendent in charge of the Project are appropriate persons to receive notice on behalf of Contractor. All notices shall be effective upon receipt.

15. Binding Effect; Governing Law: The parties acknowledge that they have thoroughly read this Contract and have sought and received whatever legal advice as was necessary for them to form a full and complete understanding of all rights and obligations herein. The language of this Contract has been agreed to by both parties to express their mutual intent and no rules of strict construction shall be applied against either party hereto. This Contract shall be interpreted and governed according to the Laws of the State of Florida. Contractor submits to

the jurisdiction of Florida courts over it. Venue for all actions involving this Contract shall be in Hendry County.

16. Amendments: No amendment or variation from the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.

17. Indemnity: For and in consideration of receipt of $10.00 and other good and valuable consideration, which is included in the amount paid to Contractor in Section 3, Contractor shall indemnify and hold harmless City and all of its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the work.

18. Contractor to Repair Property Damage Caused by the Contractor: Contractor agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the City, any property damage arising out of, or caused by, the willful or negligent acts of the Contractor, or of its sub-contractors. The Contractor's obligation under this section does not apply to property damage caused by any other consultant or contractor engaged directly by the City. The City reserves the right, should the Contractor fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Contractor, or by the Contractor reimbursing the City for all such costs and expenses.

19. Insurance:

A. Commercial General Liability: Contractor shall have and maintain throughout the duration of the Contract Commercial General Liability (CGL) Insurance with limits of at least $1,000,000 each person/each occurrence. If such CGL insurance contains a general aggregate limit, the limit shall be at least $2,000,000. Products and completed operations aggregate shall be no less than $2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, personal injury and advertising injury. Contractor’s CGL insurance shall be primary with respect to City, and contribution may not be sought from any insurance held by the City.

B. Business Automobile Liability: Contractor shall have and maintain throughout the duration of the Contract Business Automobile Liability Insurance with limits of at least $1,000,000 each person/each accident for bodily injury and property damage liability arising out of any auto (including owned, hired and non-owned autos). Contractual liability coverage shall be provided. Contractor’s Business Automobile Liability insurance shall be primary with respect to City, and contribution may not be sought from any insurance held by the City.

C. Workers Compensation: Unless exempt, Contractor shall have and maintain throughout the duration of the Contract Worker's Compensation Insurance in accordance with State law and Employer's Liability coverage with a limit of at least $1,000,000 each accident, $500,000 each employee, and $500,000 policy limit for disease. In case any work is subcontracted, Contractor shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

D. Reserved.

E. Certificates of Insurance: All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. City of Clewiston must be named as an additional insured on all policies except Workers' Compensation. Contractor must provide valid certificates of insurance to the City for all policies. Contractor will be required to provide the City, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

20. Compliance with Labor Laws: Contractor shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws. Contractor shall not discriminate against any employee or any applicant for employment on the grounds of race, color, religion, gender, sexual orientation, gender identity, national origin, age, handicap or marital status. Contractor shall include this non-discrimination clause in all subcontracts for services under this Contract.

21. Public Records: All documents, including but not limited to, letters, memos, e-mails, computer files, photographs, drawings, tracings, plans, specifications, maps, evaluations, reports and other records and data of any type relating to the Project received, prepared or developed by Contractor under this Contract are public records subject to Florida Statutes Chapter 119 and shall not be destroyed.

Contractor shall:

(a) Keep and maintain public records required by the City to perform the service.
(b) Upon request from the City's custodian of public records, provide the City 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 in Florida Statutes Chapter 119 or as otherwise provided by law.
(c) Ensure that public 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 following completion of the contract if the Contractor does not transfer the records to the City.
(d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor 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 shall 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 completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT FRANSHESKA BERRIOS AT (863) 983-1484, FRANSHESKA.BERRIOS@CLEWISTON-FL.COM, OR 115 W. VENTURA AVE., CLEWISTON, FL 33440.

22. E-Verify:

(a) The City will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The City shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the INA.

(b) Contractor shall register with and use the U. S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the work authorization status of all newly hired employees during the term of the Contract.

(c) If the Contractor enters into a contract with a subcontractor, the Contractor shall include a clause requiring the subcontractor and its sub-subcontractors to register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the term of the Contract. Furthermore, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract.

(d) Violation by Contractor of the foregoing requirements shall be grounds for unilateral termination of this Contract by the City.

23. Relationship of the Parties; No Obligation to Third Parties: Contractor is an independent contractor of the City. Nothing in this Contract shall be deemed to contemplate either party as a partner, agent or representative of the other party, or to create the relationship of employer-employee. No party to this Contract shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties. The parties specifically intend that no third party have any rights hereunder.

24. Termination: This Contract may be terminated by the City for its convenience, effective upon receipt of written notice by Contractor or five (5) days after mailing by City, whichever occurs first. In the event of termination, Contractor shall be paid in full for items supplied to the day of such termination.

25. Default of Contract: If the Contractor fails to perform the Contract terms and conditions, fails to begin the work within the time specified, fails to perform the work with sufficient staff, equipment or materials to assure the prompt completion of the Contract, performs the work unsuitably, neglects or refuses to remove materials, refuses to perform work, fails to comply with Contract requirements, or if the Contractor's performance under the Contract becomes otherwise unsatisfactory in the opinion of the City, the City will give notice, in writing, to the Contractor stating the nature of the failure to perform and providing a time certain to correct the failure. If the Contractor, within the period of time described in the notice, shall not correct the conditions of which complaint is made the City may declare the Contractor in default and pursue all legal and equitable remedies available to the City, including but not limited to terminating the Contract and/or pursuing court action.

26. Nonaction on Failure to Observe Provisions of this Contract. The failure of the City or the Contractor to promptly insist upon strict performance of any term, covenant, condition or provision of this Contract or any exhibit or any other agreement contemplated hereby, shall not be deemed a waiver of any right or remedy that the City or the Contractor may have, and shall not be deemed a waiver of any subsequent default or nonperformance of such term, covenant, condition or provision.

27. Severability: In the event that any portion or portions of this Contract is held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portion(s) had not been included, unless to do so would cause this Contract to fail of its essential purposes.

28. Suspended or Debarred Vendors: The City does not award contracts to or consent to subcontracts with suspended or debarred vendors, unless the City Manager has determined that an emergency exists justifying such action and obtained approval from the Board. Such vendors are also excluded from conducting business with the City as agents, representatives, subcontractors or partners of other vendors. Furthermore, subsequent suspension or debarment may constitute grounds for termination of this Contract.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

CITY OF CLEWISTON CITY COMMISSION

BY: _____
FRANSHESKA BERRIOS, CITY CLERK

BY: _____
JAMES PITTMAN, MAYOR

APPROVED AS TO FORM

DATE: _____

BY: _____
KAYLEE TUCK, CITY ATTORNEY

ATTEST:

CONTRACTOR

_____
(Witness)

BY: _____
(Authorized Signature)

_____
(Witness)

_____
(Title)

DATE: _____

CORPORATE SEAL

CONTRACT FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES WITH PRIMARY CONTRACTOR FOR ZONES 3 AND 4

This Contract is made this 22 day of October, 2025, by and between Hendry County, a political subdivision of the State of Florida, P.O. Box 2340, LaBelle, Florida 33975, hereinafter called "County", and WHERRY TRUCK LINES, INC., a Florda corporation, 5790 Country Lakes Drive Fort Myers, FL 33905, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter set forth:

1. **Project:** Contractor shall commence and furnish disaster debris removal and disposal services in Zone #3 – Eastern Unincorporated Hendry County and Zone 4 – Western Unincorporated Hendry County, Florida, as outlined in the Scope of Work, attached hereto as Exhibit "A", and Contractor's response, attached hereto as Exhibit "B", hereinafter referred to as the "Project". Contractor is the primary contractor and shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the completion of the Project described herein, except to the extent that the County activates other contractors, in which event Contractor shall be responsible for furnishing all of the materials, supplied, tools, equipment, labor and other services necessary for the completion of the portion of the Project assigned to it.

2. **Term:** The term of this Contract shall be from November 1, 2025 through October 31, 2026. At the option of the County, exercised by the County Administrator, this Contract may be extended for three (3) additional one (1) year periods for the same price.

3. **Contract Price:** Contractor agrees to perform all of the work described in the Contract Documents for the satisfactory completion of the contracted work as listed on the rate schedule Submitted by the Contractor included in Exhibit "B". The Contract price shall not be increased in the total amount stated herein without a written change order executed by the County, notwithstanding increased quantities or conditions which may be needed to perform Contractor's obligations hereunder, nor shall the Contractor be entitled to any additional time or payment for time required for the submission and consideration of any such change order request. This paragraph shall not apply to work or services provided when required to alleviate an emergency condition not caused by the Contractor's actions or omissions.

4. **No General Obligation:** The County is not obligated to pay hereunder any sum of money in excess of the amount budgeted therefor in the budget for the current fiscal year. In the event the Project extends beyond the County's current fiscal year, the County will not be obligated to pay hereunder unless sufficient funds are included in the adopted budget(s) for that (those) fiscal year(s). The County will undertake good faith efforts to include sufficient funds in the adopted budget(s) for that (those) fiscal years(s). In no event shall any obligation of the County under this Contract be or constitute a pledge of the ad valorem taxing power of the County within the meaning of the Constitution of the State of Florida or any other applicable laws. Neither the Contractor nor any other party shall ever have the right to compel the exercise of the ad valorem taxing power of the County in any form on any real or personal property to pay the County's obligations or undertakings hereunder.

5. **Payment:** Payments will be made by the County from invoices submitted monthly to the Hendry County Engineering Department, Post Office Box 1607, LaBelle, Florida 33975,

LaBelle, Florida 33975. Upon submission of a proper invoice and confirmation of satisfactory completion of work, the County will process the invoice for payment.

6. Payment Not a Waiver or Acceptance: No payment to Contractor, nor any use of the Project by County, shall be interpreted or construed to constitute acceptance of any work not in strict compliance with the Contract, and Contractor expressly accepts the risk that defective work may not be detected (1) during any inspection by County, (2) prior to making of any payment to Contractor, or (3) before County's use of the Project.

7. Claims of Subcontractors: All work performed hereunder shall be accomplished in a manner that will result in no liens, claims or encumbrances being imposed on the County's property or suits brought against the County. Contractor shall ensure prompt payment of all subcontractors and materialmen utilized by Contractor on the Project. In the event any materialman or subcontractor of Contractor should file any lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain the release and satisfaction of the lien or claim within ten (10) days of its filing. Contractor shall be liable for any consequential damages to the County resulting from the filing of any lien or claim.

8. Contract Documents: The term "Contract Documents" means and includes the following, which are hereby incorporated by reference and made a binding part of this Contract:

A. This Contract
B. Request for Proposals No. 2025-22 - Exhibit "A"
C. Contractor Proposal - Exhibit "B"

In the event of inconsistency or ambiguity between any of the Contract Documents, the documents shall control the others in the above order of priority.

9. Complete Agreement: This Contract constitutes the entire and exclusive agreement between County and Contractor with reference to the Project. This Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.

10. Assignment: This Contract may not be assigned except at the prior written consent of County, and if so assigned, shall extend and be binding upon the successors and assigns of Contractor.

11. Statutory Disclosures:

A. Public Entity Crime: As provided by Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact

business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. By its execution hereof, Contractor certifies that neither it nor an affiliate is on the convicted vendor list.

B. Activities in Certain Countries:

(1) Pursuant to Florida Statute 287.135(2), the County does not contract with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel. Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List and it is not participating in a boycott of Israel. The County may terminate this Contract if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(2) Pursuant to Florida Statute 287.135(2), the County does not contract with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or which is engaged in business operations in Cuba or Syria. Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. The County may terminate this Contract if the Contractor is found to have submitted a false certification as provided under Florida Statute 287.135(5), been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

The contracting prohibitions in the preceding paragraph become inoperative on the date that federal law ceases to authorize states to adopt and enforce such contracting prohibitions.

12. Federally Required Provisions:

A. Equal Employment Opportunity:

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the

following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations,

or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The Contractor will take the five affirmative steps described in 2 C.F.R. §200.321(b) with respect to contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

B. Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week.

C. Copeland "Anti-Kickback" Act: Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

D. Contract Work Hours and Safety Standards Act:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty

hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

(5) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

E. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act:

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the funding Federal agency and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act:

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the funding Federal agency and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. Suspension and Debarment:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. Byrd Anti-Lobbying Amendment: Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. Access to Records:

The following access to records requirements apply to this Contract:

(1) The Contractor agrees to provide the County, the funding Federal agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the funding Federal agency access to construction or other work sites pertaining to the work being completed under the Contract.

(4) Contractor shall maintain all required records for three years after the County makes final payment and all other pending matters are closed.

I. Procurement of Recovered Materials:

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. Domestic Preferences for Procurements:

(1) Contractor shall purchase, acquire or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(2) For purposes of this section:

(i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

K. Prohibition on Certain Telecommunications & Video Surveillance Services or Equipment:

Contractor shall not:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

L. DHS Symbols: The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

M. FEMA Assistance: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

N. Federal Government Not a Party: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. Administrative Remedies for False Claims and Statements: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. Subcontracting: The Contractor will take the five affirmative steps described in 2 C.F.R. §200.321(b) with respect to contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

13. Administration of Contract: The Public Works Director shall administer this Contract for the County. The County Administrator may approve change orders or contract amendments involving no change to the contract price or costing less than $10,000. The Board of County Commissioners must approve change orders or contract amendments costing $10,000 or more.

14. Notices: Any notices hereunder shall be provided by hand delivery, certified U.S. Mail (return receipt requested) or by a nationally-recognized delivery service (with proof of delivery) to the other Party in writing at the address specified in the opening paragraph hereof. Additionally, a corporate officer of Contractor or the on-site superintendent in charge of the Project are appropriate persons to receive notice on behalf of Contractor. All notices shall be effective upon receipt.

15. Binding Effect; Governing Law: The parties acknowledge that they have thoroughly read this Contract and have sought and received whatever legal advice as was necessary for them to form a full and complete understanding of all rights and obligations herein. The language of this Contract has been agreed to by both parties to express their mutual intent and no rules of

strict construction shall be applied against either party hereto. This Contract shall be interpreted and governed according to the Laws of the State of Florida. Contractor submits to the jurisdiction of Florida courts over it. Venue for all actions involving this Contract shall be in Hendry County.

16. Amendments: No amendment or variation from the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.

17. Indemnity: For and in consideration of receipt of $10.00 and other good and valuable consideration, which is included in the amount paid to Contractor in Section 3, Contractor shall indemnify and hold harmless County and all of its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the work.

18. Contractor to Repair Property Damage Caused by the Contractor: Contractor agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the County, any property damage arising out of, or caused by, the willful or negligent acts of the Contractor, or of its sub-contractors. The Contractor's obligation under this section does not apply to property damage caused by any other consultant or contractor engaged directly by the County. The County reserves the right, should the Contractor fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Contractor, or by the Contractor reimbursing the County for all such costs and expenses.

19. Insurance:

A. Commercial General Liability: Contractor shall have and maintain throughout the duration of the Contract Commercial General Liability (CGL) Insurance with limits of at least $1,000,000 each person/each occurrence. If such CGL insurance contains a general aggregate limit, the limit shall be at least $2,000,000. Products and completed operations aggregate shall be no less than $2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, personal injury and advertising injury. Contractor’s CGL insurance shall be primary with respect to County, and contribution may not be sought from any insurance held by the County.

B. Business Automobile Liability: Contractor shall have and maintain throughout the duration of the Contract Business Automobile Liability Insurance with limits of at least $1,000,000 each person/each accident for bodily injury and property damage liability arising out of any auto (including owned, hired and non-owned autos). Contractual liability coverage shall be provided. Contractor’s Business Automobile Liability insurance shall be primary with respect to County, and contribution may not be sought from any insurance held by the County.

C. Workers Compensation: Unless exempt, Contractor shall have and maintain throughout the duration of the Contract Worker's Compensation Insurance in accordance with State law and Employer's Liability coverage with a limit of at least $1,000,000 each accident, $500,000 each employee, and $500,000 policy limit for disease. In case any work is subcontracted, Contractor shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

D. Reserved.

E. Certificates of Insurance: All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. Hendry County must be named as an additional insured on all policies except Workers' Compensation. Contractor must provide valid certificates of insurance to the County for all policies. Contractor will be required to provide the County, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

20. Compliance with Labor Laws: Contractor shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws. Contractor shall not discriminate against any employee or any applicant for employment on the grounds of race, color, religion, gender, sexual orientation, gender identity, national origin, age, handicap or marital status. Contractor shall include this non-discrimination clause in all subcontracts for services under this Contract.

21. Public Records: All documents, including but not limited to, letters, memos, e-mails, computer files, photographs, drawings, tracings, plans, specifications, maps, evaluations, reports and other records and data of any type relating to the Project received, prepared or developed by Contractor under this Contract are public records subject to Florida Statutes Chapter 119 and shall not be destroyed.

Contractor shall:

(a) Keep and maintain public records required by the County to perform the service.
(b) Upon request from the County's custodian of public records, provide the County 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 in Florida Statutes Chapter 119 or as otherwise provided by law.
(c) Ensure that public 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 following completion of the contract if the Contractor does not transfer the records to the County.
(d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the

County upon completion of the contract, the Contractor shall 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 completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT SHANE PAKER AT (863) 675-5222, SPARKER@HENDRYFLA.NET, OR P.O. BOX 2340, LABELLE, FL 33975.

22. E-Verify:

(a) The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the INA.

(b) Contractor shall register with and use the U. S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the work authorization status of all newly hired employees during the term of the Contract.

(c) If the Contractor enters into a contract with a subcontractor, the Contractor shall include a clause requiring the subcontractor and its sub-subcontractors to register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the term of the Contract. Furthermore, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract.

(d) Violation by Contractor of the foregoing requirements shall be grounds for unilateral termination of this Contract by the County.

23. Relationship of the Parties; No Obligation to Third Parties: Contractor is an independent contractor of the County. Nothing in this Contract shall be deemed to contemplate either party as a partner, agent or representative of the other party, or to create the relationship of employer-employee. No party to this Contract shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties. The parties specifically intend that no third party have any rights hereunder.

24. Termination: This Contract may be terminated by the County for its convenience, effective upon receipt of written notice by Contractor or five (5) days after mailing by County, whichever occurs first. In the event of termination, Contractor shall be paid in full for items supplied to the day of such termination.

25. Default of Contract: If the Contractor fails to perform the Contract terms and conditions, fails to begin the work within the time specified, fails to perform the work with sufficient staff, equipment or materials to assure the prompt completion of the Contract, performs the work unsuitably, neglects or refuses to remove materials, refuses to perform work, fails to comply with Contract requirements, or if the Contractor's performance under the Contract becomes otherwise unsatisfactory in the opinion of the County, the County will give notice, in writing, to the Contractor stating the nature of the failure to perform and providing a time certain to correct the failure. If the Contractor, within the period of time described in the notice, shall not correct the conditions of which complaint is made the County may declare the Contractor in default and pursue all legal and equitable remedies available to the County, including but not limited to terminating the Contract and/or pursuing court action.

26. Nonaction on Failure to Observe Provisions of this Contract. The failure of the County or the Contractor to promptly insist upon strict performance of any term, covenant, condition or provision of this Contract or any exhibit or any other agreement contemplated hereby, shall not be deemed a waiver of any right or remedy that the County or the Contractor may have, and shall not be deemed a waiver of any subsequent default or nonperformance of such term, covenant, condition or provision.

27. Severability: In the event that any portion or portions of this Contract is held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portion(s) had not been included, unless to do so would cause this Contract to fail of its essential purposes.

28. Suspended or Debarred Vendors: The County does not award contracts to or consent to subcontracts with suspended or debarred vendors, unless the County Administrator has determined that an emergency exists justifying such action and obtained approval from the Board. Such vendors are also excluded from conducting business with the County as agents, representatives, subcontractors or partners of other vendors. Furthermore, subsequent suspension or debarment may constitute grounds for termination of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in two originals effective on the date first above written.

ATTEST:

Kimberley Barrineau, Clerk

HENDRY COUNTY

By: _____

Mitchell Wills, Vice Chair, County Commission

WHERRY TRUCK LINES, INC

Kendell Wherry, President

Exhibit "A"

REQUEST FOR PROPOSALS FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES FOR HENDRY COUNTY, THE CITY OF CLEWISTON, AND THE CITY OF LABELLE

RFP No. 2025-22

OPENING DATE AND TIME: JULY 18, 2025 AT 2:00 P.M.

Prepared by: Hendry County Engineering Department
Dated: June 4, 2025

HENDRY COUNTY
BOARD OF COUNTY COMMISSIONERS
LABELLE, FL 33935

RFP No. 2025-22

EMMA J. BYRD, CHAIRPERSON
EMORY "ROWDY" HOWARD
MITCHELL WILLS
RAMON IGLESIAS
MICHAEL ATKINSON

JENNIFER DAVIS, COUNTY ADMINISTRATOR
MATT RAULERSON, COUNTY ATTORNEY

REQUEST FOR PROPOSALS FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES FOR HENDRY COUNTY, THE CITY OF CLEWISTON, AND THE CITY OF LABELLE

RFP No. 2025-22

OPENING DATE AND TIME: JULY 18, 2025 AT 2:00 P.M.

The Hendry County Board of County Commissioners, the City of Clewiston, and the City of LaBelle are seeking proposals to obtain the services of qualified firms to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property, public rights-of-way, and private roadways in unincorporated Hendry County, the City of Clewiston, and the City of LaBelle in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes. The Vendor must handle debris management activities in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the local governments' needs. The Vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other Federal Agencies, and other State relief program regulations regarding eligibility. Contracts must meet rules for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 in order to be eligible for reimbursement under the Public Assistance Program. All submittals (see Section VI, Submission Requirements) received in response to this RFP will be reviewed by a County Evaluation Committee. In order to be considered, submittals must be received by the Board of County Commissioners at the C. E. Hall Building (Clerk's Office) in the Hendry County Courthouse Complex, 25 E. Hickpochee Avenue, LaBelle, Florida by **July 18, 2025 at 2:00 P.M.**, at which time all responses to this request will be recorded in the presence of one or more witnesses.

A copy of the Instructions and RFP Documents can be obtained online at www.hendryfla.net under the Public Information tab or by calling (863) 675-5222.

The solicitation does not commit Hendry County, the City of Clewiston, or the City of LaBelle to award any contracts, to pay any costs incurred in the preparation of a response to this solicitation, or to contract for any services. The County retains the right to cancel this solicitation or reject any or all responses for any reason set forth in Hendry County Code Section 1-2-185(c)(3)a and may choose to re-procure at the discretion of the Board of County Commissioners.

Hendry County, the City of Clewiston, and the City of LaBelle are Equal Opportunity Providers and Employers.

Si necesita la assistencia de un interprete que hable espanol para participar un esta reunion, por favor pongase en contacto con Jorge Hernandez al (863) 612-4726.

SECTION I

GENERAL INFORMATION

All responses which comply with the requirements of this procurement will be considered.

Submittals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the response.

One (1) clearly identified original and five (5) copies (six (6) total) of your submittal are required along with an electronic version of the submittal on a jump/thumb drive. At least one (1) submittal must have an original signature. If only one original signature is submitted, please mark on the outside of the submittal which one is the original.

Submittals will be received by the Clerk's Office until **2:00 P.M.** on **July 18, 2025.**

Submittals are to be mailed to:

Clerk of Circuit Court,
Attn: Kimberley Barrineau, Clerk of Circuit Court
Hendry County Administration Building
PO Box 1760
LaBelle, Florida 33975

Or hand-delivered and/or Express Mailed to:

Hendry County Complex,
Clerk of Circuit Court
Attn: Kimberley Barrineau, Clerk of Circuit Court
C. E. Hall Bldg., Administration Wing, 2nd Floor, Room A-226,
25 E. Hickpochee Avenue
LaBelle, Florida 33935

The submitting respondent is required to have printed on the outer sealed envelope or wrapping containing its submission, the procurement number, title, opening date and time, and its company name and address. Facsimile submissions will not be accepted.

Submittals received after the date and time specified above shall be returned to the sender unopened and will not be considered.

All Submittals shall remain in effect for a period of one hundred fifty (150) days after submittal deadline.

Respondents shall be fully acquainted with the conditions relating to the execution of work required in this procurement. Failure of the respondent to become acquainted with existing conditions and the scope of services will in no way relieve the respondent of any obligation with respect to its submittal.

SECTION II

PURPOSE AND SCOPE OF SERVICES

Purpose: The Hendry County Board of County Commissioners, the City of Clewiston, and the City of LaBelle are seeking proposals to obtain the services of qualified firms to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property, public rights-of-way, and private roadways in unincorporated Hendry County, the City of Clewiston, and the City of LaBelle in response to emergency events such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes.

The Vendor must handle debris management activities in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the local governments' needs. The Vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other Federal Agencies, and other State relief program regulations regarding eligibility. Contracts must meet rules for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 in order to be eligible for reimbursement under the Public Assistance Program.

TERMS AND DEFINITIONS

a. **Applicable Local Government –** Hendry County, the City of Clewiston, or the City of LaBelle, whichever entity requests the particular services.

b. **Approved Final Disposal Site –** A final disposal location approved in writing by the Applicable Local Government and the Florida Department of Environmental Protection.

c. **Authorized Representative –** Applicable Local Government employees and/or contracted individuals designated by the Applicable Local Government Debris Manager

d. **Chipping or Mulching** – The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.

e. **City of Clewiston** – City of Clewiston, Florida, a Florida municipal corporation.

f. **City of LaBelle** – City of LaBelle, Florida, a Florida municipal corporation.

g. **Construction and Demolition Debris (C&D)** – Construction and demolition debris includes components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. Current eligibility criteria includes:

- Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

h. **Debris** – Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: Vegetative Debris, Construction and Demolition Debris, and personal property.

i. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site.

j. **Debris Manager** – The person designated by the Applicable Local Government to lead the debris removal process and provide general oversight for all phases of debris removal operations within the Applicable Local Government.

k. **Debris Monitoring** – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

l. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

m. **Demobilization** – Following the completion of services provided under the resulting contract, the Vendor will remove all equipment, supplies and other associated materials involved in the services provided to the Applicable Local Government. The Vendor will leave all sites utilized clean and restored to the original state as approved by the Applicable Local Government and verified through soil and groundwater samples, if required.

n. **Designated Area** – Generally bounded by Hendry County line, including the City of Clewiston and the City of LaBelle, and includes public property, rights-of-way and

easements that were directly affected by a debris-generating event. If approved by the Applicable Local Government, it can include private rights-of-ways and easements.

o. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to along with its numerical identification.

p. **Easement** - The portions of land over which facilities such as roads, streets, railroads or power lines are built or upon which the Applicable Local Government holds a right of access. It includes land on both sides of the facility up to the easement line.

q. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the Applicable Local Government to the Vendor) of the FEMA Public Assistance Program and Policy Guide (FP 104-009-2) and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the FEMA during the course of a debris removal project.

r. **Emergency Debris Clearance** - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads).

s. **FEMA Public Assistance Program and Policy Guide** – Public Assistance Program and Policy Guide version 4 FP 104-009-2 issued June 1, 2020.

t. **Field Inspector** – Monitor as defined herein.

u. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

v. **Hanging Limb** – A hanging limb is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hanging limbs according to FEMA Public Assistance Program and Policy Guide are that the limb must be two inches or larger in diameter and the limb must threaten a public-use area.

w. **Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous stumps according to FEMA Public Assistance Program and Policy Guide are:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is 2 feet or larger in diameter when measured 2 feet above the ground.
- The stump is located on a public right-of-way, public easement or on public property.
- The stump poses an immediate threat to public health and safety.

x. **Hazardous Tree** - A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured four and one-half (4 ½) feet above ground level. The current eligibility requirements for leaning trees according to FEMA Public Assistance Program and Policy Guide include:

- Has a split trunk;
- Has a broken canopy; or
- Is leaning at an angle greater than 30 degrees.

y. **Hazardous Waste** – A solid waste is a hazardous waste if it is listed in Title 40 of the Electronic Code of Federal Regulations (CFR) Part §261.30, unless it has been excluded from this list under §260.20 and §260.22. The Administrator will indicate his basis for listing the classes or types of wastes listed in this subpart by employing one or more of the following Hazard Codes:

- Ignitable Waste
- Corrosive Waste
- Reactive Waste
- Toxicity Characteristic Waste
- Acute Hazardous Waste
- Toxic Waste

Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA) and contains properties that make it potentially harmful to human health or the environment.

z. **Hendry County** – Hendry County, a political subdivision of the State of Florida.

aa. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage.

bb. **Monitor –** Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the Applicable Local Government's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector".

cc. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

dd. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

ee. **Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Vendor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

ff. **Right-of-Way** – The portions of land over which facilities such as highways, roads, streets, railroads or power lines are built or upon which the Applicable Local Government holds an easement. It includes land on both sides of the facility up to the private property line.

gg. **Vegetative Debris** – Vegetative debris includes whole trees, stumps, trunks, branches, limbs, and other leafy material. Current eligibility criteria include:

- Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

hh. **White Goods** – White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. The eligibility criteria for white goods are as follows:

- White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the major disaster event.

2.0. SCOPE OF SERVICES

Hendry County, the City of Clewiston, and the City of LaBelle are seeking proposals for the following services:

1. Debris removal from the city limits of the City of Clewiston
2. Stump removal within the city limits of the City of Clewiston
3. Leaner and hanger removal within the city limits of the City of Clewiston
4. Debris management site operation within the City of Clewiston
5. Debris removal from the city limits of the City of LaBelle
6. Stump removal within the city limits of the City of LaBelle
7. Leaner and hanger removal within the city limits of the City of LaBelle
8. Debris management site operation within the City of LaBelle
9. Debris removal within eastern unincorporated Hendry County (map showing the dividing line included as Exhibit "B")
10. Stump removal within eastern unincorporated Hendry County
11. Leaner and hanger removal within eastern unincorporated Hendry County
12. Debris management site operation within eastern unincorporated Hendry County.
13. Debris removal within western unincorporated Hendry County (map showing the dividing line included as Exhibit "B")
14. Stump removal within western unincorporated Hendry County
15. Leaner and hanger removal within western unincorporated Hendry County
16. Debris management site operation within western unincorporated Hendry County.

All of the services are described in detail below. Vendors will be required to fulfill the below specifications for all services.

2.1. The awarded contractor shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations **and to cover the expenses of a major recovery prior to being paid by the Applicable Local Government**. Established management teams must be in place. The Vendor(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster.

2.2. **The awarded contractor shall be knowledgeable of, and comply with, all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NRCS, and any other applicable federal, state, and local agencies at the time of the debris-generating event.**

2.3. Under this RFP, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the Applicable Local Government's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by Hendry County for the Vendor) by the FEMA Public Assistance

Program and Policy Guide and all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the Applicable Local Government Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services Sections 2.3.1 through 2.3.10 below. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled or dumped under a contract unless written instructions are given to the Vendor by the Applicable Local Government Debris Manager. It shall be the Vendor's responsibility, as applicable, to load, transport, reduce or properly dispose of any and all disaster generated debris which is the result of the event under which the Vendor was issued Notice to Proceed, unless otherwise directed by the Applicable Local Government Debris Manager in writing.

Scope of services under a contract may include services for the following activities, but will not be limited to:

2.3.1 Emergency Road Clearance

At the request of the Applicable Local Government, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from the Applicable Local Government roadways, to make them passable immediately following a declared disaster event. All roadways designated by the Applicable Local Government Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of Notice to Proceed from the Applicable Local Government to conduct emergency roadway clearance work. The Applicable Local Government may choose to extend the Vendor's seventy (70) hour limit through a written request. Clearance of these roadways will be performed as identified by the Applicable Local Government Debris Manager. The Vendor shall assist the Applicable Local Government and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Attachment L – Unit Rate Price Schedule.

2.3.2 ROW Vegetative Debris Removal

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on publicly-maintained ROW to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible vegetative debris will be performed as identified by the Applicable Local Government Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the Applicable Local Government's Authorized Representative, the debris removal vehicle will proceed immediately to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the Applicable Local Government Debris Manager.

e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the Applicable Local Government Debris Manager. The Applicable Local Government Debris Manager will provide specific Right-of-Entry (ROE) legal and operational procedures.

f. The Vendor must provide traffic control as conditions require or as directed by the Applicable Local Government Debris Manager.

g. Vendor(s) shall be required to provide the Applicable Local Government with access to one or more Rapid Response Crews (RRC) as directed by the Applicable Local Government. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the Applicable Local Government Debris Manager or the Applicable Local Government's Authorized Representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the Applicable Local Government deems a priority for overall recovery.

2.3.3 ROW C&D Debris Removal

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on publicly-maintained ROW to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible C&D debris will be performed as identified by the Applicable Local Government Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the Applicable Local Government's Authorized Representative, the debris removal vehicle will proceed immediately to the Applicable Local Government Approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the Applicable Local Government or its Authorized Representative.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the Applicable Local Government or its Authorized Representative. The Applicable Local Government will provide specific ROE legal and operational procedures.

f. The Vendor must provide traffic control as conditions require or directed by the Applicable Local Government Debris Manager.

g. C&D debris must be monitored for the collection, complete haul, and delivery at the Applicable Local Government Approved Final Disposal Site. The Applicable Local Government's Authorized Representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

h. The Vendor shall provide all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, and transportation to the Applicable Local Government Approved Final Disposal Site. White goods containing refrigerants must first have such refrigerants removed by the Vendor's qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. According to Florida Statutes Section 403.708(12), a person who knows or should know of the nature of white goods may not dispose of such solid waste in landfills. However, such solid waste is acceptable for recycling. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

2.3.4 Removal of Debris from Public Parks and Other Facilities

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible

disaster-related trees, vegetative, and non-vegetative debris existing in the Applicable Local Government Parks and Other Facilities to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

All debris removal from the Applicable Local Government Parks and Other Facilities will be at the approval and authorization of the Applicable Local Government prior to removal.

2.3.5 Removal of Debris from Canals/Waterways (REMOVED)

THIS SECTION HAS BEEN REMOVED.

2.3.6 DMS(s) Management, Operations and Reduction Through Grinding

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of eligible disaster related debris. Grinding must be approved by the Applicable Local Government Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the Applicable Local Government Debris Manager.

a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Vendor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Vendor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.

c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s).

d. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

e. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including a stabilized base for any roads that require stabilization for ingress and egress.

f. Vendor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.

g. Vendor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

h. Vendor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).

i. Vendor is responsible for all associated costs necessary to provide storm water management in accordance with applicable statutes or ordinances.

j. Vendor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

k. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible Hazardous Waste/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for Hazardous Waste/contaminant segregation, is a cost reflected in this scope of services. Hazardous Waste/contaminant material segregated and stored in lined containers at the DMS may be collected by the Applicable Local Government Authorized Representative.

l. Vendor is responsible for providing twenty-four (24) hour DMS(s) security.

m. Vendor will only permit Vendor vehicles and others specifically authorized by the Applicable Local Government or its authorized representative on site(s).

n. Vendor shall provide a tower(s) from which the Applicable Local Government or its Authorized Representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet appropriate specifications.

Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original or better condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the Applicable Local Government's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Applicable Local Government and FDEP.

Per Section 15 of this document, entitled “Environmental Protection”, Vendor is responsible for the containment, collection, and safe disposal of all hazardous materials, including but not limited to fuel, oil, and chemicals. Vendor is responsible for all costs associated with the clean-up of hazardous materials; and clean-up shall be in accordance with all applicable federal, state, and local laws and regulations.

2.3.7 Haul-out of Reduced Debris to an Approved Final Disposal Site

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at the Applicable Local Government approved DMS(s) to the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. The Vendor shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.

b. The Vendor shall not use any disposal facility without the written consent of the Applicable Local Government Debris Manager. The Applicable Local Government will, if possible, pay all tipping fees. If direct payment by the Applicable Local Government is not possible, all costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the Applicable Local Government Debris Manager prior to issuing any such authorization.

c. The Vendor shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the Vendor(s) and the Applicable Local Government for permission to post an Applicable Local Government inspector or Authorized Representative at the site for verification of each load disposed.

d. The Vendor shall provide a sufficient number of debris site towers meeting the Applicable Local Government specifications to provide for the efficient delivery of waste streams without excessive waiting times. The Applicable Local Government shall make the sole determination of excessive wait times. To the extent that the Applicable Local Government determines that additional towers are required, additional towers must be operational within forty-eight (48) hours of the Applicable Local Government’s request.

e. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered.

f. The Vendor shall not receive any payment from the Applicable Local Government for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a disposal site not approved by the Applicable Local Government.

2.3.8 Removal of Hazardous Trees and Hanging Limbs

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees and eligible hanging limbs. Eligible Hazardous Trees and Eligible Hanging Limbs will be identified by the Applicable Local Government or its Authorized Representative for removal. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs will be placed in the safest possible location on the Applicable Local Government ROW. Eligible Hazardous Trees less than six (6) inches in diameter, measured four and one-half (4 ½) feet above ground level, will be flush cut and left in the ROW for pick up by the Vegetation Debris Removal Vendor. The Applicable Local Government will not compensate the Vendor for cutting leaning trees less than six inches in diameter on a unit rate basis. If there is insufficient room for safe placement along Hendry County ROW, then Vendor must load the resulting debris as eligible hazardous trees or eligible hanging limbs as they are removed.

2.3.9 Removal of Hazardous Stumps

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous stumps. The Vendor shall be responsible for backfilling any voids left in the ground by removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the Applicable Local Government ROW, parks and facilities will be transported to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Stumps measured two feet above ground and less than two feet in diameter will be considered normal eligible vegetative debris and removed in accordance with Scope of Services, Section 2.3.2. The diameter of eligible stumps less than 2 feet in diameter will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Exhibit ‘C” – FEMA Stump Conversion Table) and removed under the terms and conditions Scope of Services, Section 2.3.2.

a. Eligible hazardous stumps will be identified by the Applicable Local Government or its authorized representative for removal. Removal and transportation of eligible hazardous stumps existing on the Applicable Local Government ROW, parks, facilities, or private property will be performed as identified by the Applicable Local Government Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Vendor, in writing, by the Applicable Local Government Debris Manager.

b. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of Scope of Services, Section 2.3.2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of Scope of Services, Section 2.3.2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Exhibit "C" – FEMA Stump Conversion Table).

c. Stumps shall only be collected after the monitoring firm(s) and the Vendor(s) document and perform the following:

   i. Location. Determine the uprooted stump is located on improved public property or a public right-of-way and private right-of-way, when authorized. Record and document the location through means of photography, map depiction, and specific descriptive notations.

   ii. Size. Measure and record the diameter of the stump to be removed at the appropriate location.

   iii. Marking. Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.

   iv. Stump Worksheet. Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: 1) Names and signatures of parties present, 2) Physical location (street address, road cross streets, etc.), 3) stump number, 4) size of stump, 5) date.

d. The unit stump price shall include stump extraction, stump hauling and disposal at the Applicable Local Government Approved Final Disposal Site. Cavity filling will be separately priced on the Rate Schedule.

2.3.10 Other Debris Removal Work

Neither the Vendor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The Applicable Local Government reserves the right to require the Vendor to dismiss or remove from the project any workers as the Applicable Local Government sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

2.4. Event Activation

The Vendor(s) shall contact the Hendry Emergency Management Director at a minimum of forty-eight (48) hours prior to a hurricane event or immediately upon the

occurrence of a debris-generating incident within Hendry County for which there is no advance warning. After a disaster occurs, the Hendry County Emergency Management Director, or designee, will contact the Vendor(s) holding a Disaster Debris Removal and Disposal contract to advise them of the Applicable Local Government's intent to activate the contract for services authorized under this RFP. Before work begins, the Applicable Local Government must issue a written Notice to Proceed. Within sixteen (16) hours of receiving the Notice to Proceed, the Vendor(s) will send a management team to report to the Applicable Local Government Debris Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Vendor(s) shall begin within twenty-four (24) hours of notification by the Applicable Local Government. Within seventy-two (72) hours of receipt of the Notice to Proceed, the Vendor shall be fully established and continue authorized services. The Vendor(s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

2.5. Description of Designated Areas

The Designated area for debris removal is bounded by Hendry County's boundary and includes public property and public rights-of-way, the Applicable Local Government parks, other facilities of the Applicable Local Government and debris staging areas within the Applicable Local Government.

a. If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program Eligible roadways, the Vendor will be required to provide crews separate from those providing the Applicable Local Government ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will make one pass to collect debris from FHWA-ER eligible roadways. Further, the Vendor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways.

b. The Applicable Local Government Debris Manager will authorize and approve which services the Vendor shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the Applicable Local Government Debris Manager shall be removed. The number of complete passes the Vendor shall conduct through the Applicable Local Government is at the discretion of the Applicable Local Government Debris Manager. Partial removal of debris piles is strictly prohibited. The Vendor shall not move from one designated work area to another designated work area without prior approval from the Applicable Local Government Authorized Representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Vendor shall not enter onto private property

during the performance of the contract unless specifically authorized by the Applicable Local Government Debris Manager in writing.

d. For first pass, loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.

e. For subsequent and/or final pass, loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.

f. Vendor shall deliver all disaster related debris to an Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.

g. The DMS Vendor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Vendor reduction, handling, disposal and remediation methods must be approved, in writing, by the Applicable Local Government Debris Manager.

h. Payment for disposal costs such as tipping fees incurred by the DMS Vendor at an Applicable Local Government Approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the Applicable Local Government as a pass through cost if not paid by the Applicable Local Government. Prior to reimbursement by the Applicable Local Government, the Vendor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Vendor will also be required to provide proof of Vendor payment to the Applicable Local Government Approved Final Disposal Site.

i. The Vendor shall conduct the work so as not to interfere with the disaster response and recovery activities of other vendors or local, state and federal governments or agencies, or any public utilities.

j. The Applicable Local Government reserves the right to inspect DMS and Approved Final Disposal Site, verify quantities and review operations at any time.

2.6. Debris Management Sites and Final Disposal Sites

The selected DMS Vendor is responsible for providing final disposal of all debris generated and collected within the Applicable Local Government in accordance to requirements of FEMA, FHWA, FDEP, and all other applicable federal, state, and local laws and regulations. Prior to the award of this agreement, and annually

thereafter, the selected DMS Vendor shall provide a list of Final Disposal Site(s) to be used for debris disposal.

The DMS Vendor is responsible for providing a sufficient number of DMS to support the event in which the contract is activated. The DMS Vendor shall provide the Applicable Local Government with a list of potential DMS locations annually.

Hendry County has three (3) potential DMS sites that Hendry County may authorize for debris management. Prior to the start of each hurricane season, the Vendor shall evaluate any Hendry County provided DMS Site. Hendry County maintains the right to limit the use and/or eliminate any or all DMS Sites at Hendry County's sole discretion. Vendors are placed on notice that the County is in the process of selling Airglades Airport, at which point it will be removed as a DMS. Hendry County shall authorize, in writing, the use of any Hendry County provided DMS prior to the start of operations.

ZONE 1 - CITY OF CLEWISTON

To be determined.

ZONE 2 – CITY OF LABELLE

To be determined.

ZONES 3 AND 4 EASTERN AND WESTERN UNINCOPORATED HENDRY COUNTY

WACS ID	98161
Site Name	Airglades Airport – Diamond Area
Site Address	2100 Airglades Blvd; Clewiston, FL 33440
GPS Location	Lat 26:44:27.2 / Long 81:2:54.5
Estimated Size	
Type of Debris Managed	Vegetative Debris

WACS ID	99040
Site Name	Port LaBelle Staging Area
Site Address	3490 Utility Drive; LaBelle, FL 33935
GPS Location	Lat 26:44:57 / Long 81:23:1
Estimated Size	
Type of Debris Managed	Vegetative Debris

WACS ID	To be determined
Site Name	Banyan Village
Parcel Identification Number	4-29-43-10-130-000B-002.2
GPS Location	Lat 26:45:17 / Long 81:16:19
Estimated Size	14.8 Acres

Type of Debris Managed	Vegetative Debris

If additional DMS locations are needed for the operation, the DMS Vendor shall provide a list of DMS locations. The list will include all necessary site information to allow the Applicable Local Government to submit to FDEP for approval. If the Vendor(s) establish any additional DMS, a copy of the agreement showing indemnification of the Applicable Local Government for the use and proposed restoration plan of the additional sites, shall be provided to the Applicable Local Government. In addition the DMS Vendor shall execute a hold harmless agreement for each Vendor-established DMS that is not located on the Applicable Local Government property. The hold harmless agreement must be approved by the Applicable Local Government prior to execution.

Prior to the use of any DMS (either the Applicable Local Government-provided DMS or Vendor(s)-established DMS) analysis of both groundwater and soil will be required to establish pre-use conditions (post remediation site sampling may also be required of the Vendor). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the Applicable Local Government at the expense of the DMS Vendor(s). The results of such testing shall be sent directly from the professional to the Applicable Local Government. The Vendor shall be required to provide the Applicable Local Government with site photographs for each DMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.

The cost associated with acquiring, preparing, leasing, renting, operating, remediating land used as DMS in the Applicable Local Government is a cost borne by the DMS Vendor and compensated based on the Vendor's bid for site management and reduction of debris.

The Applicable Local Government may also establish designated Residential Convenience Centers (residential drop-off sites). The DMS Vendor will be responsible for removing all disaster related debris from those sites. Vendor shall not collect debris from the Residential Convenience Centers while sites are open to the public and/or when residents occupy the site. Depending on the volume of debris at a Residential Convenience Center, the Vendor may be required to push material to make room for additional debris.

The DMS Vendor's Operations Manager will assign a Foreman to each DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, safety, and applicable requirements of Section 2.3.6 of this document entitled "DMS(s) Management, Operations, and Reduction Through Grinding". The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Vendor's Operation Manager, who will in turn provide this information to the Applicable Local Government. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory requirements.

The DMS Vendor will be responsible for returning all utilized DMS to their original condition or better prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Applicable Local Government and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

2.7. Contracts

2.7.1 Notice to Proceed

When services are required, the Applicable Local Government shall issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the Applicable Local Government be liable for any services rendered unless the written Notice to Proceed has been sent by the Applicable Local Government and received by the Vendor(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed.

2.7.2 Termination for Convenience

The Applicable Local Government reserves the right to terminate the contract with the Vendor(s) at any time and for any reason.

2.7.3 Changes in Scope of Work

The Applicable Local Government Debris Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be agreed upon and incorporated by written amendment to the agreement.

2.7.4 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Area Surplus Firms

The Vendor, if subcontracts are anticipated or let, shall take the five affirmative steps set forth in §200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.0. Oversight

3.1 On-Site Project Manager

The Vendor(s) shall provide an on-site project manager to the Applicable Local Government. The project manager shall provide a mobile telephone number to the Applicable Local Government with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the Applicable Local Government Debris Manager and/or the Applicable Local Government Authorized Representative. Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, the Applicable Local Government coordination, and damage repairs. Frequency of meetings may be adjusted by the Applicable Local Government Debris Manager. The Vendor(s)' project manager must be available twenty-four (24) hours a day, or as required by the Applicable Local Government Debris Manager.

3.2 Superintendent Shall be Supplied by the Vendor

The Vendor(s) shall employ a competent superintendent who shall be in attendance at all times during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under the contract for the Vendor. All authorized communications given to the superintendent by the Applicable Local Government, and all contract-related decisions made by the superintendent, shall be binding on the Vendor. The superintendent shall be considered to be, at all times, an employee of the Vendor under its sole direction and not an employee or agent of the Applicable Local Government.

3.3 Safety

The Vendor(s) shall be responsible for maintaining safety at all sites at which it is working. The DMS Vendor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. The Vendor(s) will also be responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of the contract.

4.0. Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the Applicable Local Government's Authorized Representatives prior to its use by the Vendor(s). The Applicable Local Government or its Authorized Representative may also perform periodic re-inspection of vehicles to verify the certified capacity.

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site. If falling debris from hauling vehicles presents an issue, the Applicable Local Government reserves the right to require the contractor to "tarp" or cover debris when hauling.

d. Trucks or equipment designated for use under the contract shall not be used for any other work. The Vendor(s) shall not solicit work from private citizens or others to be performed in the designated work area during recovery efforts for an event. Under no circumstances will the Vendor(s) mix debris hauled for others with debris hauled under the contract. Failure to abide by this restriction may result in a suspension of the violating truck, crew, or sub-contractor.

e. Equipment used shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the Applicable Local Government Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the Applicable Local Government Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

5.0. Traffic Control

The Vendor shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Vendor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Vendor shall provide sufficient signing, flagging, traffic cones and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Vendor. No further work shall take place until the

deficiency is corrected. Neither the Applicable Local Government Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Vendor for traffic control is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of the scope of services.

Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." The foregoing requirements are to be considered as minimum and the Vendor's compliance shall in no way relieve the Vendor of final responsibility for providing adequate traffic control devices for the protection of the public and Vendor's employees throughout the work area.

6.0. Hazardous Waste and Other Hazardous Materials

The Vendors shall set aside and reasonably protect any Hazardous Waste and other hazardous materials encountered during debris removal operations for collection and disposal by the Applicable Local Government. The Vendor shall notify the Applicable Local Government's monitoring firm(s) of the nature and location of any such debris encountered.

The Vendors and personnel must make every reasonable effort to avoid transporting Hazardous Waste and other hazardous materials to the DMS(s) or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Vendor shall be responsible for proper handling and storage of any Hazardous Waste and other hazardous materials brought by his/her workforce. The DMS Vendors shall provide a suitable area at each DMS to accommodate all Hazardous Waste and other hazardous materials inadvertently brought to the site.

The Applicable Local Government will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

7.0. Work Hours

The Vendor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the Applicable Local Government and the Vendor(s). Unless otherwise directed, the Vendor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-

four (24) hour, seven (7) days a week basis. No work will be performed on the following holidays without prior approval of the Applicable Local Government Debris Manager:

a. New Year's Day
b. Martin Luther King Jr. Day
c. Memorial Day
d. Independence Day
e. Labor Day
f. Veteran's Day
g. Thanksgiving Day
h. Day after Thanksgiving
i. Christmas Eve Day
j. Christmas Day

8.0. Time of Completion

The services shall commence upon written notice to proceed from the Applicable Local Government, and the project shall be completed in accordance with the project schedule.

9.0. Liquidated Damages

Should the Vendor fail to complete requirements set forth in this scope of work, the Applicable Local Government will suffer damage. The amount of damage suffered by the Applicable Local Government is difficult, if not impossible to determine at this time. Therefore, the Vendor shall pay the Applicable Local Government, as liquidated damages, the following:

a. The Vendor shall pay the Applicable Local Government, as liquidated damages, $1,000.00 per calendar day of delay to mobilize in the Applicable Local Government with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.

b. The Vendor shall pay the Applicable Local Government, as liquidated damages, $500.00 per load of disaster debris collected in the Applicable Local Government that is not disposed of the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site plus any associated fines levied by a third party. Application of liquidated damaged does not release the Vendor of liability associated with hauling and depositing material to an unauthorized location.

c. The Vendor shall pay the Applicable Local Government, as liquidated damages, $500.00 per incident where the Vendor fails to repair damages that are caused by the Vendor or subcontractor(s). Application of liquidated damages does not release the Vendor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as the reasonable and proper amount of damage the Applicable Local Government should suffer by failure of the Vendor to complete requirements set forth in the scope of work.

10.0. Damages

All items damaged as a result of Vendor or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either repaired or replaced by the Vendor, at their expense, in a manner prescribed by and at the sole satisfaction of the Applicable Local Government Debris Manager. Any invoices submitted to the Applicable Local Government such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Vendor, shall be the responsibility of the Vendor. Repairs, or receipt of repairs, shall be completed and submitted to the Applicable Local Government prior to submission of the Vendor's invoice for work accomplished. If the Vendor fails to repair any damaged property, the Applicable Local Government may have the work performed and charge the Vendor.

The Vendor shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Vendor's equipment during debris removal. The Vendor shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Vendor's equipment or personnel at no additional cost to the Applicable Local Government. If the Vendor does damage to an Applicable Local Government sign or other property owned by an Applicable Local Government, it shall be the responsibility of the Vendor to repair the item back to the original condition. If the repair is not in accordance with the Applicable Local Government standards, the Applicable Local Government shall repair the items and deduct the associated cost from the amount due the Vendor. The Vendor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

Complaints will be addressed within forty-eight (48) hours and a written report submitted to the Applicable Local Government Debris Manager outlining actions taken to correct the complaint. The Vendor shall notify the Applicable Local Government immediately of any complaints given directly to the Vendor.

Upon written notice from the Vendor that the damage correction work is complete, the Applicable Local Government will make a final inspection with the Vendor and will notify the Vendor in writing of any deficiencies. The Vendor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the Applicable Local Government will assess an eighty dollar ($80.00) fee to the Vendor. The eighty dollar ($80.00) fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional

the Applicable Local Government labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the current invoice.

No retention will be released to the Vendor prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Vendor may petition the Applicable Local Government in writing for a partial retainage release.

11.0. Existing Utilities

a. Some trees and debris that are to be removed may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Vendor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Vendor shall pay all such costs to the utility company for any adjustments.

b. The Vendor shall be responsible for all costs incurred to repair damaged utilities that are caused by the Vendor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Vendor.

12.0. Debris Site Tower Specifications

The DMS Vendor shall provide as many towers as designated by the Applicable Local Government at each DMS for the use of the Applicable Local Government Authorized Representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the Applicable Local Government or its Authorized Representative are unable to verify the entering and exiting trucks, then the Vendor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Vendor for the construction of towers is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services, Section 2.3.6.

13.0. Facilities at DMS Locations

a. The DMS Vendor shall provide as many ADA compliant portable toilets as designated by the Applicable Local Government at each dumpsite for the use of the Applicable Local Government Authorized Representatives during their inspection of dumping operations. The toilet shall be provided prior to start of

any dumping operations and kept in a sanitary condition by the Vendor throughout the duration of dumping operations. The expense incurred by the Vendor for the operation of portable toilets is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services, Section 2.3.6.

b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the Applicable Local Government Debris Manager due to unsuitable conditions at the tower.

14.0. Ownership of Debris

All debris residing in public ROW, on public property and at the Applicable Local Government provided DMS(s) shall be the property of the Applicable Local Government until final disposal at a properly permitted disposal site. The Vendor shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the Applicable Local Government will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the Applicable Local Government. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of these services unless specifically directed by the Applicable Local Government. Collection of Municipal Solid Waste (MSW) is outside the scope of these services.

It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Vendor shall receive a copy of this letter and together with the Monitor and the Applicable Local Government, a final disposal plan will be established.

15.0. Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Vendor must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. Vendor and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

c. The DMS Vendor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the Applicable Local Government Debris Manager. The Vendor shall comply in a timely manner with all directions of the Applicable Local Government Debris Manager regarding the use of a water truck or other approved dust abatement measures.

d. Vendor shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

e. The DMS Vendor shall immediately report and document all incidents to the Applicable Local Government Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

f. Vendor must notify the Applicable Local Government regarding any fluid or chemical spillage so that the Applicable Local Government or its authorized representative can review and approve of the cleanup. The Vendor shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal and local laws and regulations.

Petroleum, Oil, and Lubricant Spills shall be reported to the National Response Center, Hendry County Environmental Health, Hendry County Emergency Management and the Applicable Local Government Debris Manager immediately following discovery. A written follow-up shall be submitted to the Applicable Local Government Debris Manager not later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following:

- Description of the material spilled (including any identity, quantity, etc.)
- Determination as to whether or not the amount spilled is DEP reportable and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.

- Receiving waters (including, but not limited to canals and drainage areas)
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedure implemented.
- Summary of all communications the Vendor has had with press or other officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

16.0. Documentation and Measurement

a. Emergency Road Clearance Vendor(s) are responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.

b. All trucks used for collection and hauling of eligible debris from the Applicable Local Government ROW to the Applicable Local Government approved DMS(s) or the Applicable Local Government Approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the Applicable Local Government or the Applicable Local Government Authorized Representative. The Vendor shall provide a representative to attest to the certification/measuring process. It is the Vendor's responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification (and notify the Applicable Local Government of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Vendor name, assigned truck number, and other pertinent information, as determined by the Applicable Local Government Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by the Applicable Local Government authorized representative each time it returns to work from other contracts or communities.

c. The Vendor is responsible for ensuring that all persons driving motor vehicles maintain a valid driver's license and equipment legally fit for travel on the road.

d. Load tickets will be provided by the Applicable Local Government or its Authorized Representative for recording volumes of debris removal. Unit rate tickets will be provided by the Applicable Local Government or its Authorized Representative for documenting unit rate services, such as Hanging Limb or Hazardous Tree removal. Only tickets designated and approved by the Applicable Local Government will be authorized for use. Tickets that require Vendor signature will have the signature as well as name printed in a legible manner.

- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Vendor is responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and the Applicable Local Government Authorized Representative name and signature. No payment will be made by the Applicable Local Government for incomplete and/or illegible load or unit rate tickets submitted for payment.
- Load tickets will be issued by an Authorized Representative of the Applicable Local Government at the collection site. The Applicable Local Government Authorized Representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or the Applicable Local Government Approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the Applicable Local Government Authorized Representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the Applicable Local Government Authorized Representative present at the DMS or the Applicable Local Government Approved Final Disposal Site. The Applicable Local Government's Authorized Representative will validate, enter the estimated debris quantity and sign the load ticket.
- Loads of processed (e.g., chipped) debris being hauled from a DMS to the Applicable Local Government Approved Final Disposal Site will follow the same load ticket procedures. The Applicable Local Government Authorized Representative will initiate the load ticket at the DMS. Another Applicable Local Government Authorized Representative will validate and sign the ticket at the Applicable Local Government Approved Final Disposal Site.
- The Vendor shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

e. Scope of service items that have rates based on one-way haul mileage shall have such mileage based on "as the crow flies" distance. The radius distance from each DMS or Approved Final Disposal Site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The Applicable Local Government shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:

- Section 2.3.2 – ROW Vegetative Debris Removal
- Section 2.3.3 – ROW C&D Debris Removal
- Section 2.3.4 - Removal of Debris from Public Parks and other Facilities

- Section 2.3.5 – Removal of Debris from Canals/Waterways **(REMOVED)**
- Section 2.3.7 – Haul-out of Reduced Debris to an Approved Final Disposal Site

17.0. Payment

a. The Applicable Local Government, or its Authorized Representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Vendor will be provided with copies of this documentation. These documents will be used by the Vendor as backup data for invoice submittals. Work not ticketed or not authorized by the Applicable Local Government will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the Applicable Local Government be responsible for unpaid incomplete tickets.

b. If tasked with Private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The Applicable Local Government reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items) or program (ROW collection, private property debris removal, etc.).

c. Invoices shall be submitted to the Applicable Local Government's Authorized Representative on a bi-weekly basis unless otherwise directed by the Applicable Local Government. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the Applicable Local Government. Invoice detail submittals will be checked against the Applicable Local Government records. The Applicable Local Government records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the Applicable Local Government Authorized Representative to the Applicable Local Government for payment.

d. A five percent (5%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Vendor must successfully complete, and receive a letter of completion from the Applicable Local Government, for all work zones or types of services applicable to that Vendor. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Applicable Local Government to repair damages caused by the Vendor(s) to public or private property.

e. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid and will not be adjusted based on the total amount of debris actually handled.

f. The Applicable Local Government will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.

g. The Vendor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Vendor shall provide executed release waivers from all subcontractors to release the Applicable Local Government from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the Applicable Local Government prior to final retainage release.

h. Payment for disposal cost incurred by the Vendor at the Applicable Local Government Approved Final Disposal Sites will be made at the cost incurred by the Vendor. The Applicable Local Government will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Vendor to pay the disposal fees and then invoice the Applicable Local Government. The Vendor shall submit a copy of all invoice(s) received from the Applicable Local Government Approved Final Disposal Site(s), an electronic copy tabulating all scale or load tickets issued by the Applicable Local Government Approved Final Disposal Site(s), and proof of Vendor payment to the Applicable Local Government Approved Final Disposal Site(s). The Applicable Local Government will not render payment for disposal costs until the Vendor submits applicable disposal site permits or site information for each Approved Final Disposal Site.

i. Vendor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the Applicable Local Government Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after the Vendor’s final invoice.

In the event any portion of this scope of work is to be funded by State or Federal funds, the Vendor will comply with all requirements of the state or federal government applicable to the use of the funds. The Applicable Local Government will only pay for those items deemed eligible by FEMA or FHWA, unless the Applicable Local Government otherwise agrees in writing. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.

18.0. Records Retention

All documents, including but not limited to, letters, memos, e-mails, computer files, photographs, drawings, tracings, plans, specifications, maps, evaluations, reports and other records and data of any type relating to the Project received, prepared or developed by Vendor under the Contract are public records subject to Florida Statutes Chapter 119 and shall not be destroyed.

Vendor shall:

(a) Keep and maintain public records required by the County to perform the service.

(b) Upon request from the County's custodian of public records, provide the County 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 in Florida Statutes Chapter 119 or as otherwise provided by law.

(c) Ensure that public 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 following completion of the contract if the Vendor does not transfer the records to the County.

(d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

19.0. FEMA Requirements

The Applicable Local Government intends to seek reimbursement from FEMA for the eligible debris removal (most likely under Catalog of Federal Domestic Assistance No. 97.036). Consequently, the Vendor must comply with applicable provisions governing FEMA access to records, accounts, documents, information, facilities and staff. See Attachment G. Vendor must comply with all applicable Federal laws, regulations, executive orders and FEMA requirements.

20.0. FHWA-ER Program Contract Requirements

The Applicable Local Government intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the Applicable Local Government mandates compliance from the successful Vendor regarding the following:

a. FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.

b. Buy America Requirements

c. 49 CFR Part 26, Participation By Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs

d. American with Disabilities Act of 1990 (ADA)

e. Convict Labor Prohibition

FHWA-ER Program contract requirements are subject to any changes provided by FHWA during the term of the contract.

21.0. Final Project Close Out

Upon final inspection of the project by the Applicable Local Government, the Vendor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

Services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.

22.0. Distribution of Work

The Applicable Local Government reserves the right to activate more than one contractor to provide each of the debris services outlined in this proposal. The Applicable Local Government may also revise the distribution of services provided or work areas (such as zones) at any time during the activation of a contract developed though this proposal.

Hendry County, the City of Clewiston, and the City of LaBelle are Equal Opportunity Employers. In accordance with **§200.321** of the Electronic Code of Federal Regulations, small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate.

Hendry County, the City of Clewiston, and the City of LaBelle will follow all procurement standards as set forth in **§200.318 through §200.327** of the Electronic Code of Federal Regulations. A link to the procurement standards is as follows:
Electronic Code of Federal Regulations (eCFR)

All information provided by the Vendor will be reviewed by Hendry County, the City of Clewiston, and the City of LaBelle staff and applicable municipality staff. The Vendor will be expected to rectify any omissions and make such changes as deemed appropriate at no additional cost.

Any questions regarding these projects or the technical requirements of engineering services sought by this solicitation may be directed to:

Jorge Hernandez
Hendry County Project Engineer

Hendry County Engineering Department
99 East Cowboy Way
LaBelle, Florida 33935
Phone: (863) 612-4726
Email: jorge.hernandez@hendryfla.net

And, if necessary to:

Shane Parker, P.E.
Public Works Director / County Engineer
Hendry County Engineering
99 East Cowboy Way
Post Office Box 1607
LaBelle, Florida 33975
Phone: (863) 675-5222
email to sparker@hendryfla.net

The last day to submit questions via e-mail for review and answer is **Monday, July 7, 2025 at 12:00 P.M.**

ALL RESPONDENTS/VENDORS shall hold all State, Federal and County/City licenses required to perform the above referenced scope of work. This Respondent/Vendor shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Hendry County, the City of Clewiston, and the City of LaBelle expressly desire the Repondent/Vendor to keep all the files and records that pertain to the solicitation to relieve the County of the task of filing and record keeping.

SECTION III

SBE/DBE/MBE/WBE PARTICIPATION

§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

SECTION IV

PUBLIC RECORDS

119.0701 Contracts; public records; request for contractor records; civil action.—

(1) DEFINITIONS.—For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS.—In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (**EMILY HUNTER AT (863) 675-5304, EMILY.HUNTER@HENDRYFLA.NET, OR P.O. BOX 2340, LABELLE, FL 33975.**).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.

3. Ensure that public 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 following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the

public agency upon completion of the contract, the contractor shall 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(3) REQUEST FOR RECORDS; NONCOMPLIANCE.—

(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

(4) CIVIL ACTION.—

(a) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

(b) A notice complies with subparagraph (a)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION V

FINANCIAL INSTITUTIONS GENERALLY

655.91 Records of institutions and copies thereof; retention and destruction.—

(1) In this section, “records” of an institution means and includes all books of account and other books of every kind, journals, ledgers, statements, instruments, documents, files, messages, writings of every kind, and other internal or other data and other information of every description, made or received by an institution in the regular course of its business or otherwise, regardless of the mode in which it is recorded.

(2) Institutions need not preserve or retain any of their records or copies thereof for a period longer than is expressly required by an applicable statute or rule or regulation of this state or the United States which identifies, either specifically or by type or category, the relevant records or copies thereof or, if there is no such statute or rule or regulation which specifies a retention period applicable to the records or copies thereof, for a period longer than 5 years. An institution may destroy any of its records or copies thereof after the expiration of the retention period determined as provided in this subsection.

(3) No liability shall accrue against any institution because of the destruction of any of its records or copies thereof as permitted by subsection (2), and in any judicial or other action or proceeding in which any such records or copies thereof may be called in question or be demanded of the institution or any officer or employee thereof, a showing that such records or copies thereof have been destroyed in accordance with the provisions of subsection (2) is a sufficient excuse for the failure to produce them.

(4) Any institution may at any time make, or cause to be made, a copy or copies of any or all of its records, and any such copy duly certified, authenticated, or identified by a responsible officer or agent of the institution under whose supervision the records or copies are kept shall, in all cases and in all courts and places, be admitted and received as evidence with a like force and effect as the original record, whether or not the original is in existence.

(5) The original of any record of an institution includes the data or other information comprising a record stored or transmitted in or by means of any electronic, computerized, mechanized, or other information storage or retrieval or transmission system or device which can upon request generate, regenerate, or transmit the precise data or other information comprising the record; and an original also includes the visible data or other information so generated, regenerated, or transmitted if it is legible or can be made legible by enlargement or other process.

(6) Copies of records of an institution, heretofore or hereafter made, include duplicates or counterparts of an original produced from the same impression or process as the original by carbon or other chemical or substance or process; negative and positive film and prints of an original or copy and reproductions and facsimiles of an original or copy, whether or not the same size, produced by photographic, microphotographic, photostatic, xerographic, electronic, computerized, or mechanized process, or by any other process, and enlargements and reductions thereof; and the data or other information comprising a record stored or transmitted as provided in subsection (5), and the visible data or other information generated or regenerated or transmitted by such information storage or retrieval or transmission system or device, if it is legible or can be made legible by enlargement or other process.

SECTION VI

SUBMISSION REQUIREMENTS

Respondents should include the following information in their submittals in the exact order listed here with separating page tabs in an 8.5" by 11" page format. PLEASE INCLUDE THE PAGE TABS so that those evaluating your submittal can compare each section with others that are submitted.

Tab 1: Letter of Interest: A letter stating your interest in this project signed by the person who will have contract authority over this project and stating that the contents of the submittal are true and accurate. Please state in this letter that you can meet the insurance/bonding requirements of the County and that you are willing to execute a standard agreement with Hendry County, Florida.

Tab 2: Experience: Provide an overview of the key areas listed below:

A. (i) Relevant experience and past performance in Disaster Debris Removal Services or (ii) a minimum of five (5) years of experience hauling loads of goods or materials in an open bed trailer or truck bed (e.g., dirt, rock, agricultural commodities).

B. Previous experience with State and Federal reimbursement programs; including, but not limited to: of FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

C. The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives of the Scope of Work as proposed. This includes Proposer's staff or anticipated subcontractors.

D. Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment. Additionally, Proposer may detail resources it can have at its disposal immediately in the event of a disaster event.

E. Explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of The Applicable Local Government for expeditious removal and disposal of disaster debris.

F. The schedule and availability of the Proposer, to include response time.

Tab 3: References: Include the names of at least 3, but no more than 5, letters of references from current or past customers for whom the Proposer has performed Disaster Debris Removal Services or hauling of loads of goods or materials in an open bed trailer or truck bed (e.g., dirt, rock, agricultural commodities) within the past three years.

Tab 4: Litigation: A listing and description of all litigation the Proposer has been a party to over the past three years.

Tab 5: Pricing: Completed Attachment L - Unit Rate Price Schedule.

Tab 6: Forms:
Attachment 1 – Proposer's Affidavit;
Attachment 2 – Proposer's Qualification Questionnaire;
Attachment 3 – Completed Projects;
Attachment 4 – Current Projects;
Attachment A – No Lobbying Acknowledgement;
Attachment B – Anti-Collusion & No Gifts Affidavit;
Attachment C – Public Entity Crime Affidavit;
Attachment D – Conflict of Interest Disclosure Affidavit;
Attachment E – Immigration Law Affidavit;
Attachment F – Drug Free Workplace Affidavit;
Attachment G – Exceptions to Solicitation (if needed);
Attachment H – Affidavit Concerning Activities in Certain Countries;
Attachment I – Indemnification Contract Clause Acknowledgement;
Attachment J – Contract Provisions;
Attachment K – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;

SECTION VII

CONTRACTUAL REQUIREMENTS

CONTRACTS: A sample copy of the contract document may be obtained by contacting the County Attorney's office at (863) 675-5295.

FLORIDA LAW CLAUSE: Upon award of a contract under this RFP, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Hendry County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Hendry County, by submission of a signed RFP response the offeror agrees to subject itself to the jurisdiction and process of the Courts of Hendry County, as to all matters and disputes arising or to arise under any contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.

AFFIRMATIVE ACTION: The offeror will comply with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.

PRIME VENDOR RESPONSIBILITIES: The offeror will be required to assume sole responsibility for the complete effort as required by this RFP. The County will consider the offeror to be the sole point of contact with regard to contractual matters.

SECTION VIII

SPECIAL RFP CONDITIONS

A. The contract shall be in effect for an initial term of one year and may be renewed annually, in writing, if both parties are in agreement, for three (3) additional one-year periods. Each Applicable Local Government (Hendry County, the City of LaBelle, and the City of Clewiston) reserves the right to renew at their own discretion and best interest.

B. Each Applicable Local Government reserves the right to terminate the contract for unsatisfactory service, deliberate overcharging, or not meeting the terms of the contract.

C. The proposer's attention is directed to the fact that all applicable Federal and State laws, local ordinances and the rules and regulations of all authorities having jurisdiction over this work shall apply to the RFP throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

D. The proposer shall furnish all material, equipment, labor, transportation and all other facilities and incidentals necessary for the execution and completion of the work.

SECTION IX

EVALUATION OF THE SUBMITTALS

Submittals will be reviewed in accordance with the County's procurement ordinance, Hendry County Code Section 1-2-185(c).

PLEASE NOTE THAT THE PROPOSALS WILL BE EVALUATED ON CONTENT*, NOT VOLUME. Points may be deducted for not following instructions. – Submittals should be limited to no more than 60 pages, not including required attachments.*

The selection of the firm is intended to be completed in accordance with Florida Statutes 255.20.

The County will comprise a committee in order to review the qualifications submitted and will rank the firms accordingly.

A Ranking Committee will be appointed to review and rank submitted Proposals. The Applicable Local Government reserves the right to select the Proposer who represents the best value and to accept or reject any proposal submitted in response to this solicitation. The Ranking Committee will act in what they consider to be the best interest of Hendry County, the City of Clewiston, the City of LaBelle and their residents.

The award will be made on a best value basis. Price shall not be the sole determining factor for selection, as indicated in the following section, and the Applicable Local Government reserves the right to award the contract to other than the lowest priced Proposer.

A. EVALUATION METHOD AND CRITERIA

The Ranking Committee will be responsible for recommending the most qualified firm(s).

After presentations (may/may not be needed), firms will be assigned a final score, with the highest-ranked firms for each service moving forward for consideration by the Hendry County Board of County Commissioners, City of Clewiston City Commission, and City of LaBelle City Commission. No work on this project shall proceed without written authorization from the Applicable Local Government.

The Applicable Local Government will enter into contract negotiations with the selected Proposer. If the Applicable Local Government and the selected Proposer cannot negotiate a successful contract, the Applicable Local Government may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the Applicable Local Government arising from such negotiations.

Hendry County reserves the right to utilize Hendry County's Disaster Debris Monitoring Firm, or other qualified firm or individual, to review proposals and provide Hendry County with additional analysis.

The evaluation criteria may include, but shall not be limited to, the following:

1. **Compliance with Request for Proposals [Mandatory]**. This refers to the adherence to all conditions and requirements of the Request for Proposals, including submitting required forms.

2. **Qualifications/Ability Evaluation**

   i. (a) Relevant experience and past performance in Disaster Debris Removal Services or (b) a minimum of five (5) years of experience hauling loads of goods or materials in an open bed trailer or truck bed (e.g., dirt, rock, agricultural commodities).

   ii. Previous experience with State and Federal reimbursement programs; including, but not limited to: of FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

   iii. The character, integrity, reputation, judgment, and experience of Proposer.

   iv. References.

   v. A listing and description of all litigation the Proposer has been a party to over the past three years.

3. **Anticipated Delivery of Services Evaluation**

   i. The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives of the Scope of Work as proposed. This necessarily includes Proposer's staff or anticipated subcontractors.

   ii. Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment. Additionally, Proposer may detail resources it can have at its disposal immediately in the event of a disaster event.

   iii. Explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the Applicable Local Government for expeditious removal and disposal of disaster debris.

   iv. The schedule and availability of the proposer, to include response time.

4. **Price Evaluation**

   i. Primary method of rate evaluation will include applying rates for vegetative debris removal, reduction, and hauling for a typical moderate

hurricane. These estimates are included on the Rate Schedule. This process is being used for evaluation purposes only. Compensation under the Agreement shall be for actual work provided.

ii. Rate Schedule – Pricing shall be submitted for the following:

1. Unit rates for debris removal:
    a. ROW Vegetative Debris Removal (based on Section 2.3.2)
    b. ROW C&D Debris Removal (based on Section 2.3.3)
    c. Removal of Debris from Public Parks and other Facilities (based on Section 2.3.4)
    d. Removal of Debris from Canals/Waterways (based on Section 2.3.5) **(REMOVED)**
    e. DMS(s) Management, Operations and Reduction through Grinding (based on Section 2.3.6)
    f. Haul-out of Reduced Debris to the Applicable Local Government Approved Final Disposal Site (based on Section 2.3.7)
    g. Removal of Hazardous Trees and Hanging Limbs (based on Section 2.3.8)
    h. Removal of Hazardous Stumps (based on Section 2.3.9)
2. Hourly rates for Emergency Road Clearance (based on Section 2.3.1)

B. CRITERIA WEIGHTING

Points will be assigned to each Proposal based on the following weighted criteria:

CRITERIA	MAXIMUM POINTS
1. Compliance with Request for Proposal (Mandatory)	N/A
2. Qualifications/Ability Evaluation	25 points
3. Anticipated Delivery of Services Evaluation	20 points
4. Price Evaluation	55 points

Presentations **may/may not** be necessary.

The committee members will individually award points to the various Respondents based on the aforementioned criteria, after hearing the Respondent's presentations, and after a group discussion among committee members. The committee members are not allowed to award points to Respondents where the total points awarded to Respondents are tied. No

ties will be permitted.

The various Respondents will be assigned a ranking (ordinal score) in order of total points awarded by the individual committee members. The Respondent with the highest number of points awarded will receive an ordinal score of 1 and the Respondent with the second highest number of points will receive an ordinal score of 2, and so on.

All individual committee members will have their ordinal scores entered into a master spreadsheet along with the total points each Respondent received. The ordinal scores provided by each committee member for the various Respondents will be totaled and the total points each Respondent received will also be totaled, but separately.

The Respondent with the **lowest** ordinal score received based on the cumulative total of the ordinal scores for each zone will be recommended as the desired vendor for that zone to the Hendry County Board of County Commissioners, the City of Clewiston Commissioners, and the City of LaBelle Commissioners. If there is a tie in the cumulative ordinal scores between Respondents then the tie will be broken based on which Respondent has the highest cumulative points.

See Exhibit “A” for a SAMPLE master ranking spreadsheet.

C. DISCUSSIONS & PRESENTATIONS (MAY/MAY NOT BE NECESSARY)

The Proposers may/may not be requested to make presentations to the Ranking Committee. Hendry County, the City of Clewiston, and the City of LaBelle may require additional information after evaluation of the submittals, and Proposers agree to furnish such information upon request.

The Ranking Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Ranking Committee reserves the right to request the Proposer to provide additional information during this process.

D. AWARD OF AGREEMENT – PRIMARY, SECONDARY, AND TERTIARY CONTRACTORS

It is the intent of each Applicable Local Government to select a Primary, a Secondary, and a Tertiary Contractor for service to be provided to the Applicable Local Government under this proposal. The Primary Contractor shall be the initial firm mobilized by the Applicable Local Government. The Secondary Contractor will be utilized in instances where the scope of the event merits additional resources to assist the Primary Contractor, or if the Primary Contractor is unavailable. The Tertiary Contractor will be utilized in instances where the scope of the event merits additional resources to assist the Primary and Secondary Contractors, or if the Primary and Secondary Contractors are unavailable.

The highest ranked firm shall be recommended for award as the Primary Contractor; the second highest ranked firm shall be recommended for award as the Secondary Contractor, and the third highest ranked firm shall be recommended for award as the Tertiary Contractor. All firms shall be responsive and responsible Proposers whose proposals are determined to be the top three most advantageous to the Applicable Local Governments, taking into consideration price and the evaluation factors set forth herein. Each Applicable Local Government reserves the right to accept the Proposal as a whole or for any component thereof if it appears to be in the best interest of the Applicable Local Government.

PROPOSED PROJECT SCHEDULE FOR SERVICES

Request for Proposals Opening – July 18, 2025
Selection Committee Meeting with Presentations (may/may not be necessary) – Anticipated before September 8, 2025
Selection Committee Recommendation to Hendry County BOCC for approval – Anticipated September 8, 2025

PROPOSED SELECTION COMMITTEE MEMBERS

Selection Committee Member #1 – R. Shane Parker, Hendry County Public Works Director
Selection Committee Member #2 – Robert Pastula, Hendry County Director of Emergency Management
Selection Committee Member #3 – John C. Anderson/Bradley Musser, FDOT OR Alternate Member
Selection Committee Member #4 – Brent Stevens, City of LaBelle OR Alternate Member
Selection Committee Member #5 – Danny Williams, City of Clewiston OR Alternate Member

SECTION X

REJECTION OF PROPOSALS

10-1. REJECTION OF PROPOSALS

The County Administrator or the Board of County Commissioners may cancel this solicitation or reject any or all of the responses, as set forth in Hendry County Code Section 1-2-185(c)(3)a.

10-2. CORRECTION OR WITHDRAWAL OF RESPONSES; MATERIAL MISTAKES; CANCELLATION OF AWARDS.

A. Responses containing mistakes discovered before the competitive procurement opening may be modified or withdrawn by written notice by the respondent received in the office designated in the procurement notice prior to the time set for opening.

B. After the competitive procurement opening, corrections of mistakes shall be permitted only to the extent that the vendor can show by clear and convincing evidence that a material mistake of a factual or mathematical nature was made, the nature of the mistake, and the price actually intended. The assigned unit price, when applicable, will be the determining factor when an extension price is in error. In place of correction, a low bidder establishing a material mistake of a factual or mathematical nature may be permitted to withdraw its bid if:

1. The response was submitted in good faith;

2. The magnitude of the error made would make enforcement a severe hardship;

3. The miscalculation was not the result of gross negligence;

4. The error was reported immediately to the County; and

5. It is not later than twenty-four (24) hours after the competitive procurement opening, except that if the following day is not a business day for the County. In such case, a withdrawal may be made until 12:00 noon the next County business day.

All decisions to permit the correction or withdrawal of responses, or to cancel awards or contracts based on material mistakes, shall be supported by a written determination by the County Administrator.

10-3. COMPETITIVE PROCUREMENT DISPUTE RESOLUTION PROCEDURE.

A. Any competitive procurement award decision may be challenged on the grounds of material irregularities in the procurement procedure or material irregularities in the evaluation of the response. To initiate a challenge, the vendor must file a notice of intent to challenge the procurement in writing with the Office of Management and

Budget within three (3) business days of e-mailing of the notice of intent to award in accordance with the County's Procurement Policy. A formal written procurement challenge shall be filed in the County Administrator's Office within ten (10) calendar days of the notice of intent to award. Failure to file a timely notice of intent to challenge or failure to file a timely formal written procurement challenge shall constitute a waiver of procurement challenge proceedings.

B. The notice of intent to challenge shall contain at a minimum: the name of the vendor, the vendor's address, e-mail address, fax number and phone number, the name of the vendor's representative to whom notices may be sent, the name and procurement number of the competitive procurement, and a brief factual summary of the basis of the intended challenge.

C. The formal written procurement challenge shall contain at a minimum: the vendor and the competitive procurement involved, a clear statement of the grounds on which the challenge is based, reference to the statutes, laws, ordinances or other legal authorities which the vendor deems applicable to such grounds, and the specific relief to which the vendor deems itself entitled by application of such authorities to such grounds. The vendor shall mail a copy of the notice of intent to challenge and the formal written procurement challenge to the County Administrator. The County Administrator shall, within ten (10) calendar days of receipt of the formal written procurement challenge, investigate the challenge claim. If the challenge is found to be lacking in legitimate legal grounds, or if the challenge is incorrect factually, the County Administrator shall inform the vendor of such finding. If the challenge is found to be meritorious, the County Administrator shall inform all vendors who submitted responses of such finding. In the event the challenge is not resolved to all affected parties' satisfaction, the Board shall, within a reasonable time, be presented with the written challenge and the County Administrator's findings. The procurement which is the subject of the protest shall not proceed until a final decision has been made, unless the Board makes a determination that the contract must proceed without delay to protect the substantial interests of the County. The Board's decision on the challenge shall be final.

D. Nothing herein relinquishes the County's rights to waive irregularities and formalities. Further, nothing herein shall create any rights in the unsuccessful vendor.

SECTION XI

INSURANCE REQUIREMENTS

Commercial General Liability: The RESPONDENT/VENDOR shall have and maintain throughout the duration of the Agreement Commercial General Liability (CGL) Insurance with limits of at least $1,000,000 each person/each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of at least $2,000,000. Products and completed operations aggregate shall be no less than $2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. RESPONDENT/VENDOR'S CGL insurance shall be primary with respect to the COUNTY, and contribution may not be sought from any insurance held by the COUNTY.

Business Automobile Liability: RESPONDENT/VENDOR shall have and maintain throughout the duration of the Agreement Business Automobile Liability Insurance with limits of at least $1,000,000 each person/each accident for bodily injury and property damage liability arising out of any auto (including owned, hired and non-owned autos). Contractual liability coverage shall be provided. RESPONDENT/VENDOR'S Business Automobile Liability insurance shall be primary with respect to the COUNTY, and contribution may not be sought from any insurance held by the COUNTY.

Workers Compensation: Unless exempt, RESPONDENT/VENDOR shall have and maintain throughout the duration of the Agreement Worker's Compensation Insurance in accordance with State law and Employer's Liability coverage with a limit of at least $1,000,000 each accident, $500,000 each employee, and $500,000 policy limit for disease. In case any work is subcontracted, RESPONDENT/VENDOR shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by RESPONDENT/VENDOR.

Professional Liability: The RESPONDENT/VENDOR shall purchase and maintain professional liability or malpractice insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made.

Certificates of Insurance: All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. Hendry County must be named as an additional insured on the CGL and Business Automobile Liability insurance policies.

RESPONDENT/VENDOR must provide valid certificates of insurance to the COUNTY for all policies. RESPONDENT/VENDOR will be required to provide the COUNTY, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

Sub-Consultants and Subcontractors: In the event that the RESPONDENT/VENDOR engages SUB-CONSULTANTS or SUBCONTRACTORS to assist the RESPONDENT/VENDOR in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the RESPONDENT/VENDOR shall cover all of the services or work to be provided or performed by all of the SUB-CONSULTANTS or SUBCONTRACTORS engaged by the RESPONDENT/VENDOR. However, in the event the services or work of SUB-CONSULTANTS or SUBCONTRACTORS engaged by the RESPONDENT/VENDOR are not covered by the RESPONDENT/VENDOR'S insurance policy(s), it shall be the responsibility of the RESPONDENT/VENDOR to ensure that all SUB-CONSULTANTS or SUBCONTRACTORS have fully complied with the COUNTY insurance requirements for: (1) Commercial General Liability; (2) Business Automobile Liability; (3) Worker's Compensation; or (4) Professional Liability as required and set forth in this Article.

SECTION XII

LOCAL PREFERENCE

Unless prohibited by Federal or State Statute restrictions, Hendry County may grant a purchase preference for local vendors and businesses as authorized by Hendry County Code of Ordinances, Article XI., Purchase Preference for Local Vendors and Businesses.

This project may receive state or federal funding; therefore, local vendor preference **WILL NOT** apply to this solicitation.

SECTION XIII

E- VERIFY

Vendors/Contractors:

A. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

B. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

SECTION XIV

MISCELLANEOUS

A. ***No Lobbying*****:** All respondents are hereby placed on notice that any communication, whether written or oral, with Hendry County elected officials or any County staff or outside individuals working with the County in respect to this procurement (with the exception of the Contract/Purchasing personnel designated to receive requests for interpretation or corrections or technical questions) is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any request for bids, proposals, qualifications and/or any other solicitation released by the County. To do so is grounds for immediate disqualification from the selection process. All respondents must submit the attached No Lobbying Acknowledgement with their submittal stating that they and their subcontractors, sub-consultants and other agents agree to abide by the no lobbying restrictions in order to be considered for this request. Any respondent that does not submit the required No Lobbying Acknowledgement will be automatically disqualified from further consideration.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

B. ***Collusion, Gratuities and Kickbacks:*** It shall be unethical for any respondent to collude with any other respondent or offer, give or agree to give any County Commissioner, County employee or County representative (including selection committee members) a gift, gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of the procurement process.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

C. ***Modifications:*** The County reserves the right to modify, alter or change the scope or other aspects of this solicitation.

D. ***Level Playing Field:*** The contents of this solicitation are intended to provide a level playing field on which firms or individuals may base their responses.

E. ***Public Entity Crime Affidavit:*** As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a Public Entity, may not submit a bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must

notify the County within 30 days after a conviction of a Public Entity Crime applicable to that person or to an affiliate of that person.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

F. Conflict of Interest: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their submission the name of any officer, director, employee or agent who is also a public officer, employee or an agent of the Hendry County Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer, employee or agent who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its parent companies or subsidiaries.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

G. Immigration Laws: Respondents must comply with all applicable immigration laws in their employment practices.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

H. *Activities in Certain Countries:* As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County. Respondents must certify that the respondent is not participating in a boycott of Israel.

Additionally, as provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County. Respondents must certify that the respondent is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

ATTACHMENT 1

RFP No. 2025-22 **PROPOSER'S AFFIDAVIT**

I have carefully examined this solicitation, which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to provide the services requested in the solicitation and, if awarded the project, to enter into a contract with the County. I agree that the terms and conditions of the solicitation shall take precedence over any conflicting terms and conditions submitted with my response and agree to abide by all conditions of the solicitation, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the County may not accept the response due to any exceptions.

I certify that all information contained in my response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

Name of Business	Mailing Address
	City, State & Zip Code
Authorized Signature	Telephone Number/Fax Number
Name & Title, Printed	Email Address

State of Florida
County of _____

This foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, who is personally known to me or produced _____ as identification.

_____
Signature of Notary Public – State of Florida

ATTACHMENT 2

RFP No. 2025-22 PROPOSER'S QUALIFICATION QUESTIONNAIRE

Contractor must be certified/licensed by the State of Florida prior to submitting the type of work required by this project.

SUBMITTED BY: _____ ( ) Individual
Company
_____ ( ) Partnership
Street or PO Box
_____ ( ) Corporation
City, State & Zip Code
_____ ( ) Joint Venture
Phone/Fax/Email

The undersigned guarantees the truth and accuracy of all statements and all answers to questions hereinafter made.

1. Person to Contact _____ Title _____

Telephone # _____ Fax #_____Email _____

2. How many years has your organization been in business as a licensed Contractor under your present name:_____ Year established :_____

3. Under what other names has your organization operated? _____

_____

4. List below the names, titles and addresses of officers, owners and partners:

_____

_____

5. Prepare a list as indicated on Attachment 3 – Completed Contracts (attached) of this type your organization has completed.

6. Prepare a list as indicated on Attachment 4 – Current Contracts (attached) of this type that your organization is currently engaged in.

Have you ever failed to complete any work awarded to you? _____

When? _____

Where? _____

Why? _____

RFP No. 2025-22

ATTACHMENT 3
COMPLETED CONTRACTS

1. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

ATTACHMENT 3
COMPLETED CONTRACTS
(Continued)

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

RFP No. 2025-22

ATTACHMENT 4
CURRENT CONTRACTS

1. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

ATTACHMENT 4
CURRENT CONTRACTS
(Continued)

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

ATTACHMENT A

RFP No. 2025-22 NO LOBBYING ACKNOWLEDGEMENT

_____ is the authorized representative of

_____,

(Name of contractor, firm or individual)

vendor to the subject solicitation issued by Hendry County. The vendor and any of its agents agrees to abide by the Hendry County no lobbying restrictions in regard to this solicitation.

_____ _____

Date Signature

ATTACHMENT B

RFP No. 2025-22 ANTI-COLLUSION & NO GIFTS AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

_____ being first duly sworn, deposes and says that he/she is the authorized representative of _____ (name of respondent) and certifies as true the following statements.

Anti-collusion statement: The respondent has not divulged to, discussed, or compared his/her/its submission with other respondents and has not colluded with any other respondent or party to the solicitation whatsoever.

No gifts statement: The respondent understands that no rebates, gifts, gratuities or offers of employment are permitted with, prior to, or after the submission. Any such violation will result in rejection of the submission and removal from the procurement list(s).

_____
Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by _____.

_____
Signature of Notary Public
State of Florida

(stamp)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT C

RFP No. 2025-22 PUBLIC ENTITY CRIME AFFIDAVIT

Public Entity Crime Affidavit: As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA

by:_____

(print individual's name and title)

for: _____

(print name of entity submitting sworn statement) whose business address is:

_____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   A. A predecessor or successor of a person convicted of a public entity crime; or

   B. An entity under the control of any natural person who is active in the management of the

entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

    ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

    ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

    ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Affiant

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by _____.

_____
Signature of Notary Public

(stamp) State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

SEAL OR STAMP

ATTACHMENT D

RFP No. 2025-22 CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

_____ being first duly sworn, deposes and says that he/she is the authorized representative of _____
_____ (Name of contractor, firm or individual)
and certifies as true the following statements:

For purposes of determining any possible conflict of interest, all respondents must disclose if any Hendry County Board of County Commissioners' employee(s), elected official(s), or any of its agents is also an owner (5% or greater interest), corporate officer, director, employee, agent, etc., of their business.

Indicate either "yes" (a county employee, elected official or agent is associated with your business) or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____	NO _____
Name(s)	Position(s)

_____

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____,

2025, by _____.

_____

Signature of Notary Public

(stamp) State of Florida

ATTACHMENT E

RFP No. 2025-22 **IMMIGRATION LAW AFFIDAVIT**

Hendry County will not intentionally award county contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Hendry County may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Hendry County.

_____ being first duly sworn, deposes and says that he/she is the authorized representative of _____
(Name of contractor, firm or individual)
and certifies as true that this business is fully compliant with all applicable immigration laws, specifically relating to the INA and subsequent amendments.

STATE OF FLORIDA
COUNTY OF _____

_____

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____,

2025, by _____.

_____

Signature of Notary Public

(stamp) State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT F

RFP No. 2025-22 DRUG-FREE WORKPLACE AFFIDAVIT

THE BELOW SIGNED respondent CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services associated with this project a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services associated with this project, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

   As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____

Affiant

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by _____.

_____

Signature of Notary Public

(stamp) State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT G

RFP No. 2025-22 **EXCEPTIONS TO SOLICITATION**

Each respondent may submit this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if respondent is unable to supply the specified item or chooses to provide the specified item in an alternative manner. The County shall be the sole judge of a proposed substitution equivalency.

Specification	Page	Item	Not Available/Explanation

ATTACHMENT H

RFP No. 2025-22 AFFIDAVIT CONCERNING BOYCOTTS OF ISRAEL

As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.135(5)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA

   by:_____

   (print individual's name and title)

   for:_____

   (print name of entity submitting sworn statement)

   whose business address is: _____.

2. I understand that a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

3. I also understand that a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

4. Based on information and belief, the statement which I have marked below is true in relation to

the entity submitting this sworn statement. (Indicate which statement applies.)

☐ The entity **is not** participating in a boycott of Israel, **is not** on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and **does not** have business operations in Cuba or Syria.

☐ The entity **is** participating in a boycott of Israel, **is** on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it **has** business operations in Cuba or Syria.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn to and subscribed before me this _____ day of _____, 2025.

Personally known _____ OR Type of Identification Produced: _____

_____

Notary Public – State of Florida_____

My Commission Expires: _____

SEAL OR STAMP

ATTACHMENT I

RFP No. 2025-22 IDEMNIFICATION CONTRACT CLAUSE ACKNOWLEDGEMENT

The RESPONDENT/VENDOR shall fully indemnify, defend, and hold harmless the Florida Department of Agriculture and Consumer Services, herein referred to as the DEPARTMENT, from any suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellection property right, provided, however, the foregoing obligation shall not apply to the DEPARTMENT's misuse or modification of the VENDOR's products or DEPARTMENT's operation or use of the VENDOR's product in a manner not contemplated by the agreement. If any product is the subject of an infringement suit, or in the VENDOR's opinion is likely to become the subject of such a suit, the VENDOR at its sole expense shall procure for the DEPARTMENT the right to continue using the product or to modify it to become noninfringing. If the VENDOR is not reasonably able to modify or otherwise secure for the DEPARTMENT the right to continue using the product, the VENDOR shall remove the product and refund the DEPARTMENT the amounts paid in excess of a reasonable rental for past use. The DEPARTMENT shall not be liable for any royalties.

The VENDOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the VENDOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The VENDOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the WORK, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

_____ _____

Date Signature

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This contract is part of a Federal Emergency Management Agency (FEMA) funding agreement and the following provisions apply:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

ATTACHMENT K

RFP No. 2025-22 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

(1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

_____

Signature

_____

Name and Title

_____

Street Address

_____

City, State, Zip

_____

Date

ATTACHMENT L

RFP No. 2025-22 UNIT RATE PRICE SCHEDULE

1. Right-of-Way Clearing and removing debris from the public right-of-way, streets and roads and Private Property Debris Removal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

ZONE 1 - CITY OF CLEWISTON

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ _____ per cubic yard for 0-5 miles, one-way haul

$ _____ per cubic yard for 5.1-10 miles, one-way haul

$ _____ per cubic yard for 10.1-15 miles, one way haul

$_____ per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ _____ per cubic yard for 0-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

$ _____ per cubic yard for 60.1-90 miles, one way haul

$_____per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24” diameter and up, but less than 36” diameter: $ _____ each

36” diameter and up, but less than 48” diameter: $ _____ each

48” diameter and up, but less than 72” diameter: $ _____ each

Equal to or greater than 72” diameter: $ _____each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ _____ cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$_____ per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24": $ _____ per tree

* 24 – 36": $ _____ per tree

* Greater than 36": $ _____ per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ _____ per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ _____ per linear foot

Ditch width 4.1 – 8.0 feet: $ _____ per linear foot

Ditch width 8.1 – 12.0 feet: $ _____ per linear foot

Ditch width 12.1 – 16.0 feet: $ _____ per linear foot

Ditch width 16.1 – 20.0 feet: $ _____ per linear foot

Ditch width 20.1 feet or greater: $ _____ per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $_____ per cubic yard

1.A.7 Loading and hauling of white goods.

$ _____ per unit

Removal and proper disposal of Freon.

$ _____ per unit

ZONE 2 - CITY OF LABELLE

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ _____ per cubic yard for 0-5 miles, one-way haul

$ _____ per cubic yard for 5.1-10 miles, one-way haul

$ _____ per cubic yard for 10.1-15 miles, one way haul

$ _____ per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ _____ per cubic yard for 0-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

$ _____ per cubic yard for 60.1-90 miles, one way haul

$_____ per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24” diameter and up, but less than 36” diameter: $ _____ each

36” diameter and up, but less than 48” diameter: $ _____ each

48” diameter and up, but less than 72” diameter: $ _____ each

Equal to or greater than 72” diameter: $ _____ each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ _____ cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$_____ per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24”: $ _____ per tree

* 24 – 36”: $ _____ per tree

* Greater than 36”: $ _____ per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ _____ per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ _____ per linear foot

Ditch width 4.1 – 8.0 feet: $ _____ per linear foot

Ditch width 8.1 – 12.0 feet: $ _____ per linear foot

Ditch width 12.1 – 16.0 feet: $ _____ per linear foot

Ditch width 16.1 – 20.0 feet: $ _____ per linear foot

Ditch width 20.1 feet or greater: $ _____ per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $_____ per cubic yard

1.A.7 Loading and hauling of white goods.

$ _____ per unit

Removal and proper disposal of Freon.

$ _____ per unit

ZONE 3 - EASTERN UNINCORPORATED HENDRY COUNTY

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ _____ per cubic yard for 0-5 miles, one-way haul

$ _____ per cubic yard for 5.1-10 miles, one-way haul

$ _____ per cubic yard for 10.1-15 miles, one way haul

$_____ per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ _____ per cubic yard for 0-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

$ _____ per cubic yard for 60.1-90 miles, one way haul

$_____ per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24” diameter and up, but less than 36” diameter: $ _____ each

36” diameter and up, but less than 48” diameter: $ _____ each

48” diameter and up, but less than 72” diameter: $ _____ each

Equal to or greater than 72” diameter: $ _____ each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ _____ cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$ _____ per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24”: $ _____ per tree

* 24 – 36”: $ _____ per tree

* Greater than 36”: $ _____ per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ _____ per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ _____ per linear foot

Ditch width 4.1 – 8.0 feet: $ _____ per linear foot

Ditch width 8.1 – 12.0 feet: $ _____ per linear foot

Ditch width 12.1 – 16.0 feet: $ _____ per linear foot

Ditch width 16.1 – 20.0 feet: $ _____ per linear foot

Ditch width 20.1 feet or greater: $ _____ per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $_____ per cubic yard

1.A.7 Loading and hauling of white goods.

$ _____ per unit

Removal and proper disposal of Freon.

$ _____ per unit

ZONE 4 - WESTERN UNINCORPORATED HENDRY COUNTY

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ _____ per cubic yard for 0-5 miles, one-way haul

$ _____ per cubic yard for 5.1-10 miles, one-way haul

$ _____ per cubic yard for 10.1-15 miles, one way haul

$ _____ per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ _____ per cubic yard for 0-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

$ _____ per cubic yard for 60.1-90 miles, one way haul

$_____ per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24” diameter and up, but less than 36” diameter: $ _____ each

36” diameter and up, but less than 48” diameter: $ _____ each

48” diameter and up, but less than 72” diameter: $ _____ each

Equal to or greater than 72” diameter: $ _____ each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ _____ cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$_____ per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24”: $ _____ per tree

* 24 – 36”: $ _____ per tree

* Greater than 36”: $ _____ per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ _____ per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ _____ per linear foot

Ditch width 4.1 – 8.0 feet: $ _____ per linear foot

Ditch width 8.1 – 12.0 feet: $ _____ per linear foot

Ditch width 12.1 – 16.0 feet: $ _____ per linear foot

Ditch width 16.1 – 20.0 feet: $ _____ per linear foot

Ditch width 20.1 feet or greater: $ _____ per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $_____ per cubic yard

1.A.7 Loading and hauling of white goods.

$ _____ per unit

Removal and proper disposal of Freon.

$ _____ per unit

2. Management and operation of DMS to accept, process, and reduce disaster related debris.

ZONE 1 - CITY OF CLEWISTON

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

$ _____ per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

$ _____ per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

$ _____ per cubic yard for 0-15 miles, one-way haul

$ _____ per cubic yard for 15.1-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

ZONE 2 - CITY OF LABELLE

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

$ _____ per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

$ _____ per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

$ _____ per cubic yard for 0-15 miles, one-way haul

$ _____ per cubic yard for 15.1-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

ZONE 3 - EASTERN UNINCORPORATED HENDRY COUNTY

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

$ _____ per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

$ _____ per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

$ _____ per cubic yard for 0-15 miles, one-way haul

$ _____ per cubic yard for 15.1-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

ZONE 4 - WESTERN UNINCORPORATED HENDRY COUNTY

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

$ _____ per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

$ _____ per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

$ _____ per cubic yard for 0-15 miles, one-way haul

$ _____ per cubic yard for 15.1-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

EMERGENCY ROAD CLEARANCE
ZONE 1 - CITY OF CLEWISTON

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ _____
Bucket Truck – 50 ft.	Hour	$ _____
Bucket Truck – 50 ft. to 75 ft.	Hour	$ _____
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ _____
Crane – Up to 15 ton	Hour	$ _____
Crane – 30-49 tons	Hour	$ _____
Crane – 50 ton or larger	Hour	$ _____
Crane – 100 ton	Hour	$ _____
Dozer – CAT D4	Hour	$ _____
Dozer – CAT D6	Hour	$ _____
Dozer – CAT D7	Hour	$ _____
Dozer – CAT D8	Hour	$ _____
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ _____
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ _____
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ _____
Dump Truck – 16-30 CY	Hour	$ _____
Dump Truck – 31-60 CY	Hour	$ _____
Dump Truck – 61-100 CY	Hour	$ _____
Dump Truck – Trailer 24-40 CY	Hour	$ _____
Dump Truck – Trailer 41-60 CY	Hour	$ _____
Dump Truck – Trailer 50-80 CY	Hour	$ _____
Equipment Transports	Hour	$ _____
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ _____
Excavator – CAT 320	Hour	$ _____
Excavator – CAT 325	Hour	$ _____
Excavator – CAT 330	Hour	$ _____
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ _____
Forklift – Extends Boom w/ Debris Grapple	Hour	$ _____
Fuel Truck (1000 gallon)	Hour	$ _____
Light Plant - Portable	Hour	$ _____

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ _____
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ _____
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ _____
Loader – Knuckle Boom – 216 Prentice	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ _____
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ _____
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ _____
Loader – Trackhoe 690 JD or equal	Hour	$ _____
Loader – Wheel, CAT 955	Hour	$ _____
Loader – Wheel, CAT 966	Hour	$ _____
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ _____
Motor Grader – CAT 125-140 HP	Hour	$ _____
Passenger Car	Hour	$ _____
Passenger Van	Hour	$ _____
Power Screen	Hour	$ _____
Stump Grinder / Vermeer 252	Hour	$ _____
Trackhoe – CAT 320	Hour	$ _____
Tractor – Box Blade	Hour	$ _____
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ _____
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ _____
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ _____
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ _____
Tub Grinder – 300-400	Hour	$ _____
Tub Grinder – Horz., Diamond Z or equal	Hour	$ _____

ZONE 2 - CITY OF LABELLE

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ _____
Bucket Truck – 50 ft.	Hour	$ _____
Bucket Truck – 50 ft. to 75 ft.	Hour	$ _____
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ _____
Crane – Up to 15 ton	Hour	$ _____
Crane – 30-49 tons	Hour	$ _____
Crane – 50 ton or larger	Hour	$ _____
Crane – 100 ton	Hour	$ _____
Dozer – CAT D4	Hour	$ _____
Dozer – CAT D6	Hour	$ _____
Dozer – CAT D7	Hour	$ _____
Dozer – CAT D8	Hour	$ _____
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ _____
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ _____
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ _____
Dump Truck – 16-30 CY	Hour	$ _____
Dump Truck – 31-60 CY	Hour	$ _____
Dump Truck – 61-100 CY	Hour	$ _____
Dump Truck – Trailer 24-40 CY	Hour	$ _____
Dump Truck – Trailer 41-60 CY	Hour	$ _____
Dump Truck – Trailer 50-80 CY	Hour	$ _____
Equipment Transports	Hour	$ _____
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ _____
Excavator – CAT 320	Hour	$ _____
Excavator – CAT 325	Hour	$ _____
Excavator – CAT 330	Hour	$ _____
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ _____
Forklift – Extends Boom w/ Debris Grapple	Hour	$ _____
Fuel Truck (1000 gallon)	Hour	$ _____
Light Plant - Portable	Hour	$ _____

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ _____
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ _____
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ _____
Loader – Knuckle Boom – 216 Prentice	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ _____
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ _____
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ _____
Loader – Trackhoe 690 JD or equal	Hour	$ _____
Loader – Wheel, CAT 955	Hour	$ _____
Loader – Wheel, CAT 966	Hour	$ _____
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ _____
Motor Grader – CAT 125-140 HP	Hour	$ _____
Passenger Car	Hour	$ _____
Passenger Van	Hour	$ _____
Power Screen	Hour	$ _____
Stump Grinder / Vermeer 252	Hour	$ _____
Trackhoe – CAT 320	Hour	$ _____
Tractor – Box Blade	Hour	$ _____
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ _____
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ _____
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ _____
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ _____
Tub Grinder – 300-400	Hour	$ _____
Tub Grinder – Horz., Diamond Z or equal	Hour	$ _____

ZONE 3 - EASTERN UNINCORPORATED HENDRY COUNTY

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ _____
Bucket Truck – 50 ft.	Hour	$ _____
Bucket Truck – 50 ft. to 75 ft.	Hour	$ _____
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ _____
Crane – Up to 15 ton	Hour	$ _____
Crane – 30-49 tons	Hour	$ _____
Crane – 50 ton or larger	Hour	$ _____
Crane – 100 ton	Hour	$ _____
Dozer – CAT D4	Hour	$ _____
Dozer – CAT D6	Hour	$ _____
Dozer – CAT D7	Hour	$ _____
Dozer – CAT D8	Hour	$ _____
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ _____
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ _____
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ _____
Dump Truck – 16-30 CY	Hour	$ _____
Dump Truck – 31-60 CY	Hour	$ _____
Dump Truck – 61-100 CY	Hour	$ _____
Dump Truck – Trailer 24-40 CY	Hour	$ _____
Dump Truck – Trailer 41-60 CY	Hour	$ _____
Dump Truck – Trailer 50-80 CY	Hour	$ _____
Equipment Transports	Hour	$ _____
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ _____
Excavator – CAT 320	Hour	$ _____
Excavator – CAT 325	Hour	$ _____
Excavator – CAT 330	Hour	$ _____
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ _____
Forklift – Extends Boom w/ Debris Grapple	Hour	$ _____
Fuel Truck (1000 gallon)	Hour	$ _____
Light Plant - Portable	Hour	$ _____

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ _____
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ _____
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ _____
Loader – Knuckle Boom – 216 Prentice	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ _____
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ _____
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ _____
Loader – Trackhoe 690 JD or equal	Hour	$ _____
Loader – Wheel, CAT 955	Hour	$ _____
Loader – Wheel, CAT 966	Hour	$ _____
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ _____
Motor Grader – CAT 125-140 HP	Hour	$ _____
Passenger Car	Hour	$ _____
Passenger Van	Hour	$ _____
Power Screen	Hour	$ _____
Stump Grinder / Vermeer 252	Hour	$ _____
Trackhoe – CAT 320	Hour	$ _____
Tractor – Box Blade	Hour	$ _____
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ _____
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ _____
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ _____
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ _____
Tub Grinder – 300-400	Hour	$ _____
Tub Grinder – Horz., Diamond Z or equal	Hour	$ _____

ZONE 4 - WESTERN UNINCORPOATED HENDRY COUNTY

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ _____
Bucket Truck – 50 ft.	Hour	$ _____
Bucket Truck – 50 ft. to 75 ft.	Hour	$ _____
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ _____
Crane – Up to 15 ton	Hour	$ _____
Crane – 30-49 tons	Hour	$ _____
Crane – 50 ton or larger	Hour	$ _____
Crane – 100 ton	Hour	$ _____
Dozer – CAT D4	Hour	$ _____
Dozer – CAT D6	Hour	$ _____
Dozer – CAT D7	Hour	$ _____
Dozer – CAT D8	Hour	$ _____
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ _____
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ _____
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ _____
Dump Truck – 16-30 CY	Hour	$ _____
Dump Truck – 31-60 CY	Hour	$ _____
Dump Truck – 61-100 CY	Hour	$ _____
Dump Truck – Trailer 24-40 CY	Hour	$ _____
Dump Truck – Trailer 41-60 CY	Hour	$ _____
Dump Truck – Trailer 50-80 CY	Hour	$ _____
Equipment Transports	Hour	$ _____
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ _____
Excavator – CAT 320	Hour	$ _____
Excavator – CAT 325	Hour	$ _____
Excavator – CAT 330	Hour	$ _____
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ _____
Forklift – Extends Boom w/ Debris Grapple	Hour	$ _____
Fuel Truck (1000 gallon)	Hour	$ _____
Light Plant - Portable	Hour	$ _____

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ _____
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ _____
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ _____
Loader – Knuckle Boom – 216 Prentice	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ _____
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ _____
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ _____
Loader – Trackhoe 690 JD or equal	Hour	$ _____
Loader – Wheel, CAT 955	Hour	$ _____
Loader – Wheel, CAT 966	Hour	$ _____
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ _____
Motor Grader – CAT 125-140 HP	Hour	$ _____
Passenger Car	Hour	$ _____
Passenger Van	Hour	$ _____
Power Screen	Hour	$ _____
Stump Grinder / Vermeer 252	Hour	$ _____
Trackhoe – CAT 320	Hour	$ _____
Tractor – Box Blade	Hour	$ _____
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ _____
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ _____
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ _____
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ _____
Tub Grinder – 300-400	Hour	$ _____
Tub Grinder – Horz., Diamond Z or equal	Hour	$ _____

Authorized Signature:_____

Date:_____

RFP No. 2025-22

EXHIBIT "A"
SAMPLE RANKING SHEET

RFP #2025-22, Disaster Debris Removal and Disposal Services

RFP Number and Title		Qualifications/Ability Evaluation	Anticipated Delivery of Services	Prive Evaluation	Total	Rank
Reviewer	Applicant	25 Points	20 Points	55 Points	100 Points	
Selection Committee Member #1	Firm #1					
	Firm #2					
Selection Committee Member #2	Firm #1					
	Firm #2					
Selection Committee Member #3	Firm #1					
	Firm #2					
Selection Committee Member #4	Firm #1					
	Firm #2					
Selection Committee Member #5	Firm #1					
	Firm #2					

Ordinal Score

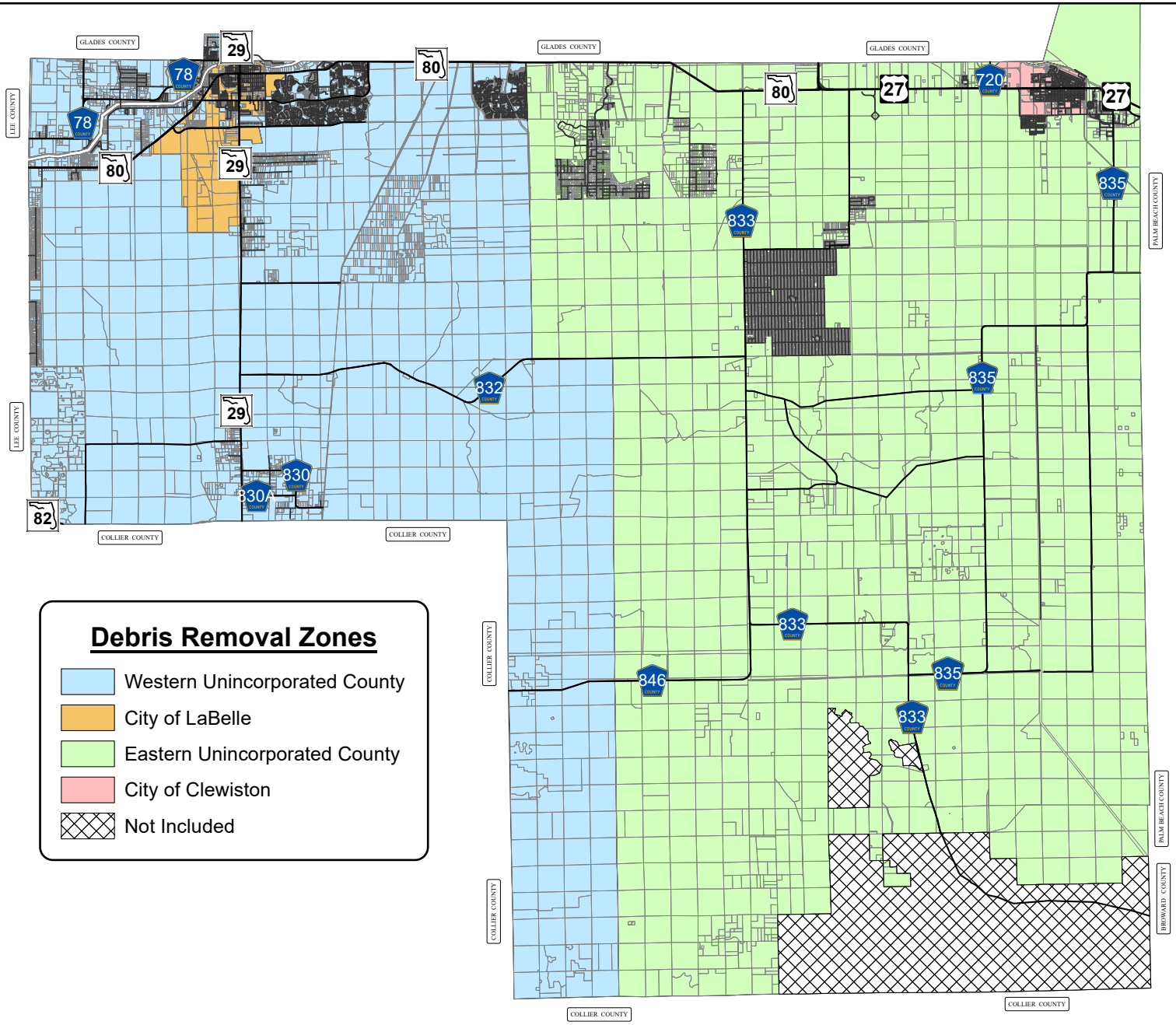
Company	Selection Committee Member #1	Selection Committee Member #2	Selection Committee Member #3	Selection Committee Member #4	Total	Rank
Firm #1						
Firm #2						

Total Points - Tie-Breaker (if required)

Company	Selection Committee Member #1	Selection Committee Member #2	Selection Committee Member #3	Selection Committee Member #4	Total	Rank
Firm #1						
Firm #2						

EXHIBIT "B"
DEBRIS REMOVAL ZONES
LOCATION MAP

NEXT PAGE



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Hendry County Debris Removal Zones

Debris Removal Zones.PDF

May 21, 2025

HENDRY COUNTY GIS DEPARTMENT

STEVEN L. McCORMICK, COORDINATOR

EXHIBIT "C"

RFP No. 2025-22 FEMA STUMP CONVERSION TABLE

Diameter to Volume Capacity

FEMA quantifies the amount of cubic yards of debris for each size of stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46{,}656}$$

0.7854 is one-fourth Pi and is a constant.
46,656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

Stump diameter measured 2 feet up from the ground
Stump diameter to root-ball diameter ratio of 1:3.6
Root-ball height of 31 inches

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

NEXT PAGE

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Exhibit "B"

WHERRY

TRUCK LINES, INC.

REQUEST FOR PROPOSALS FOR

RFP No. 2025-22

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES FOR HENDRY COUNTY, THE CITY OF CLEWISTON, AND THE CITY OF LABELLE

OPENING DATE AND TIME: JULY 18, 2025 AT 2:00 P.M.

TAB
1

WHERRY
TRUCK LINES, INC.
Walking Floor Bulk Transport

Green Waste Disposal
Horticultural Waste Removal

LETTER OF INTEREST

To Whom It May Concern,

This letter serves as formal acknowledge that Wherry Truck Lines, Inc. is expressing interest in securing the contract resulting from the Request for Proposal (RFP) for Disaster Debris Removal and Disposal Services for Hendry County, The City of Clewiston, and the City of Labelle. Wherry Truck Lines, Inc. is a highly qualified contractor with extensive experience in the removal, processing, and lawful disposal of disaster-generated debris from public properties, public rights of-of-way, and private roadways. The Company equipped and prepared to respond rapidly to both large-scale and small-scale debris events typically caused by hurricanes, tornados, and other natural disasters.

In 2018 Wherry Truck Lines, Inc. was awarded the contract under RFP 2018-17 for the same scope pf service. The contract was subsequently extended by Hendry County for two additional one-year terms, demonstrating the County's continued confidence in our performance and reliability.

Wherry Truck Lines, Inc. is committed to conducting all debris management activities in strict accordance with applicable regulations and guidelines set forth by the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Service (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP), in alignment with the needs of local governments.

Our team possesses a comprehensive understanding of the documentation and procedural requirements necessary for reimbursement through FEMA, FHWA, and other federal and state relief programs. We ensure that all processes and documentation are fully compliant with the regulations governing eligibility and cost recovery. Furthermore, we are well-versed in the requirements of Title 2 Code of Federal Regulations (CFR) Part 200, ensuring that all contracts meet the standards for federal grant eligibility under the Public Assistance Program.

We confirm that Wherry Truck Lines, Inc. meets all insurance and bonding requirements as stipulated by the County and is prepared to execute the standard agreement with Hendry County, Florida.

All information submitted in response to this RFP is true, accurate and complete. The undersigned individual is authorized to act on behalf of Wherry Truck Lines, Inc. and has full contractual authority for this project.

Sincerely,

Kendell T. Wherry
President
Wherry Truck Lines, Inc.
Office (239) 768-1293
Cell (239) 671-6511

TAB
2

A. (i) Relevant experience and past performance in Disaster Debris Removal Services or (ii) a minimum of five (5) years of experience hauling loads of goods or materials in an open bed trailer or truck bed (e.g., dirt, rock, agricultural commodities).

Company Background & Hauling Experience:

Wherry Truck Lines, Inc. (WTL), founded by Kendell Wherry in May 1992, was established to meet the growing need for horticultural debris and municipal solid waste removal in Southwest Florida. The company quickly distinguished itself by utilizing open-top 100-cubic-yard walking floor trailers to transport fuel wood to the Okeelanta sugar mill cogeneration plant. Early operations also included daily hauling of municipal waste for Waste Management from Hendry County to the Gulf Coast landfill in Lee County. These foundational services reflect WTL's long-standing expertise in hauling bulk materials such as dirt, rock, and agricultural commodities using open-bed trailers and truck beds.

Fleet Growth & Operational Capacity:

Over the past 33 years, WTL has expanded into a full-service, turnkey operation. The company now operates a diverse fleet that includes grapple trucks, roll-off trucks, and trailers

ranging from walking floor and dump trailers to log trailers and lowboys—supported by 30 tractor trucks. This growth has been driven by strategic investments in property, equipment, and personnel, including certified master loggers recognized by the Florida Forestry Association. WTL's operational capacity and logistical infrastructure are well-suited to meet the demands of large-scale debris removal and hauling projects.

Disaster Response Experience:

WTL has a long and distinguished history of supporting disaster recovery efforts in coordination with state and federal agencies, including FEMA. The company's involvement in emergency response began with Hurricane Andrew in 1992, where WTL provided critical hauling and debris removal services in Collier County. Throughout the 1990s, WTL worked alongside FEMA contractor AshBritt in the Florida Panhandle, contributing to multiple storm recovery missions by supplying equipment, operators, and logistical support for debris transport and site operations.

In the years that followed, WTL played a key role in cleanup operations after Hurricanes Charley (2004) and Wilma (2005), deploying its growing fleet of grapple trucks, dump trailers, and walking floor trailers to remove vegetative and construction debris across affected communities. The company's services extended to St. John's County and the City of St.

Augustine following Hurricane Matthew in 2016, where WTL provided FEMA-compliant hauling and support services under tight timelines and regulatory oversight.

Most notably, in 2017, WTL demonstrated its rapid response capabilities during Hurricane Irma. Within hours of landfall, WTL partnered with Crowder Gulf to clear critical roadways in Lee County, enabling emergency vehicles and utility crews to access impacted areas. Simultaneously, WTL mobilized a second team to lead debris removal operations in Hendry County in collaboration with AshBritt. These coordinated efforts showcased WTL's ability to manage multiple large-scale deployments, maintain operational efficiency under pressure, and adhere to federal disaster recovery protocols. This extensive track record underscores WTL's reliability, responsiveness, and deep-rooted expertise in emergency debris management.

B. Previous experience with State and Federal reimbursement programs; including, but not limited to: of FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

Experience with State and Federal Reimbursement Programs

Wherry Truck Lines, Inc. (WTL) has extensive experience working under state and federal reimbursement programs, including those administered by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), and the Natural Resources Conservation Service (NRCS). Over the past three decades, WTL has successfully completed numerous disaster recovery projects that required strict compliance with federal procurement standards, documentation protocols, and cost eligibility guidelines.

WTL has participated in FEMA-reimbursed operations dating back to Hurricane Andrew in 1992 and has since supported recovery efforts for Hurricanes Charley, Wilma, Matthew, and Irma. These projects involved coordination with FEMA prime contractors such as AshBritt and Crowder Gulf, where WTL was responsible for debris removal, hauling, and site management services. The company is well-versed in the documentation and reporting requirements necessary for federal reimbursement, including load ticket management, GPS tracking, and compliance with 2 CFR Part 200 (Uniform Guidance).

In addition, WTL has worked on projects involving FHWA Emergency Relief (ER) funding, particularly in the restoration of transportation infrastructure impacted by storm events. The company also has experience supporting NRCS Emergency Watershed Protection (EWP) Program efforts, providing debris removal services in environmentally sensitive areas. WTL's administrative and field teams are trained to meet the rigorous standards of these programs, ensuring accurate recordkeeping, eligibility verification, and timely submission of required documentation.

C. The ability, capacity, skill and organization of the Proposer to perform and support the needs and objectives of the Scope of Work as proposed. This includes Proposer's Staff or anticipated subcontractors.

1. Scope of Work

- Debris removal from the city limits of the City of Clewiston
- Stump removal within the city limits of the City of Clewiston
- Leaner and hanger removal within the city limits of the City of Clewiston
- Debris management site operation within the City of Clewiston
- Debris removal from the city limits of the City of LaBelle
- Stump removal within the city limits of the City of LaBelle
- Leaner and hanger removal within the city limits of the City of LaBelle
- Debris management site operation within the City of LaBelle
- Debris removal within eastern unincorporated Hendry County
- Stump removal within eastern unincorporated Hendry County
- Leaner and hanger removal within eastern unincorporated Hendry County
- Debris management site operation within eastern unincorporated Hendry County
- Debris removal within western unincorporated Hendry County
- Stump removal within western unincorporated Hendry County
- Leaner and hanger removal within western unincorporated Hendry County
- Debris management site operation within western unincorporated Hendry County

2. Objective

To ensure timely and safe removal of horticultural debris using heavy equipment and subcontractors before and after a hurricane, tornedo, or other natural or manmade disaster with clear work processes and procedures.

3. Organizational Capacity and Operational Readiness

Wherry Truck Lines, Inc. is uniquely positioned to meet the demands of the Scope of Work through a vertically integrated structure and a highly trained workforce. With over 95 professionals across three affiliated companies, we bring the capacity, skill, and organizational strength required for efficient disaster debris removal. Our team includes CDL drivers, heavy equipment operators, project managers, and safety officers—all trained in FEMA protocols and ready for immediate deployment. We also maintain active agreements with a network of pre-vetted subcontractors to ensure scalability and responsiveness during large-scale events.

1. **Organizational Structure** Wherry Truck Lines, Inc. operates with a streamlined and responsive organizational structure designed to support rapid mobilization and efficient execution of disaster debris removal services. Our leadership team includes:

- Project Manager – Oversees all field operations
- Field Supervisors – Manage day-to-day site activities
- Safety Officers – Ensure compliance with safety protocols
- Logistics Coordinators – Manage equipment and personnel deployment.

This structure ensures clear lines of communication, accountability, and coordination across all project phases. Our team is trained to work in close collaboration with local government officials and emergency management personnel to ensure alignment with the Scope of Work and community recovery goals.

2. **Staffing Plan**

Superintendent(s) – Jeremy Wohlert and Kendell Wherry

Role Overview: Wherry Truck Lines, Inc. will assign Jeremy Wohlert and Kendell Wherry as Superintendents to oversee all field operations throughout the duration of the debris removal contract. These individuals bring extensive experience in debris management and field supervision. Their qualifications and relevant experience are detailed in their resumes, which are included in this RFP submission for review.

Responsibilities:

- Maintain a constant on-site presence during active operations.
- Supervise all work crews and subcontractors.
- Ensure compliance with FEMA, FHWA, FDEP, OSHA, and local regulations. Coordinate with the Debris Manager and Authorized Representatives to address field-level issues in real time.
- Monitor safety practices, quality control, and productivity across all zones.

2. **DMS Operations Manager**

Role Overview: Wherry Truck Lines, Inc. will designate a DMS Operations Manager to lead all activities at Debris Management Sites (DMS), ensuring that debris is processed, reduced, and transported to final disposal sites in full compliance with environmental and safety standards.

Responsibilities:

- Oversee the setup, operation, and closure of all DMS locations.

- Assign and supervise DMS Foremen and site personnel.
- Ensure proper segregation, reduction (e.g., grinding), and haul-out of debris.
- Maintain site safety, traffic control, and environmental compliance.
- Coordinate with the County for site inspections and documentation.
- Submit required reports, including tipping fee documentation and site activity logs.

3. **On-Site Project Manager**

Role Overview: Wherry Truck Lines, Inc. will appoint an experienced On-Site Project Manager to serve as the central point of contact between the company and the Applicable Local Government. This individual will manage the overall execution of the contract and ensure seamless communication and coordination.

Responsibilities:

- Be available 24/7 during active operations.
- Conduct daily briefings with the Debris Manager and County officials.
- Coordinate logistics, scheduling, and resource allocation.
- Ensure timely submission of documentation, including load tickets, daily logs, and photographic records.
- Resolve operational issues and implement corrective actions as needed.
- Support public information efforts and community engagement when required.

4. Additional Key Personnel Other key personnel assignments, including support staff, safety officers, and logistics coordinators, will be determined at the time of disaster activation based on the scale and scope of the event. Wherry Truck Lines, Inc. maintains a roster of trained personnel ready to be deployed as needed to ensure full operational coverage. All of whom are cross-trained to adapt to dynamic field conditions. We maintain a roster of on-call personnel to ensure surge capacity during large-scale events. All staff members are trained in FEMA debris management protocols, safety compliance, and environmental best practices, ensuring that operations are conducted efficiently and in accordance with regulatory standards.

WTL shall employ qualified personnel to carry out the work specified in the RFP. All employees selected and assigned will be in accordance with applicable contractual obligations, labor laws, and regulatory requirements. WTL shall ensure that its employees perform their duties to the highest standards of quality, safety, and compliance as stipulated under this contract.

The following is a list of our current employees:

Employee	Job Title
Bartley, Susan J.	Accountant
Lopez, Adriana M.	Accounts Receivable Clerk/Receptionist

Cheeks, Joene C.	Dispatcher
Aleman, Jose A.	CDL Driver
Alvarado, Eddie	CDL Driver
Alvarez, Javier L.	CDL Driver
Calderon Legra, Daniel	CDL Driver
Caparco, Garry J.	CDL Driver
Cash, Jon M.	CDL Driver
Correa Oliva, Carlos	CDL Driver
Cruz Hernandez, Osvaldo	CDL Driver
Eischeid, Donald E.	CDL Driver
Gargiulo, Donald A.	CDL Driver
Gonzalez, Ruben	CDL Driver
Greene, Kelin E.	CDL Driver
Harmon II, Emery	CDL Driver
Hartline, David C.	CDL Driver
Kolias Jr., William C.	CDL Driver
Kramer, Richard L.	CDL Driver
Lara Brito, Ignacio	CDL Driver
Lorente, Julio	CDL Driver
Mahr, Gary G	CDL Driver
Major, William L.	CDL Driver
Milam Jr., Richard D.	CDL Driver
Molina, Carlos L.	CDL Driver
Navarro, Ytiel	CDL Driver
Samuels, Darnel C.	CDL Driver
Williams, Holton J.	CDL Driver
Williams, Sylvester E.	CDL Driver
Tabio, Sergio	Fuel Truck CDL Driver
Wherry, Dana M.	Manager
Pico Horta, Manuel	Mechanic
Pomares Govin, Luis	Mechanic
Rosales, Juan	Mechanic
Schmeckpeper, Beau D.	Mechanic
Essix Jr., Offie J.	Mechanic - Heavy Equipment
Gutierrez, Sergio R.	Mechanic - Heavy Equipment
Kaufman, Bennett I.	Mechanic - Heavy Equipment
Nino, Juan J.	Mechanic - Heavy Equipment
Herrera.., Adan	Mechanic - Trailer
Casares, Carlos I.	Mechanic - Truck
Wherry, Michelle M.	Office Manager
Wohlert, Jeremy L.	Operations Manager
Tangen, Luke T.	Heavy Equipment Operator
Banda Jr., Ricardo	Heavy Equipment Operator

Bate, John M.	Heavy Equipment Operator
Brown, Ronald H.	Heavy Equipment Operator
Campbell, Mark E.	Heavy Equipment Operator
Chelson Jr., Carl David	Heavy Equipment Operator
Coronado, Mike A.	Heavy Equipment Operator
Darr, Thomas R.	Heavy Equipment Operator
Fountain, Jeffrey A.	Heavy Equipment Operator
Garza, Jaime S.	Heavy Equipment Operator
Gonzalez, Carlos B	Heavy Equipment Operator
Haller, Shane C.	Heavy Equipment Operator
Hand, Kevin L.	Heavy Equipment Operator
Long, Jordan T.	Heavy Equipment Operator
Lopez Mendez, Ismar A.	Heavy Equipment Operator
Olivencia, Tyler K.	Heavy Equipment Operator
Ramirez Jr., Aaron	Heavy Equipment Operator
Reason, Charles V.	Heavy Equipment Operator
Silva, Pedro	Heavy Equipment Operator
Smith, Damon I.	Heavy Equipment Operator
Soto Guevara, Eladio	Heavy Equipment Operator
Tangen, Micah C.	Heavy Equipment Operator
Wettlaufer, George C.	Heavy Equipment Operator
Tull III, Gerald L.	Parts Runner
Valdes, Elier J.	Parts Specialist
Wherry, Kendell T.	President
Fisher, Christopher T.	Project Manager
Prince, Thomas L.	Project Manager
Tangen, Charles B.	Project Manager
Dupre, Lori A.	Service Admin
Paula., Alexis	Service Manager
Wallace, David W.	Tire Technican
Castillo-Avalos, Erik	Welder
Hawker, Alexander S.	Welder
Strong, Daniel B.	Welder/Fabricator

5. **Subcontractors** To enhance our operational capacity and flexibility, Wherry Truck Lines, Inc. partners with a network of pre-vetted subcontractors who specialize in debris hauling, site management, and specialized equipment operations. Each subcontractor is selected based on their proven experience, safety record, and ability to meet the performance standards outlined in the RFP. We maintain active agreements and letters of commitment with these partners to ensure immediate availability when needed. All subcontractors are required to adhere to our

safety protocols, reporting procedures, and quality control standards to ensure seamless integration with our operations.

WTL shall engage qualified subcontractors to perform specific portions of the work outlined in the RFP. The use of subcontractors will be undertaken in accordance with all applicable contractual obligations and regulatory requirements. WTL shall remain fully responsible for the performance of all subcontracted work and will ensure that any subcontractor engaged adheres to the same standards of quality, safety, and compliance as required of WTL under this contract.

The following is a list of subcontractors:

- Bedolla Rentals LLC-495 S. Cypress St., LaBelle, Florida 33935
- Eugene Martinez -1 Step-P.O. Box 2194, LaBelle, Florida 33935
- Javier Deras Grading, Inc. -4037 Loblolly Bay Road, LaBelle, Florida 33935
- Jeff Swindle -3262 West Hwy 27, Clewiston, Florida 33440
- Jose Cuellar Sod Service -1110 S. Carlyle Street, LaBelle, Florida 33935
- Juan Esquival Enterprises -760 Noble Pine Drive, LaBelle, Florida 33935
- La Corporacion Concrete -1075 Park Drive, LaBelle, Florida 33935
- Pequeno Harvesting -137 S. Industrial Loop Street, LaBelle, Fl 33935
- R&R Harvesting, Inc. -2004 Crescent Avenue, LaBelle, Florida 33935
- Rayburn Co, Inc. -P.O. Box 716, LaBelle, Florida 33975
- RockTide, LLC-P.O. Box 1803, LaBelle, Florida 33975
- Skills Construction, Inc. -3670 NW 24th Avenue, Okeechobee, Florida 34972
- WW Companies, Inc. -P.O. Box 455, Clewiston, Florida 33440
- Yudet Trucking, Inc.-14159 Canopy Lane, Clewiston, Florida 33440

With a fully trained workforce, scalable resources, and a commitment to safety and compliance, Wherry Truck Lines, Inc. stands ready to respond swiftly and effectively to any disaster event. We are prepared to mobilize immediately and support the Cities and County's recovery efforts with professionalism and care.

KENDELL T. WHERRY

Wherry Truck Lines, Inc
Business Owner
kendell@wherrytrucklines.com
(239) 671-6511



COMPANY OVERVIEW

Wherry Truck Lines, Inc provides its customers with an array of agricultural services to include green waste disposal, land clearing, mulching, logging, grinding, and screening. Wherry has been rooted in environmental stewardship for the past 33 years and is dedicated to serviceability with the highest regards to creating and maintaining strong customer relationships. The Company offers dependable, prompt, and reliable service with our professional staff and equipment.

PROFILE

Kendell T. Wherry has been a business owner since 1992 serving the Southwest Florida community and beyond. He received his Associates of Arts from University of Central Florida in 1985. He continued his education at Florida State University where he received a Bachelor of Science in Finance and Economics in 1987. His business began as a trucking company. Later he expanded his operation to create a full-cycle business model, which includes recycling green waste.

PROJECT EXPERIENCE

LEE COUNTY SOLID WASTE AUTHORITY — **11/2018 – Present**
Fort Myers, FL — **$3,500,000.00 per Year**
Four Year Contract – Recycle Horticulture

DB VETERAN'S MEMORIAL BLVD. — **1/2021 – 5/2021**
Quality Enterprises USA, Inc — **$117,000.00**
Bonita Springs, FL
Clearing and Grubbing

BURNT STORE ROAD PHASE II, Burnt Store Road, Zemel Road – Notre Dame Blvd. — **10/2019 – 7/2021**
Wright Construction Group, Inc. — **$619,000.00**
Port Charlotte, FL
Tree and Vegetation Removal – Clearing and Grubbing

TAMARINDO COMMUNITY DEVELOPMENT DISTRICT — **1/2021 – 5/2021**
Mitchell and Stark Construction Co. Inc. — **$329,800.00**
Naples, FL
Mechanical Clearing, Grubbing, Grinding and Removal of Mulch

SAN MARINO – 951 Collier Blvd & I-75, Naples, FL — **10/2019 – 1/2020**
Tomahawk Constructing, LLC — **$525,000.00**
Naples, FL
Land Clearing

HENDRY COUNTY — **9/2017 – 1/2018**
Ashbritt Environmental — **$500,000.00**
Hendry County, FL
Hurricane Irma Storm Cleanup, Disaster Relief, Natural Storms and First Responder

I-75 FORT MYERS AIRPORT PROJECT ENTRANCE — **11/2012 – 4/2013**
Prince Consulting, LLC — **$357,450.00**
Fort Myers, FL
Land Clearing and Grubbing

JEREMY L. WOHLERT

jeremyw@wherrytrucklines.com • (239) 633-6957

SUMMARY

Operations Manager with in-depth experience with business operations. Maintains customer satisfaction and resolves complaints in highly competitive agricultural market. Exceptional hands-on experience. Develops heavy equipment operators and drivers. Provides direction to ensure safe work environment.

CORE COMPETENCIES

- **OSHA 30-Hour Certified**
- **Heart Saver CPR AED Certified**
- **Competent Person**
- **CDL A**

PROFESSIONAL EXPERIENCE

WHERRY TRUCK LINES, INC, Fort Myers, FL **August 2012 to Present**
Operations Manager

- Oversees the business operations for Country Lakes Farm, the Transportation Divisions, the company's sub-contract with Lee County and any assigned land clearing projects.
- Plans and implements movement of equipment to and from job sites. Ensures employees are fueled and have properly maintained equipment.
- Conducts Occupational Safety & Health Administration (OSHA) training and safety meetings.
- Acts as the Competent Person on all job sites. Ensures OSHA safety compliance.
- Establishes and maintains credible, professional relationships with customers and external vendors.
- Presents and tracks issues and conflicts, removes barriers, resolves issues of high complexity and escalates to appropriate level when required.
- Reports updates daily, weekly, monthly, quarterly, and annually on project assignments.
- Works closely with company owner to ensure all operational, administrative, and compliance functions within the company are properly executed in accordance with regulatory-based best management practices (BMP).
- Operates heavy equipment as needed.

WHERRY TRUCK LINES, INC, Fort Myers, FL **November 2007 to July 2012**
Job Site Forman

- Manages day to day business operations for land clearing job sites.
- Assigns equipment, designates location set up and monitors employee performance.
- Operates and maintains heavy equipment.
- Provides a safe work environment.

WHERRY TRUCK LINES, INC, Fort Myers, FL **March 2002 to October 2007**
Truck Driver / Heavy Equipment Operator

- Drives grapple trucks, semi-trucks with low-boy, walking floor, flat bed and log trailers.
- Operates heavy machinery to include Front End Loaders, Excavators, Dozer, Grinders and Screeners for land clearing projects.

EDUCATION

KANSAS STATE UNIVERSITY Manhattan, KS
18 Credits

RIVERDALE HIGH SCHOOL Fort Myers, FL
Diploma

D. Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment. Additionally, Proposer may detail resources it can have at its disposal immediately in the event of a disaster event.

WTL's operational infrastructure is designed to ensure uninterrupted service delivery during disaster response efforts. The company's 10-acre headquarters, located at 5790 Country Lakes Drive in Fort Myers, is equipped with three (3) full-service on-site fuel tanks—supporting on-road, off-road, and gasoline needs—and five (5) mobile service trucks deployed throughout the region. Additionally, the company maintains a 167-acre site at 5561 Tice Street, Fort Myers, which previously served as a disposal site during the post-Hurricane Irma cleanup. Both facilities are strategically situated within three miles of Interstate 75, Exit 139, allowing for rapid mobilization and efficient logistics. These locations provide a strong logistical advantage, with direct access to major transportation corridors and proximity to affected areas. WTL also maintains long-standing relationships with leading equipment vendors such as John Deere, Caterpillar, Morbark, Volvo, Tigercat, and McCloskey, ensuring timely access to additional machinery and parts when needed. This combination of infrastructure, location, and vendor support enhances the company's immediate capacity to respond effectively to large-scale disaster debris removal and disposal operations.

Equipment Resources

WTL maintains a comprehensive inventory of specialized equipment essential for effective disaster debris removal and disposal operations. The company's fleet includes a wide range of heavy machinery such as excavators, loaders, dump trucks, grapple trucks, and tub grinders, all maintained to the highest operational standards. This equipment is owned and operated by experienced personnel and supported by mobile service units to ensure continuous functionality in the field. The availability and readiness of this equipment enable WTL to respond rapidly and efficiently to emergency situations, ensuring timely execution of all project requirements.

The following is a comprehensive list of equipment available for both primary deployment and backup support:

Equipment Number	Year	Make	Model	Scale 1 - Excellent 2 – Good 3 – Fair 4 - Poor
FRONT END / WHEEL LOADERS				
1901	2011	Volvo	L90F	1
2084	2007	Volvo	L70F	1
2606	2009	Volvo	L70F	1
3079	2022	Volvo	L120H	1
4123	2020	Volvo	L70H 3V	1
5509	2021	Volvo	L90H	1
8092	2024	Volvo	L90H2	1
6592	2023	Volvo	L90H	1
6630	2008	Volvo	L120F	1
7593	2006	Volvo	L90E	1
8330	2007	Volvo	L90F	1
DOZER				
51128	2014	John Deere	850K	1
6535	2023	John Deere	850L Crawler	1
EXCAVATOR				
0723	2018	Volvo	EC350EL	1
0113	2018	Doosan	DX350LC-5K	1
2620	2020	Doosan	DX225LC-5	1
2622	2020	Doosan	DX225LC-5	1
2668	2020	Doosan	DX225LC-5	1
2669	2020	Doosan	DX225LC-5	1
2683	2020	Doosan	DX225LC-5	1
2749	2021	Doosan	DX225LB-5 US20	1
2780	2020	Doosan	DX225LC-5	1
2787	2020	Doosan	DX225LC-5	1
4324	2022	Volvo	EC350EL	1
4399	2022	Volvo	EC350EL	1
4548	2023	Volvo	EC350EL	1
FARM TRACTOR				
3898	2020	John Deere	8270R	1
FELLER BUNCHERS				
3446	2019	Tigercat	822D	1
3461	2019	Tigercat	822D	1
6854	2018	Tigercat	720G	1
7780	2024	Tigercat	720G	1
ARTICULATED HAULERS				
2428	2018	Volvo	A30G	1
2583	2019	Volvo	A30G	1
2763	2012	Volvo	A30F	1
2776	2012	Volvo	A30F	1

Equipment Number	Year	Make	Model	Scale 1 - Excellent 2 – Good 3 – Fair 4 - Poor
HORIZONTAL / TUB GRINDERS				
1051	2016	Morbark Wood Hog	3800XL	1
1086	2014	Morbark Wood Hog	4600XL	1
1158	2016	Morbark Wood Hog	4600XL Track	1
1167	2017	Morbark Wood Hog	4600XL Track	1
1207	2016	Morbark Wood Hog	6600XL Track	1
1211	2018	Morbark Wood Hog	6600XL Track	1
1565	2019	Morbark Tub Grinder	1300B	1
SKIDDERS				
473	2017	Caterpillar	525D	1
481	2017	Caterpillar	525D	1
7300	2019	Tigercat	620E	1
7459	2019	Tigercat	620E	1
9128	2021	Tigercat	620H	1
T/A DAY CAB TRUCK TRACTOR (ARMY 5 TON TRUCK)				
0019	1992	BMY	M931A2	1
0935	2000	BMY	M931A2	1
2593	1991	BMY	M931A2	1
425	1984	AM General	M931	1
949	1984	AMGC	M931	1
WATER TRUCKS				
2913	2016	Ford	F750	1
3872	2005	Volvo	A25D	1
SCREENERS				
100007	2019	Sandvik	QE442	1
2900	2023	McCloskey	628RE	1
5040	2016	McCloskey	628RE	1
5904	2016	McCloskey	628RE	1

Equipment Number	Year	Make	Model	Scale 1 - Excellent 2 – Good 3 – Fair 4 - Poor
ROAD TRUCKS				
004	2006	Mack	CH613	1
005	2006	Mack	CHN613	1
016	2006	Mack	CHN613	1
325	2002	Mack	CH613	1
359	2001	Mack	CH613	1
492	2006	Mack	CHN613	1
493	2006	Mack	CHN613	1
496	2006	Mack	CHN613	1
626	1993	Mack	CH613	1
720	2001	Mack	CH613	1
744	2001	Mack	CH613	1
801	2005	Mack	CHN613	1
802	2005	Mack	CHN613	1
803	2005	Mack	CHN613	1
841	2006	Mack	CHN613	1
918	2006	Mack	CHN613	1
919	2006	Mack	CHN613	1
1128	2010	Mack	Titan Series - TD713	1
4931	2003	Mack	CV713	1
8086	2022	Mack	GR64FT	1
8087	2022	Mack	GR64FT	1
8088	2022	Mack	GR64FT	1
8089	2022	Mack	GR64FT	1
8090	2022	Mack	GR64FT	1
FUEL & LUBE TRUCK				
6929	2006	Mack	TK – Fuel & Lube	1
GRAPPLE TRUCKS				
073	2006	Mack	CHN613	1
101	2001	Mack	RD688	1
3699	2020	Mack	GR64F	1
374	2004	Mack	CV713	1
629	2007	Mack	CV713	1
ROLL OFF TRUCKS				
6596	2025	Mack	Granite 84FR	1
6597	2025	Mack	Granite 84FR	1
677	2006	Mack	CV713	1
WALKING FLOOR TRAILERS - 100 Cubic Yards				
006	2001	EASU	Walking Floor	1
007	2001	EASU	Walking Floor	1
029	2006	E46T	Walking Floor	1
043	2006	EAMC	Walking Floor	1
052	2004	STUT	Walking Floor	1
079	2000	EASU	Walking Floor	1

Equipment Number	Year	Make	Model	Scale 1 - Excellent 2 – Good 3 – Fair 4 - Poor
WALKING FLOOR TRAILERS - 100 Cubic Yards - Continued				
125	2000	EAMC	Walking Floor	1
126	2006	MACT	Walking Floor	1
127	2006	MACT	Walking Floor	1
128	2006	MACT	Walking Floor	1
129	2006	MACT	Walking Floor	1
130	2006	MACT	Walking Floor	1
169	2001	EAMC	Walking Floor	1
177	2001	EASU	Walking Floor	1
317	2005	EAMC	Walking Floor	1
318	2005	EAMC	Walking Floor	1
345	1999	EAMC	Walking Floor	1
4303	2002	MACK	Walking Floor	1
518	2003	MACM	Walking Floor	1
519	2003	MACM	Walking Floor	1
520	2003	MACM	Walking Floor	1
603	2005	MACT	Walking Floor	1
604	2005	MACT	Walking Floor	1
605	2005	MACT	Walking Floor	1
606	2005	MACT	Walking Floor	1
805	1995	EAST	Walking Floor	1
821	2005	MACM	Walking Floor	1
822	2005	MACM	Walking Floor	1
DUMP TRAILERS				
739	1998	EADU	Dump	1
7932	2014	MACT	Dump	1
8697	2016	MACT	Dump	1
8698	2016	MACT	Dump	1
9280	2005	MACM	Dump	1
FLATBED TRAILERS				
2405	2017	UTIL	Flatbed	1
2406	2017	UTIL	Flatbed	1
396	2002	TRCT	Drop Deck	1
LOWBOY TRAILERS				
351	2008	FONE	Lowboy	1
895	2003	FONT	Lowboy	1
LOG TRAILERS				
162	1973	FONT	Log Trailer	1
1650	2017	PITL	Log Trailer	1
1686	1999	BIGJ	Log Trailer	1
1687	1999	BIGJ	Log Trailer	1
1715	1999	BIGJ	Log Trailer	1
3018	1986	ASPT	Log Trailer	1
312	1995	ASPT	Log Trailer	1
3408	1993	ASPT	Log Trailer	1
403	1994	ASPT	Log Trailer	1

Equipment Number	Year	Make	Model	Scale 1 - Excellent 2 – Good 3 – Fair 4 - Poor
404	1994	ASPT	Log Trailer	1
5156	1995	MAGN	Log Trailer	1
7122	2019	Kauf	Log Trailer	1
7128	2019	Kauf	Log Trailer	1
7152	2019	Kauf	Log Trailer	1
7153	2019	Kauf	Log Trailer	1
7462	2018	Kauf	Log Trailer	1

Equipment Number	Year	Make	Model	Scale 1 - Excellent 2 – Good 3 – Fair 4 - Poor
PICKUP TRUCKS				
0156	2012	Ford	TK	1
097	2007	Chevrolet	Silverado 1500	1
098	2004	Ford	F150	1
2163	2014	Ford	F150	1
2188	2008	Ford	F350	1
3195	2007	Chevrolet	UT	1
3319	2023	Ford	F150	1
3460	2013	Chevrolet	UT	1
4066	2013	Ford	Pickup	1
522	2007	Chevrolet	Silverado 1500	1
558	2007	Chevrolet	TK	1
6075	2023	Ford	F350XL	1
60935	2012	Ford	TK	1
6511	2022	Ford	F150	1
7391	2010	Ford	PK	1
780	2023	Ford	F550	1
928	2013	Chevrolet	TK	1
9527	2012	Ford	TK	1
9561	2015	Ford	F150	1
9664	2024	Ford	F150	1
SERVICE TRUCKS				
1074	2016	Dodge	Ram 5500	1
3120	2018	Dodge	Ram 3500	1
3225	2017	Dodge	Ram5500	1
3280	2009	Ford	TK	1
7123	2006	Ford	TK	1

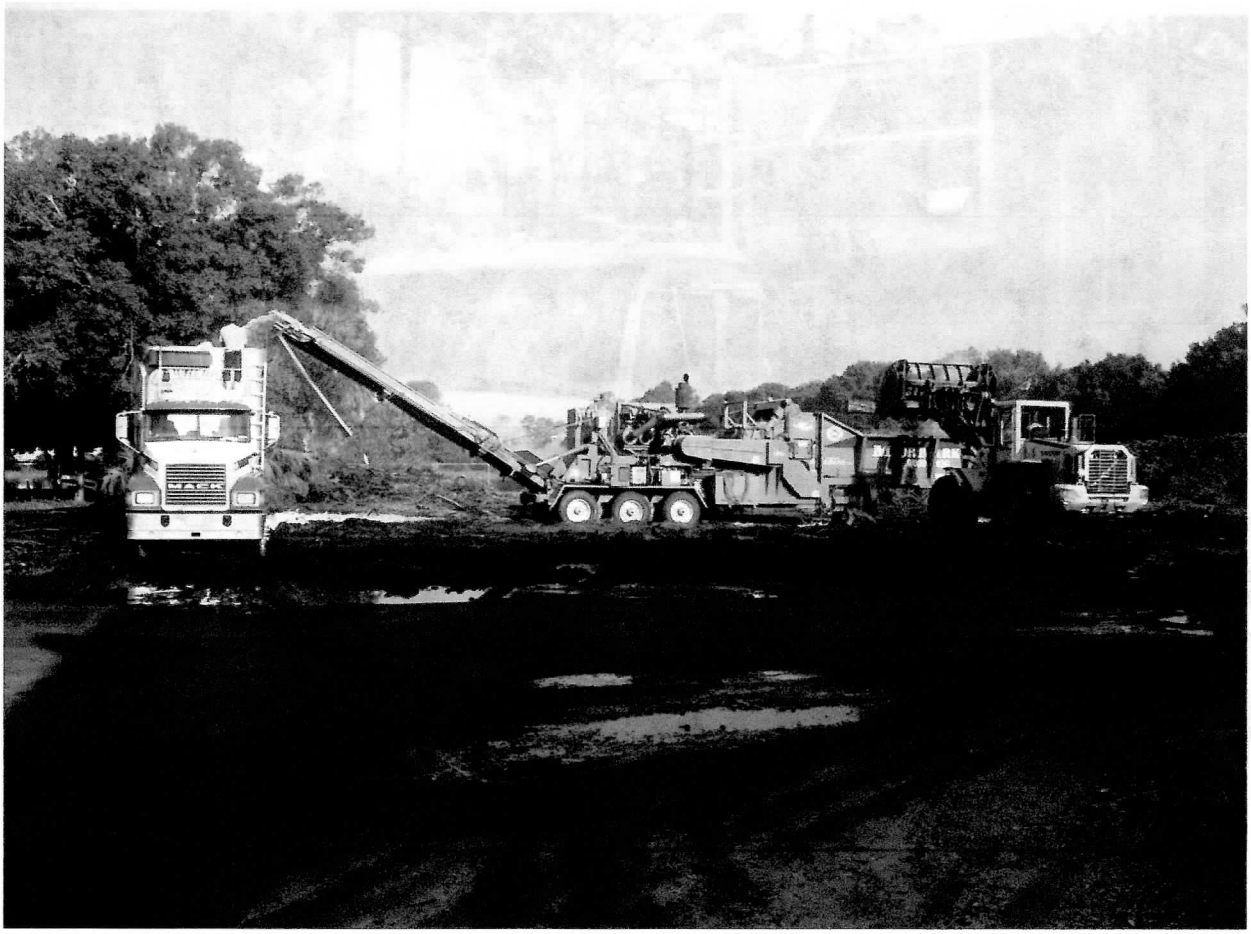

VOLVO


MACK


WHERRY
6929
MACK
1993




128
WHERRY
744
MACK


MACK

E. Explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the applicable local government for expeditious removal and disposal of disaster debris.

Wherry Truck Lines, Inc. is fully prepared to provide comprehensive debris removal and disposal services in response to a wide range of disaster events affecting Hendry County, the City of Clewiston, and the City of LaBelle. While hurricane response remains a core component of our services, our team is also equipped to respond to: Tornadoes, Floods Wildfires, Severe weather events, other natural or man-made disasters. Our operations include the safe and efficient removal of various types of debris, including vegetative debris, construction and demolition (C&D) materials, hazardous waste, and white goods. We are committed to rapid mobilization, safety compliance, and thorough documentation to support local recovery efforts and ensure public safety. Wherry Truck Lines, Inc. brings the experience, equipment, and readiness to support our communities through any disaster scenario.

Operational Plan

Pre-Hurricane or Other natural or man-made disasters Phase (Preparedness)

A. Planning & Coordination

Work Process: Conduct planning meetings, assign zones, establish communication.

Procedures: Schedule coordination meetings with internal and subcontractor leads. Review updated zone maps and assign response teams. Distribute emergency contact lists and communication protocols. Confirm mutual aid agreements and resource-sharing plans.

B. Equipment & Resource Mobilization

Work Process: Inspect, stage, and confirm readiness of all equipment.

Procedures: Perform mechanical checks (fluids, tires, hydraulics). Fuel all equipment and load onto transport trailers. Deliver to pre-identified staging areas. Confirm subcontractor equipment lists and readiness.

C. Personnel Readiness

Work Process: Assign crews, conduct training, distribute PPE.

Procedures: Assign personnel to shifts and zones. Conduct safety briefings and hurricane-specific training. Distribute PPE and emergency kits. Confirm crew rosters and contact information.

D. Communication & Alerts

Work Process: Establish and test communication systems.

Procedures: Set up primary and backup communication channels (radio, satellite). Test all systems with internal and subcontractor teams. Issue pre-storm alerts and readiness check-ins. Maintain a communication log.

During Hurricane or Other natural or man-made disasters (Standby Mode)

Work Process: Suspend operations, secure assets, monitor conditions.

Procedures: Cease all field operations and relocate crews to safe shelters. Secure equipment in elevated or protected areas. Maintain hourly check-ins with team leads. Monitor weather and emergency broadcasts.

Post-Hurricane Phase or Other natural or man-made disasters (Response & Recovery)

A. Initial Assessment

Work Process: Survey damage, prioritize zones.

Procedures: Deploy assessment teams with GPS and cameras. Document road conditions, debris volume, and hazards. Rank zones by urgency (e.g., emergency access, public safety). Report findings to command center.

B. Debris Removal Operations

Work Process: Mobilize crews, clear debris, transport to disposal.

Procedures: Dispatch internal and subcontractor crews to assigned zones. Begin with primary roads, then secondary and residential areas. Use loaders, grapple trucks, and excavators to process debris. Transport sorted debris to approved staging or disposal sites. Supervisors inspect and document progress daily.

Debris Removal Workflow

- Receive Notice to Proceed from Local Government
- Mobilize equipment and crews to designated zones
- Conduct safety briefing and assign tasks
- Begin debris collection from ROW and public areas
- Transport debris to Debris Management Site (DMS)
- Document load with GPS, photos, and load ticket
- Submit daily logs and reports to Debris Manager

Subcontractor Coordination Workflow

- Pre-qualify subcontractors and verify credentials
- Assign subcontractors to zones or tasks
- Dispatch work orders via Subcontractor Portal
- Monitor performance and safety compliance
- Collect documentation and verify hours/load tickets
- Submit subcontractor reports to Local Government

C. Safety & Compliance

Work Process: Enforce safety protocols, monitor hazards.

Procedures: Conduct daily safety briefings and hazard updates. Inspect work zones for electrical, structural, or biological hazards. Ensure all workers wear PPE and follow OSHA/FEMA guidelines. Document incidents and corrective actions.

D. Documentation & Reporting

Work Process: Track operations, submit reports.

Procedures: Use mobile apps or paper logs to record hours, loads, and fuel use. Take geo-tagged before-and-after photos. Collect subcontractor logs and verify accuracy. Submit daily summaries to command center and local authorities.

Documentation and Compliance Workflow

- Issue load tickets at pickup site
- Record GPS coordinates and time stamps
- Take before-and-after photos of debris piles
- Track vehicle movement to DMS or disposal site
- Submit documentation to CDMS and FEMA portal
- Archive records for audit and reimbursement

5. Demobilization & Review

Work Process: Clean up, debrief, update plan.

Procedures: Return equipment to base, clean and inspect. Conduct debriefings with all teams and subcontractors. Document lessons learned and update SOPs. Archive all records for audit and reimbursement.

Operational Plan: **Emergency Road Clearance**

1. **Objective** To ensure all designated roadways within Hendry County are cleared and made passable within seventy (70) working hours of receiving a Notice to Proceed, following a declared disaster event.

2. **Scope of Work** At the request of the Applicable Local Government, Wherry Truck Lines, Inc. shall perform all necessary labor, provide equipment, fuel, and cover associated costs to clear and remove debris from designated roadways.

3. **Activation & Coordination Trigger**

- Trigger: Activation occurs upon issuance of a Notice to Proceed by the Applicable Local Government.
- Initial Contact: Wherry Truck Lines, Inc. will coordinate with the Debris Manager to receive roadway clearance priorities and operational zones.

4. **Mobilization Timeline**

- Within 16 Hours: Management team reports to Debris Manager.
- Within 24 Hours: Mobilization of crews and equipment begins.
- Within 72 Hours: Full operational setup.
- Within 70 Working Hours: All designated roadways must be cleared and passable.

5. **Operational Strategy**

- Zone Assignment: Roadways will be divided into zones prioritized by emergency access needs.
- Crew Deployment: Teams will be assigned to zones with appropriate equipment (e.g., loaders, chainsaws, dump trucks).
- 24/7 Operations: If necessary, operations will run in shifts to meet the 70-hour deadline.

6. **Documentation & Reporting**

- Daily Logs: Each crew will maintain logs of:
  - Equipment and labor used (with certifications)
  - Start and end times
  - Specific zones worked
- Photographic Evidence: Before-and-after photos of cleared roadways.
- Daily Reports: Submitted to the Debris Manager summarizing progress and any issues.

7. **Safety & Compliance**

- PPE Enforcement: All personnel must wear appropriate protective gear.
- Traffic Control: Use of signage and flaggers to ensure public and worker safety.
- Environmental Compliance: Adherence to local and federal environmental guidelines.

8. **Extension Protocol**

- If the 70-hour window is insufficient, the Applicable Local Government may issue a written extension. Wherry Truck Lines, Inc. will adjust operations accordingly.

Operational Plan: **ROW Vegetative Debris Removal**

1. **Objective** To safely and efficiently remove eligible disaster-related vegetative debris from publicly maintained rights-of-way (ROW) and transport it to an approved Debris Management Site (DMS) or Final Disposal Site, in compliance with all applicable regulations.

2. **Scope of Work** Removal of eligible vegetative debris accessible from the street (not behind fences or obstructions). Transportation of debris to designated DMS or disposal sites. Compliance with all federal, state, and local environmental and safety regulations.

3. **Activation & Coordination Trigger**: Activation upon direction from the Applicable Local Government Debris Manager. Coordination: Receive debris removal zones and priority areas. Confirm DMS or final disposal site locations. Establish communication protocols with the Debris Manager and Authorized Representatives.

4. **Operational Strategy Debris Identification**: Only eligible vegetative debris in immediate proximity to the ROW and accessible by equipment will be removed.

Load Ticket Protocol: Each debris load must be documented with a load ticket issued by the Authorized Representative. Once a load ticket is issued, no additional debris may be collected until the load is delivered and the ticket is closed.

Sequential Removal: All debris at a location must be removed before moving to the next, unless otherwise directed.

Private Property Access: Entry only with written Right-of-Entry (ROE) authorization from the Debris Manager.

Rapid Response Crews (RRC): Maintain one or more RRCs ready to respond to high-priority debris piles as directed.

5. **Equipment & Labor** Use of heavy equipment operators and additional trained personnel. Equipment types include: front-end loaders, excavators. end dumps, grapple trucks, etc. Maintain fuel, maintenance, and support logistics for continuous operations, i.e., fuel truck.

6. **Traffic Control** Wherry Truck Lines, Inc. is responsible for providing traffic control as needed or directed. The Company will use signage, cones, flaggers, and barriers to ensure public and crew safety.

7. **Documentation & Reporting Load Tickets**: Issued and tracked for every load.

Daily Logs: Include equipment used, labor hours, zones worked, and quantities removed.

Photographic Records: Before-and-after photos for each work zone.

RRC Activity Logs: Document all rapid response actions and outcomes.

8. **Safety & Compliance** Mandatory PPE for all personnel. Daily safety briefings and hazard assessments. Compliance with FEMA, OSHA, EPA, and local environmental standards.

9. **Communication Plan** Real-time communication between field crews, supervisors, and the Debris Manager. Daily status updates and coordination meetings. Public information support as needed.

Operational Plan: **ROW C&D Debris Removal**

1. **Objective** To remove and transport eligible Construction and Demolition (C&D) debris and white goods from publicly maintained rights-of-way (ROW) to an approved Debris Management Site (DMS) or Final Disposal Site, in compliance with all applicable federal, state, and local regulations.

2. **Scope of Work** Removal of eligible C&D debris and white goods from ROW. Transportation to approved disposal or recycling facilities. Compliance with all environmental, safety, and operational standards.

3. **Activation & Coordination Trigger**: Activation upon direction from the Applicable Local Government Debris Manager.

Coordination: Receive debris zones and priority areas. Confirm disposal site locations and white goods handling protocols. Establish communication with the Debris Manager and Authorized Representatives.

4. **Operational Strategy** C&D Debris Removal Eligibility: Debris must be in close proximity to the street and accessible by equipment.

Load Ticket Protocol: Load tickets issued by the Authorized Representative before transport. No additional debris may be collected after ticket issuance.

Sequential Removal: All debris at a location must be removed before moving to the next, unless otherwise directed.

Private Property Access: Only with Right-of-Entry (ROE) authorization from the Applicable Local Government.

White Goods Handling Collection: White goods collected from ROW as directed.

Refrigerant Removal: Performed by certified technicians before mechanical loading. Manual loading permitted if refrigerants remain intact.
Decontamination: White goods containing food must be decontaminated before recycling.
Regulatory Compliance: Adherence to Florida Statutes §403.708(12) and all applicable recycling regulations.

5. **Equipment & Labor** Use of heavy equipment operators and additional trained personnel. Equipment types include: front-end loaders, excavators. end dumps, grapple trucks, trailers, and refrigerant recovery units. Maintain fuel, maintenance, and support logistics for continuous operations, i.e., fuel truck.

6. **Traffic Control** Vendor is responsible for providing traffic control as needed or directed. Use of signage, cones, flaggers, and barriers to ensure public and crew safety.

7. **Documentation & Reporting**

Load Tickets: Required for each load; tracked and submitted.
Scale Tickets: Original copies showing inbound and outbound weights must be submitted.
Daily Logs: Include equipment used, labor hours, zones worked, and quantities removed.
Photographic Records: Before-and-after photos for each work zone.
White Goods Logs: Document refrigerant removal, decontamination, and recycling.

8. **Safety & Compliance** Mandatory PPE for all personnel. Daily safety briefings and hazard assessments. Compliance with FEMA, OSHA, EPA, and local environmental standards.

9. **Rapid Response**

Capability Maintain Rapid Response Crews (RRCs) to address high-priority debris piles as directed by the Debris Manager.

Operational Plan: **Debris Removal from Public Parks and Other Facilities**

1. **Objective** To remove and transport eligible disaster-related vegetative and non-vegetative debris from public parks and other government-owned facilities to an approved Debris Management Site (DMS) or Final Disposal Site, in accordance with all applicable federal, state, and local regulations.

2. **Scope of Work** Removal of eligible debris (trees, vegetative, and non-vegetative) from: Public parks Recreational areas Government buildings and facilities Transportation to designated DMS or disposal sites.

3. **Activation & Authorization Trigger**: Work begins only upon approval and authorization from the Applicable Local Government. Coordination: Receive site-specific instructions from the Debris Manager. Confirm access points, staging areas, and disposal site assignments.

4. **Operational Strategy Site Assessment**: Conduct initial walkthroughs with the Debris Manager to identify debris types, volumes, and access constraints.

Crew Deployment: Assign specialized teams with appropriate equipment for vegetative and non-vegetative debris.
Debris Segregation: Separate vegetative debris from C&D materials and white goods for proper disposal or recycling.

Sequential Clearance: Complete debris removal at one site before moving to the next, unless otherwise directed.

5. **Equipment & Labor** Use of heavy equipment operators such as: loaders, excavators, end dump trucks, chainsaws, and grinders. Crews trained in safe handling of debris in public spaces, including around playgrounds, trails, and structures.

6. **Traffic & Public Safety Traffic Control**: Implement traffic and pedestrian control measures as needed. Public Access Management: Coordinate with local officials to restrict access to work zones for public safety.

7. **Documentation & Reporting**

Daily Logs: Record labor, equipment, debris volumes, and site-specific activities.
Photographic Documentation: Before-and-after photos of each park or facility.
Load Tickets: Issued and tracked for each load transported to a DMS or disposal site.

8. **Environmental & Regulatory Compliance** Adherence to FEMA, EPA, and local environmental standards. Proper handling and disposal of any hazardous or regulated materials encountered. Restoration of disturbed areas (e.g., turf, trails) as directed.

9. **Communication Plan** Daily coordination with the Debris Manager. Real-time updates on progress and issues. Support for public information efforts regarding park closures and cleanup timelines.

Operational Plan: **DMS Management, Operations, and Reduction Through Grinding**

1. **Objective** To establish, manage, and operate one or more Debris Management Sites (DMS) for the acceptance, segregation, staging, and reduction (via grinding) of eligible disaster-related debris, while ensuring full compliance with all applicable federal, state, and local regulations.

2. **Scope of Work** Full-service DMS operations including: Site layout and traffic flow planning Debris acceptance, segregation, and staging Grinding of vegetative debris (upon approval) Environmental protection and site remediation.

3. **Site Setup & Approval Site Layout Plan**: Submit ingress/egress and layout plan for approval by the Debris Manager.

Permitting: Assist in obtaining all required permits (EPA, FDEP, local).
Infrastructure: Establish stabilized roads, utilities (water, lighting, toilets), and traffic control systems.

4. **Operational Strategy Debris Segregation**: Separate debris by type (vegetative, C&D, white goods, hazardous waste). Separate by program (ROW, private property, etc.) and applicant.

Grinding Operations: Conduct grinding only after written approval from the Debris Manager. Maintain separate staging for reduced and un-reduced debris.
Hazardous Waste Handling: Provide qualified personnel and lined containers for segregation and containment. Coordinate with the Local Government for hazardous waste collection.

5. **Environmental & Safety Compliance Regulatory Adherence**: Operate in compliance with OSHA, EPA, FDEP, and local ordinances.

Dust & Erosion Control: Use BMPs such as water trucks, silt fencing, and erosion barriers.
Stormwater Management: Implement drainage and containment systems per regulations.
Fire Protection: Maintain fire breaks and provide water trucks equipped for fire suppression.
Hazardous Material Containment: Contain, collect, and dispose of fuel, oil, and chemicals per environmental laws.

6. **Site Maintenance & Utilities** Maintain all-weather access roads and interior routes. Provide and maintain water supply Lighting Portable toilets Traffic cones and flaggers

7. **Security & Access Control**

24/7 Security: Secure the site with fencing, lighting, and on-site personnel.
Access Restrictions: Only Wherry Truck Lines, Inc. vehicles and those authorized by the Local Government may enter.
Observation Towers: Provide towers for volumetric load calls by the Local Government.

8. **Documentation & Reporting**

Maintain detailed logs of: Debris volumes by type and source Grinding operations Environmental monitoring (e.g., groundwater/soil testing) Submit regular reports to the Debris Manager.

9. **Site Remediation Post-**

Operation Restoration: Return site to original or better condition. Restore grade, sod, and physical features. Remove all residual debris and mulch.
Environmental Verification: Conduct soil and groundwater testing. Remediation subject to approval by the Local Government and FDEP.

Operational Plan: **Haul-Out of Reduced Debris to an Approved Final Disposal Site**

1. **Objective** To safely and efficiently load and transport reduced eligible disaster-related debris (e.g., ash, compacted C&D, mulch) from the Applicable Local Government-approved Debris Management Site (DMS) to an authorized Final Disposal Site, in full compliance with federal, state, and local regulations.

2. **Scope of Work** Loading and transportation of reduced debris from DMS to approved disposal sites. Includes all labor, equipment, fuel, traffic control, and associated costs.

3. **Pre-Operation Requirements**

Disposal Site Identification: Wherry Truck lines shall submit the name, address, and contact information for each proposed disposal facility.
Approval Process: No disposal facility may be used without written consent from the Debris Manager.
Tipping Fees: Paid by the Applicable Local Government when possible; otherwise, fees must be reviewed and approved before authorization.

4. **Operational Strategy Loading Operations**: Load reduced debris (ash, mulch, compacted C&D) at DMS using appropriate equipment.

Transport Protocol: Transport directly to the approved disposal site without intermediate stops.
Load Verification: Each load must be documented with a load ticket and verified by an on-site inspector.

5. **Site Coordination**

Three-Party Agreement: Wherry Truck Lines shall initiate and manage a written agreement between: Disposal site owner/operator. The Local Government Agreement will allow placement of a government inspector at the site.
Disposal Site Towers: Wherry Truck Lines, Inc. shall provide sufficient towers for volumetric load calls. Additional towers must be operational within 48 hours if deemed necessary by the Debris Manager.

6. **Documentation & Reporting**

Load Tickets: Only valid for loads delivered to approved disposal sites. The Company understands that no payment will be made for unauthorized sites.
Disposal Summaries: Each disposal facility must issue a written summary of: Quantity Type Origin of waste delivered

7. **Compliance & Quality**

Control Regulatory Adherence: All operations shall comply with FEMA, EPA, FDEP, and local regulations.
Site Access Control: Only authorized vehicles and personnel may access disposal sites.
Performance Monitoring: The Debris Manager will monitor wait times and may require operational adjustments.

Operational Plan: **Removal of Hazardous Trees and Hanging Limbs**

1. **Objective** To safely identify, remove, and stage eligible hazardous trees and hanging limbs in the public right-of-way (ROW) following a disaster, in coordination with the Applicable Local Government and in compliance with all relevant safety and environmental regulations.

2. **Scope of Work** Removal of: Eligible hazardous trees (as identified by the Local Government or its Authorized Representative) Eligible hanging limbs Debris to be staged in the safest possible location on the ROW or loaded directly if staging is not feasible.

3. **Identification & Authorization**

Tree and Limb Identification: Only trees and limbs designated by the Applicable Local Government or its Authorized Representative will be removed.
Diameter Threshold: Trees less than 6 inches in diameter (measured 4.5 feet above ground) will be flush cut and left in the ROW for pickup by the Vegetative Debris Removal Vendor. No unit rate compensation for cutting leaning trees under 6 inches in diameter.

4. **Operational Strategy Crew Deployment**: Assign trained arborists and tree removal crews with appropriate equipment (e.g., bucket trucks, chainsaws, cranes).

Safety First: Conduct hazard assessments before cutting. Use traffic control and pedestrian safety measures.
Debris Handling: Place debris in the safest location on the ROW. If space is limited, load debris directly into transport vehicles.

5. **Equipment & Labor** Use of heavy equipment operators such as: loaders, excavators, end dump trucks, chainsaws. Crews trained in safe handling of debris Safety gear and signage

6. **Traffic Control** Wherry Truck Lines, Inc is responsible for: Providing cones, signage, and flaggers as needed. Coordinating with local authorities for road closures or detours if necessary.

7. **Documentation & Reporting**

Daily Logs: Record tree/limb locations, size, type, and removal method.
Photographic Evidence: Before-and-after photos for each removal site.
Coordination with Vegetative Debris Vendor: Ensure seamless transition of staged debris for pickup.

8. **Compliance & Safety** Adherence to OSHA, FEMA, and local safety standards. Use of PPE and fall protection. Environmental protection measures to avoid damage to surrounding vegetation or infrastructure.

Operational Plan: **Removal of Hazardous Stumps**

1. **Objective** To safely remove eligible hazardous stumps from public rights-of-way (ROW), parks, facilities, and authorized private properties, and to backfill resulting cavities in accordance with federal, state, and local regulations.

2. **Scope of Work** Removal of eligible hazardous stumps as identified by the Applicable Local Government or its Authorized Representative. Transportation of stump debris to an approved Debris Management Site (DMS) or Final Disposal Site. Backfilling of stump cavities within 24 hours of removal. Compensation per Attachment L – Unit Rate Price Schedule.

3. **Eligibility & Classification**

Eligible Stumps: Identified and marked by the Local Government or its representative. Must meet disaster-specific size and exposure criteria.
Ineligible Stumps: Less than 2 feet in diameter (measured 2 feet above ground) are treated as vegetative debris. Not attached to the ground or with less than 50% root ball exposed are flush cut and not removed.
Measurement & Conversion: Stump volume calculated using FEMA Stump Conversion Table.

4. **Operational Strategy**

Identification & Documentation: Location recorded with photos, maps, and descriptive notes. Diameter measured and recorded. Stumps marked with green paint (eligible) or red paint (ineligible). Complete Hazardous Stump Worksheet for each stump.
Extraction & Transport: Use appropriate equipment to extract stumps. Transport debris to approved disposal site.
Backfilling: Voids must be backfilled within 24 hours. If delayed, safety measures (e.g., barriers, signage) must be implemented.

5. **Equipment & Labor** Use of heavy equipment operators such as: loaders, excavators, end dump trucks, chainsaws. Crews trained in safe handling of debris. Safety gear and traffic control devices.

6. **Traffic & Public Safety** Implement traffic control as needed. Secure work zones to protect public health and safety during and after stump removal.

7. **Documentation & Reporting**

Stump Worksheet must include:

1. Names and signatures of parties present
2. Physical location
3. Stump number and size
4. Date of removal

Daily Logs: Record stump removals, backfilling status, and transport details.

Photographic Records: Before-and-after photos of each stump site.

8. **Compliance & Environmental Protection** Adhere to FEMA, OSHA, EPA, and local environmental regulations. Ensure proper disposal of stump debris. Prevent soil erosion and groundwater contamination during operations.

Other Debris Removal Work

Wherry Truck Lines, Inc. acknowledge that neither our team nor any subcontractors shall solicit private work within the designated project areas during the term of this agreement. We understand that the Applicable Local Government reserves the right to request the removal of any personnel or vehicles from the project. If a debris removal vehicle is dismissed, we will ensure its issued placard is promptly removed and destroyed.

F. The schedule and availability of the Proposer, to include response time.

Wherry Truck Lines, Inc. is committed to maintaining a high level of readiness and responsiveness in support of Hendry County's emergency management operations. The company will initiate contact with the Hendry County Emergency Management Director a minimum of forty-eight (48) hours prior to a forecasted hurricane event or immediately following any unanticipated debris-generating incident. Upon activation of the Disaster Debris Removal and Disposal contract and receipt of a written Notice to Proceed, Wherry Truck Lines, Inc. will deploy a management team to report to the Applicable Local Government Debris Manager within sixteen (16) hours to begin operational planning and mobilization. Full mobilization of personnel and equipment will commence within twenty-four (24) hours of notification, with complete operational readiness achieved within seventy-two (72) hours.

Sample Disaster Debris Response Schedule

Timeframe	Action
48 hours before forecasted event - minimum	Wherry Truck Lines, Inc. contacts Hendry County Emergency Management Director to confirm readiness.
Immediately after unanticipated event	Wherry Truck Lines, Inc. contacts Emergency Management Director upon learning of the incident.
Upon contract activation	Hendry County Emergency Management Director or designee notifies Vendor of intent to activate contract.
Notice to Proceed issued	Official written authorization to begin work is provided by the Applicable Local Government.
Within 16 hours of Notice to Proceed	Management team reports to Debris Manager to begin planning and coordination.
Within 24 hours of Notice to Proceed	Mobilization of personnel and equipment begins.
Within 72 hours of Notice to Proceed	Full operational setup is completed; debris removal and disposal services are underway.
Ongoing	Work is conducted in a systematic and predictable manner until completion. Regular updates and coordination with local officials continue.

TAB
3

Tab 3: References: Include the names of at least 3, but no more than 5, letters of references from current or past customers for whom the Proposer has performed Disaster Debris Removal Services or hauling of loads of goods or materials in an open bed trailer or truck bed (e.g., dirt, rock, agricultural commodities) within the past three years.

WASTE PRO
Caring For Our Communities

July 11, 2025

RE: Letter of Recommendation – Wherry Truck Lines

To Whom it May Concern,

I am writing to recommend Wherry Truck Lines.

Waste Pro of Florida, Inc. holds an agreement for Solid Waste Services with Lee County Florida. As part of that agreement, we can be utilized for storm debris cleanup. After the devastation caused by Hurricane Milton throughout Eastern Lee County in late 2024, we were asked to mobilize. Wherry Truck Lines acted as a Sub-Contractor for us and performed at an extremely high level. Their services, attention to detail, communication and record keeping were all outstanding. Not only do I highly recommend them, but I would also use them again without hesitation.

Please let me know if you have any questions.

Sincerely,

Billy R Jones DVP

Bill Jones
Division Vice President
Waste Pro of Florida
239-872-8371

Lee County
Southwest Florida

Board of County Commissioners

Kevin Ruane
District One

Cecil L Pendergrass
District Two

David Mulicka
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Dave Harner, II
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

July 11, 2025

Re: Letter of Recommendation: Wherry Truck Lines, Inc.

To Whom It May Concern:

This letter serves as a recommendation for Wherry Truck Lines, Inc., which has provided yard waste processing, grinding, and marketing services for Lee County, Florida since 2018. Wherry currently processes approximately 120,000 tons of yard waste annually for Lee County. Their team has consistently demonstrated professionalism, reliability, and a strong commitment to service. They maintain the resources—equipment, staffing, and infrastructure—needed to manage a large-scale yard waste operation efficiently and safely.

Throughout our partnership, Wherry Truck Lines has delivered dependable service, met deadlines, and adapted to operational demands without issue. Their attention to regulatory compliance, environmental standards, and the development of viable end markets has supported our department's goals and ensured program continuity, even under challenging conditions. Based on their performance with Lee County, I recommend Wherry Truck Lines, Inc. to be considered for your yard waste management debris needs.

Sincerely,

Timothy M. Lamontagne

Timothy Lamontagne, Operations Manager
Lee County Solid Waste Department

Resort
Community Development District

July 11, 2025

Hendry County Disaster Debris Removal and Disposal Services RFP 2025-22

Letter of Recommendation - Wherry Truck Lines

Lely Community Development District has continually done business with Wherry Truck Lines for over 17 years. We have an ongoing agreement to haul away our horticultural debris. They have been a very dependable vendor for the District over this time and have done an excellent job for us. Their communication and responsiveness set them apart and is the primary reason we continue to utilize them today.

One of the primary roles of the District is to oversee and maintain the landscaping along the Collier County Right of Way throughout Lely Resort. After Hurricane Irma, we contracted with Wherry to remove and dispose of the debris throughout the District. They were mobilized and onsite immediately to perform this task, which encompassed more than 1,300 trees and various other downed plantings. They delivered exactly what was promised and the District and our community was very impressed by their work.

Wherry brought in their own equipment to perform the task, which was important, as we experienced no delays or additional charges that others may incur for rental equipment.

They utilized a grapple tractor, containers and flatbeds, and the necessary labor to perform the task.

They also did a great job with documentation and paperwork, which is vital in working with FEMA.

In closing, I highly recommend Wherry Truck lines as a capable and effective disaster debris removal and disposal vendor.

Sincerely,

Kevin Carter

Director of Operations

Lely Community Development District

6815 Wildflower Way

Naples, Fl 34113

(239) 775-6502

WW COMPANIES, INC.
License CGC 1520064
1763 CR 720
Clewiston FL 33440
863/228-5564 *Cell* – *863/983-5564 Fax*
wwcompanies@yahoo.com

TO: Hendry County Board of Commissioners
P.O. Box 1760
LaBelle, FL 33975-1760

RE: Hurricane Clean-Up Bids

I would like to go on record to recommend your consideration of Wherry Truck Lines for the bid for Hendry County Clean-Up in the event of a hurricane in our area. I will be a sub-contractor for this company. My recommendation comes from working as a sub-contractor with this company after Hurricane Irma. They are very professional in every aspect of business. The sub-contractors were always paid in a very timely manner.

Greg Westberry

TAB
4

Tab 4

LITIGATION SYNOPSIS FOR WHERRY TRUCK LINES, INC.

As of July 2025, Wherry Truck Lines Inc. has maintained a clean legal record, with no reported litigation or legal proceedings filed against the company in the past three years. This reflects the company's continued commitment to compliance, operational integrity, and responsible business practices.

TAB
5

Tab 5: Pricing: Completed Attachment L - Unit Rate Price Schedule.

ATTACHMENT L

RFP No. 2025-22 **UNIT RATE PRICE SCHEDULE**

1. Right-of-Way Clearing and removing debris from the public right-of-way, streets and roads and Private Property Debris Removal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

ZONE 1 - CITY OF CLEWISTON

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ 10.00 per cubic yard for 0-5 miles, one-way haul

$ 11.00 per cubic yard for 5.1-10 miles, one-way haul

$ 12.00 per cubic yard for 10.1-15 miles, one way haul

$ 13.00 per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ 11.50 per cubic yard for 0-30 miles, one-way haul

$ 12.50 per cubic yard for 30.1-60 miles, one-way haul

$ 13.50 per cubic yard for 60.1-90 miles, one way haul

$ 14.50 per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24" diameter and up, but less than 36" diameter: $ 400.00 each

36" diameter and up, but less than 48" diameter: $ 450.00 each

48" diameter and up, but less than 72" diameter: $ 475.00 each

Equal to or greater than 72" diameter: $ 500.00 each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ 35.00 cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$ 38.00 per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24": $ 155.00 per tree

* 24 – 36": $ 255.00 per tree

* Greater than 36": $ 450.00 per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ 115.00 per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ 20.00 per linear foot

Ditch width 4.1 – 8.0 feet: $ 25.00 per linear foot

Ditch width 8.1 – 12.0 feet: $ 30.00 per linear foot

Ditch width 12.1 – 16.0 feet: $ 35.00 per linear foot

Ditch width 16.1 – 20.0 feet: $ 40.00 per linear foot

Ditch width 20.1 feet or greater: $ 45.00 per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $ 21.00 per cubic yard

1.A.7 Loading and hauling of white goods.

$ 75.00 per unit

Removal and proper disposal of Freon.

$ 55.00 per unit

ZONE 2 - CITY OF LABELLE

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ 7.25 per cubic yard for 0-5 miles, one-way haul

$ 7.50 per cubic yard for 5.1-10 miles, one-way haul

$ 7.75 per cubic yard for 10.1-15 miles, one way haul

$ 8.00 per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ 8.50 per cubic yard for 0-30 miles, one-way haul

$ 9.00 per cubic yard for 30.1-60 miles, one-way haul

$ 9.50 per cubic yard for 60.1-90 miles, one way haul

$ 10.00 per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24" diameter and up, but less than 36" diameter: $ 400.00 each

36" diameter and up, but less than 48" diameter: $ 450.00 each

48" diameter and up, but less than 72" diameter: $ 475.00 each

Equal to or greater than 72" diameter: $ 505.00 each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ 21.00 cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$ 30.00 per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24": $ 125.00 per tree

* 24 – 36": $ 165.00 per tree

* Greater than 36": $ 425.00 per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ 65.00 per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ 25.00 per linear foot

Ditch width 4.1 – 8.0 feet: $ 25.00 per linear foot

Ditch width 8.1 – 12.0 feet: $ 25.00 per linear foot

Ditch width 12.1 – 16.0 feet: $ 30.00 per linear foot

Ditch width 16.1 – 20.0 feet: $ 30.00 per linear foot

Ditch width 20.1 feet or greater: $ 30.00 per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $ 10.00 per cubic yard

1.A.7 Loading and hauling of white goods.

$ 75.00 per unit

Removal and proper disposal of Freon.

$ 35.00 per unit

ZONE 3 - EASTERN UNINCORPORATED HENDRY COUNTY

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ 7.50 per cubic yard for 0-5 miles, one-way haul

$ 7.50 per cubic yard for 5.1-10 miles, one-way haul

$ 7.75 per cubic yard for 10.1-15 miles, one way haul

$ 8.00 per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ 8.50 per cubic yard for 0-30 miles, one-way haul

$ 9.00 per cubic yard for 30.1-60 miles, one-way haul

$ 9.50 per cubic yard for 60.1-90 miles, one way haul

$ 10.00 per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24" diameter and up, but less than 36" diameter: $ 400.00 each

36" diameter and up, but less than 48" diameter: $ 450.00 each

48" diameter and up, but less than 72" diameter: $ 475.00 each

Equal to or greater than 72" diameter: $ 505.00 each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ 21.00 cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$ 30.00 per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24": $ 125.00 per tree

* 24 – 36": $ 165.00 per tree

* Greater than 36": $ 425.00 per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ 65.00 per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ 25.00 per linear foot

Ditch width 4.1 – 8.0 feet: $ 25.00 per linear foot

Ditch width 8.1 – 12.0 feet: $ 25.00 per linear foot

Ditch width 12.1 – 16.0 feet: $ 30.00 per linear foot

Ditch width 16.1 – 20.0 feet: $ 30.00 per linear foot

Ditch width 20.1 feet or greater: $ 30.00 per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $ 10.00 per cubic yard

1.A.7 Loading and hauling of white goods.

$ 75.00 per unit

Removal and proper disposal of Freon.

$ 35.00 per unit

ZONE 4 - WESTERN UNINCORPORATED HENDRY COUNTY

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ 7.25 per cubic yard for 0-5 miles, one-way haul

$ 7.50 per cubic yard for 5.1-10 miles, one-way haul

$ 7.75 per cubic yard for 10.1-15 miles, one way haul

$ 8.00 per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ 8.50 per cubic yard for 0-30 miles, one-way haul

$ 9.00 per cubic yard for 30.1-60 miles, one-way haul

$ 9.50 per cubic yard for 60.1-90 miles, one way haul

$ 10.00 per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24" diameter and up, but less than 36" diameter: $ 400.00 each

36" diameter and up, but less than 48" diameter: $ 450.00 each

48" diameter and up, but less than 72" diameter: $ 475.00 each

Equal to or greater than 72" diameter: $ 505.00 each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ 21.00 cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$ 30.00 per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24": $ 125.00 per tree

* 24 – 36": $ 165.00 per tree

* Greater than 36": $ 425.00 per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ 30.00 per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ 25.00 per linear foot

Ditch width 4.1 – 8.0 feet: $ 25.00 per linear foot

Ditch width 8.1 – 12.0 feet: $ 25.00 per linear foot

Ditch width 12.1 – 16.0 feet: $ 30.00 per linear foot

Ditch width 16.1 – 20.0 feet: $ 30.00 per linear foot

Ditch width 20.1 feet or greater: $ 30.00 per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $ 10.00 per cubic yard

1.A.7 Loading and hauling of white goods.

$ 75.00 per unit

Removal and proper disposal of Freon.

$ 35.00 per unit

2. Management and operation of DMS to accept, process, and reduce disaster related debris.

ZONE 1 - CITY OF CLEWISTON

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

$ 6.75 per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

$ 5.75 per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

$ 6.50 per cubic yard for 0-15 miles, one-way haul

$ 7.50 per cubic yard for 15.1-30 miles, one-way haul

$ 8.50 per cubic yard for 30.1-60 miles, one-way haul

ZONE 2 - CITY OF LABELLE

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

$ 3.00 per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

$ 3.00 per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

$ 5.00 per cubic yard for 0-15 miles, one-way haul

$ 6.00 per cubic yard for 15.1-30 miles, one-way haul

$ 7.00 per cubic yard for 30.1-60 miles, one-way haul

ZONE 3 - EASTERN UNINCORPORATED HENDRY COUNTY

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

$ 3.00 per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

$ 3.00 per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

$ 5.00 per cubic yard for 0-15 miles, one-way haul

$ 6.00 per cubic yard for 15.1-30 miles, one-way haul

$ 7.00 per cubic yard for 30.1-60 miles, one-way haul

ZONE 4 - WESTERN UNINCORPORATED HENDRY COUNTY

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

$ 3.00 per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

$ 3.00 per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

$ 5.00 per cubic yard for 0-15 miles, one-way haul

$ 6.00 per cubic yard for 15.1-30 miles, one-way haul

$ 7.00 per cubic yard for 30.1-60 miles, one-way haul

EMERGENCY ROAD CLEARANCE
ZONE 1 - CITY OF CLEWISTON

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ 100.00
Bucket Truck – 50 ft.	Hour	$ 150.00
Bucket Truck – 50 ft. to 75 ft.	Hour	$ 175.00
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ 350.00
Crane – Up to 15 ton	Hour	$ 175.00
Crane – 30-49 tons	Hour	$ 250.00
Crane – 50 ton or larger	Hour	$ 295.00
Crane – 100 ton	Hour	$ 475.00
Dozer – CAT D4	Hour	$ 135.00
Dozer – CAT D6	Hour	$ 155.00
Dozer – CAT D7	Hour	$ 175.00
Dozer – CAT D8	Hour	$ 250.00
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ 125.00
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ 200.00
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ 200.00
Dump Truck – 16-30 CY	Hour	$ 175.00
Dump Truck – 31-60 CY	Hour	$ 175.00
Dump Truck – 61-100 CY	Hour	$ 175.00
Dump Truck – Trailer 24-40 CY	Hour	$ 175.00
Dump Truck – Trailer 41-60 CY	Hour	$ 175.00
Dump Truck – Trailer 50-80 CY	Hour	$ 175.00
Equipment Transports	Hour	$ 175.00
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ 150.00
Excavator – CAT 320	Hour	$ 150.00
Excavator – CAT 325	Hour	$ 175.00
Excavator – CAT 330	Hour	$ 200.00
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ 200.00
Forklift – Extends Boom w/ Debris Grapple	Hour	$ 135.00
Fuel Truck (1000 gallon)	Hour	$ 150.00
Light Plant - Portable	Hour	$ 45.00

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ 125.00
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ 135.00
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ 135.00
Loader – Knuckle Boom – 216 Prentice	Hour	$ 200.00
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ 200.00
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ 200.00
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ 125.00
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ 125.00
Loader – Trackhoe 690 JD or equal	Hour	$ 150.00
Loader – Wheel, CAT 955	Hour	$ 150.00
Loader – Wheel, CAT 966	Hour	$ 175.00
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ 125.00
Motor Grader – CAT 125-140 HP	Hour	$ 150.00
Passenger Car	Hour	$ 45.00
Passenger Van	Hour	$ 55.00
Power Screen	Hour	$ 225.00
Stump Grinder / Vermeer 252	Hour	$ 165.00
Trackhoe – CAT 320	Hour	$ 150.00
Tractor – Box Blade	Hour	$ 125.00
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ 325.00
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ 550.00
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ 550.00
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ 550.00
Tub Grinder – 300-400	Hour	$ 550.00
Tub Grinder – Horz., Diamond Z or equal	Hour	$ 550.00

ZONE 2 - CITY OF LABELLE

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ 100.00
Bucket Truck – 50 ft.	Hour	$ 150.00
Bucket Truck – 50 ft. to 75 ft.	Hour	$ 175.00
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ 350.00
Crane – Up to 15 ton	Hour	$ 175.00
Crane – 30-49 tons	Hour	$ 250.00
Crane – 50 ton or larger	Hour	$ 295.00
Crane – 100 ton	Hour	$ 475.00
Dozer – CAT D4	Hour	$ 135.00
Dozer – CAT D6	Hour	$ 155.00
Dozer – CAT D7	Hour	$ 175.00
Dozer – CAT D8	Hour	$ 250.00
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ 125.00
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ 200.00
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ 200.00
Dump Truck – 16-30 CY	Hour	$ 175.00
Dump Truck – 31-60 CY	Hour	$ 175.00
Dump Truck – 61-100 CY	Hour	$ 175.00
Dump Truck – Trailer 24-40 CY	Hour	$ 175.00
Dump Truck – Trailer 41-60 CY	Hour	$ 175.00
Dump Truck – Trailer 50-80 CY	Hour	$ 175.00
Equipment Transports	Hour	$ 175.00
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ 150.00
Excavator – CAT 320	Hour	$ 150.00
Excavator – CAT 325	Hour	$ 175.00
Excavator – CAT 330	Hour	$ 200.00
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ 200.00
Forklift – Extends Boom w/ Debris Grapple	Hour	$ 135.00
Fuel Truck (1000 gallon)	Hour	$ 150.00
Light Plant - Portable	Hour	$ 45.00

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ 125.00
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ 135.00
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ 135.00
Loader – Knuckle Boom – 216 Prentice	Hour	$ 200.00
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ 200.00
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ 200.00
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ 125.00
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ 125.00
Loader – Trackhoe 690 JD or equal	Hour	$ 150.00
Loader – Wheel, CAT 955	Hour	$ 150.00
Loader – Wheel, CAT 966	Hour	$ 175.00
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ 125.00
Motor Grader – CAT 125-140 HP	Hour	$ 150.00
Passenger Car	Hour	$ 45.00
Passenger Van	Hour	$ 55.00
Power Screen	Hour	$ 225.00
Stump Grinder / Vermeer 252	Hour	$ 165.00
Trackhoe – CAT 320	Hour	$ 150.00
Tractor – Box Blade	Hour	$ 125.00
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ 325.00
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ 550.00
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ 550.00
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ 550.00
Tub Grinder – 300-400	Hour	$ 550.00
Tub Grinder – Horz., Diamond Z or equal	Hour	$ 550.00

ZONE 3 - EASTERN UNINCORPORATED HENDRY COUNTY

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ 100.00
Bucket Truck – 50 ft.	Hour	$ 150.0
Bucket Truck – 50 ft. to 75 ft.	Hour	$ 175.00
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ 350.00
Crane – Up to 15 ton	Hour	$ 175.00
Crane – 30-49 tons	Hour	$ 250.00
Crane – 50 ton or larger	Hour	$ 295.00
Crane – 100 ton	Hour	$ 475.00
Dozer – CAT D4	Hour	$ 135.00
Dozer – CAT D6	Hour	$ 155.00
Dozer – CAT D7	Hour	$ 175.00
Dozer – CAT D8	Hour	$ 250.00
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ 125.00
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ 200.00
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ 200.00
Dump Truck – 16-30 CY	Hour	$ 175.00
Dump Truck – 31-60 CY	Hour	$ 175.00
Dump Truck – 61-100 CY	Hour	$ 175.00
Dump Truck – Trailer 24-40 CY	Hour	$ 175.00
Dump Truck – Trailer 41-60 CY	Hour	$ 175.00
Dump Truck – Trailer 50-80 CY	Hour	$ 175.00
Equipment Transports	Hour	$ 175.00
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ 150.00
Excavator – CAT 320	Hour	$ 150.00
Excavator – CAT 325	Hour	$ 175.00
Excavator – CAT 330	Hour	$ 200.00
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ 200.00
Forklift – Extends Boom w/ Debris Grapple	Hour	$ 135.00
Fuel Truck (1000 gallon)	Hour	$ 150.00
Light Plant - Portable	Hour	$ 45.00

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ 125.00
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ 135.00
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ 135.00
Loader – Knuckle Boom – 216 Prentice	Hour	$ 200.00
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ 200.00
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ 200.00
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ 125.00
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ 125.00
Loader – Trackhoe 690 JD or equal	Hour	$ 150.00
Loader – Wheel, CAT 955	Hour	$ 150.00
Loader – Wheel, CAT 966	Hour	$ 175.00
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ 125.00
Motor Grader – CAT 125-140 HP	Hour	$ 150.00
Passenger Car	Hour	$ 45.00
Passenger Van	Hour	$ 55.00
Power Screen	Hour	$ 225.00
Stump Grinder / Vermeer 252	Hour	$ 165.00
Trackhoe – CAT 320	Hour	$ 150.00
Tractor – Box Blade	Hour	$ 125.00
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ 325.00
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ 550.00
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ 550.00
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ 550.00
Tub Grinder – 300-400	Hour	$ 550.00
Tub Grinder – Horz., Diamond Z or equal	Hour	$ 550.00

ZONE 4 - WESTERN UNINCORPOATED HENDRY COUNTY

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ 100.00
Bucket Truck – 50 ft.	Hour	$ 150.00
Bucket Truck – 50 ft. to 75 ft.	Hour	$ 175.00
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ 350.00
Crane – Up to 15 ton	Hour	$ 175.00
Crane – 30-49 tons	Hour	$ 250.00
Crane – 50 ton or larger	Hour	$ 295.00
Crane – 100 ton	Hour	$ 475.00
Dozer – CAT D4	Hour	$ 135.00
Dozer – CAT D6	Hour	$ 155.00
Dozer – CAT D7	Hour	$ 175.00
Dozer – CAT D8	Hour	$ 250.00
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ 125.00
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ 200.00
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ 200.00
Dump Truck – 16-30 CY	Hour	$ 175.00
Dump Truck – 31-60 CY	Hour	$ 175.00
Dump Truck – 61-100 CY	Hour	$ 175.00
Dump Truck – Trailer 24-40 CY	Hour	$ 175.00
Dump Truck – Trailer 41-60 CY	Hour	$ 175.00
Dump Truck – Trailer 50-80 CY	Hour	$ 175.00
Equipment Transports	Hour	$ 175.00
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ 150.00
Excavator – CAT 320	Hour	$ 150.00
Excavator – CAT 325	Hour	$ 175.00
Excavator – CAT 330	Hour	$ 200.00
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ 200.00
Forklift – Extends Boom w/ Debris Grapple	Hour	$ 135.00
Fuel Truck (1000 gallon)	Hour	$ 150.00
Light Plant - Portable	Hour	$ 45.00

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ 125.00
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ 135.00
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ 135.00
Loader – Knuckle Boom – 216 Prentice	Hour	$ 200.00
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ 200.00
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ 200.00
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ 125.00
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ 125.00
Loader – Trackhoe 690 JD or equal	Hour	$ 150.00
Loader – Wheel, CAT 955	Hour	$ 150.00
Loader – Wheel, CAT 966	Hour	$ 175.00
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ 125.00
Motor Grader – CAT 125-140 HP	Hour	$ 150.00
Passenger Car	Hour	$ 45.00
Passenger Van	Hour	$ 55.00
Power Screen	Hour	$ 225.00
Stump Grinder / Vermeer 252	Hour	$ 165.00
Trackhoe – CAT 320	Hour	$ 150.00
Tractor – Box Blade	Hour	$ 125.00
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ 325.00
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ 550.00
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ 550.00
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ 550.00
Tub Grinder – 300-400	Hour	$ 550.00
Tub Grinder – Horz., Diamond Z or equal	Hour	$ 550.00

Authorized Signature:_____

Date:_____

TAB
6

Tab 6: Forms:

Attachment 1 – Proposer's Affidavit;
Attachment 2 – Proposer's Qualification Questionnaire;
Attachment 3 – Completed Projects;
Attachment 4 – Current Projects;
Attachment A – No Lobbying Acknowledgement;
Attachment B – Anti-Collusion & No Gifts Affidavit;
Attachment C – Public Entity Crime Affidavit;
Attachment D – Conflict of Interest Disclosure Affidavit;
Attachment E – Immigration Law Affidavit;
Attachment F – Drug Free Workplace Affidavit;
Attachment G – Exceptions to Solicitation (if needed);
Attachment H – Affidavit Concerning Activities in Certain Countries;
Attachment I – Indemnification Contract Clause Acknowledgement;
Attachment J – Contract Provisions;
Attachment K – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;

ATTACHMENT 1

RFP No. 2025-22 **PROPOSER'S AFFIDAVIT**

I have carefully examined this solicitation, which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

Addendum # _____ Date: _____	Addendum # _____ Date: _____
Addendum # _____ Date: _____	Addendum # _____ Date: _____
Addendum # _____ Date: _____	Addendum # _____ Date: _____

I hereby propose to provide the services requested in the solicitation and, if awarded the project, to enter into a contract with the County. I agree that the terms and conditions of the solicitation shall take precedence over any conflicting terms and conditions submitted with my response and agree to abide by all conditions of the solicitation, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the County may not accept the response due to any exceptions.

I certify that all information contained in my response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

Wherry Truck Lines, Inc.
Name of Business

Authorized Signature

Kendell Wherry, President
Name & Title, Printed

P.O. Box 61008
Mailing Address

Fort Myers, FL 33906
City, State & Zip Code

239-768-1293
Telephone Number/Fax Number

kendell@wherrytrucklines.com
Email Address

State of Florida
County of Lee

This foregoing instrument was acknowledged before ~~me this~~ 11th day of July, 2025, by Kendell T Wherry, who is personally known to ~~me~~ or produced _____ as identification.

LORI A DUPRE
Notary Public - State of Florida
Commission # HH 532511
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

Signature of Notary Public – State of Florida

ATTACHMENT 2

RFP No. 2025-22 PROPOSER'S QUALIFICATION QUESTIONNAIRE

Contractor must be certified/licensed by the State of Florida prior to submitting the type of work required by this project.

SUBMITTED BY: Wherry Truck Lines, Inc.
Company

P.O. Box 61008
Street or PO Box

Fort Myers, FL 33906
City, State & Zip Code

239-768-1293 / 239-768-6552 / Kendell@Wherrytrucklines.com
Phone/Fax/Email

( ) Individual
( ) Partnership
(✓) Corporation
( ) Joint Venture

The undersigned guarantees the truth and accuracy of all statements and all answers to questions hereinafter made.

1. Person to Contact Kendell Wherry Title President

Telephone # 239-768-1293 Fax # 239-768-6552 Email Wherry Truck Lines, Inc.

2. How many years has your organization been in business as a licensed Contractor under your present name: 23 Years Year established : 1992

3. Under what other names has your organization operated? Green Waste Disposal, Inc.

4. List below the names, titles and addresses of officers, owners and partners:

Michelle Wherry, Secretary

5. Prepare a list as indicated on Attachment 3 – Completed Contracts (attached) of this type your organization has completed.

6. Prepare a list as indicated on Attachment 4 – Current Contracts (attached) of this type that your organization is currently engaged in.

Have you ever failed to complete any work awarded to you? No

When? _____

Where? _____

Why? _____

RFP No. 2025-22

ATTACHMENT 3
COMPLETED CONTRACTS

1. Project Title and Location: RFP No 2018-17 Disaster Debris Removal and Disposal Services for Hendry County, The City of Clewiston, and the City of Labelle

Your Contract Amount: _____

Contractor or Sub: Wherry Truck Lines, Inc.

Required Completion Date: Contracted 11/1/2018 for one (1) year, extended for to (2) additional one (1) year periods. Completed 10/31/2021.

Actual Completion Date: 10/31/2021

Owner's Contact's Name, Address & Phone Number: Hendry County Board of County Commissioners

P.O. Box 2340, Labelle, Florida 33975

(863) 612-4726

2. Project Title and Location: Lee County RFP B180204BAW Yard Waste Processing Grinding and Marketing

Your Contract Amount: $3,600,000.00 per year

Contractor or Sub: Wherry Truck Lines, Inc.

Required Completion Date: Contracted 10/24/2018 for one (1) year, renewed for three (3) additional one (1) year periods.

Actual Completion Date: 4/17/2023

Owner's Contact's Name, Address & Phone Number: Lee County Board of County Commissioners, Division of Procurement Management

1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901

(239) 553-8881

3. Project Title and Location: Lee County RFP B200128DWJ Contingency Solid Waste Transfer Hauling and Disposal.

Your Contract Amount: $2,000,000.00

Contractor or Sub: Wherry Truck Lines, Inc.

Required Completion Date: Contracted 6/2/2020 to 6/1/2023

Actual Completion Date: 2/20/2023 - Began new contract.

Owner's Contact's Name, Address & Phone Number: Lee County Board of County Commissioners, Division of Procurement Management

1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901

(239) 553-8881

ATTACHMENT 3
COMPLETED CONTRACTS
(Continued)

4. Project Title and Location: Charlotte County Request for Bid #2018000516 Transportation of Yard Waste/Municipal Solid Waste Annual

Your Contract Amount: $100,000.00 per year

Contractor or Sub: Wherry Truck Lines, Inc.

Required Completion Date: Contracted 10/1/2018 for one (1) year, renewed for two (2) additional one (1) year terms. Completed 9/30/2021

Actual Completion Date: Completed 9/30/2022

Owner's Contact's Name, Address & Phone Number: Charlotte County Government, Charlotte County Administration Center

18500 Murdock Circle, Port Charlotte, Florida 33948-1094

(941)743-1378

5. Project Title and Location: Charlotte County Request for Bid #2022000234 Transportation of Yard Waste/Municipal Solid Waste

Your Contract Amount: $100,000.00 per year

Contractor or Sub: Wherry Truck Lines, Inc.

Required Completion Date: Contrated 3/1/2022 for one (1) year, nenewed for two (2) additional one (1) year terms. Completed 3/31/2025

Actual Completion Date: 12/31/2024

Owner's Contact's Name, Address & Phone Number: Charlotte County Government, Charlotte County Administration Center

18500 Murdock Circle, Port Charlotte, Florida 33948-1094

(941)743-1378

RFP No. 2025-22

ATTACHMENT 4
CURRENT CONTRACTS

1. Project Title and Location: Lee County B230037MWB Solid Waste Transfer Hauling Services

Your Contract Amount: $2,220,650.00

Contractor or Sub: Wherry Truck Lines, Inc.

Required Completion Date: Contracted 2/21/2023 for a one (1) year period, renewals for three (3) years. Completion 2/21/2027

Actual Completion Date: N/A

Owner's Contact's Name, Address & Phone Number: Lee County Procurement Management Department

2115 Second Street 1st Floor, Fort Myers, Florida 33901

(239) 553-8881

2. Project Title and Location: Lee County RFP230021DWJ Yard Waste Grinding and Processing Services

Your Contract Amount: $3,900,000 per year

Contractor or Sub: Wherry Truck Lines, Inc.

Required Completion Date: Contracted 4/18/2023 for one (1) three year (3) period, renewals for three (3) additional one (1) year terms. Completion date 4/18/2029.

Actual Completion Date: N/A

Owner's Contact's Name, Address & Phone Number: Lee County Procurement Management Department

2115 Second Street 1st Floor, Fort Myers, Florida 33901

(239) 553-8881

3. Project Title and Location: Charlotte County Request for Bid #2024000615 Transportation of Yard Waste/Municipal Solid Waste

Your Contract Amount: $100,000.00 per year

Contractor or Sub: Wherry Truck Lines, Inc.

Required Completion Date: Contracted 1/1/2025 for one (1) one (1) year period, renewals for two (2) additional one (1) year terms. Completion date 12/31/2028.

Actual Completion Date: N/A

Owner's Contact's Name, Address & Phone Number: Charlotte County Government, Charlotte County Administration Center

18500 Murdock Circle, Port Charlotte, Florida 33948-1094

(941)743-1378

ATTACHMENT 4
CURRENT CONTRACTS
(Continued)

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub Wherry Truck Lines, Inc.

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

ATTACHMENT A

RFP No. 2025-22 **NO LOBBYING ACKNOWLEDGEMENT**

Kendell Wherry is the authorized representative of

Wherry Truck Lines, Inc.,

(Name of contractor, firm or individual)

vendor to the subject solicitation issued by Hendry County. The vendor and any of its agents agrees to abide by the Hendry County no lobbying restrictions in regard to this solicitation.

July 11, 2025

Date

Signature

ATTACHMENT B

RFP No. 2025-22 **ANTI-COLLUSION & NO GIFTS AFFIDAVIT**

STATE OF FLORIDA
COUNTY OF Lee

Kendell Wherry being first duly sworn, deposes and says that he/she is the authorized representative of Wherry Truck Lines, Inc. (name of respondent) and certifies as true the following statements.

Anti-collusion statement: The respondent has not divulged to, discussed, or compared his/her/its submission with other respondents and has not colluded with any other respondent or party to the solicitation whatsoever.

No gifts statement: The respondent understands that no rebates, gifts, gratuities or offers of employment are permitted with, prior to, or after the submission. Any such violation will result in rejection of the submission and removal from the procurement list(s).

Affiant

Sworn to (or affirmed) and subscribed before me this 11th day of July, 2025, by Kendell T Wherry.

(stamp)

LORI A DUPRE
Notary Public - State of Florida
Commission # HH 532511
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

Signature of Notary Public
State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT C

RFP No. 2025-22 **PUBLIC ENTITY CRIME AFFIDAVIT**

Public Entity Crime Affidavit: As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA

by: Kendell Wherry, President

(print individual's name and title)

for: Wherry Truck Lines, Inc.

(print name of entity submitting sworn statement) whose business address is:

5790 Country Lakes Drive, Fort Myers, FL 33905

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   A. A predecessor or successor of a person convicted of a public entity crime; or

   B. An entity under the control of any natural person who is active in the management of the

entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

   ☑ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Kendell T Wherry
Affiant

STATE OF FLORIDA
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me this 11th day of July, 2025, by Kendell T Wherry.

LORI A DUPRE
Notary Public - State of Florida
Commission # HH 532511
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

Signature of Notary Public

(stamp)

State of Florida

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

SEAL OR STAMP

ATTACHMENT D

RFP No. 2025-22 CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Lee

Kendell Wherry being first duly sworn, deposes and says that he/she is the authorized representative of Wherry Truck Lines, Inc.
_____ (Name of contractor, firm or individual)
and certifies as true the following statements:

For purposes of determining any possible conflict of interest, all respondents must disclose if any Hendry County Board of County Commissioners' employee(s), elected official(s), or any of its agents is also an owner (5% or greater interest), corporate officer, director, employee, agent, etc., of their business.

Indicate either "yes" (a county employee, elected official or agent is associated with your business) or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____ NO ✓

Name(s) Position(s)

_____

_____

_____

Affiant

Sworn to (or affirmed) and subscribed before me this 11th day of July, 2025, by Kendell T Wherry.

LORI A DUPRE
Notary Public - State of Florida
Commission # HH 532511
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

Signature of Notary Public

(stamp) State of Florida

ATTACHMENT E

RFP No. 2025-22 **IMMIGRATION LAW AFFIDAVIT**

Hendry County will not intentionally award county contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Hendry County may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Hendry County.

Kendell Wherry being first duly sworn, deposes and says that he/she is the authorized representative of Wherry Truck Lines, Inc.
(Name of contractor, firm or individual)
and certifies as true that this business is fully compliant with all applicable immigration laws, specifically relating to the INA and subsequent amendments.

STATE OF FLORIDA
COUNTY OF Lee

Affiant

Sworn to (or affirmed) and subscribed before me this 11th day of July, 2025, by Kendell T Wherry.

LORI A DUPRE
Notary Public - State of Florida
Commission # HH 532511
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

(stamp)

Signature of Notary Public

State of Florida

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT F

RFP No. 2025-22 **DRUG-FREE WORKPLACE AFFIDAVIT**

THE BELOW SIGNED respondent CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services associated with this project a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services associated with this project, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Karen Wherry

Affiant

STATE OF FLORIDA
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me this 11th day of July, 2025, by Kendell T Wherry.

LORI A DUPRE
Notary Public - State of Florida
Commission # HH 532511
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

Lori A Dupre

Signature of Notary Public

(stamp) State of Florida

Personally Known ✓ OR Produced Identification _____

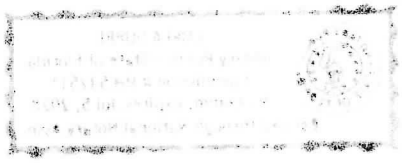
Type of Identification Produced _____

ATTACHMENT G

RFP No. 2025-22 **EXCEPTIONS TO SOLICITATION**

Each respondent may submit this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if respondent is unable to supply the specified item or chooses to provide the specified item in an alternative manner. The County shall be the sole judge of a proposed substitution equivalency.

Specification	Page	Item	Not Available/Explanation



ATTACHMENT H

RFP No. 2025-22 AFFIDAVIT CONCERNING BOYCOTTS OF ISRAEL

As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.135(5)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA

   by: Kendell Wherry

   (print individual's name and title)

   for: Wherry Truck Lines, Inc.

   (print name of entity submitting sworn statement)

   whose business address is: 5790 Country Lakes Drive, Fort Myers, FL 33905.

2. I understand that a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

3. I also understand that a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

4. Based on information and belief, the statement which I have marked below is true in relation to

the entity submitting this sworn statement. (Indicate which statement applies.)

☑ The entity **is not** participating in a boycott of Israel, **is not** on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and **does not** have business operations in Cuba or Syria.

☐ The entity **is** participating in a boycott of Israel, **is** on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it **has** business operations in Cuba or Syria.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this 11th day of July, 2025.

Personally known ✓ OR Type of Identification Produced: _____

_____

Notary Public – State of Florida_____

My Commission Expires: 07/05/2028

LORI A DUPRE
Notary Public - State of Florida
Commission # HH 532511
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

SEAL OR STAMP

ATTACHMENT I

RFP No. 2025-22 IDEMNIFICATION CONTRACT CLAUSE ACKNOWLEDGEMENT

The RESPONDENT/VENDOR shall fully indemnify, defend, and hold harmless the Florida Department of Agriculture and Consumer Services, herein referred to as the DEPARTMENT, from any suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellection property right, provided, however, the foregoing obligation shall not apply to the DEPARTMENT's misuse or modification of the VENDOR's products or DEPARTMENT's operation or use of the VENDOR's product in a manner not contemplated by the agreement. If any product is the subject of an infringement suit, or in the VENDOR's opinion is likely to become the subject of such a suit, the VENDOR at its sole expense shall procure for the DEPARTMENT the right to continue using the product or to modify it to become noninfringing. If the VENDOR is not reasonably able to modify or otherwise secure for the DEPARTMENT the right to continue using the product, the VENDOR shall remove the product and refund the DEPARTMENT the amounts paid in excess of a reasonable rental for past use. The DEPARTMENT shall not be liable for any royalties.

The VENDOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the VENDOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The VENDOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the WORK, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

July 11, 2025

Date

Signature

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This contract is part of a Federal Emergency Management Agency (FEMA) funding agreement and the following provisions apply:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

Kendell Wherry

Signature of Contractor's Authorized Official

Kendell Wherry President

Name and Title of Contractor's Authorized Official

July 11, 2025

Date

ATTACHMENT K

RFP No. 2025-22 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

(1) The prospective subcontractor, Kendell Wherry, Wherry Truck Lines, Inc., of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

Kendell Wherry
Signature

Kendell Wherry
Name and Title

5790 Country Lakes Drive
Street Address

Ft. Myers, FL 33905
City, State, Zip

July 11, 2025
Date

WHERTRU-01 SEMSCROBERTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # L077730 AssuredPartners of Florida, Monticello P.O. Box 569 Monticello, FL 32345	CONTACT NAME: Courtney Roberts PHONE (A/C, No, Ext): (800) 928-1264 FAX (A/C, No): (850) 997-8660 E-MAIL ADDRESS: courtney.roberts@assuredpartners.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : BITCO General Insurance Corporation — 20095
INSURED Wherry Truck Lines, Inc. dba Green Waste Disposal P.O. Box 61008 Ft. Myers, FL 33906	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		CLP-3-759-581	6/24/2025	6/24/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		CAP-3-759-582	6/24/2025	6/24/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		WC-3-751-763	1/1/2025	1/1/2026	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Officers Kendell Wherry and Michelle Wherry are Excluded from Workers Compensation.

Certificate holder is listed as Additional Insured with respect to General Liability as required by "written contract" and Business Auto as agreed by written "insured contract" subject to all the provisions and limitations of this policy.
30 day Notice of Cancellation is provided with exception of non-pay cancel at 10 days.

CERTIFICATE HOLDER

Hendry County
P.O. Box 1607
Labelle, FL 33975

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Board of County Commissioners
Agenda Request

Date of Meeting: September 22, 2025

Date Submitted: September 16, 2025

To: Honorable Chairman and Members of the Board

From: R. Shane Parker, P.E., Public Works Director

Location: Bids

Subject: RFP No. 2025-22 – Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle

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Statement of Issue:

The ranking of the selection committee for the responses received for the Request for Proposals (RFP) for disaster debris removal and disposal services for Hendry County needs approval.

Background:

On June 11, 2025, staff issued RFP No. 2025-22 for Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle. The RFP was advertised in the Lake Okeechobee News, on the Hendry County website, and on DemandStar.

Responses to the RFP were received on July 18, 2025, at 2:00 p.m. Eleven firms submitted a proposal, and they were Aftermath Disaster Recovery, Bergeron Emergency Services, Inc., Ceres Environmental Services, Inc., CTC Disaster Response, Inc., D&J Enterprises, Inc., DRC Emergency Services, LLC, Dynamic Group, LLC, Grubbs Emergency Services, LLC, Rapid Response Disaster Services, LLC, TFR Enterprises, Inc., and Wherry Truck Lines, Inc.

A selection (ranking) committee was comprised to evaluate the proposals received and to rank them according to the criteria stated in the RFP. The names of the committee members were also stated in the RFP that was issued. The ranking committee members were Bradley Musser, Florida Department of Transportation Permitting Coordinator, Shane Parker, Hendry County Public Works Director, Danny Williams, City of Clewiston Manager, Robert Pastula, Hendry County Director of Emergency Management, and Chief Brent Stevens, LaBelle Fire Department.

The ranking committee met on September 10, 2025, to discuss the proposals and to rank the proposals that were submitted. Danny Williams was unable to participate as he was preparing for the City of Clewiston's budget workshop that evening.

The RFP was divided into four zones. Zone 1 is the City of Clewiston, Zone 2 is the City of LaBelle, Zone 3 is Eastern Unincorporated Hendry County, and Zone 4 is Western Unincorporated Hendry County. The RFP was ranked by right-of-way clearing, debris removal including leaners, hangars, and stumps; management and operation of the debris management site (DMS); and emergency road clearing.

Each local government intends to award a primary, secondary, and tertiary contractor. The committee ranked the proposers on qualifications/ability (25 points), anticipated delivery of services (20 points), and price evaluation (55 points). Zone 1 will be awarded by the City of Clewiston and Zone 2 will be awarded by the City of LaBelle.

For the primary contractor, the selection committee recommends that the Board authorize a Contract with Wherry Truck Lines, Inc. for right-of-way clearing and debris removal including leaners, hangars, and stumps; management and operation of the DMS; and emergency road clearing in both Zones 3 and 4.

For the secondary contractor, the selection committee recommends CTC Disaster Response, Inc. for right-of-way clearing and debris removal including leaners, hangars, and stumps, and operation of the DMS in both Zones 3 and 4. For the secondary contractor, the selection committee recommends Ceres Environmental Services, Inc. for emergency road clearing in both Zones 3 and 4.

For the tertiary contractor, the selection committee recommends Ceres Environmental Services, Inc. for right-of-way clearing and debris removal including leaners, hangars, and stumps, and operation of the DMS in both Zones 3 and 4. For the tertiary contractor, the selection committee recommends CTC Disaster Response, Inc. for emergency road clearing in both Zones 3 and 4.

Analysis:

Wherry Truck Lines, Inc. has done business before in Hendry County. They were a sub-contractor to Ashbritt and was the County's primary point of contact for getting the County cleaned up after Hurricane Irma in 2017 and did an excellent job.

In 2018, the County issued RFP No. 2018-17 for Disaster Debris Removal and Disposal Services and Wherry Truck Lines, Inc. was awarded the primary contract for right-of-way clearing and debris removal including leaners, hangars, and stumps; management and operation of the DMS; and emergency road clearing in both Zones 3 and 4. The County was fortunate and did not need to active Wherry Truck Lines during their four year contract.

In 2021, the County issued RFP No. 2021-09 for Disaster Debris Removal and Disposal Services and Wherry Truck Lines did not submit a proposal. The primary contract for right-of-way clearing and debris removal including leaners, hangars, and stumps; management and operation of the DMS; and emergency road clearing in both Zones 3 and 4 was awarded to D&J Enterprises, Inc and they are the current vendor until October 31, 2025. D&J Enterprises responded during Hurricane Ian and did an excellent job, but

they submitted an incomplete proposal in response to RFP No. 2025-22 as they did not execute any of the required forms in their proposal.

Ceres Environmental Services, Inc. and CTC Disaster Response, Inc. have not done business with Hendry County in the past. However, they both have a lot of experience with disaster cleanup.

The contract with the firms would be for an initial term of one year, with three additional one-year terms at the sole option of the County.

Fiscal Impact:

The fiscal impact is unknown. The disaster relief fund will be paying for the services, if required.

Options:

Option 1: (a) Accept the selection committee's recommendation; and

(b) Authorize staff to prepare contracts with Wherry Truck Lines, Inc., Ceres Environmental Services, Inc., and CTC Disaster Response, Inc., subject to County Attorney approval; and

(c) Authorize the Chair, or in her absence the Vice-Chair, to execute the contracts, subject to County Attorney approval.

Option 2: Disapprove

Option 3: Board provides direction.

Recommendation:

Option 1:

Attachments:

Ranking sheets

Agenda Item Memorandum

TO: **City Commission of the City of Clewiston**

FROM: **Lynne Mila, Director of Operations**

VIA: **Danny Williams, City Manager**

DATE: **July 20, 2026**

SUBJECT: **Consideration of approval of Resolution 2026-37**

Background/History:

Resolution No. 2026-37 approves the ranking of the selection committee and authorizes the Mayor to execute a Contract for Debris Removal and Disposal Services and Emergency Road Clearing with CTC Disaster Response, Inc.

Responses for a Request for Proposal (RFP) for Disaster Debris Removal and Disposal Services were received by Hendry County on July 18, 2025. Eleven firms submitted proposals. The selection committee met on September 10, 2025, for the evaluations and ranking of the submittals. No presentations were given. The RFP was divided into four zones. The City of Clewiston is Zone #1. The selection committee recommends the Commission authorize a contract with the following for Zone #1:

A. **Wherry Truck - Primary Contractor** for right-of-way clearing and debris removal including leaners, hangars and stumps, management and operation of debris management site (DMS), and emergency road clearing.

B. **CTC Disaster Response, Inc - Secondary Contractor** for right-of-way clearing and debris removal including leaners, hangars and stumps, management and operation of debris management site (DMS) and emergency road clearing.

Financial Impact: Unknown

Attachments:

a. Resolution 2026-37
b. BOCC agenda report 9-22-25
c. Contract for Disaster Debris Removal and Disposal Services

Actions/Options/Recommendations:

Recommend approval of Resolution 2026-37

CITY OF CLEWISTON

RESOLUTION NO. 2026-37

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE RANKING OF THE SELECTION COMMITTEE AND AUTHORIZING THE CONTRACTS WITH CTC DISASTER REMOVAL, INC. FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES.

WHEREAS, Hendry County issued RFP No. 2025-22 for Disaster Debris Removal and Disposal Services for Hendry County, the City of LaBelle and the City of Clewiston; and

WHEREAS, responses were received by Hendry County on July 18, 2025; and

WHEREAS, the selection committee met on September 10, 2025, to discuss and rank proposals that were submitted; and

WHEREAS, it is now necessary for the Commission to approve the ranking of the selection committee with the selected companies for the City of Clewiston (Zone #1) and authorize the contracts with the selected companies.

WHEREAS, the city is authorized by law to enter into the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, THAT:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution.

SECTION 2. The ranking of the selection committee for the top two contractors is hereby approved.

SECTION 3. The Mayor is hereby authorized to execute the contracts with Wherry Truck Lines, Inc. for disaster debris removal and disposal services.

SECTION 4. This Resolution shall become effective immediately upon its passage and adoption.

Commissioner _____ offered the foregoing resolution. Commissioner _____ seconded the motion, and upon being put to a vote, the vote was as follows:

		Aye	Nay	Absent
JAMES PITTMAN, MAYOR		□	□	□
HILLARY HYSLOPE, VICE MAYOR	□	□	□	
BARBARA EDMONDS, COMMISSIONER		□	□	□
MALI GARDNER, COMMISSIONER	□	□	□	
JASON WILLIAMS, COMMISSIONER		□	□	□

PASSED AND APPROVED by the City Commission of the City of Clewiston this **20th** day of **July** 2026.

ATTEST: CITY OF CLEWISTON, FLORIDA

_____ _____
Fransheska Berrios, City Clerk James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Kaylee Tuck, City Attorney

CONTRACT FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES WITH PRIMARY CONTRACTOR FOR ZONE 1

This Contract is made this _____ day of July, 2026, by and between City of Clewiston, Florida, a political subdivision of the State of Florida, 115 W Ventura Avenue, Clewiston, FL 33440, hereinafter called "City", and CTC DISASTER RESPONSE, INC.., a foreign profit corporation, 4011 SW 29th St. #130 Topeka, KS 66614, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter set forth:

1. Project: Contractor shall commence and furnish disaster debris removal and disposal services in Zone 1 – City of Clewiston, as outlined in the Scope of Work, attached hereto as Exhibit "A", and Contractor's response, attached hereto as Exhibit "B", hereinafter referred to as the "Project". Contractor is the secondary contractor and shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the completion of the Project described herein, except to the extent that the City activates other contractors, in which event Contractor shall be responsible for furnishing all of the materials, supplied, tools, equipment, labor and other services necessary for the completion of the portion of the Project assigned to it.

2. Term: The term of this Contract shall be from August 1, 2026 through July 31, 2027. At the option of the City, exercised by the City Manager, this Contract may be extended for three (3) additional one (1) year periods for the same price.

3. Contract Price: Contractor agrees to perform all of the work described in the Contract Documents for the satisfactory completion of the contracted work as listed on the rate schedule Submitted by the Contractor included in Exhibit "B". The Contract price shall not be increased in the total amount stated herein without a written change order executed by the City, notwithstanding increased quantities or conditions which may be needed to perform Contractor's obligations hereunder, nor shall the Contractor be entitled to any additional time or payment for time required for the submission and consideration of any such change order request. This paragraph shall not apply to work or services provided when required to alleviate an emergency condition not caused by the Contractor's actions or omissions.

4. No General Obligation: The City is not obligated to pay hereunder any sum of money in excess of the amount budgeted therefor in the budget for the current fiscal year. In the event the Project extends beyond the City's current fiscal year, the City will not be obligated to pay hereunder unless sufficient funds are included in the adopted budget(s) for that (those) fiscal year(s). The City will undertake good faith efforts to include sufficient funds in the adopted budget(s) for that (those) fiscal years(s). In no event shall any obligation of the City under this Contract be or constitute a pledge of the ad valorem taxing power of the City within the meaning of the Constitution of the State of Florida or any other applicable laws. Neither the Contractor nor any other party shall ever have the right to compel the exercise of the ad valorem taxing power of the City in any form on any real or personal property to pay the City's obligations or undertakings hereunder.

5. Payment: Payments will be made by the City from invoices submitted monthly to the City Clerk’s Office, 115 W. Ventura Ave., Clewiston, Florida 33440. Upon submission of a proper invoice and confirmation of satisfactory completion of work, the City will process the invoice for payment.

6. Payment Not a Waiver or Acceptance: No payment to Contractor, nor any use of the Project by City, shall be interpreted or construed to constitute acceptance of any work not in strict compliance with the Contract, and Contractor expressly accepts the risk that defective work may not be detected (1) during any inspection by City, (2) prior to making of any payment to Contractor, or (3) before City's use of the Project.

7. Claims of Subcontractors: All work performed hereunder shall be accomplished in a manner that will result in no liens, claims or encumbrances being imposed on the City's property or suits brought against the City. Contractor shall ensure prompt payment of all subcontractors and materialmen utilized by Contractor on the Project. In the event any materialman or subcontractor of Contractor should file any lien on the property of the City or otherwise file a claim against the City, Contractor shall obtain the release and satisfaction of the lien or claim within ten (10) days of its filing. Contractor shall be liable for any consequential damages to the City resulting from the filing of any lien or claim.

8. Contract Documents: The term "Contract Documents" means and includes the following, which are hereby incorporated by reference and made a binding part of this Contract:

A. This Contract
B. Request for Proposals No. 2025-22 - Exhibit "A"
C. Contractor Proposal - Exhibit "B"

In the event of inconsistency or ambiguity between any of the Contract Documents, the documents shall control the others in the above order of priority.

9. Complete Agreement: This Contract constitutes the entire and exclusive agreement between City and Contractor with reference to the Project. This Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.

10. Assignment: This Contract may not be assigned except at the prior written consent of City, and if so assigned, shall extend and be binding upon the successors and assigns of Contractor.

11. Statutory Disclosures:

A. Public Entity Crime: As provided by Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public

entity crime applicable to that person or to an affiliate of that person. By its execution hereof, Contractor certifies that neither it nor an affiliate is on the convicted vendor list.

B. Activities in Certain Countries:

(1) Pursuant to Florida Statute 287.135(2), the City does not contract with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel. Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List and it is not participating in a boycott of Israel. The City may terminate this Contract if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(2) Pursuant to Florida Statute 287.135(2), the City does not contract with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or which is engaged in business operations in Cuba or Syria. Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. The City may terminate this Contract if the Contractor is found to have submitted a false certification as provided under Florida Statute 287.135(5), been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

The contracting prohibitions in the preceding paragraph become inoperative on the date that federal law ceases to authorize states to adopt and enforce such contracting prohibitions.

12. Federally Required Provisions:

A. Equal Employment Opportunity:

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24,

1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The Contractor will take the five affirmative steps described in 2 C.F.R. §200.321(b) with respect to contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

B. Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week.

C. Copeland "Anti-Kickback" Act: Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

D. Contract Work Hours and Safety Standards Act:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

(5) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

E. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act:

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the funding Federal agency and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act:

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the funding Federal agency and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. Suspension and Debarment:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. Byrd Anti-Lobbying Amendment: Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. Access to Records:

The following access to records requirements apply to this Contract:

(1) The Contractor agrees to provide the City, the funding Federal agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the funding Federal agency access to construction or other work sites pertaining to the work being completed under the Contract.

(4) Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed.

I. Procurement of Recovered Materials:

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. Domestic Preferences for Procurements:

(1) Contractor shall purchase, acquire or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(2) For purposes of this section:

(i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

K. Prohibition on Certain Telecommunications & Video Surveillance Services or Equipment:

Contractor shall not:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(i) Telecommunications or video surveillance services provided by such entities or using such equipment.

(ii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

L. DHS Symbols: The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

M. FEMA Assistance: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

N. Federal Government Not a Party: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. Administrative Remedies for False Claims and Statements: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. Subcontracting: The Contractor will take the five affirmative steps described in 2 C.F.R. §200.321(b) with respect to contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

13. Administration of Contract: The Director of Operations shall administer this Contract for the City. The City Manager may approve change orders or contract amendments involving no change to the contract price or costing less than $10,000. The City Commission must approve change orders or contract amendments costing $10,000 or more.

14. Notices: Any notices hereunder shall be provided by hand delivery, certified U.S. Mail (return receipt requested) or by a nationally-recognized delivery service (with proof of delivery) to the other Party in writing at the address specified in the opening paragraph hereof. Additionally, a corporate officer of Contractor or the on-site superintendent in charge of the Project are appropriate persons to receive notice on behalf of Contractor. All notices shall be effective upon receipt.

15. Binding Effect; Governing Law: The parties acknowledge that they have thoroughly read this Contract and have sought and received whatever legal advice as was necessary for them to form a full and complete understanding of all rights and obligations herein. The language of this Contract has been agreed to by both parties to express their mutual intent and no rules of strict construction shall be applied against either party hereto. This Contract shall be interpreted and governed according to the Laws of the State of Florida. Contractor submits to

the jurisdiction of Florida courts over it. Venue for all actions involving this Contract shall be in Hendry County.

16. Amendments: No amendment or variation from the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.

17. Indemnity: For and in consideration of receipt of $10.00 and other good and valuable consideration, which is included in the amount paid to Contractor in Section 3, Contractor shall indemnify and hold harmless City and all of its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the work.

18. Contractor to Repair Property Damage Caused by the Contractor: Contractor agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the City, any property damage arising out of, or caused by, the willful or negligent acts of the Contractor, or of its sub-contractors. The Contractor's obligation under this section does not apply to property damage caused by any other consultant or contractor engaged directly by the City. The City reserves the right, should the Contractor fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Contractor, or by the Contractor reimbursing the City for all such costs and expenses.

19. Insurance:

A. Commercial General Liability: Contractor shall have and maintain throughout the duration of the Contract Commercial General Liability (CGL) Insurance with limits of at least $1,000,000 each person/each occurrence. If such CGL insurance contains a general aggregate limit, the limit shall be at least $2,000,000. Products and completed operations aggregate shall be no less than $2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, personal injury and advertising injury. Contractor’s CGL insurance shall be primary with respect to City, and contribution may not be sought from any insurance held by the City.

B. Business Automobile Liability: Contractor shall have and maintain throughout the duration of the Contract Business Automobile Liability Insurance with limits of at least $1,000,000 each person/each accident for bodily injury and property damage liability arising out of any auto (including owned, hired and non-owned autos). Contractual liability coverage shall be provided. Contractor’s Business Automobile Liability insurance shall be primary with respect to City, and contribution may not be sought from any insurance held by the City.

C. Workers Compensation: Unless exempt, Contractor shall have and maintain throughout the duration of the Contract Worker's Compensation Insurance in accordance with State law and Employer's Liability coverage with a limit of at least $1,000,000 each accident, $500,000 each employee, and $500,000 policy limit for disease. In case any work is subcontracted, Contractor shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

D. Reserved.

E. Certificates of Insurance: All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. City of Clewiston must be named as an additional insured on all policies except Workers' Compensation. Contractor must provide valid certificates of insurance to the City for all policies. Contractor will be required to provide the City, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

20. Compliance with Labor Laws: Contractor shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws. Contractor shall not discriminate against any employee or any applicant for employment on the grounds of race, color, religion, gender, sexual orientation, gender identity, national origin, age, handicap or marital status. Contractor shall include this non-discrimination clause in all subcontracts for services under this Contract.

21. Public Records: All documents, including but not limited to, letters, memos, e-mails, computer files, photographs, drawings, tracings, plans, specifications, maps, evaluations, reports and other records and data of any type relating to the Project received, prepared or developed by Contractor under this Contract are public records subject to Florida Statutes Chapter 119 and shall not be destroyed.

Contractor shall:

(a) Keep and maintain public records required by the City to perform the service.
(b) Upon request from the City's custodian of public records, provide the City 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 in Florida Statutes Chapter 119 or as otherwise provided by law.
(c) Ensure that public 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 following completion of the contract if the Contractor does not transfer the records to the City.
(d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor 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 shall 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 completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT FRANSHESKA BERRIOS AT (863) 983-1484, FRANSHESKA.BERRIOS@CLEWISTON-FL.COM, OR 115 W. VENTURA AVE., CLEWISTON, FL 33440.

22. E-Verify:

(a) The City will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The City shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the INA.

(b) Contractor shall register with and use the U. S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the work authorization status of all newly hired employees during the term of the Contract.

(c) If the Contractor enters into a contract with a subcontractor, the Contractor shall include a clause requiring the subcontractor and its sub-subcontractors to register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the term of the Contract. Furthermore, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract.

(d) Violation by Contractor of the foregoing requirements shall be grounds for unilateral termination of this Contract by the City.

23. Relationship of the Parties; No Obligation to Third Parties: Contractor is an independent contractor of the City. Nothing in this Contract shall be deemed to contemplate either party as a partner, agent or representative of the other party, or to create the relationship of employer-employee. No party to this Contract shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties. The parties specifically intend that no third party have any rights hereunder.

24. Termination: This Contract may be terminated by the City for its convenience, effective upon receipt of written notice by Contractor or five (5) days after mailing by City, whichever occurs first. In the event of termination, Contractor shall be paid in full for items supplied to the day of such termination.

25. Default of Contract: If the Contractor fails to perform the Contract terms and conditions, fails to begin the work within the time specified, fails to perform the work with sufficient staff, equipment or materials to assure the prompt completion of the Contract, performs the work unsuitably, neglects or refuses to remove materials, refuses to perform work, fails to comply with Contract requirements, or if the Contractor's performance under the Contract becomes otherwise unsatisfactory in the opinion of the City, the City will give notice, in writing, to the Contractor stating the nature of the failure to perform and providing a time certain to correct the failure. If the Contractor, within the period of time described in the notice, shall not correct the conditions of which complaint is made the City may declare the Contractor in default and pursue all legal and equitable remedies available to the City, including but not limited to terminating the Contract and/or pursuing court action.

26. Nonaction on Failure to Observe Provisions of this Contract. The failure of the City or the Contractor to promptly insist upon strict performance of any term, covenant, condition or provision of this Contract or any exhibit or any other agreement contemplated hereby, shall not be deemed a waiver of any right or remedy that the City or the Contractor may have, and shall not be deemed a waiver of any subsequent default or nonperformance of such term, covenant, condition or provision.

27. Severability: In the event that any portion or portions of this Contract is held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portion(s) had not been included, unless to do so would cause this Contract to fail of its essential purposes.

28. Suspended or Debarred Vendors: The City does not award contracts to or consent to subcontracts with suspended or debarred vendors, unless the City Manager has determined that an emergency exists justifying such action and obtained approval from the Board. Such vendors are also excluded from conducting business with the City as agents, representatives, subcontractors or partners of other vendors. Furthermore, subsequent suspension or debarment may constitute grounds for termination of this Contract.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

CITY OF CLEWISTON CITY COMMISSION

BY: _____
CITY CLERK

BY: _____
MAYOR

APPROVED AS TO FORM

DATE: _____

BY: _____
CITY ATTORNEY'S OFFICE

ATTEST:

CONTRACTOR CTC DISASTER RESPONSE, INC

_____
(Witness) Kristen Crawford

BY: _____
(Authorized Signature)

Marc Watkins
Vice President of Operations
(Title)

_____
(Witness) Scott Huff

DATE: 07/17/2026

CORPORATE SEAL

CONTRACT FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES WITH SECONDARY AND TERTIARY CONTRACTOR FOR ZONES 3 AND 4

This Contract is made this 20th day of October, 2025, by and between Hendry County, a political subdivision of the State of Florida, P.O. Box 2340, LaBelle, Florida 33975, hereinafter called "County", and CTC Disaster Response, Inc., a foreign profit corporation, 4011 SW 29th St. #130 Topeka, KS 66614 , hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter set forth:

1. Project: Contractor shall commence and furnish disaster debris removal and disposal services in Zone #3 – Eastern Unincorporated Hendry County and Zone #4 – Western Unincorporated Hendry County, Florida, in a manner consistent with industry standards and applicable laws, codes and customs according to the terms, conditions, plans, specifications and other requirements set forth herein and as specified or indicated in RFP 2025-22, attached as Composite Exhibit "A", and Contractor's response, attached hereto as Exhibit "B", hereinafter referred to as the "Project". Contractor is the secondary contractor for the services described in Sections 2.3.2, 2.3.3, 2.3.4, 2.3.6, 2.3.7, 2.3.8, 2.3.9, and 2.3.10 and is the tertiary contractor for the services described in Section 2.3.1 and shall furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the completion of the Project described herein, except to the extent that the County activates other contractors, in which event Contractor shall be responsible for furnishing all of the materials, supplied, tools, equipment, labor and other services necessary for the completion of the portion of the Project assigned to it.

2. Term: The term of this Contract shall be from November 1, 2025 through October 31, 2026. At the option of the County, exercised by the County Administrator, this Contract may be extended for three (3) additional one (1) year periods for the same price.

3. Contract Price: Contractor agrees to perform all of the work described in the Contract Documents for the satisfactory completion of the contracted work as listed on the Rate Schedule submitted by the Contractor included in Exhibit "B". The Contract price shall not be increased in the total amount stated herein without a written change order executed by the County, notwithstanding increased quantities or conditions which may be needed to perform Contractor's obligations hereunder, nor shall the Contractor be entitled to any additional time or payment for time required for the submission and consideration of any such change order request. This paragraph shall not apply to work or services provided when required to alleviate an emergency condition not caused by the Contractor's actions or omissions.

4. No General Obligation: The County is not obligated to pay hereunder any sum of money in excess of the amount budgeted therefor in the budget for the current fiscal year. In the event the Project extends beyond the County's current fiscal year, the County will not be obligated to pay hereunder unless sufficient funds are included in the adopted budget(s) for that (those) fiscal year(s). The County will undertake good faith efforts to include sufficient funds in the adopted budget(s) for that (those) fiscal years(s). In no event shall any obligation of the County under this Contract be or constitute a pledge of the ad valorem taxing power of the County within the meaning

of the Constitution of the State of Florida or any other applicable laws. Neither the Contractor nor any other party shall ever have the right to compel the exercise of the ad valorem taxing power of the County in any form on any real or personal property to pay the County's obligations or undertakings hereunder.

5. Payment: Payments will be made by the County from invoices submitted monthly to the Hendry County Engineering Department, Post Office Box 1607, LaBelle, Florida 33975. Upon submission of a proper invoice and confirmation of satisfactory completion of work, the County will process the invoice for payment.

6. Payment Not a Waiver or Acceptance: No payment to Contractor, nor any use of the Project by County, shall be interpreted or construed to constitute acceptance of any work not in strict compliance with the Contract, and Contractor expressly accepts the risk that defective work may not be detected (1) during any inspection by County, (2) prior to making of any payment to Contractor, or (3) before County's use of the Project.

7. Claims of Subcontractors: All work performed hereunder shall be accomplished in a manner that will result in no liens, claims or encumbrances being imposed on the County's property or suits brought against the County. Contractor shall ensure prompt payment of all subcontractors and materialmen utilized by Contractor on the Project. In the event any materialman or subcontractor of Contractor should file any lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain the release and satisfaction of the lien or claim within ten (10) days of its filing. Contractor shall be liable for any consequential damages to the County resulting from the filing of any lien or claim.

8. Contract Documents: The term "Contract Documents" means and includes the following, which are hereby incorporated by reference and made a binding part of this Contract:

A. This Contract
B. Request for Proposals No. 2025-22 – Exhibit "A"
C. Contractor Proposal – Exhibit "B"

In the event of inconsistency or ambiguity between any of the Contract Documents, the documents shall control the others in the above order of priority.

9. Complete Agreement: This Contract constitutes the entire and exclusive agreement between County and Contractor with reference to the Project. This Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.

10. Assignment: This Contract may not be assigned except at the prior written consent of County, and if so assigned, shall extend and be binding upon the successors and assigns of Contractor.

11. Statutory Disclosures:

A. Public Entity Crime: As provided by Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. By its execution hereof, Contractor certifies that neither it nor an affiliate is on the convicted vendor list.

B. Activities in Certain Countries:

(1) Pursuant to Florida Statute 287.135(2), the County does not contract with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel. Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List and it is not participating in a boycott of Israel. The County may terminate this Contract if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(2) Pursuant to Florida Statute 287.135(2), the County does not contract with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or which is engaged in business operations in Cuba or Syria. Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. The County may terminate this Contract if the Contractor is found to have submitted a false certification as provided under Florida Statute 287.135(5), been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

The contracting prohibitions in the preceding paragraph become inoperative on the date that federal law ceases to authorize states to adopt and enforce such contracting prohibitions.

12. Federally Required Provisions:

A. Equal Employment Opportunity:

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and

orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The Contractor will take the five affirmative steps described in 2 C.F.R. §200.321(b) with respect to contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

B. Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week.

C. Copeland "Anti-Kickback" Act: Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

D. Contract Work Hours and Safety Standards Act:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

(5) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

E. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act:

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the funding Federal agency and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act:

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the funding Federal agency and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. Suspension and Debarment:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. Byrd Anti-Lobbying Amendment: Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. Access to Records:

The following access to records requirements apply to this Contract:

(1) The Contractor agrees to provide the County, the funding Federal agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the funding Federal agency access to construction or other work sites pertaining to the work being completed under the Contract.

(4) Contractor shall maintain all required records for three years after the County makes final payment and all other pending matters are closed.

I. Procurement of Recovered Materials:

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. Domestic Preferences for Procurements:

(1) Contractor shall purchase, acquire or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(2) For purposes of this section:

(i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

K. Prohibition on Certain Telecommunications & Video Surveillance Services or Equipment:

Contractor shall not:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

13. Administration of Contract: The Public Works Director shall administer this Contract for the County. The County Administrator may approve change orders or contract amendments involving no change to the contract price or costing less than $10,000. The Board of County Commissioners must approve change orders or contract amendments costing $10,000 or more.

14. Notices: Any notices hereunder shall be provided by hand delivery, certified U.S. Mail (return receipt requested) or by a nationally-recognized delivery service (with proof of delivery) to the other Party in writing at the address specified in the opening paragraph hereof. Additionally, a corporate officer of Contractor or the on-site superintendent in charge of the Project are appropriate persons to receive notice on behalf of Contractor. All notices shall be effective upon receipt.

15. Binding Effect; Governing Law: The parties acknowledge that they have thoroughly read this Contract and have sought and received whatever legal advice as was necessary for them to form a full and complete understanding of all rights and obligations herein. The language of this Contract has been agreed to by both parties to express their mutual intent and no rules of strict construction shall be applied against either party hereto. This Contract shall be interpreted and governed according to the Laws of the State of Florida. Contractor submits to the jurisdiction of Florida courts over it. Venue for all actions involving this Contract shall be in Hendry County.

16. Amendments: No amendment or variation from the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.

17. Indemnity: For and in consideration of receipt of $10.00 and other good and valuable consideration, which is included in the amount paid to Contractor in Section 3, Contractor shall indemnify and hold harmless County and all of its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the work.

18. Contractor to Repair Property Damage Caused by the Contractor: Contractor agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the County, any property damage arising out of, or caused by, the willful or negligent acts of the Contractor, or of its sub-contractors. The Contractor's obligation under this section does not apply to property damage caused by any other consultant or contractor engaged directly by the County. The County reserves the right, should the Contractor fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Contractor, or by the Contractor reimbursing the County for all such costs and expenses.

19. Insurance:

A. Commercial General Liability: Contractor shall have and maintain throughout the duration of the Contract Commercial General Liability (CGL) Insurance with limits of at least $1,000,000 each person/each occurrence. If such CGL insurance contains a general aggregate limit, the limit shall be at least $2,000,000. Products and completed operations aggregate shall be no less than $2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, personal injury and advertising injury. Contractor's CGL insurance shall be primary with respect to County, and contribution may not be sought from any insurance held by the County.

B. Business Automobile Liability: Contractor shall have and maintain throughout the duration of the Contract Business Automobile Liability Insurance with limits of at least $1,000,000 each person/each accident for bodily injury and property damage liability arising out of any auto (including owned, hired and non-owned autos). Contractual liability coverage shall be provided. Contractor's Business Automobile Liability insurance shall be primary with respect to County, and contribution may not be sought from any insurance held by the County.

C. Workers Compensation: Unless exempt, Contractor shall have and maintain throughout the duration of the Contract Worker's Compensation Insurance in accordance with State law and Employer's Liability coverage with a limit of at least $1,000,000 each accident, $500,000 each employee, and $500,000 policy limit for disease. In case any work is subcontracted, Contractor shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

D. Reserved.

E. Certificates of Insurance: All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. Hendry County must be named as an additional insured on all policies except Workers' Compensation. Contractor must provide

valid certificates of insurance to the County for all policies. Contractor will be required to provide the County, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

20. Compliance with Labor Laws: Contractor shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws. Contractor shall not discriminate against any employee or any applicant for employment on the grounds of race, color, religion, gender, sexual orientation, gender identity, national origin, age, handicap or marital status. Contractor shall include this non-discrimination clause in all subcontracts for services under this Contract.

21. Public Records: All documents, including but not limited to, letters, memos, e-mails, computer files, photographs, drawings, tracings, plans, specifications, maps, evaluations, reports and other records and data of any type relating to the Project received, prepared or developed by Contractor under this Contract are public records subject to Florida Statutes Chapter 119 and shall not be destroyed.

Contractor shall:

(a) Keep and maintain public records required by the County to perform the service.
(b) Upon request from the County's custodian of public records, provide the County 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 in Florida Statutes Chapter 119 or as otherwise provided by law.
(c) Ensure that public 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 following completion of the contract if the Contractor does not transfer the records to the County.
(d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall 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 completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT SHANE PARKER AT

(863) 675-5222, SPARKER@HENDRYFLA.NET, OR P.O. BOX 2340, LABELLE, FL 33975.

22. E-Verify:

(a) The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the INA.

(b) Contractor shall register with and use the U. S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the work authorization status of all newly hired employees during the term of the Contract.

(c) If the Contractor enters into a contract with a subcontractor, the Contractor shall include a clause requiring the subcontractor and its sub-subcontractors to register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the term of the Contract. Furthermore, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract.

(d) Violation by Contractor of the foregoing requirements shall be grounds for unilateral termination of this Contract by the County.

23. Relationship of the Parties; No Obligation to Third Parties: Contractor is an independent contractor of the County. Nothing in this Contract shall be deemed to contemplate either party as a partner, agent or representative of the other party, or to create the relationship of employer-employee. No party to this Contract shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties. The parties specifically intend that no third party have any rights hereunder.

24. Termination: This Contract may be terminated by the County for its convenience, effective upon receipt of written notice by Contractor or five (5) days after mailing by County, whichever occurs first. In the event of termination, Contractor shall be paid in full for items supplied to the day of such termination.

25. Default of Contract: If the Contractor fails to perform the Contract terms and conditions, fails to begin the work within the time specified, fails to perform the work with sufficient staff, equipment or materials to assure the prompt completion of the Contract, performs the work unsuitably, neglects or refuses to remove materials, refuses to perform work, fails to comply with Contract requirements, or if the Contractor's performance under the Contract becomes otherwise unsatisfactory in the opinion of the County, the County will give notice, in writing, to the Contractor stating the nature of the failure to perform and providing a time certain to correct the failure. If the Contractor, within the period of time described in the notice, shall not correct the

conditions of which complaint is made the County may declare the Contractor in default and pursue all legal and equitable remedies available to the County, including but not limited to terminating the Contract and/or pursuing court action.

26. Nonaction on Failure to Observe Provisions of this Contract. The failure of the County or the Contractor to promptly insist upon strict performance of any term, covenant, condition or provision of this Contract or any exhibit or any other agreement contemplated hereby, shall not be deemed a waiver of any right or remedy that the County or the Contractor may have, and shall not be deemed a waiver of any subsequent default or nonperformance of such term, covenant, condition or provision.

27. Severability: In the event that any portion or portions of this Contract is held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portion(s) had not been included, unless to do so would cause this Contract to fail of its essential purposes.

28. Suspended or Debarred Vendors: The County does not award contracts to or consent to subcontracts with suspended or debarred vendors, unless the County Administrator has determined that an emergency exists justifying such action and obtained approval from the Board. Such vendors are also excluded from conducting business with the County as agents, representatives, subcontractors or partners of other vendors. Furthermore, subsequent suspension or debarment may constitute grounds for termination of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in two originals effective on the date first above written.

ATTEST:

Kimberley Barrineau, Clerk

HENDRY COUNTY

By: _____

Mitchell Wills, Vice Chair, County Commission

CTC DISASTER RESPONSE, INC.

_____

Greg Gathers, President/CEO

EXHIBIT "A"

REQUEST FOR PROPOSALS FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES FOR HENDRY COUNTY, THE CITY OF CLEWISTON, AND THE CITY OF LABELLE

RFP No. 2025-22

OPENING DATE AND TIME: JULY 18, 2025 AT 2:00 P.M.

Prepared by: Hendry County Engineering Department
Dated: June 4, 2025

HENDRY COUNTY
BOARD OF COUNTY COMMISSIONERS
LABELLE, FL 33935

RFP No. 2025-22

EMMA J. BYRD, CHAIRPERSON
EMORY "ROWDY" HOWARD
MITCHELL WILLS
RAMON IGLESIAS
MICHAEL ATKINSON

JENNIFER DAVIS, COUNTY ADMINISTRATOR
MATT RAULERSON, COUNTY ATTORNEY

REQUEST FOR PROPOSALS FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES FOR HENDRY COUNTY, THE CITY OF CLEWISTON, AND THE CITY OF LABELLE

RFP No. 2025-22

OPENING DATE AND TIME: JULY 18, 2025 AT 2:00 P.M.

The Hendry County Board of County Commissioners, the City of Clewiston, and the City of LaBelle are seeking proposals to obtain the services of qualified firms to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property, public rights-of-way, and private roadways in unincorporated Hendry County, the City of Clewiston, and the City of LaBelle in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes. The Vendor must handle debris management activities in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the local governments' needs. The Vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other Federal Agencies, and other State relief program regulations regarding eligibility. Contracts must meet rules for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 in order to be eligible for reimbursement under the Public Assistance Program. All submittals (see Section VI, Submission Requirements) received in response to this RFP will be reviewed by a County Evaluation Committee. In order to be considered, submittals must be received by the Board of County Commissioners at the C. E. Hall Building (Clerk's Office) in the Hendry County Courthouse Complex, 25 E. Hickpochee Avenue, LaBelle, Florida by **July 18, 2025 at 2:00 P.M.**, at which time all responses to this request will be recorded in the presence of one or more witnesses.

A copy of the Instructions and RFP Documents can be obtained online at www.hendryfla.net under the Public Information tab or by calling (863) 675-5222.

The solicitation does not commit Hendry County, the City of Clewiston, or the City of LaBelle to award any contracts, to pay any costs incurred in the preparation of a response to this solicitation, or to contract for any services. The County retains the right to cancel this solicitation or reject any or all responses for any reason set forth in Hendry County Code Section 1-2-185(c)(3)a and may choose to re-procure at the discretion of the Board of County Commissioners.

Hendry County, the City of Clewiston, and the City of LaBelle are Equal Opportunity Providers and Employers.

Si necesita la assistencia de un interprete que hable espanol para participar un esta reunion, por favor pongase en contacto con Jorge Hernandez al (863) 612-4726.

SECTION I

GENERAL INFORMATION

All responses which comply with the requirements of this procurement will be considered.

Submittals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the response.

One (1) clearly identified original and five (5) copies (six (6) total) of your submittal are required along with an electronic version of the submittal on a jump/thumb drive. At least one (1) submittal must have an original signature. If only one original signature is submitted, please mark on the outside of the submittal which one is the original.

Submittals will be received by the Clerk's Office until **2:00 P.M.** on **July 18, 2025.**

Submittals are to be mailed to:

Clerk of Circuit Court,
Attn: Kimberley Barrineau, Clerk of Circuit Court
Hendry County Administration Building
PO Box 1760
LaBelle, Florida 33975

Or hand-delivered and/or Express Mailed to:

Hendry County Complex,
Clerk of Circuit Court
Attn: Kimberley Barrineau, Clerk of Circuit Court
C. E. Hall Bldg., Administration Wing, 2nd Floor, Room A-226,
25 E. Hickpochee Avenue
LaBelle, Florida 33935

The submitting respondent is required to have printed on the outer sealed envelope or wrapping containing its submission, the procurement number, title, opening date and time, and its company name and address. Facsimile submissions will not be accepted.

Submittals received after the date and time specified above shall be returned to the sender unopened and will not be considered.

All Submittals shall remain in effect for a period of one hundred fifty (150) days after submittal deadline.

Respondents shall be fully acquainted with the conditions relating to the execution of work required in this procurement. Failure of the respondent to become acquainted with existing conditions and the scope of services will in no way relieve the respondent of any obligation with respect to its submittal.

SECTION II

PURPOSE AND SCOPE OF SERVICES

Purpose: The Hendry County Board of County Commissioners, the City of Clewiston, and the City of LaBelle are seeking proposals to obtain the services of qualified firms to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property, public rights-of-way, and private roadways in unincorporated Hendry County, the City of Clewiston, and the City of LaBelle in response to emergency events such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes.

The Vendor must handle debris management activities in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the local governments' needs. The Vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other Federal Agencies, and other State relief program regulations regarding eligibility. Contracts must meet rules for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 in order to be eligible for reimbursement under the Public Assistance Program.

TERMS AND DEFINITIONS

a. **Applicable Local Government –** Hendry County, the City of Clewiston, or the City of LaBelle, whichever entity requests the particular services.

b. **Approved Final Disposal Site –** A final disposal location approved in writing by the Applicable Local Government and the Florida Department of Environmental Protection.

c. **Authorized Representative –** Applicable Local Government employees and/or contracted individuals designated by the Applicable Local Government Debris Manager

d. **Chipping or Mulching** – The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.

e. **City of Clewiston** – City of Clewiston, Florida, a Florida municipal corporation.

f. **City of LaBelle** – City of LaBelle, Florida, a Florida municipal corporation.

g. **Construction and Demolition Debris (C&D)** – Construction and demolition debris includes components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. Current eligibility criteria includes:

- Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

h. **Debris** – Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: Vegetative Debris, Construction and Demolition Debris, and personal property.

i. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site.

j. **Debris Manager** – The person designated by the Applicable Local Government to lead the debris removal process and provide general oversight for all phases of debris removal operations within the Applicable Local Government.

k. **Debris Monitoring** – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

l. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

m. **Demobilization** – Following the completion of services provided under the resulting contract, the Vendor will remove all equipment, supplies and other associated materials involved in the services provided to the Applicable Local Government. The Vendor will leave all sites utilized clean and restored to the original state as approved by the Applicable Local Government and verified through soil and groundwater samples, if required.

n. **Designated Area** – Generally bounded by Hendry County line, including the City of Clewiston and the City of LaBelle, and includes public property, rights-of-way and

easements that were directly affected by a debris-generating event. If approved by the Applicable Local Government, it can include private rights-of-ways and easements.

o. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to along with its numerical identification.

p. **Easement** - The portions of land over which facilities such as roads, streets, railroads or power lines are built or upon which the Applicable Local Government holds a right of access. It includes land on both sides of the facility up to the easement line.

q. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the Applicable Local Government to the Vendor) of the FEMA Public Assistance Program and Policy Guide (FP 104-009-2) and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the FEMA during the course of a debris removal project.

r. **Emergency Debris Clearance** - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads).

s. **FEMA Public Assistance Program and Policy Guide** – Public Assistance Program and Policy Guide version 4 FP 104-009-2 issued June 1, 2020.

t. **Field Inspector** – Monitor as defined herein.

u. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

v. **Hanging Limb** – A hanging limb is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hanging limbs according to FEMA Public Assistance Program and Policy Guide are that the limb must be two inches or larger in diameter and the limb must threaten a public-use area.

w. **Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous stumps according to FEMA Public Assistance Program and Policy Guide are:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is 2 feet or larger in diameter when measured 2 feet above the ground.
- The stump is located on a public right-of-way, public easement or on public property.
- The stump poses an immediate threat to public health and safety.

x. **Hazardous Tree** - A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured four and one-half (4 ½) feet above ground level. The current eligibility requirements for leaning trees according to FEMA Public Assistance Program and Policy Guide include:

- Has a split trunk;
- Has a broken canopy; or
- Is leaning at an angle greater than 30 degrees.

y. **Hazardous Waste** – A solid waste is a hazardous waste if it is listed in Title 40 of the Electronic Code of Federal Regulations (CFR) Part §261.30, unless it has been excluded from this list under §260.20 and §260.22. The Administrator will indicate his basis for listing the classes or types of wastes listed in this subpart by employing one or more of the following Hazard Codes:

- Ignitable Waste
- Corrosive Waste
- Reactive Waste
- Toxicity Characteristic Waste
- Acute Hazardous Waste
- Toxic Waste

Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA) and contains properties that make it potentially harmful to human health or the environment.

z. **Hendry County** – Hendry County, a political subdivision of the State of Florida.

aa. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage.

bb. **Monitor –** Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the Applicable Local Government's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector".

cc. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

dd. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

ee. **Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Vendor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

ff. **Right-of-Way** – The portions of land over which facilities such as highways, roads, streets, railroads or power lines are built or upon which the Applicable Local Government holds an easement. It includes land on both sides of the facility up to the private property line.

gg. **Vegetative Debris** – Vegetative debris includes whole trees, stumps, trunks, branches, limbs, and other leafy material. Current eligibility criteria include:

- Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

hh. **White Goods** – White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. The eligibility criteria for white goods are as follows:

- White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the major disaster event.

2.0. SCOPE OF SERVICES

Hendry County, the City of Clewiston, and the City of LaBelle are seeking proposals for the following services:

1. Debris removal from the city limits of the City of Clewiston
2. Stump removal within the city limits of the City of Clewiston
3. Leaner and hanger removal within the city limits of the City of Clewiston
4. Debris management site operation within the City of Clewiston
5. Debris removal from the city limits of the City of LaBelle
6. Stump removal within the city limits of the City of LaBelle
7. Leaner and hanger removal within the city limits of the City of LaBelle
8. Debris management site operation within the City of LaBelle
9. Debris removal within eastern unincorporated Hendry County (map showing the dividing line included as Exhibit "B")
10. Stump removal within eastern unincorporated Hendry County
11. Leaner and hanger removal within eastern unincorporated Hendry County
12. Debris management site operation within eastern unincorporated Hendry County.
13. Debris removal within western unincorporated Hendry County (map showing the dividing line included as Exhibit "B")
14. Stump removal within western unincorporated Hendry County
15. Leaner and hanger removal within western unincorporated Hendry County
16. Debris management site operation within western unincorporated Hendry County.

All of the services are described in detail below. Vendors will be required to fulfill the below specifications for all services.

2.1. The awarded contractor shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations **and to cover the expenses of a major recovery prior to being paid by the Applicable Local Government**. Established management teams must be in place. The Vendor(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster.

2.2. **The awarded contractor shall be knowledgeable of, and comply with, all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NRCS, and any other applicable federal, state, and local agencies at the time of the debris-generating event.**

2.3. Under this RFP, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the Applicable Local Government's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by Hendry County for the Vendor) by the FEMA Public Assistance

Program and Policy Guide and all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the Applicable Local Government Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services Sections 2.3.1 through 2.3.10 below. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled or dumped under a contract unless written instructions are given to the Vendor by the Applicable Local Government Debris Manager. It shall be the Vendor's responsibility, as applicable, to load, transport, reduce or properly dispose of any and all disaster generated debris which is the result of the event under which the Vendor was issued Notice to Proceed, unless otherwise directed by the Applicable Local Government Debris Manager in writing.

Scope of services under a contract may include services for the following activities, but will not be limited to:

2.3.1 Emergency Road Clearance

At the request of the Applicable Local Government, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from the Applicable Local Government roadways, to make them passable immediately following a declared disaster event. All roadways designated by the Applicable Local Government Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of Notice to Proceed from the Applicable Local Government to conduct emergency roadway clearance work. The Applicable Local Government may choose to extend the Vendor's seventy (70) hour limit through a written request. Clearance of these roadways will be performed as identified by the Applicable Local Government Debris Manager. The Vendor shall assist the Applicable Local Government and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Attachment L – Unit Rate Price Schedule.

2.3.2 ROW Vegetative Debris Removal

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on publicly-maintained ROW to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible vegetative debris will be performed as identified by the Applicable Local Government Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the Applicable Local Government's Authorized Representative, the debris removal vehicle will proceed immediately to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the Applicable Local Government Debris Manager.

e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the Applicable Local Government Debris Manager. The Applicable Local Government Debris Manager will provide specific Right-of-Entry (ROE) legal and operational procedures.

f. The Vendor must provide traffic control as conditions require or as directed by the Applicable Local Government Debris Manager.

g. Vendor(s) shall be required to provide the Applicable Local Government with access to one or more Rapid Response Crews (RRC) as directed by the Applicable Local Government. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the Applicable Local Government Debris Manager or the Applicable Local Government's Authorized Representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the Applicable Local Government deems a priority for overall recovery.

2.3.3 ROW C&D Debris Removal

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on publicly-maintained ROW to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible C&D debris will be performed as identified by the Applicable Local Government Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the Applicable Local Government's Authorized Representative, the debris removal vehicle will proceed immediately to the Applicable Local Government Approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the Applicable Local Government or its Authorized Representative.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the Applicable Local Government or its Authorized Representative. The Applicable Local Government will provide specific ROE legal and operational procedures.

f. The Vendor must provide traffic control as conditions require or directed by the Applicable Local Government Debris Manager.

g. C&D debris must be monitored for the collection, complete haul, and delivery at the Applicable Local Government Approved Final Disposal Site. The Applicable Local Government's Authorized Representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

h. The Vendor shall provide all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, and transportation to the Applicable Local Government Approved Final Disposal Site. White goods containing refrigerants must first have such refrigerants removed by the Vendor's qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. According to Florida Statutes Section 403.708(12), a person who knows or should know of the nature of white goods may not dispose of such solid waste in landfills. However, such solid waste is acceptable for recycling. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

2.3.4 Removal of Debris from Public Parks and Other Facilities

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible

disaster-related trees, vegetative, and non-vegetative debris existing in the Applicable Local Government Parks and Other Facilities to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

All debris removal from the Applicable Local Government Parks and Other Facilities will be at the approval and authorization of the Applicable Local Government prior to removal.

2.3.5 Removal of Debris from Canals/Waterways (REMOVED)

THIS SECTION HAS BEEN REMOVED.

2.3.6 DMS(s) Management, Operations and Reduction Through Grinding

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of eligible disaster related debris. Grinding must be approved by the Applicable Local Government Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the Applicable Local Government Debris Manager.

a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Vendor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Vendor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.

c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s).

d. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

e. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including a stabilized base for any roads that require stabilization for ingress and egress.

f. Vendor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.

g. Vendor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

h. Vendor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).

i. Vendor is responsible for all associated costs necessary to provide storm water management in accordance with applicable statutes or ordinances.

j. Vendor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

k. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible Hazardous Waste/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for Hazardous Waste/contaminant segregation, is a cost reflected in this scope of services. Hazardous Waste/contaminant material segregated and stored in lined containers at the DMS may be collected by the Applicable Local Government Authorized Representative.

l. Vendor is responsible for providing twenty-four (24) hour DMS(s) security.

m. Vendor will only permit Vendor vehicles and others specifically authorized by the Applicable Local Government or its authorized representative on site(s).

n. Vendor shall provide a tower(s) from which the Applicable Local Government or its Authorized Representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet appropriate specifications.

Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original or better condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the Applicable Local Government's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Applicable Local Government and FDEP.

Per Section 15 of this document, entitled “Environmental Protection”, Vendor is responsible for the containment, collection, and safe disposal of all hazardous materials, including but not limited to fuel, oil, and chemicals. Vendor is responsible for all costs associated with the clean-up of hazardous materials; and clean-up shall be in accordance with all applicable federal, state, and local laws and regulations.

2.3.7 Haul-out of Reduced Debris to an Approved Final Disposal Site

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at the Applicable Local Government approved DMS(s) to the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. The Vendor shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.

b. The Vendor shall not use any disposal facility without the written consent of the Applicable Local Government Debris Manager. The Applicable Local Government will, if possible, pay all tipping fees. If direct payment by the Applicable Local Government is not possible, all costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the Applicable Local Government Debris Manager prior to issuing any such authorization.

c. The Vendor shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the Vendor(s) and the Applicable Local Government for permission to post an Applicable Local Government inspector or Authorized Representative at the site for verification of each load disposed.

d. The Vendor shall provide a sufficient number of debris site towers meeting the Applicable Local Government specifications to provide for the efficient delivery of waste streams without excessive waiting times. The Applicable Local Government shall make the sole determination of excessive wait times. To the extent that the Applicable Local Government determines that additional towers are required, additional towers must be operational within forty-eight (48) hours of the Applicable Local Government’s request.

e. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered.

f. The Vendor shall not receive any payment from the Applicable Local Government for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a disposal site not approved by the Applicable Local Government.

2.3.8 Removal of Hazardous Trees and Hanging Limbs

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees and eligible hanging limbs. Eligible Hazardous Trees and Eligible Hanging Limbs will be identified by the Applicable Local Government or its Authorized Representative for removal. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs will be placed in the safest possible location on the Applicable Local Government ROW. Eligible Hazardous Trees less than six (6) inches in diameter, measured four and one-half (4 ½) feet above ground level, will be flush cut and left in the ROW for pick up by the Vegetation Debris Removal Vendor. The Applicable Local Government will not compensate the Vendor for cutting leaning trees less than six inches in diameter on a unit rate basis. If there is insufficient room for safe placement along Hendry County ROW, then Vendor must load the resulting debris as eligible hazardous trees or eligible hanging limbs as they are removed.

2.3.9 Removal of Hazardous Stumps

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous stumps. The Vendor shall be responsible for backfilling any voids left in the ground by removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the Applicable Local Government ROW, parks and facilities will be transported to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Stumps measured two feet above ground and less than two feet in diameter will be considered normal eligible vegetative debris and removed in accordance with Scope of Services, Section 2.3.2. The diameter of eligible stumps less than 2 feet in diameter will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Exhibit ‘C” – FEMA Stump Conversion Table) and removed under the terms and conditions Scope of Services, Section 2.3.2.

a. Eligible hazardous stumps will be identified by the Applicable Local Government or its authorized representative for removal. Removal and transportation of eligible hazardous stumps existing on the Applicable Local Government ROW, parks, facilities, or private property will be performed as identified by the Applicable Local Government Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Vendor, in writing, by the Applicable Local Government Debris Manager.

b. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of Scope of Services, Section 2.3.2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of Scope of Services, Section 2.3.2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Exhibit "C" – FEMA Stump Conversion Table).

c. Stumps shall only be collected after the monitoring firm(s) and the Vendor(s) document and perform the following:

   i. Location. Determine the uprooted stump is located on improved public property or a public right-of-way and private right-of-way, when authorized. Record and document the location through means of photography, map depiction, and specific descriptive notations.

   ii. Size. Measure and record the diameter of the stump to be removed at the appropriate location.

   iii. Marking. Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.

   iv. Stump Worksheet. Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: 1) Names and signatures of parties present, 2) Physical location (street address, road cross streets, etc.), 3) stump number, 4) size of stump, 5) date.

d. The unit stump price shall include stump extraction, stump hauling and disposal at the Applicable Local Government Approved Final Disposal Site. Cavity filling will be separately priced on the Rate Schedule.

2.3.10 Other Debris Removal Work

Neither the Vendor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The Applicable Local Government reserves the right to require the Vendor to dismiss or remove from the project any workers as the Applicable Local Government sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

2.4. Event Activation

The Vendor(s) shall contact the Hendry Emergency Management Director at a minimum of forty-eight (48) hours prior to a hurricane event or immediately upon the

occurrence of a debris-generating incident within Hendry County for which there is no advance warning. After a disaster occurs, the Hendry County Emergency Management Director, or designee, will contact the Vendor(s) holding a Disaster Debris Removal and Disposal contract to advise them of the Applicable Local Government's intent to activate the contract for services authorized under this RFP. Before work begins, the Applicable Local Government must issue a written Notice to Proceed. Within sixteen (16) hours of receiving the Notice to Proceed, the Vendor(s) will send a management team to report to the Applicable Local Government Debris Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Vendor(s) shall begin within twenty-four (24) hours of notification by the Applicable Local Government. Within seventy-two (72) hours of receipt of the Notice to Proceed, the Vendor shall be fully established and continue authorized services. The Vendor(s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

2.5. Description of Designated Areas

The Designated area for debris removal is bounded by Hendry County's boundary and includes public property and public rights-of-way, the Applicable Local Government parks, other facilities of the Applicable Local Government and debris staging areas within the Applicable Local Government.

a. If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program Eligible roadways, the Vendor will be required to provide crews separate from those providing the Applicable Local Government ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will make one pass to collect debris from FHWA-ER eligible roadways. Further, the Vendor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways.

b. The Applicable Local Government Debris Manager will authorize and approve which services the Vendor shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the Applicable Local Government Debris Manager shall be removed. The number of complete passes the Vendor shall conduct through the Applicable Local Government is at the discretion of the Applicable Local Government Debris Manager. Partial removal of debris piles is strictly prohibited. The Vendor shall not move from one designated work area to another designated work area without prior approval from the Applicable Local Government Authorized Representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Vendor shall not enter onto private property

during the performance of the contract unless specifically authorized by the Applicable Local Government Debris Manager in writing.

d. For first pass, loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.

e. For subsequent and/or final pass, loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.

f. Vendor shall deliver all disaster related debris to an Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.

g. The DMS Vendor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Vendor reduction, handling, disposal and remediation methods must be approved, in writing, by the Applicable Local Government Debris Manager.

h. Payment for disposal costs such as tipping fees incurred by the DMS Vendor at an Applicable Local Government Approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the Applicable Local Government as a pass through cost if not paid by the Applicable Local Government. Prior to reimbursement by the Applicable Local Government, the Vendor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Vendor will also be required to provide proof of Vendor payment to the Applicable Local Government Approved Final Disposal Site.

i. The Vendor shall conduct the work so as not to interfere with the disaster response and recovery activities of other vendors or local, state and federal governments or agencies, or any public utilities.

j. The Applicable Local Government reserves the right to inspect DMS and Approved Final Disposal Site, verify quantities and review operations at any time.

2.6. Debris Management Sites and Final Disposal Sites

The selected DMS Vendor is responsible for providing final disposal of all debris generated and collected within the Applicable Local Government in accordance to requirements of FEMA, FHWA, FDEP, and all other applicable federal, state, and local laws and regulations. Prior to the award of this agreement, and annually

thereafter, the selected DMS Vendor shall provide a list of Final Disposal Site(s) to be used for debris disposal.

The DMS Vendor is responsible for providing a sufficient number of DMS to support the event in which the contract is activated. The DMS Vendor shall provide the Applicable Local Government with a list of potential DMS locations annually.

Hendry County has three (3) potential DMS sites that Hendry County may authorize for debris management. Prior to the start of each hurricane season, the Vendor shall evaluate any Hendry County provided DMS Site. Hendry County maintains the right to limit the use and/or eliminate any or all DMS Sites at Hendry County's sole discretion. Vendors are placed on notice that the County is in the process of selling Airglades Airport, at which point it will be removed as a DMS. Hendry County shall authorize, in writing, the use of any Hendry County provided DMS prior to the start of operations.

ZONE 1 - CITY OF CLEWISTON

To be determined.

ZONE 2 – CITY OF LABELLE

To be determined.

ZONES 3 AND 4 EASTERN AND WESTERN UNINCOPORATED HENDRY COUNTY

WACS ID	98161
Site Name	Airglades Airport – Diamond Area
Site Address	2100 Airglades Blvd; Clewiston, FL 33440
GPS Location	Lat 26:44:27.2 / Long 81:2:54.5
Estimated Size	
Type of Debris Managed	Vegetative Debris

WACS ID	99040
Site Name	Port LaBelle Staging Area
Site Address	3490 Utility Drive; LaBelle, FL 33935
GPS Location	Lat 26:44:57 / Long 81:23:1
Estimated Size	
Type of Debris Managed	Vegetative Debris

WACS ID	To be determined
Site Name	Banyan Village
Parcel Identification Number	4-29-43-10-130-000B-002.2
GPS Location	Lat 26:45:17 / Long 81:16:19
Estimated Size	14.8 Acres

Type of Debris Managed	Vegetative Debris

If additional DMS locations are needed for the operation, the DMS Vendor shall provide a list of DMS locations. The list will include all necessary site information to allow the Applicable Local Government to submit to FDEP for approval. If the Vendor(s) establish any additional DMS, a copy of the agreement showing indemnification of the Applicable Local Government for the use and proposed restoration plan of the additional sites, shall be provided to the Applicable Local Government. In addition the DMS Vendor shall execute a hold harmless agreement for each Vendor-established DMS that is not located on the Applicable Local Government property. The hold harmless agreement must be approved by the Applicable Local Government prior to execution.

Prior to the use of any DMS (either the Applicable Local Government-provided DMS or Vendor(s)-established DMS) analysis of both groundwater and soil will be required to establish pre-use conditions (post remediation site sampling may also be required of the Vendor). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the Applicable Local Government at the expense of the DMS Vendor(s). The results of such testing shall be sent directly from the professional to the Applicable Local Government. The Vendor shall be required to provide the Applicable Local Government with site photographs for each DMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.

The cost associated with acquiring, preparing, leasing, renting, operating, remediating land used as DMS in the Applicable Local Government is a cost borne by the DMS Vendor and compensated based on the Vendor's bid for site management and reduction of debris.

The Applicable Local Government may also establish designated Residential Convenience Centers (residential drop-off sites). The DMS Vendor will be responsible for removing all disaster related debris from those sites. Vendor shall not collect debris from the Residential Convenience Centers while sites are open to the public and/or when residents occupy the site. Depending on the volume of debris at a Residential Convenience Center, the Vendor may be required to push material to make room for additional debris.

The DMS Vendor's Operations Manager will assign a Foreman to each DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, safety, and applicable requirements of Section 2.3.6 of this document entitled "DMS(s) Management, Operations, and Reduction Through Grinding". The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Vendor's Operation Manager, who will in turn provide this information to the Applicable Local Government. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory requirements.

The DMS Vendor will be responsible for returning all utilized DMS to their original condition or better prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Applicable Local Government and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

2.7. Contracts

2.7.1 Notice to Proceed

When services are required, the Applicable Local Government shall issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the Applicable Local Government be liable for any services rendered unless the written Notice to Proceed has been sent by the Applicable Local Government and received by the Vendor(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed.

2.7.2 Termination for Convenience

The Applicable Local Government reserves the right to terminate the contract with the Vendor(s) at any time and for any reason.

2.7.3 Changes in Scope of Work

The Applicable Local Government Debris Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be agreed upon and incorporated by written amendment to the agreement.

2.7.4 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Area Surplus Firms

The Vendor, if subcontracts are anticipated or let, shall take the five affirmative steps set forth in §200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.0. Oversight

3.1 On-Site Project Manager

The Vendor(s) shall provide an on-site project manager to the Applicable Local Government. The project manager shall provide a mobile telephone number to the Applicable Local Government with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the Applicable Local Government Debris Manager and/or the Applicable Local Government Authorized Representative. Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, the Applicable Local Government coordination, and damage repairs. Frequency of meetings may be adjusted by the Applicable Local Government Debris Manager. The Vendor(s)' project manager must be available twenty-four (24) hours a day, or as required by the Applicable Local Government Debris Manager.

3.2 Superintendent Shall be Supplied by the Vendor

The Vendor(s) shall employ a competent superintendent who shall be in attendance at all times during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under the contract for the Vendor. All authorized communications given to the superintendent by the Applicable Local Government, and all contract-related decisions made by the superintendent, shall be binding on the Vendor. The superintendent shall be considered to be, at all times, an employee of the Vendor under its sole direction and not an employee or agent of the Applicable Local Government.

3.3 Safety

The Vendor(s) shall be responsible for maintaining safety at all sites at which it is working. The DMS Vendor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. The Vendor(s) will also be responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of the contract.

4.0. Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the Applicable Local Government's Authorized Representatives prior to its use by the Vendor(s). The Applicable Local Government or its Authorized Representative may also perform periodic re-inspection of vehicles to verify the certified capacity.

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site. If falling debris from hauling vehicles presents an issue, the Applicable Local Government reserves the right to require the contractor to "tarp" or cover debris when hauling.

d. Trucks or equipment designated for use under the contract shall not be used for any other work. The Vendor(s) shall not solicit work from private citizens or others to be performed in the designated work area during recovery efforts for an event. Under no circumstances will the Vendor(s) mix debris hauled for others with debris hauled under the contract. Failure to abide by this restriction may result in a suspension of the violating truck, crew, or sub-contractor.

e. Equipment used shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the Applicable Local Government Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the Applicable Local Government Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

5.0. Traffic Control

The Vendor shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Vendor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Vendor shall provide sufficient signing, flagging, traffic cones and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Vendor. No further work shall take place until the

deficiency is corrected. Neither the Applicable Local Government Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Vendor for traffic control is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of the scope of services.

Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." The foregoing requirements are to be considered as minimum and the Vendor's compliance shall in no way relieve the Vendor of final responsibility for providing adequate traffic control devices for the protection of the public and Vendor's employees throughout the work area.

6.0. Hazardous Waste and Other Hazardous Materials

The Vendors shall set aside and reasonably protect any Hazardous Waste and other hazardous materials encountered during debris removal operations for collection and disposal by the Applicable Local Government. The Vendor shall notify the Applicable Local Government's monitoring firm(s) of the nature and location of any such debris encountered.

The Vendors and personnel must make every reasonable effort to avoid transporting Hazardous Waste and other hazardous materials to the DMS(s) or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Vendor shall be responsible for proper handling and storage of any Hazardous Waste and other hazardous materials brought by his/her workforce. The DMS Vendors shall provide a suitable area at each DMS to accommodate all Hazardous Waste and other hazardous materials inadvertently brought to the site.

The Applicable Local Government will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

7.0. Work Hours

The Vendor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the Applicable Local Government and the Vendor(s). Unless otherwise directed, the Vendor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-

four (24) hour, seven (7) days a week basis. No work will be performed on the following holidays without prior approval of the Applicable Local Government Debris Manager:

a. New Year's Day
b. Martin Luther King Jr. Day
c. Memorial Day
d. Independence Day
e. Labor Day
f. Veteran's Day
g. Thanksgiving Day
h. Day after Thanksgiving
i. Christmas Eve Day
j. Christmas Day

8.0. Time of Completion

The services shall commence upon written notice to proceed from the Applicable Local Government, and the project shall be completed in accordance with the project schedule.

9.0. Liquidated Damages

Should the Vendor fail to complete requirements set forth in this scope of work, the Applicable Local Government will suffer damage. The amount of damage suffered by the Applicable Local Government is difficult, if not impossible to determine at this time. Therefore, the Vendor shall pay the Applicable Local Government, as liquidated damages, the following:

a. The Vendor shall pay the Applicable Local Government, as liquidated damages, $1,000.00 per calendar day of delay to mobilize in the Applicable Local Government with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.

b. The Vendor shall pay the Applicable Local Government, as liquidated damages, $500.00 per load of disaster debris collected in the Applicable Local Government that is not disposed of the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site plus any associated fines levied by a third party. Application of liquidated damaged does not release the Vendor of liability associated with hauling and depositing material to an unauthorized location.

c. The Vendor shall pay the Applicable Local Government, as liquidated damages, $500.00 per incident where the Vendor fails to repair damages that are caused by the Vendor or subcontractor(s). Application of liquidated damages does not release the Vendor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as the reasonable and proper amount of damage the Applicable Local Government should suffer by failure of the Vendor to complete requirements set forth in the scope of work.

10.0. Damages

All items damaged as a result of Vendor or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either repaired or replaced by the Vendor, at their expense, in a manner prescribed by and at the sole satisfaction of the Applicable Local Government Debris Manager. Any invoices submitted to the Applicable Local Government such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Vendor, shall be the responsibility of the Vendor. Repairs, or receipt of repairs, shall be completed and submitted to the Applicable Local Government prior to submission of the Vendor's invoice for work accomplished. If the Vendor fails to repair any damaged property, the Applicable Local Government may have the work performed and charge the Vendor.

The Vendor shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Vendor's equipment during debris removal. The Vendor shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Vendor's equipment or personnel at no additional cost to the Applicable Local Government. If the Vendor does damage to an Applicable Local Government sign or other property owned by an Applicable Local Government, it shall be the responsibility of the Vendor to repair the item back to the original condition. If the repair is not in accordance with the Applicable Local Government standards, the Applicable Local Government shall repair the items and deduct the associated cost from the amount due the Vendor. The Vendor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

Complaints will be addressed within forty-eight (48) hours and a written report submitted to the Applicable Local Government Debris Manager outlining actions taken to correct the complaint. The Vendor shall notify the Applicable Local Government immediately of any complaints given directly to the Vendor.

Upon written notice from the Vendor that the damage correction work is complete, the Applicable Local Government will make a final inspection with the Vendor and will notify the Vendor in writing of any deficiencies. The Vendor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the Applicable Local Government will assess an eighty dollar ($80.00) fee to the Vendor. The eighty dollar ($80.00) fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional

the Applicable Local Government labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the current invoice.

No retention will be released to the Vendor prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Vendor may petition the Applicable Local Government in writing for a partial retainage release.

11.0. Existing Utilities

a. Some trees and debris that are to be removed may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Vendor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Vendor shall pay all such costs to the utility company for any adjustments.

b. The Vendor shall be responsible for all costs incurred to repair damaged utilities that are caused by the Vendor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Vendor.

12.0. Debris Site Tower Specifications

The DMS Vendor shall provide as many towers as designated by the Applicable Local Government at each DMS for the use of the Applicable Local Government Authorized Representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the Applicable Local Government or its Authorized Representative are unable to verify the entering and exiting trucks, then the Vendor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Vendor for the construction of towers is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services, Section 2.3.6.

13.0. Facilities at DMS Locations

a. The DMS Vendor shall provide as many ADA compliant portable toilets as designated by the Applicable Local Government at each dumpsite for the use of the Applicable Local Government Authorized Representatives during their inspection of dumping operations. The toilet shall be provided prior to start of

any dumping operations and kept in a sanitary condition by the Vendor throughout the duration of dumping operations. The expense incurred by the Vendor for the operation of portable toilets is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services, Section 2.3.6.

b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the Applicable Local Government Debris Manager due to unsuitable conditions at the tower.

14.0. Ownership of Debris

All debris residing in public ROW, on public property and at the Applicable Local Government provided DMS(s) shall be the property of the Applicable Local Government until final disposal at a properly permitted disposal site. The Vendor shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the Applicable Local Government will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the Applicable Local Government. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of these services unless specifically directed by the Applicable Local Government. Collection of Municipal Solid Waste (MSW) is outside the scope of these services.

It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Vendor shall receive a copy of this letter and together with the Monitor and the Applicable Local Government, a final disposal plan will be established.

15.0. Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Vendor must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. Vendor and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

c. The DMS Vendor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the Applicable Local Government Debris Manager. The Vendor shall comply in a timely manner with all directions of the Applicable Local Government Debris Manager regarding the use of a water truck or other approved dust abatement measures.

d. Vendor shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

e. The DMS Vendor shall immediately report and document all incidents to the Applicable Local Government Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

f. Vendor must notify the Applicable Local Government regarding any fluid or chemical spillage so that the Applicable Local Government or its authorized representative can review and approve of the cleanup. The Vendor shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal and local laws and regulations.

Petroleum, Oil, and Lubricant Spills shall be reported to the National Response Center, Hendry County Environmental Health, Hendry County Emergency Management and the Applicable Local Government Debris Manager immediately following discovery. A written follow-up shall be submitted to the Applicable Local Government Debris Manager not later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following:

- Description of the material spilled (including any identity, quantity, etc.)
- Determination as to whether or not the amount spilled is DEP reportable and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.

- Receiving waters (including, but not limited to canals and drainage areas)
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedure implemented.
- Summary of all communications the Vendor has had with press or other officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

16.0. Documentation and Measurement

a. Emergency Road Clearance Vendor(s) are responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.

b. All trucks used for collection and hauling of eligible debris from the Applicable Local Government ROW to the Applicable Local Government approved DMS(s) or the Applicable Local Government Approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the Applicable Local Government or the Applicable Local Government Authorized Representative. The Vendor shall provide a representative to attest to the certification/measuring process. It is the Vendor's responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification (and notify the Applicable Local Government of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Vendor name, assigned truck number, and other pertinent information, as determined by the Applicable Local Government Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by the Applicable Local Government authorized representative each time it returns to work from other contracts or communities.

c. The Vendor is responsible for ensuring that all persons driving motor vehicles maintain a valid driver's license and equipment legally fit for travel on the road.

d. Load tickets will be provided by the Applicable Local Government or its Authorized Representative for recording volumes of debris removal. Unit rate tickets will be provided by the Applicable Local Government or its Authorized Representative for documenting unit rate services, such as Hanging Limb or Hazardous Tree removal. Only tickets designated and approved by the Applicable Local Government will be authorized for use. Tickets that require Vendor signature will have the signature as well as name printed in a legible manner.

- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Vendor is responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and the Applicable Local Government Authorized Representative name and signature. No payment will be made by the Applicable Local Government for incomplete and/or illegible load or unit rate tickets submitted for payment.
- Load tickets will be issued by an Authorized Representative of the Applicable Local Government at the collection site. The Applicable Local Government Authorized Representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or the Applicable Local Government Approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the Applicable Local Government Authorized Representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the Applicable Local Government Authorized Representative present at the DMS or the Applicable Local Government Approved Final Disposal Site. The Applicable Local Government's Authorized Representative will validate, enter the estimated debris quantity and sign the load ticket.
- Loads of processed (e.g., chipped) debris being hauled from a DMS to the Applicable Local Government Approved Final Disposal Site will follow the same load ticket procedures. The Applicable Local Government Authorized Representative will initiate the load ticket at the DMS. Another Applicable Local Government Authorized Representative will validate and sign the ticket at the Applicable Local Government Approved Final Disposal Site.
- The Vendor shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

e. Scope of service items that have rates based on one-way haul mileage shall have such mileage based on "as the crow flies" distance. The radius distance from each DMS or Approved Final Disposal Site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The Applicable Local Government shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:

- Section 2.3.2 – ROW Vegetative Debris Removal
- Section 2.3.3 – ROW C&D Debris Removal
- Section 2.3.4 - Removal of Debris from Public Parks and other Facilities

- Section 2.3.5 – Removal of Debris from Canals/Waterways **(REMOVED)**
- Section 2.3.7 – Haul-out of Reduced Debris to an Approved Final Disposal Site

17.0. Payment

a. The Applicable Local Government, or its Authorized Representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Vendor will be provided with copies of this documentation. These documents will be used by the Vendor as backup data for invoice submittals. Work not ticketed or not authorized by the Applicable Local Government will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the Applicable Local Government be responsible for unpaid incomplete tickets.

b. If tasked with Private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The Applicable Local Government reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items) or program (ROW collection, private property debris removal, etc.).

c. Invoices shall be submitted to the Applicable Local Government's Authorized Representative on a bi-weekly basis unless otherwise directed by the Applicable Local Government. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the Applicable Local Government. Invoice detail submittals will be checked against the Applicable Local Government records. The Applicable Local Government records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the Applicable Local Government Authorized Representative to the Applicable Local Government for payment.

d. A five percent (5%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Vendor must successfully complete, and receive a letter of completion from the Applicable Local Government, for all work zones or types of services applicable to that Vendor. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Applicable Local Government to repair damages caused by the Vendor(s) to public or private property.

e. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid and will not be adjusted based on the total amount of debris actually handled.

f. The Applicable Local Government will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.

g. The Vendor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Vendor shall provide executed release waivers from all subcontractors to release the Applicable Local Government from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the Applicable Local Government prior to final retainage release.

h. Payment for disposal cost incurred by the Vendor at the Applicable Local Government Approved Final Disposal Sites will be made at the cost incurred by the Vendor. The Applicable Local Government will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Vendor to pay the disposal fees and then invoice the Applicable Local Government. The Vendor shall submit a copy of all invoice(s) received from the Applicable Local Government Approved Final Disposal Site(s), an electronic copy tabulating all scale or load tickets issued by the Applicable Local Government Approved Final Disposal Site(s), and proof of Vendor payment to the Applicable Local Government Approved Final Disposal Site(s). The Applicable Local Government will not render payment for disposal costs until the Vendor submits applicable disposal site permits or site information for each Approved Final Disposal Site.

i. Vendor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the Applicable Local Government Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after the Vendor’s final invoice.

In the event any portion of this scope of work is to be funded by State or Federal funds, the Vendor will comply with all requirements of the state or federal government applicable to the use of the funds. The Applicable Local Government will only pay for those items deemed eligible by FEMA or FHWA, unless the Applicable Local Government otherwise agrees in writing. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.

18.0. Records Retention

All documents, including but not limited to, letters, memos, e-mails, computer files, photographs, drawings, tracings, plans, specifications, maps, evaluations, reports and other records and data of any type relating to the Project received, prepared or developed by Vendor under the Contract are public records subject to Florida Statutes Chapter 119 and shall not be destroyed.

Vendor shall:

(a) Keep and maintain public records required by the County to perform the service.

(b) Upon request from the County's custodian of public records, provide the County 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 in Florida Statutes Chapter 119 or as otherwise provided by law.

(c) Ensure that public 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 following completion of the contract if the Vendor does not transfer the records to the County.

(d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

19.0. FEMA Requirements

The Applicable Local Government intends to seek reimbursement from FEMA for the eligible debris removal (most likely under Catalog of Federal Domestic Assistance No. 97.036). Consequently, the Vendor must comply with applicable provisions governing FEMA access to records, accounts, documents, information, facilities and staff. See Attachment G. Vendor must comply with all applicable Federal laws, regulations, executive orders and FEMA requirements.

20.0. FHWA-ER Program Contract Requirements

The Applicable Local Government intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the Applicable Local Government mandates compliance from the successful Vendor regarding the following:

a. FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.

b. Buy America Requirements

c. 49 CFR Part 26, Participation By Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs

d. American with Disabilities Act of 1990 (ADA)

e. Convict Labor Prohibition

FHWA-ER Program contract requirements are subject to any changes provided by FHWA during the term of the contract.

21.0. Final Project Close Out

Upon final inspection of the project by the Applicable Local Government, the Vendor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

Services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.

22.0. Distribution of Work

The Applicable Local Government reserves the right to activate more than one contractor to provide each of the debris services outlined in this proposal. The Applicable Local Government may also revise the distribution of services provided or work areas (such as zones) at any time during the activation of a contract developed though this proposal.

Hendry County, the City of Clewiston, and the City of LaBelle are Equal Opportunity Employers. In accordance with **§200.321** of the Electronic Code of Federal Regulations, small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate.

Hendry County, the City of Clewiston, and the City of LaBelle will follow all procurement standards as set forth in **§200.318 through §200.327** of the Electronic Code of Federal Regulations. A link to the procurement standards is as follows:
Electronic Code of Federal Regulations (eCFR)

All information provided by the Vendor will be reviewed by Hendry County, the City of Clewiston, and the City of LaBelle staff and applicable municipality staff. The Vendor will be expected to rectify any omissions and make such changes as deemed appropriate at no additional cost.

Any questions regarding these projects or the technical requirements of engineering services sought by this solicitation may be directed to:

Jorge Hernandez
Hendry County Project Engineer

Hendry County Engineering Department
99 East Cowboy Way
LaBelle, Florida 33935
Phone: (863) 612-4726
Email: jorge.hernandez@hendryfla.net

And, if necessary to:

Shane Parker, P.E.
Public Works Director / County Engineer
Hendry County Engineering
99 East Cowboy Way
Post Office Box 1607
LaBelle, Florida 33975
Phone: (863) 675-5222
email to sparker@hendryfla.net

The last day to submit questions via e-mail for review and answer is **Monday, July 7, 2025 at 12:00 P.M.**

ALL RESPONDENTS/VENDORS shall hold all State, Federal and County/City licenses required to perform the above referenced scope of work. This Respondent/Vendor shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Hendry County, the City of Clewiston, and the City of LaBelle expressly desire the Repondent/Vendor to keep all the files and records that pertain to the solicitation to relieve the County of the task of filing and record keeping.

SECTION III

SBE/DBE/MBE/WBE PARTICIPATION

§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

SECTION IV

PUBLIC RECORDS

119.0701 Contracts; public records; request for contractor records; civil action.—

(1) DEFINITIONS.—For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS.—In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (**EMILY HUNTER AT (863) 675-5304, EMILY.HUNTER@HENDRYFLA.NET, OR P.O. BOX 2340, LABELLE, FL 33975.**).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.

3. Ensure that public 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 following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the

public agency upon completion of the contract, the contractor shall 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(3) REQUEST FOR RECORDS; NONCOMPLIANCE.—

(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

(4) CIVIL ACTION.—

(a) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

(b) A notice complies with subparagraph (a)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION V

FINANCIAL INSTITUTIONS GENERALLY

655.91 Records of institutions and copies thereof; retention and destruction.—

(1) In this section, “records” of an institution means and includes all books of account and other books of every kind, journals, ledgers, statements, instruments, documents, files, messages, writings of every kind, and other internal or other data and other information of every description, made or received by an institution in the regular course of its business or otherwise, regardless of the mode in which it is recorded.

(2) Institutions need not preserve or retain any of their records or copies thereof for a period longer than is expressly required by an applicable statute or rule or regulation of this state or the United States which identifies, either specifically or by type or category, the relevant records or copies thereof or, if there is no such statute or rule or regulation which specifies a retention period applicable to the records or copies thereof, for a period longer than 5 years. An institution may destroy any of its records or copies thereof after the expiration of the retention period determined as provided in this subsection.

(3) No liability shall accrue against any institution because of the destruction of any of its records or copies thereof as permitted by subsection (2), and in any judicial or other action or proceeding in which any such records or copies thereof may be called in question or be demanded of the institution or any officer or employee thereof, a showing that such records or copies thereof have been destroyed in accordance with the provisions of subsection (2) is a sufficient excuse for the failure to produce them.

(4) Any institution may at any time make, or cause to be made, a copy or copies of any or all of its records, and any such copy duly certified, authenticated, or identified by a responsible officer or agent of the institution under whose supervision the records or copies are kept shall, in all cases and in all courts and places, be admitted and received as evidence with a like force and effect as the original record, whether or not the original is in existence.

(5) The original of any record of an institution includes the data or other information comprising a record stored or transmitted in or by means of any electronic, computerized, mechanized, or other information storage or retrieval or transmission system or device which can upon request generate, regenerate, or transmit the precise data or other information comprising the record; and an original also includes the visible data or other information so generated, regenerated, or transmitted if it is legible or can be made legible by enlargement or other process.

(6) Copies of records of an institution, heretofore or hereafter made, include duplicates or counterparts of an original produced from the same impression or process as the original by carbon or other chemical or substance or process; negative and positive film and prints of an original or copy and reproductions and facsimiles of an original or copy, whether or not the same size, produced by photographic, microphotographic, photostatic, xerographic, electronic, computerized, or mechanized process, or by any other process, and enlargements and reductions thereof; and the data or other information comprising a record stored or transmitted as provided in subsection (5), and the visible data or other information generated or regenerated or transmitted by such information storage or retrieval or transmission system or device, if it is legible or can be made legible by enlargement or other process.

SECTION VI

SUBMISSION REQUIREMENTS

Respondents should include the following information in their submittals in the exact order listed here with separating page tabs in an 8.5" by 11" page format. PLEASE INCLUDE THE PAGE TABS so that those evaluating your submittal can compare each section with others that are submitted.

Tab 1: Letter of Interest: A letter stating your interest in this project signed by the person who will have contract authority over this project and stating that the contents of the submittal are true and accurate. Please state in this letter that you can meet the insurance/bonding requirements of the County and that you are willing to execute a standard agreement with Hendry County, Florida.

Tab 2: Experience: Provide an overview of the key areas listed below:

A. (i) Relevant experience and past performance in Disaster Debris Removal Services or (ii) a minimum of five (5) years of experience hauling loads of goods or materials in an open bed trailer or truck bed (e.g., dirt, rock, agricultural commodities).

B. Previous experience with State and Federal reimbursement programs; including, but not limited to: of FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

C. The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives of the Scope of Work as proposed. This includes Proposer's staff or anticipated subcontractors.

D. Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment. Additionally, Proposer may detail resources it can have at its disposal immediately in the event of a disaster event.

E. Explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of The Applicable Local Government for expeditious removal and disposal of disaster debris.

F. The schedule and availability of the Proposer, to include response time.

Tab 3: References: Include the names of at least 3, but no more than 5, letters of references from current or past customers for whom the Proposer has performed Disaster Debris Removal Services or hauling of loads of goods or materials in an open bed trailer or truck bed (e.g., dirt, rock, agricultural commodities) within the past three years.

Tab 4: Litigation: A listing and description of all litigation the Proposer has been a party to over the past three years.

Tab 5: Pricing: Completed Attachment L - Unit Rate Price Schedule.

Tab 6: Forms:
Attachment 1 – Proposer's Affidavit;
Attachment 2 – Proposer's Qualification Questionnaire;
Attachment 3 – Completed Projects;
Attachment 4 – Current Projects;
Attachment A – No Lobbying Acknowledgement;
Attachment B – Anti-Collusion & No Gifts Affidavit;
Attachment C – Public Entity Crime Affidavit;
Attachment D – Conflict of Interest Disclosure Affidavit;
Attachment E – Immigration Law Affidavit;
Attachment F – Drug Free Workplace Affidavit;
Attachment G – Exceptions to Solicitation (if needed);
Attachment H – Affidavit Concerning Activities in Certain Countries;
Attachment I – Indemnification Contract Clause Acknowledgement;
Attachment J – Contract Provisions;
Attachment K – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;

SECTION VII

CONTRACTUAL REQUIREMENTS

CONTRACTS: A sample copy of the contract document may be obtained by contacting the County Attorney's office at (863) 675-5295.

FLORIDA LAW CLAUSE: Upon award of a contract under this RFP, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Hendry County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Hendry County, by submission of a signed RFP response the offeror agrees to subject itself to the jurisdiction and process of the Courts of Hendry County, as to all matters and disputes arising or to arise under any contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.

AFFIRMATIVE ACTION: The offeror will comply with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.

PRIME VENDOR RESPONSIBILITIES: The offeror will be required to assume sole responsibility for the complete effort as required by this RFP. The County will consider the offeror to be the sole point of contact with regard to contractual matters.

SECTION VIII

SPECIAL RFP CONDITIONS

A. The contract shall be in effect for an initial term of one year and may be renewed annually, in writing, if both parties are in agreement, for three (3) additional one-year periods. Each Applicable Local Government (Hendry County, the City of LaBelle, and the City of Clewiston) reserves the right to renew at their own discretion and best interest.

B. Each Applicable Local Government reserves the right to terminate the contract for unsatisfactory service, deliberate overcharging, or not meeting the terms of the contract.

C. The proposer's attention is directed to the fact that all applicable Federal and State laws, local ordinances and the rules and regulations of all authorities having jurisdiction over this work shall apply to the RFP throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

D. The proposer shall furnish all material, equipment, labor, transportation and all other facilities and incidentals necessary for the execution and completion of the work.

SECTION IX

EVALUATION OF THE SUBMITTALS

Submittals will be reviewed in accordance with the County's procurement ordinance, Hendry County Code Section 1-2-185(c).

PLEASE NOTE THAT THE PROPOSALS WILL BE EVALUATED ON CONTENT*, NOT VOLUME. Points may be deducted for not following instructions. – Submittals should be limited to no more than 60 pages, not including required attachments.*

The selection of the firm is intended to be completed in accordance with Florida Statutes 255.20.

The County will comprise a committee in order to review the qualifications submitted and will rank the firms accordingly.

A Ranking Committee will be appointed to review and rank submitted Proposals. The Applicable Local Government reserves the right to select the Proposer who represents the best value and to accept or reject any proposal submitted in response to this solicitation. The Ranking Committee will act in what they consider to be the best interest of Hendry County, the City of Clewiston, the City of LaBelle and their residents.

The award will be made on a best value basis. Price shall not be the sole determining factor for selection, as indicated in the following section, and the Applicable Local Government reserves the right to award the contract to other than the lowest priced Proposer.

A. EVALUATION METHOD AND CRITERIA

The Ranking Committee will be responsible for recommending the most qualified firm(s).

After presentations (may/may not be needed), firms will be assigned a final score, with the highest-ranked firms for each service moving forward for consideration by the Hendry County Board of County Commissioners, City of Clewiston City Commission, and City of LaBelle City Commission. No work on this project shall proceed without written authorization from the Applicable Local Government.

The Applicable Local Government will enter into contract negotiations with the selected Proposer. If the Applicable Local Government and the selected Proposer cannot negotiate a successful contract, the Applicable Local Government may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the Applicable Local Government arising from such negotiations.

Hendry County reserves the right to utilize Hendry County's Disaster Debris Monitoring Firm, or other qualified firm or individual, to review proposals and provide Hendry County with additional analysis.

The evaluation criteria may include, but shall not be limited to, the following:

1. **Compliance with Request for Proposals [Mandatory]**. This refers to the adherence to all conditions and requirements of the Request for Proposals, including submitting required forms.

2. **Qualifications/Ability Evaluation**

   i. (a) Relevant experience and past performance in Disaster Debris Removal Services or (b) a minimum of five (5) years of experience hauling loads of goods or materials in an open bed trailer or truck bed (e.g., dirt, rock, agricultural commodities).

   ii. Previous experience with State and Federal reimbursement programs; including, but not limited to: of FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

   iii. The character, integrity, reputation, judgment, and experience of Proposer.

   iv. References.

   v. A listing and description of all litigation the Proposer has been a party to over the past three years.

3. **Anticipated Delivery of Services Evaluation**

   i. The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives of the Scope of Work as proposed. This necessarily includes Proposer's staff or anticipated subcontractors.

   ii. Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment. Additionally, Proposer may detail resources it can have at its disposal immediately in the event of a disaster event.

   iii. Explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the Applicable Local Government for expeditious removal and disposal of disaster debris.

   iv. The schedule and availability of the proposer, to include response time.

4. **Price Evaluation**

   i. Primary method of rate evaluation will include applying rates for vegetative debris removal, reduction, and hauling for a typical moderate

hurricane. These estimates are included on the Rate Schedule. This process is being used for evaluation purposes only. Compensation under the Agreement shall be for actual work provided.

ii. Rate Schedule – Pricing shall be submitted for the following:

1. Unit rates for debris removal:
    a. ROW Vegetative Debris Removal (based on Section 2.3.2)
    b. ROW C&D Debris Removal (based on Section 2.3.3)
    c. Removal of Debris from Public Parks and other Facilities (based on Section 2.3.4)
    d. Removal of Debris from Canals/Waterways (based on Section 2.3.5) **(REMOVED)**
    e. DMS(s) Management, Operations and Reduction through Grinding (based on Section 2.3.6)
    f. Haul-out of Reduced Debris to the Applicable Local Government Approved Final Disposal Site (based on Section 2.3.7)
    g. Removal of Hazardous Trees and Hanging Limbs (based on Section 2.3.8)
    h. Removal of Hazardous Stumps (based on Section 2.3.9)
2. Hourly rates for Emergency Road Clearance (based on Section 2.3.1)

B. CRITERIA WEIGHTING

Points will be assigned to each Proposal based on the following weighted criteria:

CRITERIA	MAXIMUM POINTS
1. Compliance with Request for Proposal (Mandatory)	N/A
2. Qualifications/Ability Evaluation	25 points
3. Anticipated Delivery of Services Evaluation	20 points
4. Price Evaluation	55 points

Presentations **may/may not** be necessary.

The committee members will individually award points to the various Respondents based on the aforementioned criteria, after hearing the Respondent's presentations, and after a group discussion among committee members. The committee members are not allowed to award points to Respondents where the total points awarded to Respondents are tied. No

ties will be permitted.

The various Respondents will be assigned a ranking (ordinal score) in order of total points awarded by the individual committee members. The Respondent with the highest number of points awarded will receive an ordinal score of 1 and the Respondent with the second highest number of points will receive an ordinal score of 2, and so on.

All individual committee members will have their ordinal scores entered into a master spreadsheet along with the total points each Respondent received. The ordinal scores provided by each committee member for the various Respondents will be totaled and the total points each Respondent received will also be totaled, but separately.

The Respondent with the **lowest** ordinal score received based on the cumulative total of the ordinal scores for each zone will be recommended as the desired vendor for that zone to the Hendry County Board of County Commissioners, the City of Clewiston Commissioners, and the City of LaBelle Commissioners. If there is a tie in the cumulative ordinal scores between Respondents then the tie will be broken based on which Respondent has the highest cumulative points.

See Exhibit “A” for a SAMPLE master ranking spreadsheet.

C. DISCUSSIONS & PRESENTATIONS (MAY/MAY NOT BE NECESSARY)

The Proposers may/may not be requested to make presentations to the Ranking Committee. Hendry County, the City of Clewiston, and the City of LaBelle may require additional information after evaluation of the submittals, and Proposers agree to furnish such information upon request.

The Ranking Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Ranking Committee reserves the right to request the Proposer to provide additional information during this process.

D. AWARD OF AGREEMENT – PRIMARY, SECONDARY, AND TERTIARY CONTRACTORS

It is the intent of each Applicable Local Government to select a Primary, a Secondary, and a Tertiary Contractor for service to be provided to the Applicable Local Government under this proposal. The Primary Contractor shall be the initial firm mobilized by the Applicable Local Government. The Secondary Contractor will be utilized in instances where the scope of the event merits additional resources to assist the Primary Contractor, or if the Primary Contractor is unavailable. The Tertiary Contractor will be utilized in instances where the scope of the event merits additional resources to assist the Primary and Secondary Contractors, or if the Primary and Secondary Contractors are unavailable.

The highest ranked firm shall be recommended for award as the Primary Contractor; the second highest ranked firm shall be recommended for award as the Secondary Contractor, and the third highest ranked firm shall be recommended for award as the Tertiary Contractor. All firms shall be responsive and responsible Proposers whose proposals are determined to be the top three most advantageous to the Applicable Local Governments, taking into consideration price and the evaluation factors set forth herein. Each Applicable Local Government reserves the right to accept the Proposal as a whole or for any component thereof if it appears to be in the best interest of the Applicable Local Government.

PROPOSED PROJECT SCHEDULE FOR SERVICES

Request for Proposals Opening – July 18, 2025
Selection Committee Meeting with Presentations (may/may not be necessary) – Anticipated before September 8, 2025
Selection Committee Recommendation to Hendry County BOCC for approval – Anticipated September 8, 2025

PROPOSED SELECTION COMMITTEE MEMBERS

Selection Committee Member #1 – R. Shane Parker, Hendry County Public Works Director
Selection Committee Member #2 – Robert Pastula, Hendry County Director of Emergency Management
Selection Committee Member #3 – John C. Anderson/Bradley Musser, FDOT OR Alternate Member
Selection Committee Member #4 – Brent Stevens, City of LaBelle OR Alternate Member
Selection Committee Member #5 – Danny Williams, City of Clewiston OR Alternate Member

SECTION X

REJECTION OF PROPOSALS

10-1. REJECTION OF PROPOSALS

The County Administrator or the Board of County Commissioners may cancel this solicitation or reject any or all of the responses, as set forth in Hendry County Code Section 1-2-185(c)(3)a.

10-2. CORRECTION OR WITHDRAWAL OF RESPONSES; MATERIAL MISTAKES; CANCELLATION OF AWARDS.

A. Responses containing mistakes discovered before the competitive procurement opening may be modified or withdrawn by written notice by the respondent received in the office designated in the procurement notice prior to the time set for opening.

B. After the competitive procurement opening, corrections of mistakes shall be permitted only to the extent that the vendor can show by clear and convincing evidence that a material mistake of a factual or mathematical nature was made, the nature of the mistake, and the price actually intended. The assigned unit price, when applicable, will be the determining factor when an extension price is in error. In place of correction, a low bidder establishing a material mistake of a factual or mathematical nature may be permitted to withdraw its bid if:

1. The response was submitted in good faith;

2. The magnitude of the error made would make enforcement a severe hardship;

3. The miscalculation was not the result of gross negligence;

4. The error was reported immediately to the County; and

5. It is not later than twenty-four (24) hours after the competitive procurement opening, except that if the following day is not a business day for the County. In such case, a withdrawal may be made until 12:00 noon the next County business day.

All decisions to permit the correction or withdrawal of responses, or to cancel awards or contracts based on material mistakes, shall be supported by a written determination by the County Administrator.

10-3. COMPETITIVE PROCUREMENT DISPUTE RESOLUTION PROCEDURE.

A. Any competitive procurement award decision may be challenged on the grounds of material irregularities in the procurement procedure or material irregularities in the evaluation of the response. To initiate a challenge, the vendor must file a notice of intent to challenge the procurement in writing with the Office of Management and

Budget within three (3) business days of e-mailing of the notice of intent to award in accordance with the County's Procurement Policy. A formal written procurement challenge shall be filed in the County Administrator's Office within ten (10) calendar days of the notice of intent to award. Failure to file a timely notice of intent to challenge or failure to file a timely formal written procurement challenge shall constitute a waiver of procurement challenge proceedings.

B. The notice of intent to challenge shall contain at a minimum: the name of the vendor, the vendor's address, e-mail address, fax number and phone number, the name of the vendor's representative to whom notices may be sent, the name and procurement number of the competitive procurement, and a brief factual summary of the basis of the intended challenge.

C. The formal written procurement challenge shall contain at a minimum: the vendor and the competitive procurement involved, a clear statement of the grounds on which the challenge is based, reference to the statutes, laws, ordinances or other legal authorities which the vendor deems applicable to such grounds, and the specific relief to which the vendor deems itself entitled by application of such authorities to such grounds. The vendor shall mail a copy of the notice of intent to challenge and the formal written procurement challenge to the County Administrator. The County Administrator shall, within ten (10) calendar days of receipt of the formal written procurement challenge, investigate the challenge claim. If the challenge is found to be lacking in legitimate legal grounds, or if the challenge is incorrect factually, the County Administrator shall inform the vendor of such finding. If the challenge is found to be meritorious, the County Administrator shall inform all vendors who submitted responses of such finding. In the event the challenge is not resolved to all affected parties' satisfaction, the Board shall, within a reasonable time, be presented with the written challenge and the County Administrator's findings. The procurement which is the subject of the protest shall not proceed until a final decision has been made, unless the Board makes a determination that the contract must proceed without delay to protect the substantial interests of the County. The Board's decision on the challenge shall be final.

D. Nothing herein relinquishes the County's rights to waive irregularities and formalities. Further, nothing herein shall create any rights in the unsuccessful vendor.

SECTION XI

INSURANCE REQUIREMENTS

Commercial General Liability: The RESPONDENT/VENDOR shall have and maintain throughout the duration of the Agreement Commercial General Liability (CGL) Insurance with limits of at least $1,000,000 each person/each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of at least $2,000,000. Products and completed operations aggregate shall be no less than $2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. RESPONDENT/VENDOR'S CGL insurance shall be primary with respect to the COUNTY, and contribution may not be sought from any insurance held by the COUNTY.

Business Automobile Liability: RESPONDENT/VENDOR shall have and maintain throughout the duration of the Agreement Business Automobile Liability Insurance with limits of at least $1,000,000 each person/each accident for bodily injury and property damage liability arising out of any auto (including owned, hired and non-owned autos). Contractual liability coverage shall be provided. RESPONDENT/VENDOR'S Business Automobile Liability insurance shall be primary with respect to the COUNTY, and contribution may not be sought from any insurance held by the COUNTY.

Workers Compensation: Unless exempt, RESPONDENT/VENDOR shall have and maintain throughout the duration of the Agreement Worker's Compensation Insurance in accordance with State law and Employer's Liability coverage with a limit of at least $1,000,000 each accident, $500,000 each employee, and $500,000 policy limit for disease. In case any work is subcontracted, RESPONDENT/VENDOR shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by RESPONDENT/VENDOR.

Professional Liability: The RESPONDENT/VENDOR shall purchase and maintain professional liability or malpractice insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made.

Certificates of Insurance: All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. Hendry County must be named as an additional insured on the CGL and Business Automobile Liability insurance policies.

RESPONDENT/VENDOR must provide valid certificates of insurance to the COUNTY for all policies. RESPONDENT/VENDOR will be required to provide the COUNTY, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

Sub-Consultants and Subcontractors: In the event that the RESPONDENT/VENDOR engages SUB-CONSULTANTS or SUBCONTRACTORS to assist the RESPONDENT/VENDOR in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the RESPONDENT/VENDOR shall cover all of the services or work to be provided or performed by all of the SUB-CONSULTANTS or SUBCONTRACTORS engaged by the RESPONDENT/VENDOR. However, in the event the services or work of SUB-CONSULTANTS or SUBCONTRACTORS engaged by the RESPONDENT/VENDOR are not covered by the RESPONDENT/VENDOR'S insurance policy(s), it shall be the responsibility of the RESPONDENT/VENDOR to ensure that all SUB-CONSULTANTS or SUBCONTRACTORS have fully complied with the COUNTY insurance requirements for: (1) Commercial General Liability; (2) Business Automobile Liability; (3) Worker's Compensation; or (4) Professional Liability as required and set forth in this Article.

SECTION XII

LOCAL PREFERENCE

Unless prohibited by Federal or State Statute restrictions, Hendry County may grant a purchase preference for local vendors and businesses as authorized by Hendry County Code of Ordinances, Article XI., Purchase Preference for Local Vendors and Businesses.

This project may receive state or federal funding; therefore, local vendor preference **WILL NOT** apply to this solicitation.

SECTION XIII

E- VERIFY

Vendors/Contractors:

A. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

B. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

SECTION XIV

MISCELLANEOUS

A. ***No Lobbying*****:** All respondents are hereby placed on notice that any communication, whether written or oral, with Hendry County elected officials or any County staff or outside individuals working with the County in respect to this procurement (with the exception of the Contract/Purchasing personnel designated to receive requests for interpretation or corrections or technical questions) is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any request for bids, proposals, qualifications and/or any other solicitation released by the County. To do so is grounds for immediate disqualification from the selection process. All respondents must submit the attached No Lobbying Acknowledgement with their submittal stating that they and their subcontractors, sub-consultants and other agents agree to abide by the no lobbying restrictions in order to be considered for this request. Any respondent that does not submit the required No Lobbying Acknowledgement will be automatically disqualified from further consideration.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

B. ***Collusion, Gratuities and Kickbacks:*** It shall be unethical for any respondent to collude with any other respondent or offer, give or agree to give any County Commissioner, County employee or County representative (including selection committee members) a gift, gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of the procurement process.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

C. ***Modifications:*** The County reserves the right to modify, alter or change the scope or other aspects of this solicitation.

D. ***Level Playing Field:*** The contents of this solicitation are intended to provide a level playing field on which firms or individuals may base their responses.

E. ***Public Entity Crime Affidavit:*** As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a Public Entity, may not submit a bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must

notify the County within 30 days after a conviction of a Public Entity Crime applicable to that person or to an affiliate of that person.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

F. Conflict of Interest: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their submission the name of any officer, director, employee or agent who is also a public officer, employee or an agent of the Hendry County Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer, employee or agent who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its parent companies or subsidiaries.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

G. Immigration Laws: Respondents must comply with all applicable immigration laws in their employment practices.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

H. *Activities in Certain Countries:* As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County. Respondents must certify that the respondent is not participating in a boycott of Israel.

Additionally, as provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County. Respondents must certify that the respondent is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

ATTACHMENT 1

RFP No. 2025-22 **PROPOSER'S AFFIDAVIT**

I have carefully examined this solicitation, which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to provide the services requested in the solicitation and, if awarded the project, to enter into a contract with the County. I agree that the terms and conditions of the solicitation shall take precedence over any conflicting terms and conditions submitted with my response and agree to abide by all conditions of the solicitation, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the County may not accept the response due to any exceptions.

I certify that all information contained in my response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

Name of Business	Mailing Address
	City, State & Zip Code
Authorized Signature	Telephone Number/Fax Number
Name & Title, Printed	Email Address

State of Florida
County of _____

This foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, who is personally known to me or produced _____ as identification.

_____
Signature of Notary Public – State of Florida

ATTACHMENT 2

RFP No. 2025-22 PROPOSER'S QUALIFICATION QUESTIONNAIRE

Contractor must be certified/licensed by the State of Florida prior to submitting the type of work required by this project.

SUBMITTED BY: _____ ( ) Individual
Company
_____ ( ) Partnership
Street or PO Box
_____ ( ) Corporation
City, State & Zip Code
_____ ( ) Joint Venture
Phone/Fax/Email

The undersigned guarantees the truth and accuracy of all statements and all answers to questions hereinafter made.

1. Person to Contact _____ Title _____

Telephone # _____ Fax #_____Email _____

2. How many years has your organization been in business as a licensed Contractor under your present name:_____ Year established :_____

3. Under what other names has your organization operated? _____

_____

4. List below the names, titles and addresses of officers, owners and partners:

_____

_____

5. Prepare a list as indicated on Attachment 3 – Completed Contracts (attached) of this type your organization has completed.

6. Prepare a list as indicated on Attachment 4 – Current Contracts (attached) of this type that your organization is currently engaged in.

Have you ever failed to complete any work awarded to you? _____

When? _____

Where? _____

Why? _____

RFP No. 2025-22

ATTACHMENT 3
COMPLETED CONTRACTS

1. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

ATTACHMENT 3
COMPLETED CONTRACTS
(Continued)

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

RFP No. 2025-22

ATTACHMENT 4
CURRENT CONTRACTS

1. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

ATTACHMENT 4
CURRENT CONTRACTS
(Continued)

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

ATTACHMENT A

RFP No. 2025-22 NO LOBBYING ACKNOWLEDGEMENT

_____ is the authorized representative of

_____,

(Name of contractor, firm or individual)

vendor to the subject solicitation issued by Hendry County. The vendor and any of its agents agrees to abide by the Hendry County no lobbying restrictions in regard to this solicitation.

_____ _____

Date Signature

ATTACHMENT B

RFP No. 2025-22 ANTI-COLLUSION & NO GIFTS AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

_____ being first duly sworn, deposes and says that he/she is the authorized representative of _____ (name of respondent) and certifies as true the following statements.

Anti-collusion statement: The respondent has not divulged to, discussed, or compared his/her/its submission with other respondents and has not colluded with any other respondent or party to the solicitation whatsoever.

No gifts statement: The respondent understands that no rebates, gifts, gratuities or offers of employment are permitted with, prior to, or after the submission. Any such violation will result in rejection of the submission and removal from the procurement list(s).

_____
Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by _____.

_____
Signature of Notary Public
State of Florida

(stamp)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT C

RFP No. 2025-22 PUBLIC ENTITY CRIME AFFIDAVIT

Public Entity Crime Affidavit: As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA

by:_____

(print individual's name and title)

for: _____

(print name of entity submitting sworn statement) whose business address is:

_____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   A. A predecessor or successor of a person convicted of a public entity crime; or

   B. An entity under the control of any natural person who is active in the management of the

entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

    ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

    ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

    ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Affiant

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by _____.

_____
Signature of Notary Public

(stamp) State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

SEAL OR STAMP

ATTACHMENT D

RFP No. 2025-22 CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

_____ being first duly sworn, deposes and says that he/she is the authorized representative of _____
_____ (Name of contractor, firm or individual)
and certifies as true the following statements:

For purposes of determining any possible conflict of interest, all respondents must disclose if any Hendry County Board of County Commissioners' employee(s), elected official(s), or any of its agents is also an owner (5% or greater interest), corporate officer, director, employee, agent, etc., of their business.

Indicate either "yes" (a county employee, elected official or agent is associated with your business) or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____	NO _____
Name(s)	Position(s)

_____

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____,

2025, by _____.

_____

Signature of Notary Public

(stamp) State of Florida

ATTACHMENT E

RFP No. 2025-22 **IMMIGRATION LAW AFFIDAVIT**

Hendry County will not intentionally award county contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Hendry County may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Hendry County.

_____ being first duly sworn, deposes and says that he/she is the authorized representative of _____
(Name of contractor, firm or individual)
and certifies as true that this business is fully compliant with all applicable immigration laws, specifically relating to the INA and subsequent amendments.

STATE OF FLORIDA
COUNTY OF _____

_____

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____,

2025, by _____.

_____

Signature of Notary Public

(stamp) State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT F

RFP No. 2025-22 DRUG-FREE WORKPLACE AFFIDAVIT

THE BELOW SIGNED respondent CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services associated with this project a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services associated with this project, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

   As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____

Affiant

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by _____.

_____

Signature of Notary Public

(stamp) State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT G

RFP No. 2025-22 **EXCEPTIONS TO SOLICITATION**

Each respondent may submit this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if respondent is unable to supply the specified item or chooses to provide the specified item in an alternative manner. The County shall be the sole judge of a proposed substitution equivalency.

Specification	Page	Item	Not Available/Explanation

ATTACHMENT H

RFP No. 2025-22 AFFIDAVIT CONCERNING BOYCOTTS OF ISRAEL

As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.135(5)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA

   by:_____

   (print individual's name and title)

   for:_____

   (print name of entity submitting sworn statement)

   whose business address is: _____.

2. I understand that a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

3. I also understand that a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

4. Based on information and belief, the statement which I have marked below is true in relation to

the entity submitting this sworn statement. (Indicate which statement applies.)

☐ The entity **is not** participating in a boycott of Israel, **is not** on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and **does not** have business operations in Cuba or Syria.

☐ The entity **is** participating in a boycott of Israel, **is** on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it **has** business operations in Cuba or Syria.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn to and subscribed before me this _____ day of _____, 2025.

Personally known _____ OR Type of Identification Produced: _____

_____

Notary Public – State of Florida_____

My Commission Expires: _____

SEAL OR STAMP

ATTACHMENT I

RFP No. 2025-22 IDEMNIFICATION CONTRACT CLAUSE ACKNOWLEDGEMENT

The RESPONDENT/VENDOR shall fully indemnify, defend, and hold harmless the Florida Department of Agriculture and Consumer Services, herein referred to as the DEPARTMENT, from any suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellection property right, provided, however, the foregoing obligation shall not apply to the DEPARTMENT's misuse or modification of the VENDOR's products or DEPARTMENT's operation or use of the VENDOR's product in a manner not contemplated by the agreement. If any product is the subject of an infringement suit, or in the VENDOR's opinion is likely to become the subject of such a suit, the VENDOR at its sole expense shall procure for the DEPARTMENT the right to continue using the product or to modify it to become noninfringing. If the VENDOR is not reasonably able to modify or otherwise secure for the DEPARTMENT the right to continue using the product, the VENDOR shall remove the product and refund the DEPARTMENT the amounts paid in excess of a reasonable rental for past use. The DEPARTMENT shall not be liable for any royalties.

The VENDOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the VENDOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The VENDOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the WORK, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

_____ _____

Date Signature

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This contract is part of a Federal Emergency Management Agency (FEMA) funding agreement and the following provisions apply:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

ATTACHMENT K

RFP No. 2025-22 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

(1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

_____

Signature

_____

Name and Title

_____

Street Address

_____

City, State, Zip

_____

Date

ATTACHMENT L

RFP No. 2025-22 UNIT RATE PRICE SCHEDULE

1. Right-of-Way Clearing and removing debris from the public right-of-way, streets and roads and Private Property Debris Removal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

ZONE 1 - CITY OF CLEWISTON

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ _____ per cubic yard for 0-5 miles, one-way haul

$ _____ per cubic yard for 5.1-10 miles, one-way haul

$ _____ per cubic yard for 10.1-15 miles, one way haul

$_____ per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ _____ per cubic yard for 0-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

$ _____ per cubic yard for 60.1-90 miles, one way haul

$_____per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24” diameter and up, but less than 36” diameter: $ _____ each

36” diameter and up, but less than 48” diameter: $ _____ each

48” diameter and up, but less than 72” diameter: $ _____ each

Equal to or greater than 72” diameter: $ _____each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ _____ cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$_____ per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24": $ _____ per tree

* 24 – 36": $ _____ per tree

* Greater than 36": $ _____ per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ _____ per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ _____ per linear foot

Ditch width 4.1 – 8.0 feet: $ _____ per linear foot

Ditch width 8.1 – 12.0 feet: $ _____ per linear foot

Ditch width 12.1 – 16.0 feet: $ _____ per linear foot

Ditch width 16.1 – 20.0 feet: $ _____ per linear foot

Ditch width 20.1 feet or greater: $ _____ per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $_____ per cubic yard

1.A.7 Loading and hauling of white goods.

$ _____ per unit

Removal and proper disposal of Freon.

$ _____ per unit

ZONE 2 - CITY OF LABELLE

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ _____ per cubic yard for 0-5 miles, one-way haul

$ _____ per cubic yard for 5.1-10 miles, one-way haul

$ _____ per cubic yard for 10.1-15 miles, one way haul

$ _____ per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ _____ per cubic yard for 0-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

$ _____ per cubic yard for 60.1-90 miles, one way haul

$_____ per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24” diameter and up, but less than 36” diameter: $ _____ each

36” diameter and up, but less than 48” diameter: $ _____ each

48” diameter and up, but less than 72” diameter: $ _____ each

Equal to or greater than 72” diameter: $ _____ each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ _____ cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$_____ per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24”: $ _____ per tree

* 24 – 36”: $ _____ per tree

* Greater than 36”: $ _____ per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ _____ per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ _____ per linear foot

Ditch width 4.1 – 8.0 feet: $ _____ per linear foot

Ditch width 8.1 – 12.0 feet: $ _____ per linear foot

Ditch width 12.1 – 16.0 feet: $ _____ per linear foot

Ditch width 16.1 – 20.0 feet: $ _____ per linear foot

Ditch width 20.1 feet or greater: $ _____ per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $_____ per cubic yard

1.A.7 Loading and hauling of white goods.

$ _____ per unit

Removal and proper disposal of Freon.

$ _____ per unit

ZONE 3 - EASTERN UNINCORPORATED HENDRY COUNTY

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ _____ per cubic yard for 0-5 miles, one-way haul

$ _____ per cubic yard for 5.1-10 miles, one-way haul

$ _____ per cubic yard for 10.1-15 miles, one way haul

$_____ per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ _____ per cubic yard for 0-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

$ _____ per cubic yard for 60.1-90 miles, one way haul

$_____ per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24” diameter and up, but less than 36” diameter: $ _____ each

36” diameter and up, but less than 48” diameter: $ _____ each

48” diameter and up, but less than 72” diameter: $ _____ each

Equal to or greater than 72” diameter: $ _____ each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ _____ cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$ _____ per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24”: $ _____ per tree

* 24 – 36”: $ _____ per tree

* Greater than 36”: $ _____ per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ _____ per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ _____ per linear foot

Ditch width 4.1 – 8.0 feet: $ _____ per linear foot

Ditch width 8.1 – 12.0 feet: $ _____ per linear foot

Ditch width 12.1 – 16.0 feet: $ _____ per linear foot

Ditch width 16.1 – 20.0 feet: $ _____ per linear foot

Ditch width 20.1 feet or greater: $ _____ per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $_____ per cubic yard

1.A.7 Loading and hauling of white goods.

$ _____ per unit

Removal and proper disposal of Freon.

$ _____ per unit

ZONE 4 - WESTERN UNINCORPORATED HENDRY COUNTY

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ _____ per cubic yard for 0-5 miles, one-way haul

$ _____ per cubic yard for 5.1-10 miles, one-way haul

$ _____ per cubic yard for 10.1-15 miles, one way haul

$ _____ per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ _____ per cubic yard for 0-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

$ _____ per cubic yard for 60.1-90 miles, one way haul

$_____ per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24” diameter and up, but less than 36” diameter: $ _____ each

36” diameter and up, but less than 48” diameter: $ _____ each

48” diameter and up, but less than 72” diameter: $ _____ each

Equal to or greater than 72” diameter: $ _____ each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ _____ cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$_____ per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24”: $ _____ per tree

* 24 – 36”: $ _____ per tree

* Greater than 36”: $ _____ per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ _____ per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ _____ per linear foot

Ditch width 4.1 – 8.0 feet: $ _____ per linear foot

Ditch width 8.1 – 12.0 feet: $ _____ per linear foot

Ditch width 12.1 – 16.0 feet: $ _____ per linear foot

Ditch width 16.1 – 20.0 feet: $ _____ per linear foot

Ditch width 20.1 feet or greater: $ _____ per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $_____ per cubic yard

1.A.7 Loading and hauling of white goods.

$ _____ per unit

Removal and proper disposal of Freon.

$ _____ per unit

2. Management and operation of DMS to accept, process, and reduce disaster related debris.

ZONE 1 - CITY OF CLEWISTON

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

$ _____ per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

$ _____ per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

$ _____ per cubic yard for 0-15 miles, one-way haul

$ _____ per cubic yard for 15.1-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

ZONE 2 - CITY OF LABELLE

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

$ _____ per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

$ _____ per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

$ _____ per cubic yard for 0-15 miles, one-way haul

$ _____ per cubic yard for 15.1-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

ZONE 3 - EASTERN UNINCORPORATED HENDRY COUNTY

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

$ _____ per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

$ _____ per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

$ _____ per cubic yard for 0-15 miles, one-way haul

$ _____ per cubic yard for 15.1-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

ZONE 4 - WESTERN UNINCORPORATED HENDRY COUNTY

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

$ _____ per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

$ _____ per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

$ _____ per cubic yard for 0-15 miles, one-way haul

$ _____ per cubic yard for 15.1-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

EMERGENCY ROAD CLEARANCE
ZONE 1 - CITY OF CLEWISTON

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ _____
Bucket Truck – 50 ft.	Hour	$ _____
Bucket Truck – 50 ft. to 75 ft.	Hour	$ _____
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ _____
Crane – Up to 15 ton	Hour	$ _____
Crane – 30-49 tons	Hour	$ _____
Crane – 50 ton or larger	Hour	$ _____
Crane – 100 ton	Hour	$ _____
Dozer – CAT D4	Hour	$ _____
Dozer – CAT D6	Hour	$ _____
Dozer – CAT D7	Hour	$ _____
Dozer – CAT D8	Hour	$ _____
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ _____
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ _____
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ _____
Dump Truck – 16-30 CY	Hour	$ _____
Dump Truck – 31-60 CY	Hour	$ _____
Dump Truck – 61-100 CY	Hour	$ _____
Dump Truck – Trailer 24-40 CY	Hour	$ _____
Dump Truck – Trailer 41-60 CY	Hour	$ _____
Dump Truck – Trailer 50-80 CY	Hour	$ _____
Equipment Transports	Hour	$ _____
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ _____
Excavator – CAT 320	Hour	$ _____
Excavator – CAT 325	Hour	$ _____
Excavator – CAT 330	Hour	$ _____
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ _____
Forklift – Extends Boom w/ Debris Grapple	Hour	$ _____
Fuel Truck (1000 gallon)	Hour	$ _____
Light Plant - Portable	Hour	$ _____

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ _____
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ _____
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ _____
Loader – Knuckle Boom – 216 Prentice	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ _____
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ _____
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ _____
Loader – Trackhoe 690 JD or equal	Hour	$ _____
Loader – Wheel, CAT 955	Hour	$ _____
Loader – Wheel, CAT 966	Hour	$ _____
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ _____
Motor Grader – CAT 125-140 HP	Hour	$ _____
Passenger Car	Hour	$ _____
Passenger Van	Hour	$ _____
Power Screen	Hour	$ _____
Stump Grinder / Vermeer 252	Hour	$ _____
Trackhoe – CAT 320	Hour	$ _____
Tractor – Box Blade	Hour	$ _____
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ _____
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ _____
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ _____
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ _____
Tub Grinder – 300-400	Hour	$ _____
Tub Grinder – Horz., Diamond Z or equal	Hour	$ _____

ZONE 2 - CITY OF LABELLE

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ _____
Bucket Truck – 50 ft.	Hour	$ _____
Bucket Truck – 50 ft. to 75 ft.	Hour	$ _____
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ _____
Crane – Up to 15 ton	Hour	$ _____
Crane – 30-49 tons	Hour	$ _____
Crane – 50 ton or larger	Hour	$ _____
Crane – 100 ton	Hour	$ _____
Dozer – CAT D4	Hour	$ _____
Dozer – CAT D6	Hour	$ _____
Dozer – CAT D7	Hour	$ _____
Dozer – CAT D8	Hour	$ _____
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ _____
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ _____
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ _____
Dump Truck – 16-30 CY	Hour	$ _____
Dump Truck – 31-60 CY	Hour	$ _____
Dump Truck – 61-100 CY	Hour	$ _____
Dump Truck – Trailer 24-40 CY	Hour	$ _____
Dump Truck – Trailer 41-60 CY	Hour	$ _____
Dump Truck – Trailer 50-80 CY	Hour	$ _____
Equipment Transports	Hour	$ _____
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ _____
Excavator – CAT 320	Hour	$ _____
Excavator – CAT 325	Hour	$ _____
Excavator – CAT 330	Hour	$ _____
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ _____
Forklift – Extends Boom w/ Debris Grapple	Hour	$ _____
Fuel Truck (1000 gallon)	Hour	$ _____
Light Plant - Portable	Hour	$ _____

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ _____
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ _____
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ _____
Loader – Knuckle Boom – 216 Prentice	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ _____
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ _____
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ _____
Loader – Trackhoe 690 JD or equal	Hour	$ _____
Loader – Wheel, CAT 955	Hour	$ _____
Loader – Wheel, CAT 966	Hour	$ _____
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ _____
Motor Grader – CAT 125-140 HP	Hour	$ _____
Passenger Car	Hour	$ _____
Passenger Van	Hour	$ _____
Power Screen	Hour	$ _____
Stump Grinder / Vermeer 252	Hour	$ _____
Trackhoe – CAT 320	Hour	$ _____
Tractor – Box Blade	Hour	$ _____
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ _____
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ _____
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ _____
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ _____
Tub Grinder – 300-400	Hour	$ _____
Tub Grinder – Horz., Diamond Z or equal	Hour	$ _____

ZONE 3 - EASTERN UNINCORPORATED HENDRY COUNTY

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ _____
Bucket Truck – 50 ft.	Hour	$ _____
Bucket Truck – 50 ft. to 75 ft.	Hour	$ _____
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ _____
Crane – Up to 15 ton	Hour	$ _____
Crane – 30-49 tons	Hour	$ _____
Crane – 50 ton or larger	Hour	$ _____
Crane – 100 ton	Hour	$ _____
Dozer – CAT D4	Hour	$ _____
Dozer – CAT D6	Hour	$ _____
Dozer – CAT D7	Hour	$ _____
Dozer – CAT D8	Hour	$ _____
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ _____
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ _____
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ _____
Dump Truck – 16-30 CY	Hour	$ _____
Dump Truck – 31-60 CY	Hour	$ _____
Dump Truck – 61-100 CY	Hour	$ _____
Dump Truck – Trailer 24-40 CY	Hour	$ _____
Dump Truck – Trailer 41-60 CY	Hour	$ _____
Dump Truck – Trailer 50-80 CY	Hour	$ _____
Equipment Transports	Hour	$ _____
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ _____
Excavator – CAT 320	Hour	$ _____
Excavator – CAT 325	Hour	$ _____
Excavator – CAT 330	Hour	$ _____
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ _____
Forklift – Extends Boom w/ Debris Grapple	Hour	$ _____
Fuel Truck (1000 gallon)	Hour	$ _____
Light Plant - Portable	Hour	$ _____

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ _____
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ _____
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ _____
Loader – Knuckle Boom – 216 Prentice	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ _____
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ _____
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ _____
Loader – Trackhoe 690 JD or equal	Hour	$ _____
Loader – Wheel, CAT 955	Hour	$ _____
Loader – Wheel, CAT 966	Hour	$ _____
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ _____
Motor Grader – CAT 125-140 HP	Hour	$ _____
Passenger Car	Hour	$ _____
Passenger Van	Hour	$ _____
Power Screen	Hour	$ _____
Stump Grinder / Vermeer 252	Hour	$ _____
Trackhoe – CAT 320	Hour	$ _____
Tractor – Box Blade	Hour	$ _____
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ _____
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ _____
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ _____
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ _____
Tub Grinder – 300-400	Hour	$ _____
Tub Grinder – Horz., Diamond Z or equal	Hour	$ _____

ZONE 4 - WESTERN UNINCORPOATED HENDRY COUNTY

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ _____
Bucket Truck – 50 ft.	Hour	$ _____
Bucket Truck – 50 ft. to 75 ft.	Hour	$ _____
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ _____
Crane – Up to 15 ton	Hour	$ _____
Crane – 30-49 tons	Hour	$ _____
Crane – 50 ton or larger	Hour	$ _____
Crane – 100 ton	Hour	$ _____
Dozer – CAT D4	Hour	$ _____
Dozer – CAT D6	Hour	$ _____
Dozer – CAT D7	Hour	$ _____
Dozer – CAT D8	Hour	$ _____
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ _____
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ _____
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ _____
Dump Truck – 16-30 CY	Hour	$ _____
Dump Truck – 31-60 CY	Hour	$ _____
Dump Truck – 61-100 CY	Hour	$ _____
Dump Truck – Trailer 24-40 CY	Hour	$ _____
Dump Truck – Trailer 41-60 CY	Hour	$ _____
Dump Truck – Trailer 50-80 CY	Hour	$ _____
Equipment Transports	Hour	$ _____
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ _____
Excavator – CAT 320	Hour	$ _____
Excavator – CAT 325	Hour	$ _____
Excavator – CAT 330	Hour	$ _____
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ _____
Forklift – Extends Boom w/ Debris Grapple	Hour	$ _____
Fuel Truck (1000 gallon)	Hour	$ _____
Light Plant - Portable	Hour	$ _____

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ _____
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ _____
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ _____
Loader – Knuckle Boom – 216 Prentice	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ _____
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ _____
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ _____
Loader – Trackhoe 690 JD or equal	Hour	$ _____
Loader – Wheel, CAT 955	Hour	$ _____
Loader – Wheel, CAT 966	Hour	$ _____
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ _____
Motor Grader – CAT 125-140 HP	Hour	$ _____
Passenger Car	Hour	$ _____
Passenger Van	Hour	$ _____
Power Screen	Hour	$ _____
Stump Grinder / Vermeer 252	Hour	$ _____
Trackhoe – CAT 320	Hour	$ _____
Tractor – Box Blade	Hour	$ _____
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ _____
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ _____
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ _____
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ _____
Tub Grinder – 300-400	Hour	$ _____
Tub Grinder – Horz., Diamond Z or equal	Hour	$ _____

Authorized Signature:_____

Date:_____

RFP No. 2025-22

EXHIBIT "A"
SAMPLE RANKING SHEET

RFP #2025-22, Disaster Debris Removal and Disposal Services

RFP Number and Title		Qualifications/Ability Evaluation	Anticipated Delivery of Services	Prive Evaluation	Total	Rank
Reviewer	Applicant	25 Points	20 Points	55 Points	100 Points	
Selection Committee Member #1	Firm #1					
	Firm #2					
Selection Committee Member #2	Firm #1					
	Firm #2					
Selection Committee Member #3	Firm #1					
	Firm #2					
Selection Committee Member #4	Firm #1					
	Firm #2					
Selection Committee Member #5	Firm #1					
	Firm #2					

Ordinal Score

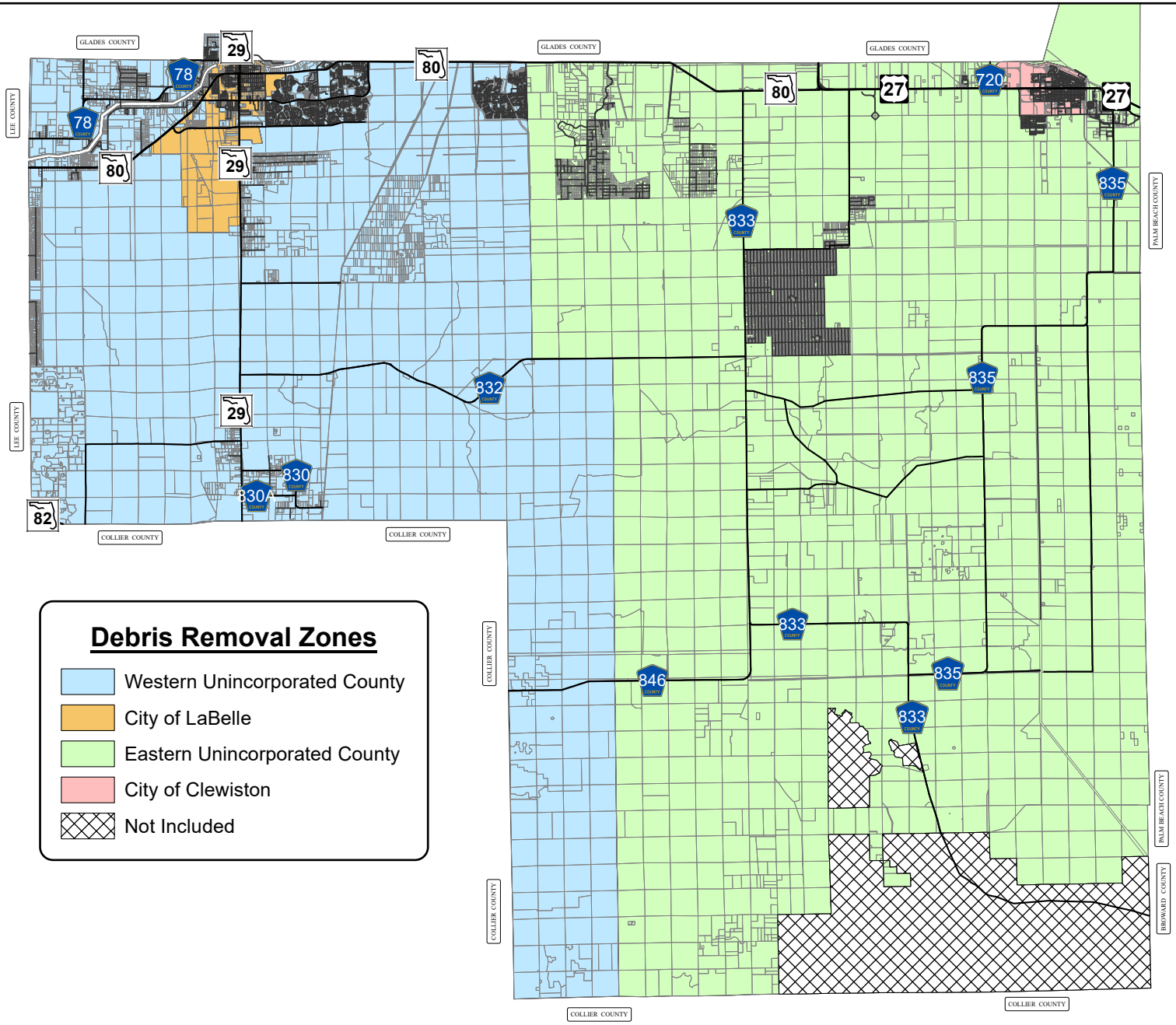
Company	Selection Committee Member #1	Selection Committee Member #2	Selection Committee Member #3	Selection Committee Member #4	Total	Rank
Firm #1						
Firm #2						

Total Points - Tie-Breaker (if required)

Company	Selection Committee Member #1	Selection Committee Member #2	Selection Committee Member #3	Selection Committee Member #4	Total	Rank
Firm #1						
Firm #2						

EXHIBIT "B"
DEBRIS REMOVAL ZONES
LOCATION MAP

NEXT PAGE



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Hendry County Debris Removal Zones

Debris Removal Zones.PDF

May 21, 2025

HENDRY COUNTY GIS DEPARTMENT

STEVEN L. McCORMICK, COORDINATOR

EXHIBIT "C"

RFP No. 2025-22 FEMA STUMP CONVERSION TABLE

Diameter to Volume Capacity

FEMA quantifies the amount of cubic yards of debris for each size of stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46{,}656}$$

0.7854 is one-fourth Pi and is a constant.
46,656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

Stump diameter measured 2 feet up from the ground
Stump diameter to root-ball diameter ratio of 1:3.6
Root-ball height of 31 inches

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

NEXT PAGE

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT "B"











DISASTER RESPONSE

ORIGINAL

RFP No. 2025-22
Disaster Debris Removal and Disposal Services for Hendry County, The City of Clewiston, and The City of Labelle

1923
Hendry County
"Sweet, Friendly...Country"

Due: July 18, 2025

2:00 pm

Greg Gathers, President/CEO
4011 SW 29th St. #130 Topeka, KS 66614
Office (785) 478-9805 | Fax (785) 478-4195
ggathers@ctcdisaster.com | www.ctcdisaster.com

Office Locations in Kansas, Alabama, Florida, Texas

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INTRODUCTION

TRANSMITTAL LETTER

Clerk of Circuit Court,
Attn: Kimberley Barrineau
Hendry County Administration Building
LaBelle, FL 33975

CTC Disaster Response, Inc. (CTC), formerly known as Custom Tree Care, Inc., is pleased to submit our proposal for "RFP No. 2025-22, Disaster Debris Removal and Disposal Services for Hendry County, The City of Clewiston, and The City of Labelle" for your consideration. CTC has been in business for over 26 years and has completed over $200,000,000 in Tree and Debris Removal Operations with combined Executive and Management team experience of over 70 years. CTC has operated as prime contractor in the recovery of over 250 projects in 30 states performing ROW Debris Removal, Forestry Mulching/ Land Clearing, Tree Trimming and Removal, PPDR, Waterway and Marine Debris Removal, TDS Reduction and Management, and other specialty types of debris removal. We meet or exceed all the requirements of this Solicitation .

CTC is registered to do business in the Great State of Florida and has never failed to complete a project nor defaulted on any contract. We hold ourselves to the highest standards of quality and professionalism. Our past performance is excellent, and we will strictly adhere to all requirements of this project. CTC has completed several contracts of this nature in the past for DOT's, School Districts, Municipalities (cities and towns), counties, states, and the federal government.

Our staff is trained in USACE, OSHA, ANSI and FEMA standards and all work practices will conform to these standards. If awarded, we will provide all additional documentation required. We look forward to the opportunity to serve your needs.

Respectfully,

Greg Gathers

Greg Gathers
President/CEO
ISA & KAA Certified Arborist
(MW-4172A)

The following individuals have the authority to bind CTC Disaster Response, Inc. in all representations of this proposal:

Greg Gathers, President/CEO

(785)221-7550

ggathers@ctcdisaster.com

Maura Gathers, Executive Vice President/ CAO

(785) 383-7747

mgathers@ctcdisaster.com

Jeremy Britton, Chief Operating Officer

(256)749-4886

jbritton@ctcdisaster.com

PROJECT APPROACH

PRE-EVENT PREPERATION

Having accumulated extensive expertise in responding to disaster debris-generating incidents nationwide, CTC has strategically crafted a comprehensive approach that includes both pre-event planning and post-event operations. This strategy is built upon the principle that critical thinking is most proficient on "blue sky days," when ample time allows us to thoroughly assess alternative scenarios. As a result, we can work together to develop a “Project Checklist” to effectively navigate the initial days following a catastrophic event, aptly referred to as the "black sky day."

Pre-Event Planning:

- Identify and introduce, in person, the CTC Project Team to your staff so that when we are required to work together, we have already established our professional relationship and rapport.
- Review with your staff, in detail, the most recent update of the Debris Management Plan to ensure that we understand completely your plan of attack and have those base maps first required in current order.
- Drive essential roadways to conceptualize potential debris type and volume
- Review the identified Temporary Debris Staging and Reduction Sites and the preliminary design established.
- Review both your and our Communications Plan to ensure they are compatible and afford interoperability.
- Conduct and/or participate in tabletop and functional exercises focused on managing the volumes of documentation required for reimbursement of eligible damage costs.
- Participate in all other training and exercises as you may direct.
- Conduct on-site classroom training utilizing the FEMA Emergency Management Institute Independent Study Programs for Debris Management, National Incident Management System/Incident Command System (NIMS/ICS), the Public Assistance Program and all updates/new policies and procedures.
- Applicants with a FEMA-accepted Debris Management Plan at the time of an event can increase the effectiveness of its debris management operations. Specifically, a Debris Management Plan should improve an Applicant's ability to complete debris removal within the timelines associated with the sliding scale. Applicants may request a one-time, 2% increased Federal cost share incentive.
- FEMA's requirements to receive this incentive are that the Applicant must:
    - Have a FEMA-accepted Debris Management Plan.
    - Have a pre-qualified debris removal contractor.
- Debris Management Plan should include the following:
    - Debris Management Overview
    - Incidents and Assumptions
    - Debris Collection and Removal Plan
    - Debris Removal from Private Property
    - Public Information
    - Health and Safety Requirements
    - Environmental Considerations and other Regulatory Requirements
    - Temporary Debris Management Sites and Disposal Locations
    - Force Account or Contract Resources and Procurement
    - Monitoring of Debris Operations

Alert Stage:

- As a potential debris-generating weather event approaches, CTC will be in communication with your staff to ensure that our Communication Plans are in current order, and we will begin to alert our Project Team, local area subcontractors, and out-of-area subcontractors that their services may be required in the near future.
- As the weather event track is established and the real potential for landfall in an area that may damage your area is established, and at your direction, CTC will mobilize our Project Manager and emergency road clearance crews and equipment to pre-stage at the Operations Base Camp. This will allow for and ensure an immediate damage assessment and mobilization of crews and equipment to those areas previously identified for emergency road clearance operations.

Post-Event Operations:

The Preliminary Damage Assessment and Emergency Road Clearance operations will begin as soon as wind speeds fall below gale force. Depending upon the severity of damage, additional crews and equipment will be pre-staged just beyond the anticipated damage zone and will be mobilized. It is expected that the majority of the emergency road clearance crews and equipment will be CTC's own and those available from local area subcontractors.

- Emergency Road Clearance will start along the primary transportation routes
- Temporary Debris Sites, crew and equipment check-in locations, and the availability of housing and camping areas will be inspected to ascertain their availability for immediate/near future use. This information will then be relayed to our Logistics Manager.
- During this phase, our crews will be available, at a minimum from sun-up to sun-down. If required, work will continue after dark if it can be performed safely.
- Documentation for work performed will be kept on a time and materials basis, utilizing the hourly rates schedules included in the contract. Each morning, a report of the previous days' work will be made to Your Project Manager and include: all labor hours broken down by category; all equipment hours broken down by type and category; and the road segments that have been opened to a minimum of one lane of traffic in each direction. Cumulative summary reports will be made as requested.
- As the volume of debris to be managed is estimated, mobilization will begin of additional crews and equipment required during the initial stages of removal. These crews and equipment will stage in close proximity to be ready for immediate deployment upon completion of the road clearance, and as directed by your POC.
- Estimated Time Frame: 70 Hours (maximum)

Post-Event Operations: Debris Removal, Reduction and Disposal:

- During the initial stages of debris removal operations, your staff and CTC will determine what zones and sectors are to be cleared in a prioritized order. This establishment of priorities is important in that it allows you, the Monitors, and our crews and equipment to arrive on-scene in a scheduled manner. This is the "ramp up" stage of operations.
- As crews, equipment and monitors are being assigned to debris removal work areas, the CTC Project Team members will continue to work with Your staff to inspect the damages areas for hazardous waste materials; critical drainage ways and navigable waterways that require immediate attention to mitigate further damages; the presence of abandoned automobiles and watercraft that may impede debris operations; In some instances, the of beach sand that has been washed onto private property and roads; and any other elements of destruction that will/may impact or disrupt debris removal operations.
- The CTC Project Team and your staff will also review the need for identification card badges for crew members
- The CTC Project Team will work closely with the local landfills to construct additional entrances at the landfills to support unusually heavy traffic volume. Without these additional infrastructure elements, long wait times will be encountered and severely disrupt the timeliness of debris removal operations.
- If a part of the contract language, **vehicles** and **vessels** that are abandoned or displaced will each be recovered, moved to a staging/salvage yard, the owner identified and notification made, inspected by their respective owners' insurance agent prior to final disposal methods being determined.
- **White goods** will be segregated from other debris and taken to a staging area at the TDS, where they will be first inspected for the presence of Freon or other coolants, gases, oils and putrefied foods. These potentially hazardous materials will be recovered by an appropriately licensed subcontractor prior to disposal at a recycling facility.
- **Household hazardous wastes (HHW)** will be segregated at the pick-up point prior to removal by a separate crew. This waste will then be disposed of at an appropriately licensed landfill. A separate, bermed, lined and covered temporary staging area will be constructed at each TDSRS for segregation of HHW that is inadvertently delivered. Removal and disposal will be on an as-needed basis.
- **Construction and Demolition (C&D) debris** will be segregated as much as practicable at the pick-up point, prior to loading for hauling to the appropriately licensed landfill for final disposal.
- **Hazardous limbs, hazardous trees and hazardous stumps** require proper identification and documentation. This information and documentation is required by FEMA for maximum reimbursement of eligible costs and will be accomplished by the Monitor. Once this data is gathered, and hazardous limbs, trees and stumps are authorized for removal, CTC crews will cut, remove, and load for hauling to the TDSRS for volume reduction.
- **Vegetative debris** will be loaded from the public rights-of-way, hauled to the TDS where volume reduction will be accomplished by mulching/grinding and/or burning/incineration. By-products from the reduction process may be used by the Your, gated communities, golf courses, or general recreation areas for landscape purposes, sold to an area paper products company or general manufacturing plant for use as boiler or "hog" fuel, or as the last resort sent to a lawfully permitted local landfill for use as daily cover.
- **Documentation** of debris removal, reduction, recycling, and disposal operations will be primarily by load tickets and based on the cubic yard method of measurement. Daily, cumulative, and summary reports will be made to you. Additional reports detailing completion of passes; numbers of vehicles and/or vessels removed; numbers of white goods managed; and numbers of leaning trees removed, hanging hazardous limbs cut, hazardous stumps removed; and volume of household hazardous waste removed will be generated and provided as you request.

Resources:

In the case of a major catastrophic event, CTC is on ready and standby for immediate call and can be mobilized within 24 hours following a Notice to Proceed. In addition, CTC maintains an active database of subcontractors from across the nation, the majority of whom have worked with our Project Teams on past debris removal operations. This database contains subcontractors who assist us with trucks and trailers of varying sizes, heavy equipment, CDL drivers, heavy equipment operators, mechanics, skilled and unskilled labor, administrative assistants, clerical staff, contract specialists, on-site fuel delivery, generators, temporary housing, laundry and catering services, hazardous waste specialists, water-borne debris removal specialists, and arborist services.

PRE-EVENT COORDINATION RESPONSE TIME

Due to our experience with rapid mobilization and the need for communication with our contracting partners, CTC has developed procedures to minimize the time necessary to respond to a disaster. We can mobilize the required number of crews and personnel within 24 hours of a Notice to Proceed. In the instance of hurricanes, especially for preposition contracts, response time is even faster.

During hurricane season, CTC, Inc. closely watches the buildup of potential tropical storms or hurricanes. As a storm approaches a location for which we have a preposition contract, we will begin placing staff on alert and pre-positioning both staff and equipment. The Regional Manager nearest that location will be responsible for coordinating those efforts.

The pre-positioned resources will
:

- Be located as close to the potential impact area as possible without putting them in harm's way.
- Have recovery equipment immediately accessible to our contracting partners. We take into consideration that damaged by the storm obviously affects the timely response capability.
- Provide local experienced subcontractors who are on standby and alert and will provide details on their resources that can be deployed immediately upon request.

As the storm nears landfall, and the potential impact on the area becomes more refined, Our Management Team and specialists will:

- Make an initial assessment of the size of the potential debris issues.
- Decide what additional resources may be needed, based on that previous assessment.
- Determine how those resources will be deployed.
- Transmit information to potential subcontractors. In most catastrophic events, our prime subcontractors are familiar with the procedure and headed to the affected areas.
- Provide a buildup of resources over a short period of time as needed. Until the immediate response agencies (law enforcement, fire departments, etc.) provide approval, there will be a limitation on the amount of debris removal equipment that can be moved into an area and what operations can be initiated.

Immediate Debris Operations:

We have in-house resources to begin debris operations almost immediately, especially emergency debris clearance (moving debris to the sides of the roads and streets to allow access of emergency vehicles). As the information regarding the extent of the debris impact areas becomes more exact, the amount and type(s) of equipment required to conduct an efficient operation will become more refined.

This general procedure ensures that, in the event of a hurricane (or other disaster that provides some warning), we can have trained, experienced personnel with appropriate equipment on site and working in a minimum amount of time – regardless of the location of that disaster.

In the immediate aftermath of a disaster for which there was no warning (tornado, earthquake, bombing), the deployment procedures developed and used by us still minimize the time required to adequately respond. All equipment is maintained in a ready-to-deploy condition. Personnel are accustomed to short notice, and the internal communications system used by us ensures that key personnel are readily available. In most instances, we can be operational on-site within 24 hours, often before access is permitted to portions of the damaged area. Frequently, that time is much less than 24 hours after receipt of a Notice to Proceed.

We understand the necessity to begin debris operations quickly and conduct them efficiently.

TECHNICAL APPROACH POST DISASTER

Mobilization Plan:

This Mobilization Plan outlines the approach strategy that CTC, Inc. uses after a state of disaster. We fully recognize and comprehend that it is our pre-emptive duty to ensure sure that this plan is carried out in a time of emergency when you may have no way to communicate with us. Therefore, we assume the responsibility of being able to move into the impacted area and carry out our assigned mission, with full capability, no matter how severe the damage may be.
Our years of experience tell us that when equipment is brought in from multiple different directions, including right here in your community, we can provide a more expedient mobilization. With a pre-event contract in place, we can plan in advance to call resources in from numerous different locations, and via numerous different routes of entry.
Our subcontractors, who are local to your area, are experienced and aware of the needs of CTC, Inc. They become integral members of our advance planning team. Their input and area knowledge are called up during both advance planning, and post-event response operations.

For those events that impact is forecast (hurricanes, tropical storms, ice storms, and floods) there is advance warning and an ability to monitor and track the developing weather pattern. For these predictable events, sufficient time is allowed for confirmation of situation-specific pre-planning efforts and preparation which ultimately allows for a more rapid and coordinated mobilization. With these forecast events, CTC, Inc. will identify several staging areas within a 50–100-mile radius of the forecast impact zone and mobilize the equipment and manpower needed for the immediate push. Through this advance planning, we can guarantee an immediate response to the emergency clearance of debris from the roadways phase of operations. CTC, Inc. will pre-position personnel and equipment in your community when directed. We will identify several points and paths of entry into your community/damage zone can be made. The number and use of these areas will depend largely on the size and destructive force of the event that is being responded to. In addition, multiple points-of-entry or paths into critical response zones will be identified.

The CTC, Inc. Project Manager will be in close contact with your designed POC, as the event impact draws closer. If required, we will arrive with our advance team and position ourselves in your Emergency Operations Center (EOC) or other suitable Debris Command Center prior to the landfall of a storm, regardless of anticipated storm category. Coordination can then be affected regarding the entry of response entry into the damage zone.

The Mobile Command Center will normally be in place within 24 hours, if required, after the Notice to Proceed and provide the communication link between all agencies and provide a field site for daily briefings and coordination. This Command Center enables CTC, Inc. to have unlimited access, via satellite, that will provide phone, fax and broadband internet connection regardless of damage to cable and local wireless infrastructure.

CTC, Inc. has established the following schedules of crew deployment for your community. The quantity and make-up of crews required will be made during the Initial Damage Assessment (IDA) stage, immediately following the event. Categories of hurricanes have been selected as representative indicators of the damage likely to occur. These only represent a baseline on which to illustrate our mobilization schedule for you.

- ***Tropical Storms, Category 1-2 Hurricanes. Minor or Moderate Ice Storm, Flood or Wind Event.***
- *80% of crews within 24 hours of NTP*
- *100% of crews within 48 hours of NTP*
- *100% of crews within 72 hours of NTP*
- ***Category 3,4 & 5 Hurricanes or Significant/Catastrophic Ice Storm, Flood or Wind Event***
- 25% of crews within 24 Hours of NTP
- *40% of crews within 48 hours of NTP*
- *60% of crews within 72 hours of NTP*
- *100% of crews with 96 Hours of NTP*

CTC, Inc. is familiar with catastrophic events of all scope and sizes. CTC will also monitor its performance daily, and after consultation with you, will bring more resources as necessary to meet your developing schedule for work output.

Operations and Management Plan:

In general terms, following a written Notice to Proceed, CTC, Inc. debris management work will typically consist of the following, as listed in chronological (though often overlapping or concurrent) order. Each of these work tasks will be closely coordinated with and as directed by City or County staff.

1) Pushing and clearing debris from primary arterial highways that serve previously identified critical facilities. No attempt to remove debris is made at this time. The objective of this "cut and toss" effort is to open roadways to emergency response vehicular traffic. This work is conducted during the "emergency period" immediately following the event with FEMA guidelines limiting it to the first 70 work hours and may include working between sundown and sunup. A great emphasis is placed on safety during this time as downed power lines present a true hazard to the health and safety of response crews. Close coordination with the local electrical company will be conducted throughout this period.

2) During this timeframe, debris removal equipment and personnel will begin to be "checked in" with all necessary documentation gathered, and trucks and trailers measured (CY) for maximum load carrying capacity and identification placards installed. Also, during this time, the Temporary Debris Sites (TDS) will be located, regulatory approval gained for, and construction for operations begun.

3) As soon as the TDS is ready to receive debris (interior haul roads established and traffic control patterns formulated; site does not need to be ready for reduction/recycling efforts at this time), debris removal crews will be dispatched to begin gathering, loading and hauling debris to its designated site (vegetative debris will be taken to the TDS and Construction and Demolition (C&D) debris will be taking to a local, lawfully permitted landfill or other site as may be specified.

4) As the number of crews and equipment increases (called the "ramp up" period), so does the need for qualified monitors to be assigned to each crew, or zone. These monitors will issue load tickets for each load of debris managed and certify to reimbursement agencies its "eligibility." Our crews are generally kept in the same zone and sector throughout the clean-up. This helps to identify responsible parties when damage to private property is reported, investigated, and resolved.

5) Citizen drop-off points may be established in the community. This gives those citizens who wish to remove debris from their private property as place to bring it, and greatly reduces the number of illegal dumping complaints that will be received. CTC, Inc. will provide the necessary equipment and manpower to safely operate these sites and clean them of all debris at the end of each day.

6) As debris removal operations progress, and the TDS is made ready for reduction/recycling operations (including baseline environmental (soil and groundwater sampling when required), debris removal crews will continue on a daily, uninterrupted basis, to haul vegetative debris and recyclables to the TDS. C&D debris will continue to be hauled to a local, lawfully permitted landfill. Additional crews will be brought in to conduct all tree trimming and stump removal operations.

7) Debris removal crews will normally make three scheduled passes in each zone and sector. Approximately 60% of all debris managed is removed from the right-of-way during the first pass. Once the majority of vegetative and C&D debris have been removed, White Goods (washers, dryers, refrigerators, freezers, air conditioning units, stoves, water heaters, and dishwashers) will be loaded and hauled to either the TDS for recycling, or to a local, lawfully permitted landfill as directed.

8) Multiple scheduled passes will be made until debris removal operations are completed, as determined by the government contracting agency.

9) As debris operations begin to end (the "ramp down" period), crews and equipment that are no longer required will be released from duty.

10) Once all activities are completed at the TDS, site closure will begin. This includes, but is not limited to the following:
    - Removal of all debris reduction by-products.
    - Removal of all equipment, office trailers, inspection towers, and portable toilets and wash stations.
    - Removal of all stone utilized to create points of ingress and egress, interior haul roads, and parking areas.
    - Removal of all site features (fencing and erosion control) that may have been constructed.
    - End-of-Job environmental samples are taken, tested, and compared to baseline samples.
    - CTC, Inc. will then request a final inspection from the appropriate government official. A "punch list" of items to be corrected is developed and final closure action taken. Only upon mutual, written agreement between the property owner, government official, and CTC, Inc. Project/Operations Manager is a site considered closed.

Debris removal, reduction and disposal work hours are generally defined as from sun-up to sundown, seven (7) days/week, including holidays. This schedule will be coordinated with, and approval gained from local officials.

This chronology of debris operations is defined in general terms only. Additional specific items of work may be directed by the local officials and work performed by CTC, Inc. All work will be performed so as to not interfere, to the greatest

extent possible, with all other emergency response agencies, including but not limited to: utility companies, government agencies, volunteers and local government forces.

Debris Volume Estimation:

Estimating the volume of debris generated following an event is not an exact science. At CTC, Inc. we utilize several different methodologies to make "an educated estimation." These include utilization of the US Army Corps of Engineers Hurricane Debris Volume Estimation Model; a per household times the total number of households method; a per mile of roadway times the total miles of roadway method; and other data as may be available. Each of these methodologies and estimates is led by an experienced CTC, Inc. team member who has a significant history in making just these type estimates of material on the ground.

Billing/Invoices:

At the conclusion of each day's work activities, daily reports and load tickets are collected from all CTC, Inc. supervisory personnel. They are then reviewed for completeness and correctness and entered into our proprietary database. This data entry is normally accomplished at our headquarters office where will maintain workstations for this purpose. This data entry normally follows the work effort by just one day, meaning that the City will have nearly real-time data throughout the project. Invoices are normally generated on a bi-weekly or monthly basis, dependent upon the schedule mutually agreed upon. Our records are maintained for a minimum of ten (10) years to ensure that we can support whatever request the City may have, particularly during the audit that will be performed by DHS/FEMA.

Authorized Persons:

Greg Gathers

Jeremy Britton

Maura Gathers

Johnny Osborne

With office locations in Kansas, Alabama, Texas and Florida, CTC can strategically and immediately respond to any event in any location in the continental United States.

TEMPORARY DEBRIS SITE (TDS) PLAN

In conjunction with your local government representative, CTC will develop a site-specific plan for each Temporary Debris Site (TDS) we are tasked with operating. The Plan will address the following items, as appropriate, with additional subjects as may be required:

1. **Site Management Organization and Responsibilities**
   This will provide all involved parties a clear delineation of the organization at the site, and the responsibilities assigned to each. It also facilitates quality control at the site.

2. **Startup Check List**
   This list is developed to ensure that all of the work tasks involved in the clearing and preparation of a site are addressed and can be "checked off" the list as they are completed.

3. **Ingress/Egress**
   Initially, these stabilized roads will be constructed to bring in the equipment necessary to prepare the site for operations. They will then be used by haul trucks to bring debris into the site for proper handling. The roads will be maintained throughout the entire operation.

4. **Site Preparation**
   This includes clearing, grading, establishment of erosion control and baseline testing for soil and groundwater. The site must be carefully cleared and graded to ensure proper drainage, while minimizing erosion. All environmental concerns related to buffer zones, runoff, and potential impacts to nearby streams, air, and groundwater will be addressed.

5. **Traffic Control Procedures**
   Depending upon the extent of traffic control required this may require an appendix entitled "Maintenance of Traffic". It will address the movement of vehicles into and out of the site and include provisions for keeping the streets or roads free of debris.

6. **Safety**
   There are many activities within a TDS, including the diverse array of heavy equipment operating; large volumes of debris hauling trucks dumping their loads; potentially hazardous debris; maintenance activities; tub grinders and air curtain incinerators being operated; and large numbers of personnel. A diligent and concentrated focus on safety must be of paramount importance to everyone at the site. Safety is a part of every plan written by CTC personnel and is continually emphasized.

7. **Segregation of Debris**
   In order to be properly managed throughout the reduction/recycling and disposal processes, all incoming debris must be segregated into various categories, including Household Hazardous Waste (HHW), Vegetative Debris, Construction and Demolition (C&D) Debris, White Goods, Small Engine Equipment and Electronic Waste.

8. **Site Plan**

A Site Plan will be drawn to identify the location of all activities, and include traffic control, Inspection Tower location, and dumping, grinding, burning, ash storage, HHW storage, temporary office, "Clear Zones" and portable toilet and hand wash station locations.

9. **Reporting Requirements**

CTC maintains an extensive record of the activities that occur at a Temporary Debris Site, including the number and identification of trucks, volume of debris entering the site, types of debris, etc. CTC, INC. can provide a wide range of reports. The types and schedules for preparing and submitting reports required by the COR will be contained in the plan.

10. **Site Closure**

A site closure plan will be developed and address the removal of all debris and debris reduction by-products, haul roads and dump pads, security fencing, office trailers, portable toilets and hand wash stations, Inspection Towers. Sampling of soil and groundwater will be taken as required and compared to the baseline data gathered. Each site will be returned to its original condition, or as may be desired, and approved by, the property owner and your local government representative.

VEHICLE INSPECTION TOWER INFO

Inspection towers are provided as per contract guidelines. The cost of these towers is a part of our proposal and costs to be absorbed by the company. Towers are built and provided at the various selected temporary debris sites/locations designated by the Site-Specific Management Plan (SSSP).

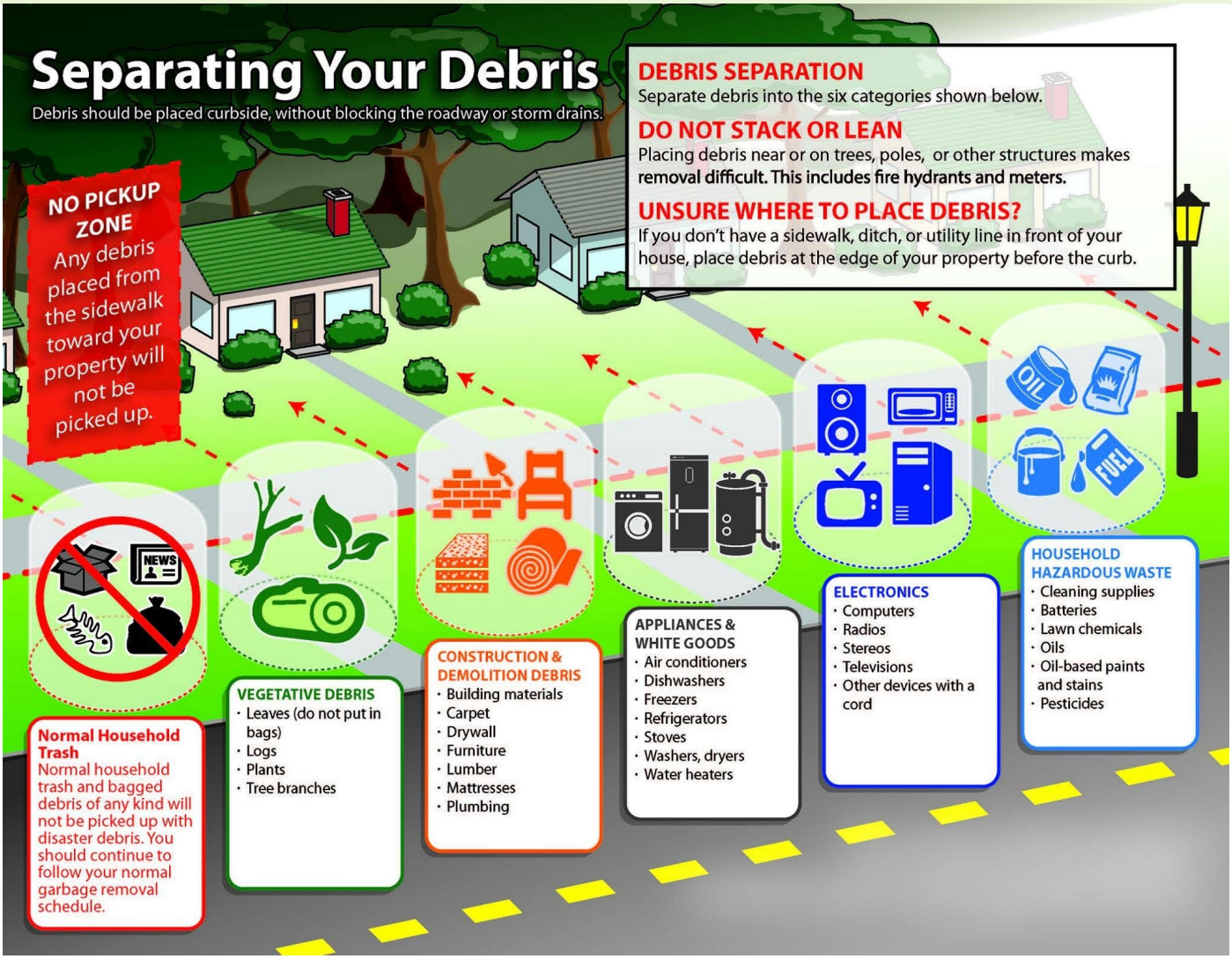
Tower construction is as follows:

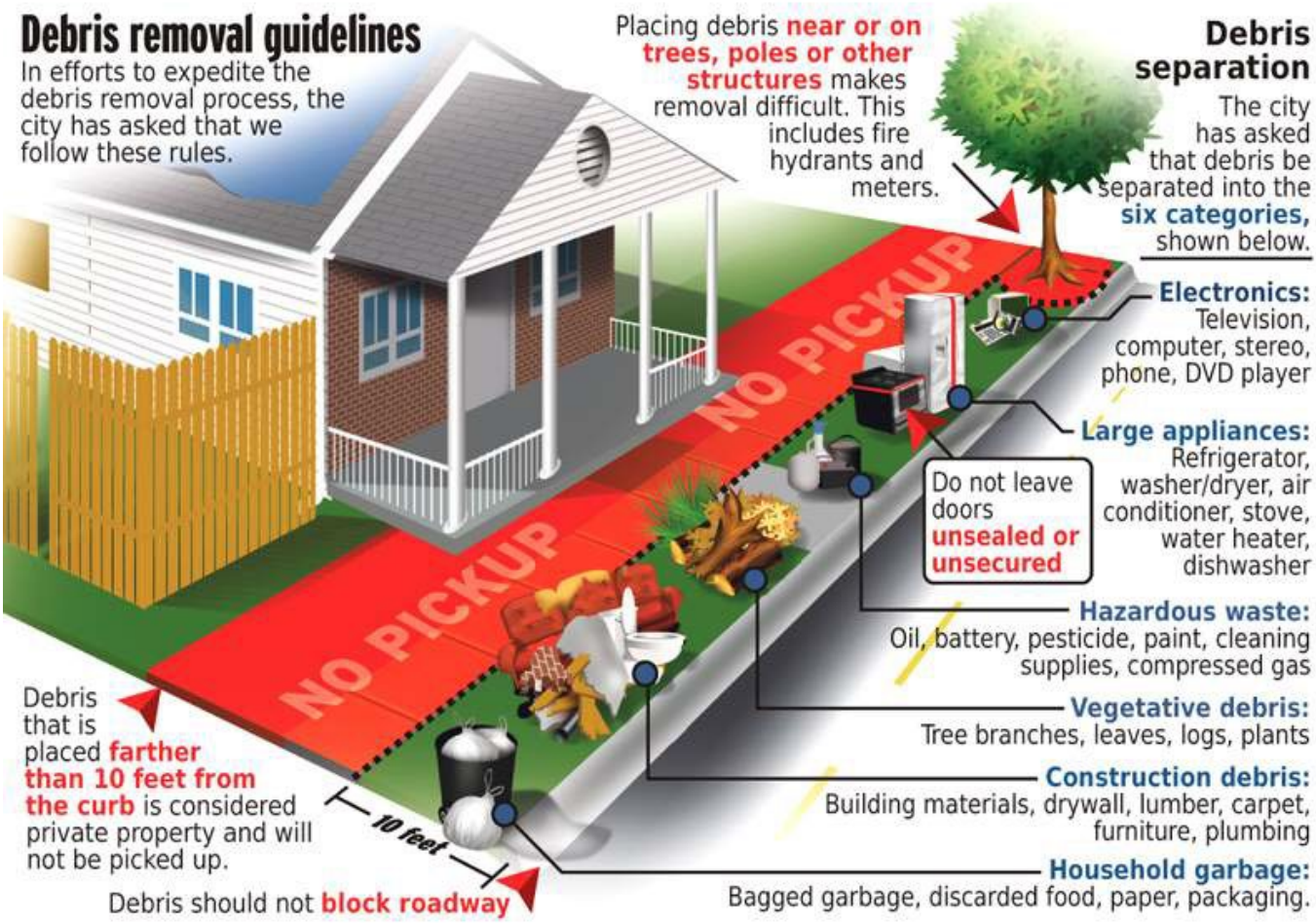
- The frame and body of the inspection tower is constructed with pressure treated wood.
- The floor is an 8”x 8” area, elevated 10 feet above a leveled ground area.
- All towers are constructed of 2”x 8” joists, 16” O.C. with ¾ inch plywood supported by 6”x 6” posts. A 4-foot-high wall constructed of 2”x 4” studs, and ½ inch plywood protects the perimeter of the floor area.
- The floor shall be covered with a solid roof. The roof will provide 7 feet of headroom below the support beams. The tower will be adequately anchored and wooden steps with handrails will be constructed to provide access.
- A worktable, 4’ x 2 ½ x ¾ inch plywood supported at all four corners will also be built.
- A temporary mechanical lift may be used until a fixed inspection tower is constructed.





DEBRIS REMOVAL GUIDELINES




Debris removal guidelines
In efforts to expedite the debris removal process, the city has asked that we follow these rules.
Placing debris near or on trees, poles or other structures makes removal difficult. This includes fire hydrants and meters.
Debris separation
The city has asked that debris be separated into the six categories, shown below.
Electronics: Television, computer, stereo, phone, DVD player
Large appliances: Refrigerator, washer/dryer, air conditioner, stove, water heater, dishwasher
Do not leave doors unsealed or unsecured
Hazardous waste: Oil, battery, pesticide, paint, cleaning supplies, compressed gas
Vegetative debris: Tree branches, leaves, logs, plants
Construction debris: Building materials, drywall, lumber, carpet, furniture, plumbing
Household garbage: Bagged garbage, discarded food, paper, packaging.
NO PICKUP
NO PICKUP
Debris that is placed farther than 10 feet from the curb is considered private property and will not be picked up.
10 feet
Debris should not block roadway

FIRM OVERVIEW

SUMMARY

CTC Disaster Response, Inc. is experienced in all aspects of debris response, recovery, and management.

- Founded in 1999
- Incorporated in Kansas in 2001
- FEIN: 48-1245968
- DUNS: 141755772
- E-Verify: 588603
- Unique Entity ID: FB3KDVEX57G4
- Cage Code: 30CP1
- Within the last 10 years CTC has not been involved in any litigation as a defendant pertaining to debris removal.
- CTC has had no license sanctions.
- CTC has not ever filed for bankruptcy.
- CTC is not currently, nor has ever been disbarred from debris removal operations.
- CTC has never defaulted on a contract, been terminated, or failed to complete any work awarded.

REIMBURSEMENT KNOWLEDGE AND EXPERIENCE

CTC's team has worked with many states, counties, cites, and monitoring firms to ensure the maximum reimbursement possible. Guidelines for debris removal procedures are clearly defined in the FEMA 325 manual, and each member of our team has familiarized themselves with those guidelines. In most large disaster reimbursement related situations, the municipality will enter into a contract with a debris monitoring firm.

However, they have the option to monitor the project themselves, in which they will be assisted by our qualified FEMA specialists. If the client chooses to monitor the project themselves, CTC will provide:

- Training in FEMA's Debris Management Guide
- Training in FEMA's Public Assistance Program and Policy Guide (PAPPG)
- Placards for Equipment
- Multi-part Carbon Copy Load Tickets
- Truck Certification Forms
- Force Account and Equipment Forms
- Proper Personal Protective Equipment
- Global Positioning Systems
- Digital Cameras
- Daily Reports
- Adequate personnel for data entry/documentation

With CTC's experience on 150+ FEMA reimbursed projects our process and procedures are implemented in a way that the Applicant's federal reimbursement is maximized. CTC understands the rules, regulations and policies required to meet FEMA guidelines.

PAST PERFORMANCE, LIST OF WORK IN PROGRESS, & LIST OF AWARDED CONTRACTS

STATE	CLIENT	CONTRACT	DISASTER	CY/ TONS	DATE	CONTRACT AMOUNT	CONTACT
MO	City of Poplar Bluff	Debris Removal	Tornado	127,785	4/8/25	$1,202,452	Lori Phelps 501 Vine Street Poplar Bluff, MO 63901 (573) 686-8620 lphelps@pbcity.org
GA	Lanier County	Disaster Debris Removal	Hurricane Helene	1,695,663	10/3/24	$25,476,562	Neil Ginty 56 W. Main St. Lakeland, GA 31635 (229) 482-2088 lanierboc@laniercountyboc.com
GA	McDuffie County	Disaster Debris Removal	Hurricane Helene	866,264	10/10/24	$16,171,922	John Waller 210 Railroad St. Thomson, GA 30824 (706) 699-6262 John.Waller@thomson-mcduffie.gov
FL	Hernando County	Disaster Debris Removal	Hurricanes Debby, Milton, Helene	570,478	2024	$15,442,274	Stephen Stack 1525 E. Jefferson St. Brooksville, FL 34601 (352) 667-1389 sstack@co.hernandofl.us
FL	Jefferson County-FLDOT	Debris Removal	Hurricane Debby	39,544	2024	$1,365,295	Shannon Metty 445 W. Palmer Mill Road Monticello, FL 32344 (850) 342-0223 smetty@jeffersoncountyfl.gov
FL	Jefferson County	Debris Removal	Hurricane Helene	480,345	2024	$5,688,998	Shannon Metty 445 W. Palmer Mill Road Monticello, FL 32344 (850) 342-0223 smetty@jeffersoncountyfl.gov
FL	Wakulla County	Debris Removal	Hurricane Helene	17,477	10/7/24	$184,903	Michelle Metcalf 3093 Crawfordville Highway Crawfordville, FL 32327 (850) 879-1392 mmetcalf@mywakulla.com
FL	City of Plant City	Disaster Debris Removal	Hurricanes Helene & Milton		10/3/24	$547,805	Jill Sessions 302 W. Reynolds St. Plant City, FL 33563 (813) 757-9208

NC	Town of Kure Beach	Debris Removal	PTC #8	9/16/24	$51,074	Town of Kure Beach 117 Settlers Way Kure Beach, NC 28449
NC	Town of Carolina Beach	Debris Removal	PTC #8	9/16/24	$51,507	Brian Stanberry 1121 N. Lake Blvd. Carolina Beach, NC 28428 (910) 443-1837 Brian.stanberry@carolinabeach.org
LA	City of Central	Disaster Debris Removal	Hurricane Francine	9/16/24	$57,541	Wayne Messina 13421 Hooper Rd., Ste 8 Central, LA 70818 (225) 505-7137
KS	City of Topeka	Disaster Debris Removal	Straight Line Winds	9/2/24	$461,492	Braxton Copely 620 SE Madison Topeka, KS 66607 (785) 368-3111 bcopley@topeka.org
NE	City of Omaha	Debris Removal/ Tree Trimming	Straight Line Winds	9/2/24	$1,220,880	Matt Kalcevich 5225 Dayton St. Omaha, NE 68117 (402) 444-5901 Matthew.kalcevich@cityofomaha.org
NE	City of Lincoln	Debris Removal/ Tree Trimming	Straight Line Winds	9/2/24	$729,546	Chris Myers 3131 O. St. Ste. 300 Lincoln, NE 68510 (402) 441-6051 cmyers@lincoln.ne.gov
NE	United States Forest Service	Tree Trimming		9/12/24	$21,700	Curtis Landreth 40637 River Loop Halsey, NE 69142 (308) 360-1211 Curtis.r.landreth@usda.gov
TX	Tyler County	Debris Removal	Hurricane Beryl	8/5/24	$279,787	John Settlocker 507 North Pine Street Woodville, TX 75979 (409) 338-4826
TX	City of Taylor Lake Village	Debris Removal	Hurricane Beryl	7/22/24	$809,227	Stacey Fields 500 Kirby Blvd. Taylor Lake Village, TX 77586 (281) 685-3998 City_secretary@tlv-tx.us

TX	Village of Jones Creek	Disaster Debris Removal	Hurricane Beryl		7/29/24	$1,521,892	Khristen New 7207 Stephen F. Austin Jones Creek, TX 77541 (979) 236-3747 knew@hmicac.org
AR	City of Briarcliff	Debris Removal	Tornado		7/4/24	$1,258,943	City of Briarcliff 945 Scenic Dr. Briarcliff, AR 72653 (870) 491-5762
AR	City of Garfield	Debris Removal	Tornado		6/23/24	$42,715	Gary Blackburn 14655 Wimpy Jones Rd. Garfield, AR 72732 (479) 330-0009
AR	City of Avoca	Debris Removal	Tornado		6/23/24	$75,310	Robert Whitehorn 222 Old Wire Rd. Avoca, AR 72711 (479) 366-4200
AR	City of Little Flock	Debris Removal	Tornado		6/16/24	$1,285,664	Jeff Van Sickler 1500 Little Flock Dr. Little Flock, AR 72756 (479) 636-2081 mayor@cityoflittleflock.com
MS	Lee County	Debris Removal	Tornado	143,987	9/12/23	$1,871,813	Lee Bowdry P.O. Box 1785 Tupelo, MS 38802 (662) 432-2950, lbowdry@co.lee.ms.us
MT	State of Montana	Debris Removal	Flood		9/4/23	$5,977,958	Jake Ganieany 1956 Mt.Majo Street Fort Harrison, MT 59636 (406) 417-9234 Jake.ganieany@mt.gov
OK	City of Tulsa	Hazardous Tree Trimming/ Removal	Straight Line Winds	NA	8/30/23	$3,612,164	Brett Wallgren 175 East 2nd Street Tulsa, OK 74103 (918) 284-9017 bwallgren@cityoftulsa.org
OK	City of Muskogee	Debris Removal	Straight Line Winds		9/17/23	$200,166.66	Mike Stewart 229 W. Okmulgee Ave. Muskogee, OK 74402 (918) 682-6602 mstewart@muskogeeonline.org

KS	City of Topeka	Disaster Debris Removal	Straight Line Winds		7/21/23	$177,146	Braxton Copely 620 SE Madison Topeka, KS 66607 (785) 368-3111 bcopley@topeka.org
GA	Jasper County	Debris Removal Tree Removal and Trimming	Tornado	126,593	7/9/23	1,054,409	Mike Benton 126 West Greene Street Monticello, GA 31064 (706) 468-4900 x310 mbenton@jaspercountyga.org
TX	City of Hutto	Debris Removal And Disposal, Tree Removal & Trimming	Ice Storm	13,592	5/11/23	163,790	Richard Rodriguez 500 W. Live oak Street Hutto, TX 78634 (512) 621-9936 richardrodriguez@huttotx.gov
IN	Board of Park Commissioners of City of Fort Wayne	152 Trees and Stump Removal	City Three Quadrant Tree and Stump Removal	NA	4/25/2023	161,922	Derek Veit 1900 N Clinton St. Fort Wayne, IN 46805 (260) 427-6400 Derek.veit@cityoffortwayne.org
TX	City of Taylor	Debris Removal	Ice Storm	765,717	3/25/2023	4,794,881	Jim Gray 1424 N Main St. Taylor, TX 76574 (512) 352-5818 Jim.gray@taylortx.gov
FL	Seminole County Public Schools	Vegetative Debris Removal and Disposal	Hurricane Ian		9/20/2022	$2,944,410	Chris Breeze 400 E Lake Mary Blvd. Sanford, FL 32773 (407) 320-7453 breexecz@scps.k12.fl.us
FL	FLDOT	Initial Road Push	Hurricane Ian and Nicole DR-4673 / D-4630		9/2/2022 11/20/2022	$341,715	Steven Kelly 801 N Broadway Ave. Bartow, FL 33803 (863)519-2762 stevenkelly@dot.st.fl.us
TN	Humphreys County	Flood Related Debris Removal	Flood	3,334 Tons	05/11/22	$296,753	Jessie Wallace 102 Thompson St. Waverly, TN 37185 (931) 296-7795 jwallace@humphreystn.com

TN	City of Waverly	Storm Debris Removal	Flood	17,000 Tons	05/05/22	$1,351,500	Corey Burket 210 Pearson Ave. Waverly, TN 66871 (931) 296-2101 csburket@yahoo.com
LA	New Orleans Park IMP. ASSN.	Debris Removal	Hurricane Ida DR-4611		09/19/21	$775,774	Keith Hemel 1 Palm Dr. New Orleans, LA 70124 (504) 483-9492 khemel@nocp.org
MS	Warren County	Debris Removal and Disposal	Sever Winter Storm	19,777 CY	04/12/21	$317,047	John Elfer 913 Jackson St. Vicksburg, MS 39183 (601) 636-1544 johne@co.warren.ms.us
MS	George County	Debris Removal	Hurricane Zeta		1/14/21	$6,276,265	Cammie Byrd 355 Cox Street Lucedale, MS 39452 (601) 947-4801
MS	City of Waveland	Emergency Debris Disposal	Hurricane Zeta DR-4576	216,689 CY	03/20/21	$1,864,747	Mickey Lagasse 301 Coleman Ave. Waveland, MS 39576 (228) 467-4134 mickey.lagasse1990@outlook.com
OK	City of Oklahoma City - Public Works	Emergency Street Access Tree & Debris Removal	Severe Winter Storm DR-4575	13,799 Tons	02/14/21	$1,220,524	Derek Johnson 1621 S Portland Ave. Oklahoma City, OK 73108 (405)297-1517 derek.johnson@okc.gov

OK	City of Oklahoma City - Utilities	Debris Removal	Severe Winter Storm DR-4575	56,827 Tons	02/13/21	$5,026,386	Don Maisch 420 W Main St. Ste. 5 Oklahoma City, OK 73102 (405)297-3140 don.maisch@okc.gov
OK	City of the Village	Debris Removal	Severe Winter Storm DR-4575	33,227 CY	12/15/20	$262,511	Bruce Stone 2304 Manchester Dr. The Village, OK 73120 (405)529-0000, bruce_stone@thevillageok.org
CO	City of Boulder	Post Disaster Debris Collection	September Snowstorm Non declared	52,331 CY	11/25/20	$752,659	Jeff Haley 1777 Broadway Boulder, CO 80302 (303) 413-7233 haleyj@bouldercolorado.gov
LA	New Orleans Park IMP. ASSN.	Debris Removal	Tropical Storm Zeta EM-3549		11/09/20	$208,768	Keith Hemel 1 Palm Dr. New Orleans, LA 70124 (504) 483-9492 khemel@nocp.org
FL	University of West Florida	Disaster Debris Removal	Hurricane Sally DR-4564	8,245 CY	10/26/20	$555,335	Phillip Etheridge 11000 University Pkwy. Pensacola, FL 32514 (850) 390-3935 petheridge@uwf.edu
IA	City of Bertram	Vegetative Debris Removal & Disposal	Derecho DR-4557	20,399 CY	10/20/20	$222,274	Dave Hunt (563) 920-2870 Dhunt2003@gamil.com
IA	City of Madrid	Debris Removal & Disposal	Derecho DR-4557	1,785 CY	10/17/20	$36,063	Tom Brown 304 S Water St. Madrid, IA 50156 (515) 795-3930, mayor@madridiowa.org

IA	Tama County Conservation Board	Debris Removal, Reduction & Disposal	Derecho DR-4557	2,565 CY	10/10/20	$109,804	Stephen Mayne 2283 Park Rd. Toledo, IA 52342 (641) 484-2231 tccb@tamacounty.org
IA	City of Toledo	Debris Removal, Reduction & Disposal	Derecho DR-4557	45,312 CY	10/04/20	$468,016	Brian Sokol 1007 S Prospect Dr. Toledo, IA 52342 (641) 484-2160 mayor@toledoiowa.gov
IA	City of Gladbrook	Debris Removal, Reduction & Disposal	Derecho DR-4557	15,521 CY	10/03/20	$185,571	319 2nd St. Gladbrook, IA 50635 (641) 473-2582
IA	City of Tama	Debris Removal, Reduction & Disposal	Derecho DR-4557	169,609 CY	09/29/20	$1,447,556	Alyssa Hoskey 305 Siegel St. Tama, IA 52339 (641) 484-3822
TX	Willacy County	Debris Removal	Hurricane Hanna EM-3530	2,006 CY	09/15/20	$13,641	Frank Tomes (956) 689-5456 willems@prontonet.net
TX	City of Raymondville	Debris Removal	Hurricane Hanna EM-3530	42,327 CY	09/15/20	$262,831	Gilbert Gonzales 142 S 7th St. Raymondville, TX 78580 (956) 689-2443 ext 1408 mayor@raymondvilletx.us
MS	City of Corinth	Storm Debris Removal & Disposal		181,461 CY	06/19/20	$1,955,762	Clayton Mills (662) 415-0855 cm_@bellsouth.net

MS	Lee County	Debris Removal	Tropical Storm Olga	138,770 CY	06/01/20	$2,850,608	Lee Bowdry P.O. Box 1785 Tupelo, MS 38802 (662) 432-2950, lbowdry@co.lee.ms.us
TN	Wilson County	Debris Clearance, Removal & Disposal	Tornado	35,400 CY	06/01/20	$650,971	Aaron Maynard 228 E Main St. Lebanon, TN 37087 (615) 443-2630 maynarda@wilsoncountytn.gov
TN	Putnam County	Debris Clearance, Removal & Disposal	Tornado	76,521 CY	05/01/20	$728,690	Randy Porter 300 E Spring St. Cookeville, TN 38501 (931) 526-2161 randy.porter@putnamcountytn.gov
TN	City of Cookeville	Debris Clearance, Removal & Disposal	Tornado	45,606 CY	05/01/20	$446,716	James Mills 45 E Broad St. Cookeville, TN 38501 (931) 520-5241 jam@cookeville-tn.gov
TN	City of Waverly	Debris Removal	Tropical Storm Olga	22,558 CY	04/03/20	$200,631	Corey Burket 210 Pearson Ave. Waverly, TN 66871 (931) 296-2101 csburket@yahoo.com
KS	Douglas County Public Works	Tornado Disaster Debris Removal			09/01/19	$144,997	Chad Voigt 3755 E 25th St. Lawrence, KS 66046 (785) 832-5293 cvoigt@douglascountyks.org
KS	City of Shawnee, KS	Tree Trimming & Emergency Tree Debris Removal			06/01/19	Varies	Michelle Distler / Steve Bialek 11110 Johnson Dr. Shawnee, KS 66203 (913) 634-5883 mdistle@cityofshawnee.org

NC	Carteret County	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	49,861 CY	03/13/19	$353,340	Randy Cantor 3820 Bridges St. Ste. D Morehead City, NC 28557 (252) 728-8545 randy.cantor@carteretcountync.gov
NC	Pamlico County	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	98,278 CY	02/25/19	$847,214	Tim Buck 302 Main St. Bayboro, NC 28515 (252) 745-3133 tim.buck@pamlicocounty.org
NC	Town of Hope Mills	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	8,479 CY	02/05/19	$65,288	Don Sisko 5770 Rockfish Rd. Hope Mills, NC 28348 (910) 429-3384 dsisko@townofhopemills.com
NC	Town of Belville	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	47,735 CY	12/11/18	$345,365	Athina Williams 63 River Rd. Belville, NC 28451 (910) 371-2456 townadministrator@townofbelville.com
FL	Broward County Schools	Debris Removal & Disposal			11/30/18	$1,491,665	Mary C Coker 600 SE Third Ave. Ft. Lauderdale, FL 33301 (754) 321-0505 mary.coker@browardschools.com
NC	Town of Cape Carteret	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	87,698 CY	11/19/18	$566,344	Zach Steffey 102 Dolphin St. Cape Carteret, NC 28584 (252) 393-8483 zsteffey@capecarteret.org
NC	Town of Carolina Beach	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	60,598 CY	11/15/18	$339,387	Brian Stanberry 1121 N Lake Park Blvd. Carolina Beach, NC 28428 (910) 458-8291 brian.stanberry@carolinabeach.org

NC	Wayne County	Debris Removal	Hurricane Florence DR-4393	49 CY	11/13/18	$3,624	Noelle Woods 224 E Walnut St. Goldsboro, NC 27530 (919) 705-1714 noelle.woods@waynegov.com
NC	Town of Beaufort	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	48,470 CY	11/05/18	$372,332	Mark Eakes 701 Front St. Beaufort, NC 28516 (252) 904-6477 m.eakes@beaufortnc.org
NC	Town of Cedar Point	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	46,007 CY	11/01/18	$287,926	Jayne Calhoun 427 Sherwood Ave. Cedar Point, NC 28584 (252) 393-7898 jcalhoun@cedarpointnc.org
NC	Town of Wrightsville Beach	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	9,895 CY	10/26/18	$121,579	Tim Owens 321 Causeway Dr. Wrightsville Beach, NC 28480 (910) 239-1700 towens@towb.org
TN	City of Memphis	Emergency Storm Debris Removal			06/30/18	$136,632	Barry Levine (901) 237-2805
FL	South Broward Drainage District	Debris Removal & Disposal	Hurricane Irma DR-4337	1,110 CY	03/15/18	$193,442	Kevin Hart 6591 SW 160 Ave. Southwest Ranches, FL 33331 (954) 680-3337 x208 kevin@sbdd.org
FL	Town of Bay Harbor Islands	Debris Removal & Disposal	Hurricane Irma DR-4337	7,769 CY	10/19/17	$167,467	Jordan Leonard 9665 Bay Harbor Islands Bay Harbor Islands, FL 33154 (305) 206-8497 jwlmiami@yahoo.com

FL	City of West Park	Debris Removal & Disposal	Hurricane Irma DR-4337	3,207 CY	09/16/17	$30,000	Dan Millien 1965 S State Rd. 7 West Park, FL 33023 (954) 964-0824 dmillien@cityofwestpark.org
NC	Wayne County	Debris Removal & Disposal	Hurricane Matthew DR-4285		11/14/16	$28,072	Noelle Woods 224 E Walnut St. Goldsboro, NC 27530 (919) 705-1714 noelle.woods@waynegov.com
KS	Shawnee County	Line Clearance, Tree Trimming, Stump Removal & Emergency Services			09/22/16	$225,439	Tom Hammer 200 SE 7th St. Topeka, KS 66603 (785) 251-2663
NC	City of Goldsboro	Vegetative Debris Removal	Hurricane Matthew DR-4285		08/04/16	$112,576	Tracy Barber (919) 580-4393
CO	City of Boulder	Emergency Tree & Debris Removal			05/31/16	$420,710	1777 Broadway Boulder, CO 80302 (303) 441-3230 purchasing@bouldercolorado.gov
IL	City of Quincy	Storm Damaged Tree Removal & Trimming			10/01/15	$275,400	Jon Vrandenburg 730 Maine St. Quincy, IL 62301 (217) 257-9380
TN	City of Cookeville	Grinding & Disposal of Vegetative Debris	Winter Storm Pandora DR-4211	45,000 CY	7/2015	$132,500	Greg Brown 1115 E. Spring St. Cookeville, TN 38501 (931) 520-5247

TN	White County	Load & Haul Vegetative Debris Reduction by Grinding TDSRS Management	Winter Storm Pandora DR-4211	135,000CY	5/2015	$1,500,000	Clay Parker 268 Medic Dr. Sparta, TN 38583 (931) 837-2110
TN	Fentress County	Load & Haul Vegetative Debris Reduction by Grinding TDSRS Management	Winter Storm Pandora DR-4211	85,000 CY	4/2015	$2,300,000	Michael J. Cross P.O. Box 1128 Jamestown, TN 38556 (931) 879-7713
GA	Jenkins County	Load & Haul Vegetative Debris Reduction by Grinding TDSRS Management	Winter Storm Pax DR-4165	54,000 CY	7/2014	$825,000	Grady Lane P.O. Box 797 Millen, GA 30442 (478) 982-2563
SC	DOT	Lean & Hanger Load & Haul Vegetative Debris Reduction by Grinding	Winter Storm Pax DR-4166	107,859 CY	2/2014	$1,050,000	Henry Scharber Carolina Contracting Solutions 1318 SC-61 Ridgeville, SC 29472 (843) 821-4496
SC	Dorchester County	Lean & Hanger Load & Haul Vegetative Debris	Winter Storm Pax DR-4166	7,200 Trees	2/2014	$275,000	Crowder Gulf 5436 Business Parkway Theodore, AL 36582 (800) 992-6207
SC	Barnwell County	Initial Push Road Clearance	Winter Storm Pax DR-4166	N/A	2/2014	$18,000	Curtis Hogg Public Works 48 Ammie Ave. Barnwell, SC 29812 (803) 541-1110
SC	Aiken County	Initial Push Road Clearance	Winter Storm Pax DR-4166	N/A	2/2014	$8,000	

OK	City of Moore	Load & Haul Vegetative & C&D Debris White Goods Segregation	Tornado DR-4117	14,059 Tons	5/2013		Steve Shaun Silverstar Construction 2401 S. Broadway St. Moore, OK 73160 (405) 793-1725
NJ	Township of Seaside US Army Corp of Engineers	Load & Haul Vegetative & C&D Debris	Hurricane Sandy DR-4086	105,000 CY	10/2012	$1,200,000	Jack Smith Eagle Environmental 18369 Petroleum Dr. Baton Rouge, LA 70809 (985) 518-7480
NJ	Township of Brick US Army Corp of Engineers	Load & Haul Vegetative & C&D Debris	Hurricane Sandy DR-4086	75,000 CY	10/2012	$900,000	Jack Smith Eagle Environmental 18369 Petroleum Dr. Baton Rouge, LA 70809 (985) 518-7480
NJ	Township of Lakewood US Army Corp of Engineers	Load & Haul Vegetative & C&D Debris	Hurricane Sandy DR-4086	65,000 CY	10/2012	$785,000	Jack Smith Eagle Environmental 18369 Petroleum Dr. Baton Rouge, LA 70809 (985) 518-7480
NJ	Township of Toms River US Army Corp of Engineers	Load & Haul Vegetative & C&D Debris	Hurricane Sandy DR-4086	85,000 CY	10/2012	$1,015,000	Jack Smith Eagle Environmental 18369 Petroleum Dr. Baton Rouge, LA 70809 (985) 518-7480
NY	Rockaway US Army Corp of Engineers	Long Haul Trucking	Hurricane Sandy DR-4085	42,000 Tons	10/2012	$1,425,000	Louis Perez Environmental Chemical Corporation 1240 Bayshore Hwy. Burlingame, CA 94010 (650) 347-1555
NY	Long Island US Army Corp of Engineers	Long Haul Trucking	Hurricane Sandy DR-4085	33,000 Tons	10/2012	$1,100,000	Louis Perez Environmental Chemical Corporation 1240 Bayshore Hwy. Burlingame, CA 94010 (650) 347-1555

LA	City of New Orleans East US Army Corp of Engineers	Removal of Vegetative Debris from L1011 Levee System	Hurricane Isaac DR-4080	120,000 CY	9/2012	$1,600,000	Jeremiah Stockwell Environmental Chemical Corporation 1240 Bayshore Hwy. Burlingame, CA 94010 (650) 347-1555
AL	Tallapoosa County US Army Corp of Engineers	Load & Haul Vegetative & C&D Debris White Goods HHW - Segregation Stump Extraction Reduction by Grinding	Tornado DR-1971	115,00 CY	4/2011	$1,200,000	Phillips & Jordan

REFERENCES

Client	Disaster Description	Contact
George County, MS	Hurricane	Cammie Byrd
355 Cox St.	Debris Removal	(601) 947-4801
Lucedale, MS 39452		
Wilson County, TN	Tornado	Aaron Mayard
228 East Main St.	Debris Clearance, Removal &	(615) 443-2630
Lebanon, TN 37088	Disposal	maynarda@wilsoncountytn.gov
City of Waverly, TN	Hurricane	Corey Burket
101 East Main St.	Debris Clearance & Removal	(931) 296-2101
Waverly, TN 37105		csburket@yahoo.com
Lee County, MS	Hurricane	Lee Bowdry
200 West Jefferson Street	Debris Removal	(662) 432-2950
Tupelo, MS 38802		lbowdry@co.lee.ms.us
Putnam County, TN	Tornado	Randy Porter
300 E Spring St.	Debris Clearance, Removal &	(931) 526-2161
Cookeville, TN 38501	Disposal	randy.porter@putnamcountytn.gov
City of Cookeville, TN	Tornado	James Mills
1115 E Spring St.	Debris Clearance, Removal &	(931) 520-5241
Cookeville, TN 38501	Disposal	jam@cookeville-tn.gov
City Corinth, MS	Debris Removal & Disposal	Clayton Mills
300 Childs Street		(662) 415-0855
Corinth, MS 38834		cm_@bellsouth.net
Douglas County, KS	Debris Removal	Keith Browning
3755 E 25th St.		(785) 832-5293
Lawrence, KS 66046		kbrowning@douglascountyks.org
Town of Cape Carteret, NC	Hurricane	Zach Steffey
102 Dolphin St.	Debris Clearing & Removal	(252) 393-8483
Cape Carteret, NC 28584		zsteffey@capecarteret.org

Client	Disaster Description	Contact
Town of Cedar Point, NC	Hurricane	Jayne Calhoun
427 Sherwood Avenue	Debris Clearing & Removal	(252) 393-7898
Cedar Point, NC 28584		jcalhoun@cedarpointnc.org
Client	**Disaster Description**	**Contact**
Carteret County, NC	Hurricane	Randy Carter
302 Courthouse Square	Debris Clearing & Removal	(252) 728-8545
Beaufort, NC 28516		randy.cantor@carteretcountync.gov
Pamlico County, NC	Hurricane	Tim Buck
302 Main St.	Debris Clearing & Removal	(252) 745-3133
Bayboro, NC 28515		tim.buck@pamlicocounty.org
South Broward Fl Drainage District	Hurricane	Kevin Hart
6591 SW 160th Avenue	Debris Clearing & Removal	(954) 680-3337 x206
Southwest Ranches, FL 33331		kevin@sbdd.org
City of West Park, FL	Hurricane	Dan Mililen
1965 S. State Rd 7	Debris Clearing & Removal	(954) 889-4162
West Park, FL 33023		dmillien@cityofwestpark.org
Town of Bay Harbor Island, FL	Hurricane	Jordan Leonard
9665 Bay Harbor Terrace	Debris Clearing & Removal	(305) 206-8497
Bay Harbor Islands, FL 33154		jleonard@bayharborislands-fl.gov
School Board of Broward County, FL	Hurricane	Ron Eggenberger
7720 West Oakland Park Blvd	Debris Clearing & Removal	(754) 321-4317
Sunrise, FL 33351		ronald.eggerberger@browardschools.com
City of Lawrence, KS	Tree Trimming, Tree & Debris	Crystal Miles
6 East 6th Street	Removal	(785) 832-7970
Lawrence, KS 66044		cmiles@lawrenceks.org
City of Shawnee, KS	Tree Trimming, Tree & Debris	Kevin Taylor
1110 Johnson Drive	Removal	(913) 631-2500
Shawnee, KS 66203		ktaylor@cityofshawnee.org
City of North Kansas City, MO	Tree Trimming, Tree & Debris	Chris Cooper
2010 Howell St.	Removal	(816) 274-6004
North Kansas City, MO 64116		ccooper@nkc.org

TRAINING AND CERTIFICATIONS

- ISA Certified Arborist – Greg Gathers
- FDOT Intermediate Maintenance of Traffic Control Certificate – Greg Gathers, Jeremey Britton
- OSHA 30 Hour Safety – Greg Gathers, Jeremey Britton
- CPR & First Aid Certified – Greg Gathers, Jeremy Britton, Maura Gathers, Johnny Osborne
- Debris Management Training at NHC – Greg Gathers, Jeremy Britton
- EMI Debris Management Course – Greg Gathers, Jeremy Britton
- USACE Certificate, Construction Quality Management for Contractors – Johnny Osborne
- US Homeland Security TWIC Certificate – Johnny Osborne
- TEEX, Disaster Preparedness & Management, Operations and Planning for all-Hazard Events Cert. – Johnny Osborne
- IS-100 – Maura Gathers, Johnny Osborne
- IS-125 – Greg Gathers, Jeremy Britton,
- IS-200 – Greg Gathers, Jeremy Britton, Maura Gathers,
- IS-253 – Greg Gathers, Jeremy Britton, Maura Gathers,
- IS-632 – Intro to Debris Operations – Greg Gathers, Jeremy Britton, Maura Gathers, Johnny Osborne, Jack Cohagen
- IS-633 – Johnny Osborne
- IS-634 – Intro into FEMA's Public Assistance – Greg Gathers, Jeremy Britton, Maura Gathers, Jack Cohagen
- IS-700 – NIMS – Greg Gathers, Jeremy Britton, Maura Gathers, Johnny Osborne
- IS-800 – Greg Gathers, Jeremy Britton, Maura Gathers, Johnny Osborne

Greg Gathers

President/Chief Executive Officer since 1999

- BS in Agriculture Technology Management, Kansas State University
- 26 years' experience as an arborist
- Supervised crews on over 200 government contracts

Jeremy Britton

Chief Operating Officer

- Supervised crews on over 200 government contracts

John Martin, CPA

Chief Financial Officer

- Certified Public Accountant
- Financial Statement Preparation, Compilation & Review
- Payroll Processing & Payroll Tax Return
- Tax Return Preparation
- Internal Controls

Maura Gathers

Chief Administrative Officer

- Marketing & Branding
- Community Outreach and Volunteer Coordinator
- 10+ years' managerial experience
- 13+ years' experience in sales and client relations
- Directions in Organizational Leadership Certification (Washburn University School of Business)

Johnny Osborne

Regional Manager

- 15 years' experience in the debris management industry
- Business Administration, University of South Alabama
- SC Law Enforcement Division SLED Level 1, 2 & 3

Stephen Moffitt

VP of Government Affairs and Business Development

- Accomplished sales, marketing, and business development professional
- Comprehensive knowledge of partnership negotiations, licensing agreements, and key strategy development
- Proven track record in fostering client relationships and driving positive outcomes
- Expertise in cultivating high-performing teams and facilitating effective communication
- Deep understanding of leveraging strategic communications to engage and influence diverse audiences
- Collaborated with major organizations across multiple sectors to promote business development and achieve strategic objectives

Daniel Strode

Regional Manager

- Over 20 years' experience in managing national and international disaster response efforts across a wide range of scenarios, including wildfires, hurricanes, and earthquakes
- Demonstrates strong leadership and a commitment to supporting individuals in crisis situations
- Skilled in project and operations management, overseeing teams ranging from 30 to 4,000 employees on projects valued at up to $250 million USD

SUBCONTRACTING PLAN

INTRODUCTION:

CTC maintains an extensive database of subcontractors with specialty equipment and varied resources which are fully committed to CTC. Many of these subcontractors have partnered with CTC in a variety of different projects over the past 17 years. CTC prides itself on its relationship with these hardworking companies and mutual trust exists between us.

CTC is an Equal Opportunity Employer. We strive to meet or exceed all subcontracting goals identified in your Request for Proposal. We identify all subcontractors regarding certifications such as MWBE, SBE, 8A, or Hub zone. We have extensive databases for all areas throughout the U.S., so that we can actively identify the qualified ones for your proposal.

Additionally, CTC appreciates the input from our contracting partners on recommendations and referrals of qualified, licensed, insured contractors with the required experience for your event. The knowledge of the area, their relationship with your citizens is a plus to CTC and its mission.

SUBCONTRACTING PLAN AND UTILIZATION:

CTC will utilize a workforce comprised of in-house personnel and subcontractors specializing in various phases of debris management, disposal, and recycling. As stated previously, we will identify local subcontractors already in our network as well as hire as many contractors and laborers as available in an effort to allow members of disaster struck communities to take part in the reconstruction process, and to assist the community financially and economically. The majority of these subcontracts will fill positions for hauling of debris to TDS, hauling of debris to final disposal sites, hauling debris for recycling purposes.

Subcontractors will provide trucks and trailers that meet all USACE requirements for safety, licensing, permitting and registrations. Subcontractors will provide copies of all licenses upon request, and will stay with their assigned areas, completing the assigned task. These crews will work in a methodical manner until they have fulfilled their area's cleanup requirements.

CTC will seek local, qualified individuals for employment during the disaster cleanup and reconstruction phase, including placing advertisements in the local newspapers and visiting the local employment office. Positions for laborers, data entry, flaggers, monitors, and other personnel will assist CTC in our task. Temporary employment agencies may be used to provide manpower to complete the task, but only after the proper screening and submission of drug tests.

Unless otherwise stipulated in your contract, twenty-five percent (25%) of the total amount of work to be performed will be by CTC personnel and equipment. CTC will operate with our specialized and trained reduction personnel. CTC has commitment letters from contractors across all the continental United States.

SUBCONTRACTORS AGREEMENTS AND RESPONSIBILITY:

Subcontractors for CTC are committed contractually to complete their assignments as instructed, and must attend all safety meetings, follow the chain of command, and report to the CTC COR daily to keep projects moving forward. CTC is known for its open line of communications, and for the respect we have for our subcontractors.

All subcontractors are required to attend weekly tailgate meetings, sign CTC's drug-free workplace statement and to conform to all operating policies as set forth our project management team.

All CTC subcontractors are familiar with the proper use of ADMS electronic reporting procedures, the latest technologies in recording and monitoring procedures, and are trained in the proper documentation for the benefit of all concerned.

CTC subcontractors are aware of all charge back procedures for damages, provide daily reports to CTC site supervisors, and act as good-will diplomats to citizens, making the cleanup efforts as stress free as possible in an emergency situation.

A copy of our Subcontractor's agreement is either included in this proposal or may be accessed by contacting the corporate office. These agreements have been reviewed by attorneys for various states so that they meet the contracting laws of the particular state in which we are working.

PROPRIETARY INFORMATION:

A list of qualified, experienced, insured, prequalified subcontractors for your area is included in this proposal (If required in the proposal), or may be accessed at our corporate office upon request. This list is proprietary information and not to be shared with the public.

LOCAL AND MINORITY PARTICIPATION

CTC fully complies with guidelines regarding Local and Minority Participation. We have an established corporate policy regarding minority participation, which can be referenced in our Affirmative Action and M/WBE Policy at our offices unless otherwise requested.

One of the major strengths of CTC is our ability to recognize the importance of utilizing local, qualified contractors. Depending on the time frame, and whether this is a standby, pre-disaster contract or an emergency situation, CTC uses procedures necessary to ensure the use of local contractors and personnel. In a non-emergency situation, we can place ads in the local newspapers, check with temporary services or state employment services. We also rely heavily on recommendations from the County commissioners or City officials in all situations.

Emergency situations have prompted us to pull together with contracting agencies to recognize the strengths in their own communities. We appreciate the input provided by local officials in screening potential subcontractors and personnel. The ability of the commissioners or other local community officials to suggest or recommend those that meet all requirements for experience, equipment and insurance qualifications is a benefit in the successful operation and completion of projects of any size or scope.

Based upon the availability of qualified minority personnel in the area we strive to meet or exceed the normal requirements for this event. As an integral part of the contract, we establish contacts with several local, 8A and minority companies. We intend to use the services of qualified, local personnel to fill positions as needed and upon recommendation of the contracting agency.

All local and minority personnel will be screened to meet the requirements, including licensing and insurance requirements of CTC, Inc. We also include listings of Certified M/WBE Contractors as are available and which provides updated information for this project.

CTC has committed minority contractors who have performed on CTC contracts over the past several years. We use the recommended channels to further investigate the availability, the experience, and the reputation of each local and/or minority contractor to serve the best interest of the contracting agency.

Due to the nature of the business, CTC relies heavily on the utilization of state personnel agencies, local private placement agencies and temporary services. We also use the services of the local Small Business Administration (SBA) office when available and local trade organizations. Our goals as stated in our Affirmative Action Policy are traditionally greater than those of most contract requirements. Additionally, the types of personnel required and their interest in the project varies from location to location.

OWNED AND LEASED EQUIPMENT

Description	Quantity
30' Barge Flat Deck	2
30,000# Track Excavator	6
35,000# Bulldozer	18
40' + Barge with Crane	4
45,000# Track Excavator	12
50,000# Bulldozer	10
55 Ft Bucket Truck	63
65,000# Track Excavator	18
AG Tractor with Attachment	9
Air Curtain Destructor	1
Bandit 4680 Horizontal Grinder	2
Beach Sand Screen	1
Chipper	1
Command Center	1
Debris Trailer	2
Dump Trucks	51
Fecon Mulcher	1
Feller Bunchers	9
Flatbed Trailer	6
GN Trailer	1
Grapple Attachment	2
Grinder	1
Horizontal Grinder	6
Jarraf Tree Trimmer	5
Loader Tractor	1
Log Skidder	13
Lowboy Trailer	1
Merlo Tree Removal Machine	1
Mini Skid Loader	1
Mixer Truck	5
Mulching Head	1
Off Road Truck	2
Pallet Forks	1
Pickup	8
Pumper Truck	1
RGN Lowboys	14

Description	Quantity
Road Grader	1
Road Tractor	40
Rollout Bucket	1
Rotary Mower	1
Self-Loading Grapple Truck	204
Semi-Truck	2
Skid Steer	36
Step Deck Trailer	3
Stump Grinder	6
Support Boat	4
Support Vehicle	37
Trailer Mount Loader with Saw Bucks	3
Travel Trailer	1
Tub Grinder	2
UTV	2
Versa Handler	6
Walking Floor Trailer	31
Water Truck	6
Wheel Loader	19
Whole Tree Chipper	2
Wood Screw	1

SAFETY AND QUALITY CONTROL PLAN

Accident Prevention:

For the protection and safety of all employees, CTC has established the following rules designed to prevent accidents and injuries. Compliance with these rules is mandatory. Documentation will be made when the rules are distributed to new employees.

- Proper footwear and clothing will always be worn.
- Do not wear loose clothing, jewelry, or keep long hair in a down position. There is a danger of catching such articles in moving machinery.
- Horseplay, running, fighting or any activity that may result in injury or waste will not be tolerated.
- Appropriate personal protective equipment, or PPE, will be worn for the task (s) at hand, as specified by training and job briefing (s).
- Operate machinery with all guards in place. Tampering with safety devices is cause for immediate disciplinary action.
- Do not operate any machine you are not familiar with or have not been trained on and authorized to use.
- Machines must never be cleaned, adjusted, or repaired until the machine is turned off, the circuit is interrupted at the power source (including lock-out) and a warning tag is placed at the controls.
- Any defects in materials, machinery, tools, and equipment must be reported immediately to a supervisor, safety personnel, or management.
- Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.
- Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electrical panels, or traffic lanes.
- Avoid injury by attempting to lift or push excessive loads. If an object is too heavy to move without strain, ask for help.
- Observe the correct posture for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent, and tuck your chin into your chest. Tilt head forward, grasp the load with both hands, and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.
- Do not distract others while working. When approaching a coworker for any purpose, do so from the front or the side in a way that they will see you coming and will not be startled or surprised. If conversation is necessary, first make sure that it is safe.
- Do not allow oil, water, or any other material to remain on the floor for long periods of time when you or others may slip. Report any slip and fall problems to your supervisor.
- When handling hazardous materials be sure to follow prescribed safety procedures and use required safety equipment. When using secondary containers filled by others, be sure they are labeled as to their contents and hazards. Know your Material Data Safety Sheets (MSDS) and where they are located. Review them often.
- Use appropriate gloves when handling materials with sharp or jagged edges, when handling chemicals, when handling hot material, or to protect your hands in general.
- Do not attempt to operate machinery for which you are not trained.
- Unnecessary and excessive haste is the cause of many accidents. Exercise caution always.

- All work-related injuries and accidents, no matter how minor, must be reported immediately to your supervisor, safety personnel, or management.
- Employees should understand and comply with all sections of the ANSI Z133.1 Standard that apply to their job activities.

All employees must be thoroughly familiar with these basic safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination.

Quality Control Plan:

If required, CTC can have a Certified Arborist on site to ensure the quality of work performed by all CTC employees. All employees have been trained in Arboriculture practices upon employment. Certifications include and are not limited to:

I.S.A. – International Society of Arboriculture

K.A.A. – Kansas Arborists Association

T.C.I.A. – Tree Care Industry Association

Constant monitoring of all crews will be provided daily to ensure safety and the quality of work performed is attained. CTC will meet with the client's representative for a quality check on completed work to ensure client satisfaction. If there is an issue that needs corrected, it will be done so in a timely manner.

Safety & Protection Plans & Submittals:

The following policies of CTC are not inflexible rules or requirements. They may be changed by the company at any time without notice or modified as individual circumstances may require in the best interests of efficient management of the Company. Nothing in the policies as they now exist, or may in the future be revised, is intended, or should be construed as a contract of employment, express or implied, nor as a promise of employment for a specific period of time, nor as a requirement that any specific procedure be followed in handling personnel issues.

Company management will provide safe and healthy working conditions. All employees must always follow safe practices. All employees must accept and follow all the rules of safety.

Whenever an employee finds an unsafe condition, they must report it immediately to their supervisor, safety personnel, or management. Any injury that occurs on the job, even a slight cut or strain, is to be reported to management as soon as possible. In no circumstance except an emergency, should an employee leave a shift without reporting an injury that occurred.

All employees including office personnel will be trained in safe practices. The training will be done by video or by training from the employees' supervisor.

If any unsafe practices are observed, the employee will receive a written violation warning. Once the employee receives three (3) written warnings, he or she will be automatically suspended for one (1) workday without pay.

CTC will make every effort to maintain safe working conditions. However, the principal responsibility for safety falls upon you, the employee. All employees are asked to inform their supervisor, safety committee personnel, or management of any

work hazards of which they might be aware. CTC will arrange for you to supply information anonymously if you do not wish to be identified. No employee should fear reprisal for notifying management of any safety hazards. In fact, we encourage all employees to inform us immediately of any hazard, no matter how small it may seem.

All safety and health suggestions that we receive will be reviewed. We will then determine what action is necessary. All suggestions shall receive a response.

The injured employee's supervisor or a member of management will investigate all occupational injuries and illnesses that are job-related. Particular attention will be given to methods that prevent future situations that caused the injury or illness.

All employees will receive prompt and timely safety training. Safety rules and safe practices will be emphasized at these training sessions.

All new employees will receive a copy of the summary, to be signed and put in their file, indicating that they have been trained at the beginning of employment. Any employee given a new job assignment, for which training has not previously been received, will be trained in that particular job immediately.

Records will be kept of all training provided. These records will indicate the type of training given, date, the name of the training provider and the employee's signature.

Basic Safety Accident & Protection Plans:

All Employees of CTC will adhere to the following safety and accident protection plans while working.

Employee responsibilities for safety include the following:

- Adhere to all safety rules and regulations.
- Wear appropriate safety equipment as required.
- Maintain equipment in good condition, with all safety guards in place hewn in operation.
- Report all injuries and near misses, no matter how minor, immediately to their supervisor, safety personnel or management.
- Encourage coworkers to work safely.
- Report unsafe acts and conditions to their supervisor, safety personnel, or management.

Safety Coordinators:

Greg Gathers (785) 221-7550

Jeremy Britton (256) 749-4886

Others TBD

One or all the Safety Coordinators listed above will be always on site and will be responsible for overseeing safety on site throughout the duration of the contract. The numbers listed above are cell phone numbers and all employees will have cell phones and/or two-way radios for communication.

ANSI Z133 Standard & Employee Understanding:

As an employee of CTC, you need to review and understand the requirements of the ANSI Z133.1-2000 Standard.

You need to understand that the Z133 Standard was developed by arborists, for arborists under the standards-developing procedures created by the American National Standards Institute, creating what these industry's safety experts feel are the minimum acceptable standards of practice for safety in arboriculture. It represents the collective wisdom and experience of countless arborists.

You need to understand the difference between "Should" and "Shall" as they are used in the standard. The word Should" indicates an advisory statement where it is feasible that the actions you take might be different from the prescribed practice. A "Shall" indicates a mandatory requirement, where it is inconceivable that your actions would have to deviate from the prescribed practice, expect where exceptions are noted in the Standard.

Finally, you need to understand that the Z133 Standard does not take precedence over, or take the place of, the safe work policies of CTC.

Safety Rules – Accident Prevention:

For the protection and safety of all employees, CTC has established the following rules designed to prevent accidents and injuries. Compliance with these rules is mandatory. Documentation will be made when the rules are distributed to new employees.

- Proper footwear and clothing will be always worn.
- Do not wear loose clothing, jewelry, or keep long hair in a down position. There is a danger of catching such articles in moving machinery.
- Horseplay, running, fighting or any activity that may result in injury or waste will not be tolerated.
- Appropriate personal protective equipment, or PPE, will be worn for the task (s) at hand, as specified by training and job briefing(s).
- While on duty, the use of or being under the influence of alcohol, narcotics, intoxicants or similar mind-altering substances is strictly prohibited. Individuals found to be in violation of this policy will be subject to disciplinary action up to and including possible termination of employment, even for a first offense.
- Operate machinery with all guards in place. Tampering with safety devices is cause for immediate disciplinary action.
- Do not operate any machine you are not familiar with or have not been trained on and authorized to use.
- Machines must never be cleaned, adjusted, or repaired until the machine is turned off, the circuit is interrupted at the power source (including lock-out) and a warning tag is placed at the controls.
- Any defects in materials, machinery, tools, and equipment must be reported immediately to a supervisor, safety personnel, or management.
- Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.
- Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electric\la panels or traffic lanes.
- Avoid injury by attempting to lift or push excessive loads. If an object is too heavy to move without strains, ask for help.

- Observe the correct posture for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent, and tuck your chin into your chest. Tilt head forward, grasp the load with both hands, and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.
- Do not distract others while working. When approaching a coworker for any purpose, do so from the front or the side in a way that they will see you coming and will not be startled or surprised. If conversation is necessary, first make sure that it is safe.
- Do not allow oil, water, or any other material to remain on the floor for long periods of time when you or others may slip. Report any slip and fall problems to your supervisor.
- When handling hazardous materials be sure to follow prescribed safety procedures and use the required safety equipment. When using secondary containers filled by others, be sure they are labeled as to their contents and hazards. Know the Material Data Safety Sheets (MSDS) and where they are located. Review them often.
- Use appropriate gloves when handling materials with sharp or jagged edges, when handling chemicals, when handling hot material, or to protect your hands in general.
- Do not attempt to operate machinery for which you are not trained.
- Unnecessary and excessive haste is the cause of many accidents. Exercise caution always.
- All work-related injuries and accidents, no matter how minor, must be reported immediately to your supervisor, safety personnel, or management.
- Employees should understand and comply with all sections of the ANSI Z133.1 Standard that apply to their job activities.

All employees must be thoroughly familiar with these basic safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination.

Personal Protective Equipment:

Hazard Assessment for Person Protective Equipment

The following table contains descriptions of the PPE required for typical tasks encountered in tree care and some of the potential hazards associated with them. Always ensure that your PPE fits properly as outlined in the training provided at the time of employment at CTC.

Tasks	Potential Hazards	Information Sources	PPE Required
Aerial lift operations	Conductors, equipment failure, falls, hydraulic leaks, steep/uneven slopes	Tailgate Session #24; ANSI Z133.1 5, 6.2	Hard hat, safety glasses, hearing protection, gloves, full body harness & shock absorbing lanyard or body belt and lanyard

Brush removal & chipping	Awkward movements and postures, flying debris, carrying heavy weights, moving parts, noise, slips, trips, and falls	Tailgate Session #39; Tailgate Session #18; ANSI Z133.1 9.6	Hardhat, safety glasses, face shield, hearing protection, gloves
Chain saw maintenance	Hot exhausts, cuts	Tailgate Session #28	Hardhat, safety glasses, gloves
Chain saw Operation	Awkward postures, hot exhausts, cuts improper stance, kickback, noise, slips, trips, and falls; vibrations	Tailgate Session #29; ANSI Z133.1 7.2	Hard hat, safety glasses, hearing protection, gloves, chainsaw chaps (when working on the ground)
Chipper Maintenance	Amputation, cuts, pinch points	Tailgate Session #60, ANSI Z133.1 6.3	Hard hat, safety glasses, hearing protection, gloves
Climbing	Cutting climbing line, falls, conductors, rope failure, tree decay, worn equipment, insects/animals	Tailgate Sessions #19, 20, 31, 32; ANSI Z133.a 5,9.1	Hard hat, safety glasses, hearing protection, gloves, fall protection
Driving	Other drivers, road and weather conditions	Tailgate Sessions #41, 42, 43, 44	Seatbelts
Hand Tool Use	Awkward postures, conductors, cuts, splinters	Tailgate Session #30; ANSI Z133.1 5, 8.1-8.10	Hard hat, safety glasses, gloves
Ladder Use	Conductors, falls, ladder failure	Tailgate Session #22; ANSI Z133.1 8.11	Hard hat, safety glasses

Limb Removal for Take-Down	Breaking ropes and/or crotches, conductors, falling and/or splitting limbs	Tailgate Session #37; ANSI Z133.1 5, 9.4	Hard hat, safety glasses, gloves
Limbing and Bucking	Awkward posture, limbs; snapping, slips, trips, and falls, tree rolling	Tailgate Session #37; ANSI Z133.1 9.7	Hard hat, safety glasses, gloves
Use of mower, brush cutter, string trimmer	Hidden objects, terrain, traffic		Hard hat, safety glasses; hearing protection
Pesticide Handling & Application/Spraying & Spill cleanup	Equipment failure, excessive drift, poor personal hygiene, spills, vehicle collision	Tailgate Session #45, %54, ANSI Z133.1 6.4	Hard hat, goggles or face shield, long sleeved shirt, rubber boots (if walking) chemical resistant gloves
Pruning and Trimming	Barber chairs, falling branches, conductors	Tailgate Session #33; ANSI Z133.1 5, 9.2	Hard hat, safety glasses
Storm Work	Hidden/dislodged conductors, damaged trees, wood under tension, fatigue, working at night, working on unfamiliar system, unannounced re-energized of lines	Tailgate Session #10; ANSI Z133.1 5, 9.2	Hard hat, safety glasses, foul weather gear
Stump Grinding	Flying debris, moving parts, noise	Tailgate Session #40; ANSI Z133.1 6.5	Hard hat, safety glasses, face shield, hearing protection

Traffic Control	Topography, volume and speed of traffic, time of day, weather conditions	Tailgate Session 3; ANSI Z133.1 4.4	Hard hat, safety glasses, reflective vest, flag or signs
Trailer Towing & Setup	Hitch failure, jack failures, vehicular traffic	Tailgate Session #38	Hard hat, safety glasses, traffic cones and signs, gloves
Tree Take-Down	Barber chairs, conductors, cuts, struck-bys	Tailgate Session #36; ANSI Z133.1 5, 9.5	Hard hat, safety glasses, hearing protection, gloves, chainsaw chaps

NOTE: the hazards in bold represent Musculo-skeletal disorder (MSD) risk factors that should be minimized (duration, frequency and/or magnitude) to the extent possible or eliminated. MSD signs are decreased range of motion, deformity, decreased grip strength and loss of function. MSD symptoms are numbness, burning, pain, tingling, cramping and stiffness. Other hazards that apply to some/all the above tasks: Drug Use and/or Alcohol Abuse; Fatigue; Fire; Lyme Disease; Poisonous Plants; Violent Workers/Customers; Weather.

Back Injury Prevention:

Causes of Back Injury

Pulling, twisting, and slipping are the most common causes of back injuries. Lifting objects improperly can also hurt the back. Lifting with the back and not the legs, lifting from an awkward position, or trying to move material too large for one person can lead to injury.

Even simple movements can cause back injury. Stepping from a truck, bending over for a small tool, or over-reaching can strain back muscles.

Table 1 below ranks the most frequent causes of back injury in tree care in descending order.

Table 1-How Back Injuries Happen

Lifting…

Large objects

Irregularly shaped objects

Over the shoulder

Twisting…

While feeding brush into the chipper

While positioning in a bucket or a tree

While dragging brush, reaching, using long poles

From sudden slips due to poor ground conditions

On slippery equipment in snow or rain

Jumping…

Off truck bed or out of truck cab

Over fences

Off ladders

Out of trees

Pulling…

Ropes hangers

Trees, on removals

Muscle strains and sprains-soft tissue injuries-cause most arborists' back problems. These are temporary injuries. More important, strains and sprains usually precede more serious, chronic, and debilitating injuries to the ligaments, discs and vertebrae. In a sense, soft tissue injuries are warning signals that more serious, permanent injury could occur. Therefore, your back-injury prevention program should focus on preventing strains and sprains.

Preventive measures

Arborists can keep their backs healthy with stretching and exercise, by knowing how the back works, and by using simple lifting techniques.

Here are attainable objectives for your company's back injury prevention program:

Provide continuous training for all employees to raise their awareness of how the back can be injured.

Develop action steps employees can use to detect and eliminate conditions likely to cause back injury- see this program's sections on hazard reporting (16), safety committees (23), job hazard assessment (15) and job briefings (17).

Motivate employees to take responsibility for back safety at work and at home.

The following procedures are taken from Annex C of the ANSI Z133 Standard:

Before lifting any weight:

Be sure to clear the travel path available if the weight is to be carried from one place to another.
Decide exactly how the object should be grasped to avoid sharp edges, slivers, splinters, or other things that might cause injury.

- Make a preliminary lift to be sure the load can be safely handled.
- Place feet solidly on the walking surface.
- Crouch as close to the load as possible with legs bent at an angle of about 90 degrees.
- Keep back as straight as possible. It may be far from vertical but should not be arched.
- Lift with the legs, not the back, keeping the weight as close to the body as possible.
- Use a second worker when necessary.

Stretching and exercises

The professional athlete must maintain a high level of production and effort to win. The same is true for an arborist, who must perform at peak efficiency.

Strains of the lower back muscles, the most common back injury, usually occur because the muscles are cold and tight. If the athlete warms up and stretches to avoid injury, then why not the tree worker?

CTC will provide you with information on simple, quick warm-up/stretches that you can perform prior to heavy exertion.

Early Return to Work

CTC participates in an Early Return to Work Program with local providers closest to the job site for the treatment of all work-related injuries.

If you are injured at work, you must report the injury to your supervisor immediately. If medical treatment is necessary and you haven't designated a treating physician, you must go to the nearest medical facility.

You must also complete an Employee Claim for Workers' Compensation Benefits form as soon after an accident as possible.

If you are unable to return to the regular position due to a workplace injury, you should discuss with the doctor the possibility of working in a light duty job until the doctor releases you for full duty. If the doctor releases you for light duty, your supervisor will be notified the same day.

Modified jobs will be identified after obtaining your physical restrictions. "Modified" might be your regular job, modified by removing heavier tasks and reassigning these to other employees; a different regular job currently existing at the workplace; or a job which is specifically designed around your restrictions. A modified job offer will be made only when the work is available and of benefit to the company. Part-time work will be considered as modified work, if medically indicated. Each case will be assessed individually based on need. Modified work may not be implemented every time there is a loss claim. Wages will not necessarily be the same as those of the regular job.

If you take off work completely, or if light duty work is unavailable, you must report your medical condition and progress to the supervisor at least once a week.

Disciplinary Procedures

Employees who fail to comply with safety rules will be subject to disciplinary action up to and including termination. Supervisors will follow the normal disciplinary procedures as follows:

1) Verbal counseling must be documented in the employee's personnel file.
2) Written warning-outlining nature of offense and necessary corrective action.
3) Suspension without pay-once (1) working day without pay-the third step or a separate disciplinary action resulting from a serious violation.
4) Termination-if an employee is to be terminated, specific and documented communication between the supervisor and the employee must occur.

Supervisors will be subject to disciplinary action for the following reasons:

- Repeated safety rule violation by their department employees.
- Failure to provide adequate training prior to job assignment.
- Failure to report accidents and provide medical attention to employees injured at work.
- Failure to control unsafe conditions or work practices.
- Failure to maintain good housekeeping standards and cleanliness in their departments.

Supervisors who fail to maintain high standards of safety within their departments will be demoted or terminated after three documented warnings have been levied during any calendar year.

Accident Reporting & Investigation

It is the policy of CTC to carry out a thorough program of accident reporting and investigation. Supervisory personnel will be primarily responsible for investigating all accidents in their area. Accidents involving fire, death, serious injury, or extensive property damage will be investigated jointly by the supervisor and upper management.

The primary goal of the accident investigation program is the prevention of future accidents using knowledge derived from the investigation. Additionally, the investigation will be used to prepare reports required by Federal and State law as well as the Workers Compensation insurance carrier. These reports are critical in establishing the company's and the supervisor's liability under the law.

When an employee is injured at work the supervisor is responsible for taking emergency action to have first aid administered, to obtain professional medical attention as soon as possible, and to protect other employees and equipment. The supervisor must then begin to investigate the circumstances of the accident. The following procedures have been found to be effective when investigating accidents.

Go to the scene of the accident at once.

Talk with the injured person if possible. Talk to witnesses. Stress getting the facts-not placing blame or responsibility. Ask open-ended questions.

Listen for clues in the conversations around you.

Encourage people to give their ideas for preventing a similar accident.

Study possible causes-unsafe conditions, unsafe practices.

Confer with interested persons about possible solutions.

Write your accident report giving a complete accurate account of the accident.

Follow up to make sure conditions are corrected. If they cannot be corrected immediately, report this to your supervisor.

Publicize corrective action taken so that all may benefit from the experience.

Notify the Safety Coordinator(s) as well as the Project Officer (PO) and immediately with information regarding with whom, how, where, when, seriousness of accident and medical treatment received of the injured person or persons whenever an accident occurs. Accident scenes shall not be disturbed until released by investigating personnel with the exception of emergency rescue and emergency measures.

Vehicle Accidents-What to do:

Make sure your vehicle has a fully stocked accident kit. The kit should contain:

- Current vehicle registration
- Current proof of vehicle insurance
- Several business cards from the owner or manager
- Pen, and or pencil
- Accident reporting form from your office and insurance company
- Trailer registration if applicable
- Several witness cards

Attend to all injured victims. Assess the situation and attend to the most seriously injured first. Do not move any victim unless there is danger from other vehicles and traffic, or danger of fire or explosion. Do not move vehicles. The police need to see the accident prior to moving any vehicle (s). Protect the scene of the accident by placing flares, flags, or reflectors where they can be seen by approaching traffic. Physically direct traffic around the accident scene if necessary; do not expose yourself to danger in traffic. If your vehicle is moved, get the name of the person or company that moved it. If it is removed from the scene, find out where it is taken. Conduct your own investigation.

Get the names, addresses, phone numbers, driver's license number, vehicle license numbers, and insurance companies of all persons involved, year, make, and model of all vehicles involved. Offer the same information about yourself and your vehicle to others involved. Contact the office to let them know what has happened, and whether anyone was injured and/or taken to a hospital for emergency treatment. Do not admit fault or discuss the accident with anyone except the office of police.

Non-Emergency Injuries

If necessary, any employee(s) requiring treatment for all non-emergency injuries, or post emergency medical treatment that has been provided by local hospital, will be transferred to: TBD.

Emergency Action Plan

The following details the organizational structure of our plan and outlines emergency measures to be taken in the event of fire or another emergency.

Remember, your conduct and actions during the first few minutes of any emergency may not only save your life, but the lives of your fellow workers and other members of the community as well. Each truck will have emergency numbers available for ambulances, physician, hospital, fire and local police. Use most effective means of communication based on your location (cellular phone – if adequate service), two-way radio, hard line telephone or other acceptable means.

General Information

Two important telephone calls need to be made if the facility is to be evacuated because of a fire or disaster within the facility, or an external hazardous condition threatening the facility. If either of these two situations occurs; notify 911 (Emergency Medical Services and Police).

Upon order of management if you are working near a building and a fire breaks out, call emergency numbers if you cannot contain. Going into a building to let someone know of a fire outside the building is acceptable, however, the occupants will have their own safety officer and should have already been briefed in evacuation procedures.

Materials and supplies to be evacuated include, but may not be limited to, first aid kits, the MSDS binder and the personnel roster.

Responsibilities

The Safety Director will:

- Coordinate the Emergency Evacuation Plan throughout the facility.
- Make certain the Program is familiar to all personnel and that all new employees are promptly oriented.
- Schedule education as necessary.

The Safety Director will be aided by the Supervisors who will:

- Facilitate the Emergency Evacuation Plan.
- Keep contact check on all personnel to be sure that they are completely familiar with all phases of the Plan that they are required to know.
- See that personnel participate in awareness training, fire classes, and other practice sessions as necessary.
- Be certain that all personnel are familiar with fire extinguishers and make thorough fire prevention inspections when they are assigned to do so.
- Take the necessary steps required to correct any fire hazards discovered.

It is the duty of every employee to:

- Be completely familiar with the Emergency Evacuation Plan and their duties of responsibilities in the program.
- Participate in all fire drills and practice sessions.
- Attend all fire training classes when assigned.

- Learn the location of, and how to operate all fire extinguishing equipment.
- Report any fire and/or safety hazard.

Fire Emergency Plan

Keep Calm…Report all fires and smoke.

Personnel have been assigned to:

Notify the fire department.

1) For Emergency situation call 911.
2) For non-emergency situations call the COO.

The person reporting the fire to the fire department will provide them with the following information.

- Custom Tree Care, Inc.
- Address of incident
- What is burning (machines, paper, etc.)
- Location of fire (roof, plant, office, etc.)
- Type of fire (electrical, liquid, etc.)

Additional assignments have been made to attempt to extinguish fires with the use of on-premises equipment (extinguishers, hoses, etc.). A minimum of two people is required to fight a fire. To ensure employee safety, this is to be done only during the early stages of the fire. If the fire cannot be extinguished by the time your fire extinguisher runs out (roughly five (5) minutes) then you must notify emergency immediately.

Working away from the involved area, personnel will be assigned to:

- Check the driveways to see that they are clear for entry of firefighting equipment.
- Wait at the front entrance for the arrival of firefighting equipment. Direct the firemen to the fire if necessary.

Re-entry onto the property will not be permitted until it is declared safe to do so by management, or by the local fire/law enforcement officials.

Hazard Communication

Name of Contact Person: Greg Gathers

Title: President – CTC Disaster Response, Inc.

Hazard Evaluation

Chemical manufacturers and importers are required to review the available scientific evidence concerning the hazards of the chemicals they produce, and then report that information to employees who purchase their product. In most cases CTC will choose to rely on the evaluation performed by our suppliers. If for some reason we do not trust the evaluation of the manufacturer, we will arrange for additional testing.

We will consider the following chemicals used in our business to be hazardous:

- Diesel Fuel
- Gasoline

Label & Other Forms of Warning

We will make certain that containers are adequately labeled to identify the hazardous chemicals they contain and will show hazard warnings appropriate for your protection. The warnings will use a combination of words, pictures and symbols that will communicate the hazards of the chemical (s) in the container. The labels will be legible and prominently displayed. Our training program will include instruction on how to read and interpret label information.

Exceptions to this rule are as follows:

- We are permitted to post signs that convey the hazard information if there are several stationary containers in each area, which have similar contents and hazards.
- We are not required to label portable containers if the transferred chemical is for immediate use by the employee who made the transfer.
- We are not required to label pipes or piping systems.

Employee Training

It is the goal of CTC to provide hazard communication training during the first 30 days of employment and whenever a new chemical is introduced to a given work area. Training will be done in a meeting setting and will be conducted by the Program Coordinator or another who has been properly trained.

The training program will consist of:

- How the hazard communication program is implemented, how to read and interpret information on labels and MSDS, and how employees can obtain and use the available hazard information.
- The hazards of chemicals to which employees are exposed in the work area.
- Measures employees can take to protect themselves from the hazards.
- Specific procedures put into effect by the company to provide protection, such as personal protective equipment, mechanical guards, or protective processes.
- Methods that you can use, such as visual appearance or smell, to detect presence of hazardous chemicals to which you or your co-workers may be exposed.
- Name and/or job title of who you can go to if you have questions.

Quality & Warranty of Work

CTC will provide a service that meets and exceeds standards of excellence. The work done on all our projects is guaranteed to be done in a timely, professional manner with expertise in all aspects of arboriculture. Upon completion of work assigned, a Certified Arborist will be available to go through with the project coordinator to ensure the work performed meets and exceeds his or her expectations. Letters of recommendation are available upon request. A listing of past performance is also available noting work done both as a Prime Contractor and a Sub-Contractor.

Quality Control

Greg Gathers – President – CTC Disaster Response, Inc. shall be responsible for overseeing all aspects of quality control throughout the duration of the project. Greg is a Certified Arborist with the KAA and ISA and has authority to make recommendations and implement plans of action for all tree care operations. Proof of certification including Membership and Certification Numbers will be provided to the current Contract Administrator of this agreement.

BONDING LETTER

FINANCIAL SURETY UNDERWRITERS, LLC

January 3,2023

To Whom It May Concern

RE: CTC Disaster Response, Inc..

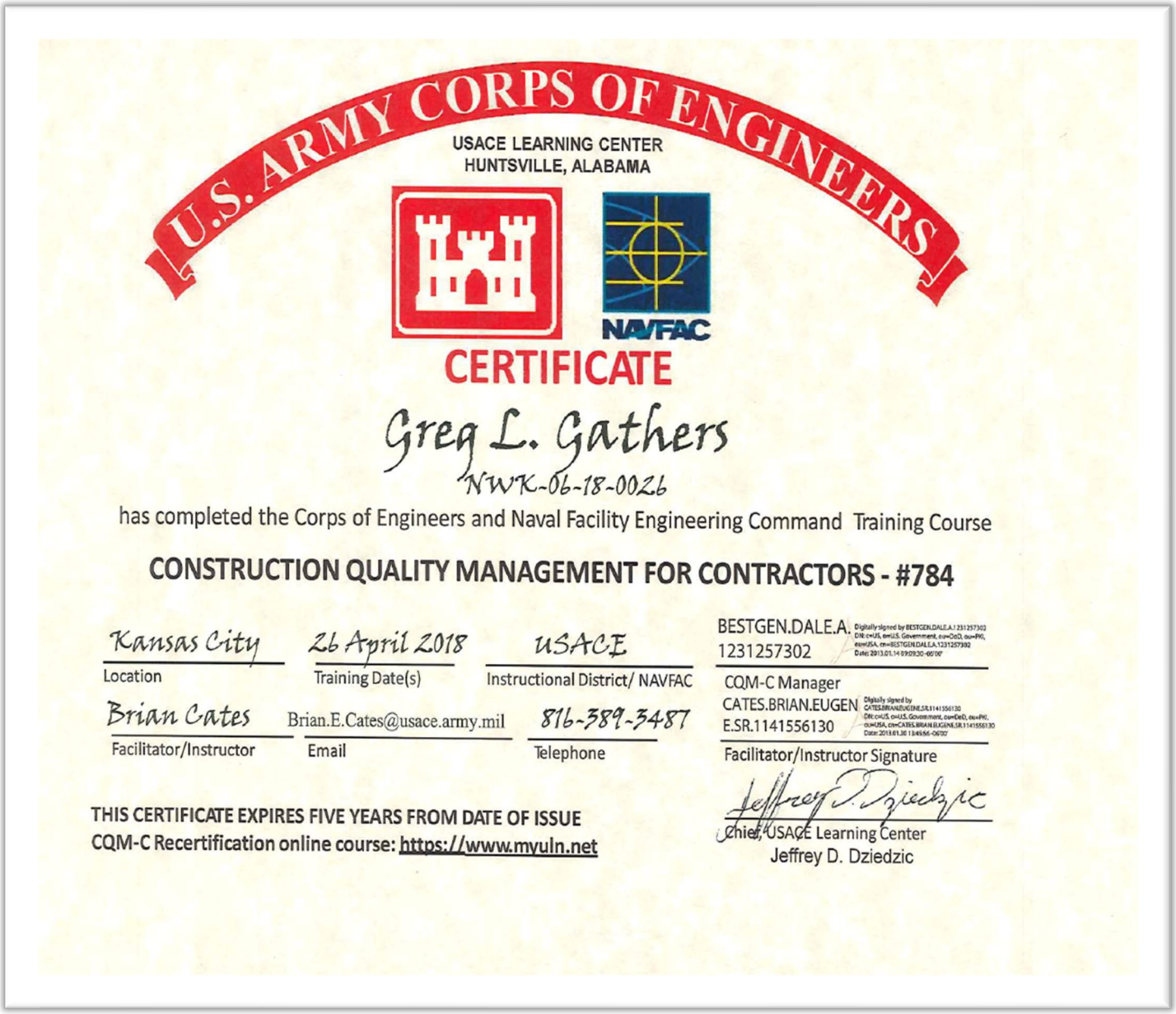
CTC Disaster Response, Inc. (CTC) has current potential bonding capacity with surety Atlantic Specialty Insurance Company (Atlantic Specialty) of up to $20,000,000. Atlantic Specialty strongly recommends CTC for any project based on its knowledge of and experience with the company. This surety is rated A+ by A.M. Best. Bonding support for all Atlantic Specialty clients is conditioned on acceptable terms and conditions of contracts and bond forms and those clients continuing to meet annual underwriting parameters. Any arrangement for bonding is ultimately a matter between the Atlantic Specialty and CTC and we assume no liability to third parties if for any reason any bonds are not executed.

Sincerely,

Mike Gardner
Account Executive/Licensed Agent

4956 SUGAR PIKE ROAD
CANTON, GA 30115
678-297-5566 FAX 678-297-0179

USACE CERTIFICATE



U.S. ARMY CORPS OF ENGINEERS

USACE LEARNING CENTER
HUNTSVILLE, ALABAMA

NAVFAC

CERTIFICATE

Greg L. Gathers

NWK-06-18-0026

has completed the Corps of Engineers and Naval Facility Engineering Command Training Course

CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS - #784

Kansas City	26 April 2018	USACE
Location	Training Date(s)	Instructional District/ NAVFAC

BESTGEN.DALE.A.1231257302 Digitally signed by BESTGEN.DALE.A.1231257302 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA, cn=BESTGEN.DALE.A.1231257302 Date: 2013.01.14 09:09:30 -06'00'

CQM-C Manager

Brian Cates	Brian.E.Cates@usace.army.mil	816-389-3487
Facilitator/Instructor	Email	Telephone

CATES.BRIAN.EUGENE.SR.1141556130 Digitally signed by CATES.BRIAN.EUGENE.SR.1141556130 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA, cn=CATES.BRIAN.EUGENE.SR.1141556130 Date: 2013.01.30 13:45:56 -06'00'

Facilitator/Instructor Signature

THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE
CQM-C Recertification online course: https://www.myuln.net

Jeffrey D. Dziedzic

Chief, USACE Learning Center
Jeffrey D. Dziedzic

CUSTTRE-03 DROWE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Derek Rowe	
World Insurance Associates, LLC 1415 SW Topeka Blvd Topeka, KS 66612	PHONE (A/C, No, Ext): (785) 271-8097	FAX (A/C, No):
	E-MAIL ADDRESS: derekrowe@worldinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Specialty Underwriters Ins Co	13037
INSURED	INSURER B : Cincinnati Indemnity Company	23280
CTC Disaster Response 4011 SW 29th St. PMB #130 Topeka, KS 66614	INSURER C : American Interstate Insurance Company	31895
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		CSU 0229745	2/14/2025	2/14/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		ENP 0677479	2/14/2025	2/14/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			ENP 0677479	2/14/2025	2/14/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y	N/A	X	AVWCKS3348522025	2/12/2025	2/12/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Excess Liability -GL			CSU 0229747	2/14/2025	2/14/2026	Limit	5,000,000
B	L/R Equipment			ENP 0677479	2/14/2025	2/14/2026	Limit	420,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Emergency/Disaster Debris Removal for Hardin County

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03)

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AFFIRMATIVE ACTION PLAN

Policy Statement

It is the policy of CTC that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors. Suppliers and other required personnel on all contracts awarded by our Contracting Partners

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the contracting agency and CTC, Inc. unless otherwise designated in the signed contract. Subcontractors and/or suppliers to CTC, Inc. will also be bound by the requirements of Rule Chapter 14-78 F.A.C.

CTC, Inc., and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses can compete and perform work contracted.

CTC, Inc., and its subcontractors shall not discriminate based on race, color, religion, national origin, disability, sex or in the administration of contracts.

CTC, Inc. has designated and appointed a Liaison Officer to develop, maintain and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout CTC, Inc. and to disadvantaged controlled businesses. The statement is posted on notice boards of the company.

Greg Gathers, President

CTC Disaster Response, Inc.
4011 SW 29th St. #130
Topeka, KS 66614
(785) 478-9805

I. DESIGNATION OF LIAISON OFFICER

CTC, Inc. will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the Florida Department of Transportation. A Liaison Officer has been appointed to develop and maintain this Affirmative Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C.

The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring CTC, Inc. the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all governmental contracts.
2) The Liaison Officer will submit all records, reports, and documents required by the governmental agencies, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the individual governmental agencies.
3) The following individual has been designated Liaison Officer with responsibility for implementing CTC, Inc. affirmative action program in accordance with the requirements of local, state and Federal government agency contracts.

II. AFFIRMATIVE ACTION METHODS

To formulate a realistic Affirmative Action Plan, CTC, Inc. has first identified the following known barriers to participation by disadvantaged subcontractors. These barriers are:

1) Lack of qualified disadvantaged subcontractors in our specific geographical areas of work.
2) Lack of certified disadvantage subcontractors who seek to perform under specified contracts.
3) Lack of interest in performing under specified contracts.
4) Lack of response when requested to bid.
5) Limited knowledge of the specified governmental contracts plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of CTC, Inc. to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with the various and individual governmental contracts. CTC, Inc. will:

1) Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted.
2) Advertise in minority focused media concerning subcontract opportunities with the Company.
3) Select portions of the work to be performed by DBEs in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4) Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities.

5) Waive requirements of performance bonds where it is practical to do so.
6) Attending pre-bid meetings held by the governmental contracting agency to apprise disadvantaged subcontractors of opportunities with the Company.
7) Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the company is interested in the subcontract opportunity.

CTC, Inc. understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

On contracts with specific DBE goals, CTC, Inc. will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, CTC will, as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

IV. REPORTING

1) CTC, Inc. shall keep and maintain such records as are necessary to illustrate and demonstrate compliance with its' DBE Affirmative Action Plan.
2) CTC, Inc. will design its record keeping system to indicate:
3) The number of DBE subcontractors and suppliers used, including items of work, materials and services provided.
4) The efforts and progress being made in obtaining DBE subcontractors through local and community sources.
5) Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all governmental agencies' projects.
6) CTC, Inc. shall comply with any governmental agencies' requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORIES

CTC, Inc. will utilize the DBE Directory published by each governmental agency for that specific city, state, county and/or region, including agencies such as Natural Resources Conservation Service, State Departments of Transportation, and other required agencies.

CTC, Inc. will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.

INDUSTRY ASSOCIATION MEMBERSHIPS

Current Industry Association Memberships

Arkansas Emergency Management Association
http://www.arkansas-ema.org

Better Business Bureau
http://www.bbb.org

Emergency Management Association of Texas
http://www.emat-tx.org

Florida Emergency Preparedness Association
http://www.fepabeta.org

International Association of Emergency Managers
http://iaem.com

International Society of Arboriculture
http://www.isa-arbor.com

Iowa Emergency Management Association
http://iowaema.com

Kansas Emergency Management Association
http://www.kema.org

Louisiana Emergency Preparedness Association
http://lepa.org

Missouri Emergency Management Association
http://www.mo-ema.org

National Emergency Management Association
http://www.nemaweb.org

North Carolina Emergency Management Association
http://www.ncema.net

Oklahoma Emergency Management Association
http://www.oema.us

South Carolina Emergency Management Association
http://www.scemaonline.org

Tree Care Industry Association
http://tcia.org

Virginia Emergency Management Association
http://www.vemaweb.org

LETTERS OF RECOMMENDATION

CITY OF THE VILLAGE

2304 MANCHESTER DR.
THE VILLAGE, OK 73120-3729
PHONE (405) 751-8861 V/TDD
FAX 748-7352 - EMAIL *city_hall@thevillageok.org*

OFFICE OF THE CITY MANAGER
BRUCE K. STONE

March 18, 2021

Lisa Johnson
Custom Tree Care, Inc.
6021 SW 29th Street, PMB 130
Topeka, KS 66614

Re: Letter of Recommendation

Dear Ms. Johnson:

It is my pleasure to offer this letter of recommendation for your company. Custom Tree Care performed storm debris removal services for the City of The Village after a devastating ice storm in October 2020. Your crews were extremely knowledgeable of FEMA requirements, had excellent equipment and did a professional job. Although we certainly would not be excited about cleaning up after another disaster, we would not hesitate to hire your company to get the job done.

Sincerely,

Bruce K. Stone,
City Manager

TOWN OF CEDAR POINT

Mayor
Scott Hatsell

Mayor Pro-Tem
Pam Castellano

Board of Commissioners
John M. Nash
Pam Castellano
David Winberry
Frankie Winberry



Town Administrator

Christopher D. Seaberg

Mailing Address
PO Box 1687
427 Sherwood Avenue
Swansboro, NC 28584
Phone: 252-393-7898

www.cedarpointnc.org

December 3, 2018

Mr. Greg Gathers
Custom Tree Care, Inc.
3722 SW Spring Creek Lane
Topeka, KS 66610

Dear Mr. Gathers

Hurricane Florence left the Town of Cedar Point considerably damaged, with significant amounts of debris, both vegetative and construction. Custom Tree Care, Inc. did a great job not only getting the debris cleaned up and hauled off, but in an orderly fashion.

We appreciate the dedication and professional service that the staff of Custom Tree Care provided to the Town of Cedar Point.

Sincerely,

Jayne Calhoun

Jayne Calhoun
Town Clerk

CTC
DISASTER RESPONSE

Mayor David Fowler
Commissioner Steve Martin
Commissioner Mike King
Commissioner Charlie Evans

Town of Cape Carteret
Est 1859
North Carolina

Mayor Pro Tem Minnie Truax
Commissioner Don Miller
Town Manager Zachary Steffey
Attorney Brett DeSelms

102 Dolphin Street
Cape Carteret, NC 28584

February 18, 2019

To Whom It May Concern:

Custom Tree Care was mobilized to the Town of Cape Carteret following Hurricane Florence to provide vegetative and C&D debris removal. We were pleased with the speed at which Custom Tree Care mobilized and their willingness to work with the Town to get the debris removed in an expeditious manner. Custom Tree Care demonstrated a commitment to making sure that the Town and our citizens were pleased with the debris removal process and they addressed all issues in a timely manner. We would recommend Custom Tree Care to any client looking for prompt and professional debris removal services.

Zachary Steffey
Town Manager

CTC
DISASTER RESPONSE

William Blair, III
Mayor

Elizabeth King
Alderman

Ken Dull
Alderman

Darryl Mills
Mayor Pro Tem

Hank Miller
Alderman

Tim Owens
Town Manager

TOWN OF WRIGHTSVILLE BEACH
Post Office Box 626
321 Causeway Drive
Wrightsville Beach, North Carolina 28480
(910)239-1700
FAX (910)256-7910

January 30, 2019

Greg Gathers
Custom Tree Care
6021 SW 29th Street, PMB 130
Topeka, Kansas PMB 130

Dear Mr. Gathers,

Custom Tree Care, Inc. did an outstanding job of clearing the Town of debris associated with Hurricane Florence. The response time was extremely fast and the work was completed quickly. Custom Tree Care Staff were accessible and easy to work with even during the busiest of times. All of the sub-contractors that worked on the job did a remarkable job given the limited space allowed to get the work done.

In addition, the Town originally thought that the services of Custom Tree Care, Inc. would be needed for assistance with the initial clearing of debris from roads. When called, Custom Tree Care, Inc. was prepared to respond quickly. I appreciate all of the hard work by Custom Tree Care, Inc. that allowed us to begin the recovery process. If needed, I would recommend Custom Tree Care, Inc. to other governmental entities for disaster recovery work.

Sincerely,

Timothy W. Owens
Town Manager

CTC
DISASTER RESPONSE

TOWN of BELVILLE Incorporated 1977

63 River Road
Belville, NC 28451

Telephone (910) 371-2456
Fax (910) 371-2474

FEBRUARY 20, 2019

TO WHOM IT MAY CONCERN:

THE TOWN OF BELVILLE RECOMMENDS CUSTOM TREE CARE AS A REPUTABLE COMPANY THAT PERFORMS WITH EXCELLENCE. CUSTOM TREE CARE HAS CONDUCTED DEBRIS REMOVAL OPERATIONS FOR THE TOWN AFTER STORM EVENTS AND THEIR CREWS CONTNUE TO IMPRESS OUR STAFF WITH THEIR HIGH REGARD FOR SAFETY AND ACCOUNTABILITY WHILE COMPLETING THE TASKS THAT ARE ASSIGNED.

WE LOOK FORWARD TO A CONTINUED PARTNERSHIP WITH THEIR COMPANY TO ASSIST THE TOWN WITH THE RESPONSE AND RECOVERY PHASE OF NATURAL DISASTERS.

SINCERELY,

ATHINA WILLIAMS, TOWN ADMINISTRATOR

AW

CTC
DISASTER RESPONSE

WAYNECOUNTY
NORTH CAROLINA
Phone: (919) 731-1417
Fax (919) 731-1388

March 14, 2019

To Whom It May Concern:

It is my privilege to write this letter of reference for Custom Tree Care. We starting doing business with Custom Tree Care in 2016 and have been working with them ever since. I learned very quickly that the employees with Custom Tree Care are thoughtful, highly regarded and very good at what they do. They have earned the admiration of people that were fortunate enough to work with them.

I would recommend them for any debris removal project.

Sincerely,

Noelle Woods

Noelle Woods
Purchasing Manager
County of Wayne

City of Goldsboro
1601 Clingman Street
Goldsboro, NC 27533
919.734.8674
www.goldsboronc.gov

"Getting DIRTY so the City Can Shine!"

GOLDSBORO
PUBLIC WORKS

Letter of Reference

Greg,

I just wanted to pass on our thanks and appreciation for working with us and the citizens of Goldsboro during our recovery efforts after hurricane Matthew. Your staff was extremely accommodating and willing to work with us at every level to ensure debris was collected and removed as expediently as possible from within our City.

Your flexibility and willingness to continue to haul vegetative debris, even weeks after being awarded a separate contract to haul C & D debris, allowed us time to ensure all vegetative debris was collected and hauled away.

It was a pleasure doing business with you I would definitely recommend Custom Tree Care for future services.

Respectfully,

Richard E.A. Fletcher III
Interim Public Works Director
City of Goldsboro, NC

CTC DISASTER RESPONSE

November 28, 2017

RE: Recommendation Letter for Custom Tree Care, Inc.

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

To whom it may concern:

It is with great pleasure that I write this letter of recommendation for Custom Tree Care, Inc. (CTC).

The Town contracted with CTC for Disaster Debris Management Services in June of this year at the beginning of Hurricane Season. Three months later, Hurricane Irma came through South Florida and the Town quickly called upon CTC for help. CTC arrived on site prior to the hurricane and remained on site until the cleanup was complete. Their crews began cutting up and cleaning up debris immediately following the storm and did not stop until the cleanup efforts were completed in less than 3 weeks. The debris was then grinded down and hauled off to the landfill, with the final load being hauled on October 17, 2017. Needless to say, CTC was remarkably responsive and thorough in completing post hurricane cleanup operations.

In addition to their incredible cleanup efforts, CTC and their staff are extremely knowledgeable with the FEMA guidelines and required documentation. They provided the Town will all of the documents required for federal assistance in a neat and orderly manner. During their first field visit, the FEMA representative received all of the information required and our request for reimbursement is currently being processed.

Greg and his crew at CTC are extremely professional, competent, courteous and are truly a pleasure to work with. Hiring CTC is, without question, the best decision that I have ever made.

If you need any additional information, please do not hesitate to contact me at 305-866-6241 or at jcjimenez@bayharborislands-fl.gov.

Sincerely,

J.C. Jimenez
Assistant Town Manager

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

9665 Bay Harbor Terrace • Bay Harbor Islands, FL 33154 • Tel: (305) 866-6241 • Fax: (305) 866-4863 • www.bayharborislands-fl.gov

SOUTH BROWARD DRAINAGE DISTRICT

March 19, 2018

To Whom It May Concern

RE: LETTER OF REFERENCE FOR CUSTOM TREE CARE, INC.

To Whom It May Concern:

Please be advised that Custom Tree Care, Inc. provided contract services to South Broward Drainage District (SBDD) for Hurricane Irma debris removal and disposal.

Custom Tree Care, Inc. assisted SBDD in the removal of Hurricane Irma debris (trees and vegetation) from within water bodies at approximately 100 locations throughout SBDD's jurisdictional boundaries. In addition, Custom Tree Care, Inc. loaded and hauled 1,110 Cubic Yards (CY) of stockpiled debris from SBDD's Disaster Debris Management Site (DDMS) to the Broward County landfill approximately 30 miles away.

Custom Tree Care, Inc. performed all of its work in accordance with the terms and conditions of the contract with SBDD.

I f you have any questions or require any additional information regarding this letter of reference, please call.

Sincerely,

SOUTH BROWARD DRAINAGE DISTRICT

Kevin M. Hart, P.E., CFM
District Director

6591 Southwest 160 Avenue • Southwest Ranches, Florida 33331 • Telephone: 954-680-3337 • Fax: 954-680-3339

City of West Park
1965 South State Road 7
West Park, FL 33023
Phone: 954-989-2688
Fax: 954-989-2684

www.cityofwestpark.org

Eric H. Jones, Jr.
Mayor

...

Brian C. Johnson
Vice-Mayor

...

Felicia M. Brunson
Commissioner

...

Thomas W. Dorsett
Commissioner

...

Kristine Judelkis
Commissioner

...

W. Ajibola Balogun
Administrator

...

Alexandra Grant
Clerk

March 27, 2018

Subject: Custom Tree Care, Letter of Reference

To whom it may concern:

The subject vendor is currently one (1) of our contracted emergency debris collectors/haulers and played an instrumental part with our recovery during the Hurricane Irma event, here in Broward County, during fall of 2017. Their staff is responsive to our needs and professional while performing contracted duties. We hold no reservation as to recommending C.T.C. to fellow colleagues and plan to utilize their expertise in the near future.

If you have any question and/or concerns please contact me at 954-964-0284.

Sincerely,

Daniel Millien
Public Works Operations Manager

CTC
DISASTER RESPONSE

WITT | O'BRIEN'S
a SEACOR company

TO WHOM IT MAY CONCERN:

Please accept this letter of recommendation for Custom Tree Care, Inc.

Witt O'Briens had the pleasure of working alongside Custom Tree Care, Inc. during between (date) to (date). During that time, our prime responsibility was to monitor, document and validate all debris activities performed by the contractors.

We found Custom Tree Care, Inc to be the most professional, and safety- minded contractor we have ever worked with.

They performed all required duties in a timely manner, utilizing the best maintained equipment for the purpose.

The required documentation provided to us exceeded what we have experienced in the past. Thereby, allowing the contracting agency to receiving federal, state and other compensation in a most expedient manner.

We feel that, although Custom Tree Care, Inc. may not be the largest or the oldest in the emergency recovery business they are by far one of the best in the business.

Therefore, we are happy to give a full recommendation on their services.

Please contact Ryan Booth at 251-509-6923 or rbooth@wittobriens.com for further information.

Sincerely,

Ryan Booth
Debris Operations Specialist
Witt O'Briens

818 Town & Country, Suite 200, Houston, TX 77024 20005 | t. +1 (281) 320-9796 f. +1 (281) 320-9700 | www.wittobriens.com

SUBMITTAL OF REQUIRED FORMS

REQUEST FOR PROPOSALS FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES FOR HENDRY COUNTY, THE CITY OF CLEWISTON, AND THE CITY OF LABELLE

RFP No. 2025-22

OPENING DATE AND TIME: JULY 18, 2025 AT 2:00 P.M.

Hendry County
"Sweet, Friendly...Country"

Prepared by: Hendry County Engineering Department
Dated: June 4, 2025

HENDRY COUNTY
BOARD OF COUNTY COMMISSIONERS
LABELLE, FL 33935

RFP No. 2025-22

EMMA J. BYRD, CHAIRPERSON
EMORY "ROWDY" HOWARD
MITCHELL WILLS
RAMON IGLESIAS
MICHAEL ATKINSON

JENNIFER DAVIS, COUNTY ADMINISTRATOR
MATT RAULERSON, COUNTY ATTORNEY

REQUEST FOR PROPOSALS FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES FOR HENDRY COUNTY, THE CITY OF CLEWISTON, AND THE CITY OF LABELLE

RFP No. 2025-22

OPENING DATE AND TIME: JULY 18, 2025 AT 2:00 P.M.

The Hendry County Board of County Commissioners, the City of Clewiston, and the City of LaBelle are seeking proposals to obtain the services of qualified firms to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property, public rights-of-way, and private roadways in unincorporated Hendry County, the City of Clewiston, and the City of LaBelle in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes. The Vendor must handle debris management activities in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the local governments' needs. The Vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other Federal Agencies, and other State relief program regulations regarding eligibility. Contracts must meet rules for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 in order to be eligible for reimbursement under the Public Assistance Program. All submittals (see Section VI, Submission Requirements) received in response to this RFP will be reviewed by a County Evaluation Committee. In order to be considered, submittals must be received by the Board of County Commissioners at the C. E. Hall Building (Clerk's Office) in the Hendry County Courthouse Complex, 25 E. Hickpochee Avenue, LaBelle, Florida by **July 18, 2025 at 2:00 P.M.**, at which time all responses to this request will be recorded in the presence of one or more witnesses.

A copy of the Instructions and RFP Documents can be obtained online at www.hendryfla.net under the Public Information tab or by calling (863) 675-5222.

The solicitation does not commit Hendry County, the City of Clewiston, or the City of LaBelle to award any contracts, to pay any costs incurred in the preparation of a response to this solicitation, or to contract for any services. The County retains the right to cancel this solicitation or reject any or all responses for any reason set forth in Hendry County Code Section 1-2-185(c)(3)a and may choose to re-procure at the discretion of the Board of County Commissioners.

Hendry County, the City of Clewiston, and the City of LaBelle are Equal Opportunity Providers and Employers.

Si necesita la assistencia de un interprete que hable espanol para participar un esta reunion, por favor pongase en contacto con Jorge Hernandez al (863) 612-4726.

SECTION I

GENERAL INFORMATION

All responses which comply with the requirements of this procurement will be considered.

Submittals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the response.

One (1) clearly identified original and five (5) copies (six (6) total) of your submittal are required along with an electronic version of the submittal on a jump/thumb drive. At least one (1) submittal must have an original signature. If only one original signature is submitted, please mark on the outside of the submittal which one is the original.

Submittals will be received by the Clerk's Office until **2:00 P.M.** on **July 18, 2025.**

Submittals are to be mailed to:

Clerk of Circuit Court,
Attn: Kimberley Barrineau, Clerk of Circuit Court
Hendry County Administration Building
PO Box 1760
LaBelle, Florida 33975

Or hand-delivered and/or Express Mailed to:

Hendry County Complex,
Clerk of Circuit Court
Attn: Kimberley Barrineau, Clerk of Circuit Court
C. E. Hall Bldg., Administration Wing, 2nd Floor, Room A-226,
25 E. Hickpochee Avenue
LaBelle, Florida 33935

The submitting respondent is required to have printed on the outer sealed envelope or wrapping containing its submission, the procurement number, title, opening date and time, and its company name and address. Facsimile submissions will not be accepted.

Submittals received after the date and time specified above shall be returned to the sender unopened and will not be considered.

All Submittals shall remain in effect for a period of one hundred fifty (150) days after submittal deadline.

Respondents shall be fully acquainted with the conditions relating to the execution of work required in this procurement. Failure of the respondent to become acquainted with existing conditions and the scope of services will in no way relieve the respondent of any obligation with respect to its submittal.

SECTION II

PURPOSE AND SCOPE OF SERVICES

Purpose: The Hendry County Board of County Commissioners, the City of Clewiston, and the City of LaBelle are seeking proposals to obtain the services of qualified firms to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property, public rights-of-way, and private roadways in unincorporated Hendry County, the City of Clewiston, and the City of LaBelle in response to emergency events such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes.

The Vendor must handle debris management activities in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the local governments' needs. The Vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other Federal Agencies, and other State relief program regulations regarding eligibility. Contracts must meet rules for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 in order to be eligible for reimbursement under the Public Assistance Program.

TERMS AND DEFINITIONS

a. **Applicable Local Government** – Hendry County, the City of Clewiston, or the City of LaBelle, whichever entity requests the particular services.

b. **Approved Final Disposal Site** – A final disposal location approved in writing by the Applicable Local Government and the Florida Department of Environmental Protection.

c. **Authorized Representative** – Applicable Local Government employees and/or contracted individuals designated by the Applicable Local Government Debris Manager

d. **Chipping or Mulching** – The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.

e. **City of Clewiston** – City of Clewiston, Florida, a Florida municipal corporation.

f. **City of LaBelle** – City of LaBelle, Florida, a Florida municipal corporation.

g. **Construction and Demolition Debris (C&D)** – Construction and demolition debris includes components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. Current eligibility criteria includes:

- Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

h. **Debris** – Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: Vegetative Debris, Construction and Demolition Debris, and personal property.

i. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site.

j. **Debris Manager** – The person designated by the Applicable Local Government to lead the debris removal process and provide general oversight for all phases of debris removal operations within the Applicable Local Government.

k. **Debris Monitoring** – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

l. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

m. **Demobilization** – Following the completion of services provided under the resulting contract, the Vendor will remove all equipment, supplies and other associated materials involved in the services provided to the Applicable Local Government. The Vendor will leave all sites utilized clean and restored to the original state as approved by the Applicable Local Government and verified through soil and groundwater samples, if required.

n. **Designated Area** – Generally bounded by Hendry County line, including the City of Clewiston and the City of LaBelle, and includes public property, rights-of-way and

easements that were directly affected by a debris-generating event. If approved by the Applicable Local Government, it can include private rights-of-ways and easements.

o. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to along with its numerical identification.

p. **Easement** - The portions of land over which facilities such as roads, streets, railroads or power lines are built or upon which the Applicable Local Government holds a right of access. It includes land on both sides of the facility up to the easement line.

q. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the Applicable Local Government to the Vendor) of the FEMA Public Assistance Program and Policy Guide (FP 104-009-2) and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the FEMA during the course of a debris removal project.

r. **Emergency Debris Clearance** - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads).

s. **FEMA Public Assistance Program and Policy Guide** – Public Assistance Program and Policy Guide version 4 FP 104-009-2 issued June 1, 2020.

t. **Field Inspector** – Monitor as defined herein.

u. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

v. **Hanging Limb** – A hanging limb is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hanging limbs according to FEMA Public Assistance Program and Policy Guide are that the limb must be two inches or larger in diameter and the limb must threaten a public-use area.

w. **Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous stumps according to FEMA Public Assistance Program and Policy Guide are:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is 2 feet or larger in diameter when measured 2 feet above the ground.
- The stump is located on a public right-of-way, public easement or on public property.
- The stump poses an immediate threat to public health and safety.

x. **Hazardous Tree** - A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured four and one-half (4 ½) feet above ground level. The current eligibility requirements for leaning trees according to FEMA Public Assistance Program and Policy Guide include:

- Has a split trunk;
- Has a broken canopy; or
- Is leaning at an angle greater than 30 degrees.

y. **Hazardous Waste** – A solid waste is a hazardous waste if it is listed in Title 40 of the Electronic Code of Federal Regulations (CFR) Part §261.30, unless it has been excluded from this list under §260.20 and §260.22. The Administrator will indicate his basis for listing the classes or types of wastes listed in this subpart by employing one or more of the following Hazard Codes:

- Ignitable Waste
- Corrosive Waste
- Reactive Waste
- Toxicity Characteristic Waste
- Acute Hazardous Waste
- Toxic Waste

Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA) and contains properties that make it potentially harmful to human health or the environment.

z. **Hendry County** – Hendry County, a political subdivision of the State of Florida.

aa. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage.

bb. **Monitor** – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the Applicable Local Government's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector".

cc. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

dd. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

ee. **Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Vendor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

ff. **Right-of-Way** – The portions of land over which facilities such as highways, roads, streets, railroads or power lines are built or upon which the Applicable Local Government holds an easement. It includes land on both sides of the facility up to the private property line.

gg. **Vegetative Debris** – Vegetative debris includes whole trees, stumps, trunks, branches, limbs, and other leafy material. Current eligibility criteria include:

- Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

hh. **White Goods** – White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. The eligibility criteria for white goods are as follows:

- White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the major disaster event.

2.0. SCOPE OF SERVICES

Hendry County, the City of Clewiston, and the City of LaBelle are seeking proposals for the following services:

1. Debris removal from the city limits of the City of Clewiston
2. Stump removal within the city limits of the City of Clewiston
3. Leaner and hanger removal within the city limits of the City of Clewiston
4. Debris management site operation within the City of Clewiston
5. Debris removal from the city limits of the City of LaBelle
6. Stump removal within the city limits of the City of LaBelle
7. Leaner and hanger removal within the city limits of the City of LaBelle
8. Debris management site operation within the City of LaBelle
9. Debris removal within eastern unincorporated Hendry County (map showing the dividing line included as Exhibit "B")
10. Stump removal within eastern unincorporated Hendry County
11. Leaner and hanger removal within eastern unincorporated Hendry County
12. Debris management site operation within eastern unincorporated Hendry County.
13. Debris removal within western unincorporated Hendry County (map showing the dividing line included as Exhibit "B")
14. Stump removal within western unincorporated Hendry County
15. Leaner and hanger removal within western unincorporated Hendry County
16. Debris management site operation within western unincorporated Hendry County.

All of the services are described in detail below. Vendors will be required to fulfill the below specifications for all services.

2.1. The awarded contractor shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations **and to cover the expenses of a major recovery prior to being paid by the Applicable Local Government.** Established management teams must be in place. The Vendor(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster.

2.2. **The awarded contractor shall be knowledgeable of, and comply with, all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NRCS, and any other applicable federal, state, and local agencies at the time of the debris-generating event.**

2.3. Under this RFP, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the Applicable Local Government's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by Hendry County for the Vendor) by the FEMA Public Assistance

Program and Policy Guide and all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the Applicable Local Government Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services Sections 2.3.1 through 2.3.10 below. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled or dumped under a contract unless written instructions are given to the Vendor by the Applicable Local Government Debris Manager. It shall be the Vendor's responsibility, as applicable, to load, transport, reduce or properly dispose of any and all disaster generated debris which is the result of the event under which the Vendor was issued Notice to Proceed, unless otherwise directed by the Applicable Local Government Debris Manager in writing.

Scope of services under a contract may include services for the following activities, but will not be limited to:

2.3.1 Emergency Road Clearance

At the request of the Applicable Local Government, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from the Applicable Local Government roadways, to make them passable immediately following a declared disaster event. All roadways designated by the Applicable Local Government Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of Notice to Proceed from the Applicable Local Government to conduct emergency roadway clearance work. The Applicable Local Government may choose to extend the Vendor's seventy (70) hour limit through a written request. Clearance of these roadways will be performed as identified by the Applicable Local Government Debris Manager. The Vendor shall assist the Applicable Local Government and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Attachment L – Unit Rate Price Schedule.

2.3.2 ROW Vegetative Debris Removal

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on publicly-maintained ROW to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible vegetative debris will be performed as identified by the Applicable Local Government Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the Applicable Local Government's Authorized Representative, the debris removal vehicle will proceed immediately to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the Applicable Local Government Debris Manager.

e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the Applicable Local Government Debris Manager. The Applicable Local Government Debris Manager will provide specific Right-of-Entry (ROE) legal and operational procedures.

f. The Vendor must provide traffic control as conditions require or as directed by the Applicable Local Government Debris Manager.

g. Vendor(s) shall be required to provide the Applicable Local Government with access to one or more Rapid Response Crews (RRC) as directed by the Applicable Local Government. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the Applicable Local Government Debris Manager or the Applicable Local Government's Authorized Representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the Applicable Local Government deems a priority for overall recovery.

2.3.3 ROW C&D Debris Removal

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on publicly-maintained ROW to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible C&D debris will be performed as identified by the Applicable Local Government Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the Applicable Local Government's Authorized Representative, the debris removal vehicle will proceed immediately to the Applicable Local Government Approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the Applicable Local Government or its Authorized Representative.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the Applicable Local Government or its Authorized Representative. The Applicable Local Government will provide specific ROE legal and operational procedures.

f. The Vendor must provide traffic control as conditions require or directed by the Applicable Local Government Debris Manager.

g. C&D debris must be monitored for the collection, complete haul, and delivery at the Applicable Local Government Approved Final Disposal Site. The Applicable Local Government's Authorized Representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

h. The Vendor shall provide all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, and transportation to the Applicable Local Government Approved Final Disposal Site. White goods containing refrigerants must first have such refrigerants removed by the Vendor's qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. According to Florida Statutes Section 403.708(12), a person who knows or should know of the nature of white goods may not dispose of such solid waste in landfills. However, such solid waste is acceptable for recycling. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

2.3.4 Removal of Debris from Public Parks and Other Facilities

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible

disaster-related trees, vegetative, and non-vegetative debris existing in the Applicable Local Government Parks and Other Facilities to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

All debris removal from the Applicable Local Government Parks and Other Facilities will be at the approval and authorization of the Applicable Local Government prior to removal.

2.3.5 Removal of Debris from Canals/Waterways (REMOVED)

THIS SECTION HAS BEEN REMOVED.

2.3.6 DMS(s) Management, Operations and Reduction Through Grinding

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of eligible disaster related debris. Grinding must be approved by the Applicable Local Government Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the Applicable Local Government Debris Manager.

a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Vendor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Vendor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.

c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s).

d. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

e. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including a stabilized base for any roads that require stabilization for ingress and egress.

f. Vendor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.

g. Vendor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

h. Vendor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).

i. Vendor is responsible for all associated costs necessary to provide storm water management in accordance with applicable statutes or ordinances.

j. Vendor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

k. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible Hazardous Waste/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for Hazardous Waste/contaminant segregation, is a cost reflected in this scope of services. Hazardous Waste/contaminant material segregated and stored in lined containers at the DMS may be collected by the Applicable Local Government Authorized Representative.

l. Vendor is responsible for providing twenty-four (24) hour DMS(s) security.

m. Vendor will only permit Vendor vehicles and others specifically authorized by the Applicable Local Government or its authorized representative on site(s).

n. Vendor shall provide a tower(s) from which the Applicable Local Government or its Authorized Representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet appropriate specifications.

Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original or better condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the Applicable Local Government's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Applicable Local Government and FDEP.

Per Section 15 of this document, entitled "Environmental Protection", Vendor is responsible for the containment, collection, and safe disposal of all hazardous materials, including but not limited to fuel, oil, and chemicals. Vendor is responsible for all costs associated with the clean-up of hazardous materials; and clean-up shall be in accordance with all applicable federal, state, and local laws and regulations.

2.3.7 Haul-out of Reduced Debris to an Approved Final Disposal Site

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at the Applicable Local Government approved DMS(s) to the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. The Vendor shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.

b. The Vendor shall not use any disposal facility without the written consent of the Applicable Local Government Debris Manager. The Applicable Local Government will, if possible, pay all tipping fees. If direct payment by the Applicable Local Government is not possible, all costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the Applicable Local Government Debris Manager prior to issuing any such authorization.

c. The Vendor shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the Vendor(s) and the Applicable Local Government for permission to post an Applicable Local Government inspector or Authorized Representative at the site for verification of each load disposed.

d. The Vendor shall provide a sufficient number of debris site towers meeting the Applicable Local Government specifications to provide for the efficient delivery of waste streams without excessive waiting times. The Applicable Local Government shall make the sole determination of excessive wait times. To the extent that the Applicable Local Government determines that additional towers are required, additional towers must be operational within forty-eight (48) hours of the Applicable Local Government's request.

e. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered.

f. The Vendor shall not receive any payment from the Applicable Local Government for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a disposal site not approved by the Applicable Local Government.

2.3.8 Removal of Hazardous Trees and Hanging Limbs

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees and eligible hanging limbs. Eligible Hazardous Trees and Eligible Hanging Limbs will be identified by the Applicable Local Government or its Authorized Representative for removal. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs will be placed in the safest possible location on the Applicable Local Government ROW. Eligible Hazardous Trees less than six (6) inches in diameter, measured four and one-half (4 ½) feet above ground level, will be flush cut and left in the ROW for pick up by the Vegetation Debris Removal Vendor. The Applicable Local Government will not compensate the Vendor for cutting leaning trees less than six inches in diameter on a unit rate basis. If there is insufficient room for safe placement along Hendry County ROW, then Vendor must load the resulting debris as eligible hazardous trees or eligible hanging limbs as they are removed.

2.3.9 Removal of Hazardous Stumps

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous stumps. The Vendor shall be responsible for backfilling any voids left in the ground by removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the Applicable Local Government ROW, parks and facilities will be transported to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Stumps measured two feet above ground and less than two feet in diameter will be considered normal eligible vegetative debris and removed in accordance with Scope of Services, Section 2.3.2. The diameter of eligible stumps less than 2 feet in diameter will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Exhibit 'C" – FEMA Stump Conversion Table) and removed under the terms and conditions Scope of Services, Section 2.3.2.

a. Eligible hazardous stumps will be identified by the Applicable Local Government or its authorized representative for removal. Removal and transportation of eligible hazardous stumps existing on the Applicable Local Government ROW, parks, facilities, or private property will be performed as identified by the Applicable Local Government Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Vendor, in writing, by the Applicable Local Government Debris Manager.

b. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of Scope of Services, Section 2.3.2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of Scope of Services, Section 2.3.2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Exhibit "C" – FEMA Stump Conversion Table).

c. Stumps shall only be collected after the monitoring firm(s) and the Vendor(s) document and perform the following:

   i. Location. Determine the uprooted stump is located on improved public property or a public right-of-way and private right-of-way, when authorized. Record and document the location through means of photography, map depiction, and specific descriptive notations.

   ii. Size. Measure and record the diameter of the stump to be removed at the appropriate location.

   iii. Marking. Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.

   iv. Stump Worksheet. Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: 1) Names and signatures of parties present, 2) Physical location (street address, road cross streets, etc.), 3) stump number, 4) size of stump, 5) date.

d. The unit stump price shall include stump extraction, stump hauling and disposal at the Applicable Local Government Approved Final Disposal Site. Cavity filling will be separately priced on the Rate Schedule.

2.3.10 Other Debris Removal Work

Neither the Vendor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The Applicable Local Government reserves the right to require the Vendor to dismiss or remove from the project any workers as the Applicable Local Government sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

2.4. Event Activation

The Vendor(s) shall contact the Hendry Emergency Management Director at a minimum of forty-eight (48) hours prior to a hurricane event or immediately upon the

occurrence of a debris-generating incident within Hendry County for which there is no advance warning. After a disaster occurs, the Hendry County Emergency Management Director, or designee, will contact the Vendor(s) holding a Disaster Debris Removal and Disposal contract to advise them of the Applicable Local Government's intent to activate the contract for services authorized under this RFP. Before work begins, the Applicable Local Government must issue a written Notice to Proceed. Within sixteen (16) hours of receiving the Notice to Proceed, the Vendor(s) will send a management team to report to the Applicable Local Government Debris Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Vendor(s) shall begin within twenty-four (24) hours of notification by the Applicable Local Government. Within seventy-two (72) hours of receipt of the Notice to Proceed, the Vendor shall be fully established and continue authorized services. The Vendor(s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

2.5. Description of Designated Areas

The Designated area for debris removal is bounded by Hendry County's boundary and includes public property and public rights-of-way, the Applicable Local Government parks, other facilities of the Applicable Local Government and debris staging areas within the Applicable Local Government.

a. If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program Eligible roadways, the Vendor will be required to provide crews separate from those providing the Applicable Local Government ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will make one pass to collect debris from FHWA-ER eligible roadways. Further, the Vendor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways.

b. The Applicable Local Government Debris Manager will authorize and approve which services the Vendor shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the Applicable Local Government Debris Manager shall be removed. The number of complete passes the Vendor shall conduct through the Applicable Local Government is at the discretion of the Applicable Local Government Debris Manager. Partial removal of debris piles is strictly prohibited. The Vendor shall not move from one designated work area to another designated work area without prior approval from the Applicable Local Government Authorized Representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Vendor shall not enter onto private property

during the performance of the contract unless specifically authorized by the Applicable Local Government Debris Manager in writing.

d. For first pass, loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.

e. For subsequent and/or final pass, loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.

f. Vendor shall deliver all disaster related debris to an Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.

g. The DMS Vendor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Vendor reduction, handling, disposal and remediation methods must be approved, in writing, by the Applicable Local Government Debris Manager.

h. Payment for disposal costs such as tipping fees incurred by the DMS Vendor at an Applicable Local Government Approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the Applicable Local Government as a pass through cost if not paid by the Applicable Local Government. Prior to reimbursement by the Applicable Local Government, the Vendor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Vendor will also be required to provide proof of Vendor payment to the Applicable Local Government Approved Final Disposal Site.

i. The Vendor shall conduct the work so as not to interfere with the disaster response and recovery activities of other vendors or local, state and federal governments or agencies, or any public utilities.

j. The Applicable Local Government reserves the right to inspect DMS and Approved Final Disposal Site, verify quantities and review operations at any time.

2.6. Debris Management Sites and Final Disposal Sites

The selected DMS Vendor is responsible for providing final disposal of all debris generated and collected within the Applicable Local Government in accordance to requirements of FEMA, FHWA, FDEP, and all other applicable federal, state, and local laws and regulations. Prior to the award of this agreement, and annually

thereafter, the selected DMS Vendor shall provide a list of Final Disposal Site(s) to be used for debris disposal.

The DMS Vendor is responsible for providing a sufficient number of DMS to support the event in which the contract is activated. The DMS Vendor shall provide the Applicable Local Government with a list of potential DMS locations annually.

Hendry County has three (3) potential DMS sites that Hendry County may authorize for debris management. Prior to the start of each hurricane season, the Vendor shall evaluate any Hendry County provided DMS Site. Hendry County maintains the right to limit the use and/or eliminate any or all DMS Sites at Hendry County's sole discretion. Vendors are placed on notice that the County is in the process of selling Airglades Airport, at which point it will be removed as a DMS. Hendry County shall authorize, in writing, the use of any Hendry County provided DMS prior to the start of operations.

ZONE 1 - CITY OF CLEWISTON

To be determined.

ZONE 2 – CITY OF LABELLE

To be determined.

ZONES 3 AND 4 EASTERN AND WESTERN UNINCOPORATED HENDRY COUNTY

WACS ID	98161
Site Name	Airglades Airport – Diamond Area
Site Address	2100 Airglades Blvd; Clewiston, FL 33440
GPS Location	Lat 26:44:27.2 / Long 81:2:54.5
Estimated Size	
Type of Debris Managed	Vegetative Debris

WACS ID	99040
Site Name	Port LaBelle Staging Area
Site Address	3490 Utility Drive; LaBelle, FL 33935
GPS Location	Lat 26:44:57 / Long 81:23:1
Estimated Size	
Type of Debris Managed	Vegetative Debris

WACS ID	To be determined
Site Name	Banyan Village
Parcel Identification Number	4-29-43-10-130-000B-002.2
GPS Location	Lat 26:45:17 / Long 81:16:19
Estimated Size	14.8 Acres

Type of Debris Managed	Vegetative Debris

If additional DMS locations are needed for the operation, the DMS Vendor shall provide a list of DMS locations. The list will include all necessary site information to allow the Applicable Local Government to submit to FDEP for approval. If the Vendor(s) establish any additional DMS, a copy of the agreement showing indemnification of the Applicable Local Government for the use and proposed restoration plan of the additional sites, shall be provided to the Applicable Local Government. In addition the DMS Vendor shall execute a hold harmless agreement for each Vendor-established DMS that is not located on the Applicable Local Government property. The hold harmless agreement must be approved by the Applicable Local Government prior to execution.

Prior to the use of any DMS (either the Applicable Local Government-provided DMS or Vendor(s)-established DMS) analysis of both groundwater and soil will be required to establish pre-use conditions (post remediation site sampling may also be required of the Vendor). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the Applicable Local Government at the expense of the DMS Vendor(s). The results of such testing shall be sent directly from the professional to the Applicable Local Government. The Vendor shall be required to provide the Applicable Local Government with site photographs for each DMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.

The cost associated with acquiring, preparing, leasing, renting, operating, remediating land used as DMS in the Applicable Local Government is a cost borne by the DMS Vendor and compensated based on the Vendor's bid for site management and reduction of debris.

The Applicable Local Government may also establish designated Residential Convenience Centers (residential drop-off sites). The DMS Vendor will be responsible for removing all disaster related debris from those sites. Vendor shall not collect debris from the Residential Convenience Centers while sites are open to the public and/or when residents occupy the site. Depending on the volume of debris at a Residential Convenience Center, the Vendor may be required to push material to make room for additional debris.

The DMS Vendor's Operations Manager will assign a Foreman to each DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, safety, and applicable requirements of Section 2.3.6 of this document entitled "DMS(s) Management, Operations, and Reduction Through Grinding". The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Vendor's Operation Manager, who will in turn provide this information to the Applicable Local Government. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory requirements.

The DMS Vendor will be responsible for returning all utilized DMS to their original condition or better prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Applicable Local Government and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

2.7. Contracts

2.7.1 Notice to Proceed

When services are required, the Applicable Local Government shall issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the Applicable Local Government be liable for any services rendered unless the written Notice to Proceed has been sent by the Applicable Local Government and received by the Vendor(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed.

2.7.2 Termination for Convenience

The Applicable Local Government reserves the right to terminate the contract with the Vendor(s) at any time and for any reason.

2.7.3 Changes in Scope of Work

The Applicable Local Government Debris Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be agreed upon and incorporated by written amendment to the agreement.

2.7.4 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Area Surplus Firms

The Vendor, if subcontracts are anticipated or let, shall take the five affirmative steps set forth in §200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.0. Oversight

3.1 On-Site Project Manager

The Vendor(s) shall provide an on-site project manager to the Applicable Local Government. The project manager shall provide a mobile telephone number to the Applicable Local Government with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the Applicable Local Government Debris Manager and/or the Applicable Local Government Authorized Representative. Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, the Applicable Local Government coordination, and damage repairs. Frequency of meetings may be adjusted by the Applicable Local Government Debris Manager. The Vendor(s)' project manager must be available twenty-four (24) hours a day, or as required by the Applicable Local Government Debris Manager.

3.2 Superintendent Shall be Supplied by the Vendor

The Vendor(s) shall employ a competent superintendent who shall be in attendance at all times during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under the contract for the Vendor. All authorized communications given to the superintendent by the Applicable Local Government, and all contract-related decisions made by the superintendent, shall be binding on the Vendor. The superintendent shall be considered to be, at all times, an employee of the Vendor under its sole direction and not an employee or agent of the Applicable Local Government.

3.3 Safety

The Vendor(s) shall be responsible for maintaining safety at all sites at which it is working. The DMS Vendor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. The Vendor(s) will also be responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of the contract.

4.0. Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the Applicable Local Government's Authorized Representatives prior to its use by the Vendor(s). The Applicable Local Government or its Authorized Representative may also perform periodic re-inspection of vehicles to verify the certified capacity.

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site. If falling debris from hauling vehicles presents an issue, the Applicable Local Government reserves the right to require the contractor to "tarp" or cover debris when hauling.

d. Trucks or equipment designated for use under the contract shall not be used for any other work. The Vendor(s) shall not solicit work from private citizens or others to be performed in the designated work area during recovery efforts for an event. Under no circumstances will the Vendor(s) mix debris hauled for others with debris hauled under the contract. Failure to abide by this restriction may result in a suspension of the violating truck, crew, or sub-contractor.

e. Equipment used shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the Applicable Local Government Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the Applicable Local Government Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

5.0. Traffic Control

The Vendor shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Vendor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Vendor shall provide sufficient signing, flagging, traffic cones and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Vendor. No further work shall take place until the

deficiency is corrected. Neither the Applicable Local Government Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Vendor for traffic control is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of the scope of services.

Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." The foregoing requirements are to be considered as minimum and the Vendor's compliance shall in no way relieve the Vendor of final responsibility for providing adequate traffic control devices for the protection of the public and Vendor's employees throughout the work area.

6.0. Hazardous Waste and Other Hazardous Materials

The Vendors shall set aside and reasonably protect any Hazardous Waste and other hazardous materials encountered during debris removal operations for collection and disposal by the Applicable Local Government. The Vendor shall notify the Applicable Local Government's monitoring firm(s) of the nature and location of any such debris encountered.

The Vendors and personnel must make every reasonable effort to avoid transporting Hazardous Waste and other hazardous materials to the DMS(s) or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Vendor shall be responsible for proper handling and storage of any Hazardous Waste and other hazardous materials brought by his/her workforce. The DMS Vendors shall provide a suitable area at each DMS to accommodate all Hazardous Waste and other hazardous materials inadvertently brought to the site.

The Applicable Local Government will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

7.0. Work Hours

The Vendor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the Applicable Local Government and the Vendor(s). Unless otherwise directed, the Vendor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-

four (24) hour, seven (7) days a week basis. No work will be performed on the following holidays without prior approval of the Applicable Local Government Debris Manager:

a. New Year's Day
b. Martin Luther King Jr. Day
c. Memorial Day
d. Independence Day
e. Labor Day
f. Veteran's Day
g. Thanksgiving Day
h. Day after Thanksgiving
i. Christmas Eve Day
j. Christmas Day

8.0. Time of Completion

The services shall commence upon written notice to proceed from the Applicable Local Government, and the project shall be completed in accordance with the project schedule.

9.0. Liquidated Damages

Should the Vendor fail to complete requirements set forth in this scope of work, the Applicable Local Government will suffer damage. The amount of damage suffered by the Applicable Local Government is difficult, if not impossible to determine at this time. Therefore, the Vendor shall pay the Applicable Local Government, as liquidated damages, the following:

a. The Vendor shall pay the Applicable Local Government, as liquidated damages, $1,000.00 per calendar day of delay to mobilize in the Applicable Local Government with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.

b. The Vendor shall pay the Applicable Local Government, as liquidated damages, $500.00 per load of disaster debris collected in the Applicable Local Government that is not disposed of the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site plus any associated fines levied by a third party. Application of liquidated damaged does not release the Vendor of liability associated with hauling and depositing material to an unauthorized location.

c. The Vendor shall pay the Applicable Local Government, as liquidated damages, $500.00 per incident where the Vendor fails to repair damages that are caused by the Vendor or subcontractor(s). Application of liquidated damages does not release the Vendor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as the reasonable and proper amount of damage the Applicable Local Government should suffer by failure of the Vendor to complete requirements set forth in the scope of work.

10.0. Damages

All items damaged as a result of Vendor or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either repaired or replaced by the Vendor, at their expense, in a manner prescribed by and at the sole satisfaction of the Applicable Local Government Debris Manager. Any invoices submitted to the Applicable Local Government such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Vendor, shall be the responsibility of the Vendor. Repairs, or receipt of repairs, shall be completed and submitted to the Applicable Local Government prior to submission of the Vendor's invoice for work accomplished. If the Vendor fails to repair any damaged property, the Applicable Local Government may have the work performed and charge the Vendor.

The Vendor shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Vendor's equipment during debris removal. The Vendor shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Vendor's equipment or personnel at no additional cost to the Applicable Local Government. If the Vendor does damage to an Applicable Local Government sign or other property owned by an Applicable Local Government, it shall be the responsibility of the Vendor to repair the item back to the original condition. If the repair is not in accordance with the Applicable Local Government standards, the Applicable Local Government shall repair the items and deduct the associated cost from the amount due the Vendor. The Vendor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

Complaints will be addressed within forty-eight (48) hours and a written report submitted to the Applicable Local Government Debris Manager outlining actions taken to correct the complaint. The Vendor shall notify the Applicable Local Government immediately of any complaints given directly to the Vendor.

Upon written notice from the Vendor that the damage correction work is complete, the Applicable Local Government will make a final inspection with the Vendor and will notify the Vendor in writing of any deficiencies. The Vendor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the Applicable Local Government will assess an eighty dollar ($80.00) fee to the Vendor. The eighty dollar ($80.00) fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional

the Applicable Local Government labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the current invoice.

No retention will be released to the Vendor prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Vendor may petition the Applicable Local Government in writing for a partial retainage release.

11.0. Existing Utilities

a. Some trees and debris that are to be removed may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Vendor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Vendor shall pay all such costs to the utility company for any adjustments.

b. The Vendor shall be responsible for all costs incurred to repair damaged utilities that are caused by the Vendor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Vendor.

12.0. Debris Site Tower Specifications

The DMS Vendor shall provide as many towers as designated by the Applicable Local Government at each DMS for the use of the Applicable Local Government Authorized Representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the Applicable Local Government or its Authorized Representative are unable to verify the entering and exiting trucks, then the Vendor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Vendor for the construction of towers is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services, Section 2.3.6.

13.0. Facilities at DMS Locations

a. The DMS Vendor shall provide as many ADA compliant portable toilets as designated by the Applicable Local Government at each dumpsite for the use of the Applicable Local Government Authorized Representatives during their inspection of dumping operations. The toilet shall be provided prior to start of

any dumping operations and kept in a sanitary condition by the Vendor throughout the duration of dumping operations. The expense incurred by the Vendor for the operation of portable toilets is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services, Section 2.3.6.

b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the Applicable Local Government Debris Manager due to unsuitable conditions at the tower.

14.0. Ownership of Debris

All debris residing in public ROW, on public property and at the Applicable Local Government provided DMS(s) shall be the property of the Applicable Local Government until final disposal at a properly permitted disposal site. The Vendor shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the Applicable Local Government will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the Applicable Local Government. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of these services unless specifically directed by the Applicable Local Government. Collection of Municipal Solid Waste (MSW) is outside the scope of these services.

It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Vendor shall receive a copy of this letter and together with the Monitor and the Applicable Local Government, a final disposal plan will be established.

15.0. Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Vendor must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. Vendor and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

c. The DMS Vendor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the Applicable Local Government Debris Manager. The Vendor shall comply in a timely manner with all directions of the Applicable Local Government Debris Manager regarding the use of a water truck or other approved dust abatement measures.

d. Vendor shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

e. The DMS Vendor shall immediately report and document all incidents to the Applicable Local Government Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

f. Vendor must notify the Applicable Local Government regarding any fluid or chemical spillage so that the Applicable Local Government or its authorized representative can review and approve of the cleanup. The Vendor shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal and local laws and regulations.

Petroleum, Oil, and Lubricant Spills shall be reported to the National Response Center, Hendry County Environmental Health, Hendry County Emergency Management and the Applicable Local Government Debris Manager immediately following discovery. A written follow-up shall be submitted to the Applicable Local Government Debris Manager not later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following:

- Description of the material spilled (including any identity, quantity, etc.)
- Determination as to whether or not the amount spilled is DEP reportable and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.

- Receiving waters (including, but not limited to canals and drainage areas)
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedure implemented.
- Summary of all communications the Vendor has had with press or other officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

16.0. Documentation and Measurement

a. Emergency Road Clearance Vendor(s) are responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.

b. All trucks used for collection and hauling of eligible debris from the Applicable Local Government ROW to the Applicable Local Government approved DMS(s) or the Applicable Local Government Approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the Applicable Local Government or the Applicable Local Government Authorized Representative. The Vendor shall provide a representative to attest to the certification/measuring process. It is the Vendor's responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification (and notify the Applicable Local Government of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Vendor name, assigned truck number, and other pertinent information, as determined by the Applicable Local Government Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by the Applicable Local Government authorized representative each time it returns to work from other contracts or communities.

c. The Vendor is responsible for ensuring that all persons driving motor vehicles maintain a valid driver's license and equipment legally fit for travel on the road.

d. Load tickets will be provided by the Applicable Local Government or its Authorized Representative for recording volumes of debris removal. Unit rate tickets will be provided by the Applicable Local Government or its Authorized Representative for documenting unit rate services, such as Hanging Limb or Hazardous Tree removal. Only tickets designated and approved by the Applicable Local Government will be authorized for use. Tickets that require Vendor signature will have the signature as well as name printed in a legible manner.

- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Vendor is responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and the Applicable Local Government Authorized Representative name and signature. No payment will be made by the Applicable Local Government for incomplete and/or illegible load or unit rate tickets submitted for payment.
- Load tickets will be issued by an Authorized Representative of the Applicable Local Government at the collection site. The Applicable Local Government Authorized Representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or the Applicable Local Government Approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the Applicable Local Government Authorized Representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the Applicable Local Government Authorized Representative present at the DMS or the Applicable Local Government Approved Final Disposal Site. The Applicable Local Government's Authorized Representative will validate, enter the estimated debris quantity and sign the load ticket.
- Loads of processed (e.g., chipped) debris being hauled from a DMS to the Applicable Local Government Approved Final Disposal Site will follow the same load ticket procedures. The Applicable Local Government Authorized Representative will initiate the load ticket at the DMS. Another Applicable Local Government Authorized Representative will validate and sign the ticket at the Applicable Local Government Approved Final Disposal Site.
- The Vendor shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

e. Scope of service items that have rates based on one-way haul mileage shall have such mileage based on "as the crow flies" distance. The radius distance from each DMS or Approved Final Disposal Site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The Applicable Local Government shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:

- Section 2.3.2 –ROW Vegetative Debris Removal
- Section 2.3.3 –ROW C&D Debris Removal
- Section 2.3.4 - Removal of Debris from Public Parks and other Facilities

- Section 2.3.5 – Removal of Debris from Canals/Waterways **(REMOVED)**
- Section 2.3.7 – Haul-out of Reduced Debris to an Approved Final Disposal Site

17.0. Payment

a. The Applicable Local Government, or its Authorized Representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Vendor will be provided with copies of this documentation. These documents will be used by the Vendor as backup data for invoice submittals. Work not ticketed or not authorized by the Applicable Local Government will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the Applicable Local Government be responsible for unpaid incomplete tickets.

b. If tasked with Private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The Applicable Local Government reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items) or program (ROW collection, private property debris removal, etc.).

c. Invoices shall be submitted to the Applicable Local Government's Authorized Representative on a bi-weekly basis unless otherwise directed by the Applicable Local Government. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the Applicable Local Government. Invoice detail submittals will be checked against the Applicable Local Government records. The Applicable Local Government records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the Applicable Local Government Authorized Representative to the Applicable Local Government for payment.

d. A five percent (5%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Vendor must successfully complete, and receive a letter of completion from the Applicable Local Government, for all work zones or types of services applicable to that Vendor. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Applicable Local Government to repair damages caused by the Vendor(s) to public or private property.

e. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid and will not be adjusted based on the total amount of debris actually handled.

f. The Applicable Local Government will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.

g. The Vendor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Vendor shall provide executed release waivers from all subcontractors to release the Applicable Local Government from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the Applicable Local Government prior to final retainage release.

h. Payment for disposal cost incurred by the Vendor at the Applicable Local Government Approved Final Disposal Sites will be made at the cost incurred by the Vendor. The Applicable Local Government will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Vendor to pay the disposal fees and then invoice the Applicable Local Government. The Vendor shall submit a copy of all invoice(s) received from the Applicable Local Government Approved Final Disposal Site(s), an electronic copy tabulating all scale or load tickets issued by the Applicable Local Government Approved Final Disposal Site(s), and proof of Vendor payment to the Applicable Local Government Approved Final Disposal Site(s). The Applicable Local Government will not render payment for disposal costs until the Vendor submits applicable disposal site permits or site information for each Approved Final Disposal Site.

i. Vendor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the Applicable Local Government Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Vendor's final invoice.

In the event any portion of this scope of work is to be funded by State or Federal funds, the Vendor will comply with all requirements of the state or federal government applicable to the use of the funds. The Applicable Local Government will only pay for those items deemed eligible by FEMA or FHWA, unless the Applicable Local Government otherwise agrees in writing. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.

18.0. Records Retention

All documents, including but not limited to, letters, memos, e-mails, computer files, photographs, drawings, tracings, plans, specifications, maps, evaluations, reports and other records and data of any type relating to the Project received, prepared or developed by Vendor under the Contract are public records subject to Florida Statutes Chapter 119 and shall not be destroyed.

Vendor shall:

(a) Keep and maintain public records required by the County to perform the service.

(b) Upon request from the County's custodian of public records, provide the County 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 in Florida Statutes Chapter 119 or as otherwise provided by law.

(c) Ensure that public 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 following completion of the contract if the Vendor does not transfer the records to the County.

(d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

19.0. FEMA Requirements

The Applicable Local Government intends to seek reimbursement from FEMA for the eligible debris removal (most likely under Catalog of Federal Domestic Assistance No. 97.036). Consequently, the Vendor must comply with applicable provisions governing FEMA access to records, accounts, documents, information, facilities and staff. See Attachment G. Vendor must comply with all applicable Federal laws, regulations, executive orders and FEMA requirements.

20.0. FHWA-ER Program Contract Requirements

The Applicable Local Government intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the Applicable Local Government mandates compliance from the successful Vendor regarding the following:

a. FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.

b. Buy America Requirements

c. 49 CFR Part 26, Participation By Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs

d. American with Disabilities Act of 1990 (ADA)

e. Convict Labor Prohibition

FHWA-ER Program contract requirements are subject to any changes provided by FHWA during the term of the contract.

21.0. Final Project Close Out

Upon final inspection of the project by the Applicable Local Government, the Vendor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

Services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.

22.0. Distribution of Work

The Applicable Local Government reserves the right to activate more than one contractor to provide each of the debris services outlined in this proposal. The Applicable Local Government may also revise the distribution of services provided or work areas (such as zones) at any time during the activation of a contract developed though this proposal.

Hendry County, the City of Clewiston, and the City of LaBelle are Equal Opportunity Employers. In accordance with **§200.321** of the Electronic Code of Federal Regulations, small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate.

Hendry County, the City of Clewiston, and the City of LaBelle will follow all procurement standards as set forth in **§200.318 through §200.327** of the Electronic Code of Federal Regulations. A link to the procurement standards is as follows:
Electronic Code of Federal Regulations (eCFR)

All information provided by the Vendor will be reviewed by Hendry County, the City of Clewiston, and the City of LaBelle staff and applicable municipality staff. The Vendor will be expected to rectify any omissions and make such changes as deemed appropriate at no additional cost.

Any questions regarding these projects or the technical requirements of engineering services sought by this solicitation may be directed to:

Jorge Hernandez
Hendry County Project Engineer

Hendry County Engineering Department
99 East Cowboy Way
LaBelle, Florida 33935
Phone: (863) 612-4726
Email: jorge.hernandez@hendryfla.net

And, if necessary to:

Shane Parker, P.E.
Public Works Director / County Engineer
Hendry County Engineering
99 East Cowboy Way
Post Office Box 1607
LaBelle, Florida 33975
Phone: (863) 675-5222
email to sparker@hendryfla.net

The last day to submit questions via e-mail for review and answer is **Monday, July 7, 2025 at 12:00 P.M.**

ALL RESPONDENTS/VENDORS shall hold all State, Federal and County/City licenses required to perform the above referenced scope of work. This Respondent/Vendor shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Hendry County, the City of Clewiston, and the City of LaBelle expressly desire the Repondent/Vendor to keep all the files and records that pertain to the solicitation to relieve the County of the task of filing and record keeping.

SECTION III

SBE/DBE/MBE/WBE PARTICIPATION

§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

SECTION IV

PUBLIC RECORDS

119.0701 Contracts; public records; request for contractor records; civil action.—

(1) DEFINITIONS.—For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS.—In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (**EMILY HUNTER AT (863) 675-5304, EMILY.HUNTER@HENDRYFLA.NET, OR P.O. BOX 2340, LABELLE, FL 33975.**).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.

3. Ensure that public 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 following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the

public agency upon completion of the contract, the contractor shall 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(3) REQUEST FOR RECORDS; NONCOMPLIANCE.—

(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

(4) CIVIL ACTION.—

(a) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

(b) A notice complies with subparagraph (a)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION V

FINANCIAL INSTITUTIONS GENERALLY

655.91 Records of institutions and copies thereof; retention and destruction.—

(1) In this section, "records" of an institution means and includes all books of account and other books of every kind, journals, ledgers, statements, instruments, documents, files, messages, writings of every kind, and other internal or other data and other information of every description, made or received by an institution in the regular course of its business or otherwise, regardless of the mode in which it is recorded.

(2) Institutions need not preserve or retain any of their records or copies thereof for a period longer than is expressly required by an applicable statute or rule or regulation of this state or the United States which identifies, either specifically or by type or category, the relevant records or copies thereof or, if there is no such statute or rule or regulation which specifies a retention period applicable to the records or copies thereof, for a period longer than 5 years. An institution may destroy any of its records or copies thereof after the expiration of the retention period determined as provided in this subsection.

(3) No liability shall accrue against any institution because of the destruction of any of its records or copies thereof as permitted by subsection (2), and in any judicial or other action or proceeding in which any such records or copies thereof may be called in question or be demanded of the institution or any officer or employee thereof, a showing that such records or copies thereof have been destroyed in accordance with the provisions of subsection (2) is a sufficient excuse for the failure to produce them.

(4) Any institution may at any time make, or cause to be made, a copy or copies of any or all of its records, and any such copy duly certified, authenticated, or identified by a responsible officer or agent of the institution under whose supervision the records or copies are kept shall, in all cases and in all courts and places, be admitted and received as evidence with a like force and effect as the original record, whether or not the original is in existence.

(5) The original of any record of an institution includes the data or other information comprising a record stored or transmitted in or by means of any electronic, computerized, mechanized, or other information storage or retrieval or transmission system or device which can upon request generate, regenerate, or transmit the precise data or other information comprising the record; and an original also includes the visible data or other information so generated, regenerated, or transmitted if it is legible or can be made legible by enlargement or other process.

(6) Copies of records of an institution, heretofore or hereafter made, include duplicates or counterparts of an original produced from the same impression or process as the original by carbon or other chemical or substance or process; negative and positive film and prints of an original or copy and reproductions and facsimiles of an original or copy, whether or not the same size, produced by photographic, microphotographic, photostatic, xerographic, electronic, computerized, or mechanized process, or by any other process, and enlargements and reductions thereof; and the data or other information comprising a record stored or transmitted as provided in subsection (5), and the visible data or other information generated or regenerated or transmitted by such information storage or retrieval or transmission system or device, if it is legible or can be made legible by enlargement or other process.

SECTION VI

SUBMISSION REQUIREMENTS

Respondents should include the following information in their submittals in the exact order listed here with separating page tabs in an 8.5" by 11" page format. PLEASE INCLUDE THE PAGE TABS so that those evaluating your submittal can compare each section with others that are submitted.

Tab 1: Letter of Interest: A letter stating your interest in this project signed by the person who will have contract authority over this project and stating that the contents of the submittal are true and accurate. Please state in this letter that you can meet the insurance/bonding requirements of the County and that you are willing to execute a standard agreement with Hendry County, Florida.

Tab 2: Experience: Provide an overview of the key areas listed below:

A. (i) Relevant experience and past performance in Disaster Debris Removal Services or (ii) a minimum of five (5) years of experience hauling loads of goods or materials in an open bed trailer or truck bed (e.g., dirt, rock, agricultural commodities).

B. Previous experience with State and Federal reimbursement programs; including, but not limited to: of FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

C. The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives of the Scope of Work as proposed. This includes Proposer's staff or anticipated subcontractors.

D. Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment. Additionally, Proposer may detail resources it can have at its disposal immediately in the event of a disaster event.

E. Explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of The Applicable Local Government for expeditious removal and disposal of disaster debris.

F. The schedule and availability of the Proposer, to include response time.

Tab 3: References: Include the names of at least 3, but no more than 5, letters of references from current or past customers for whom the Proposer has performed Disaster Debris Removal Services or hauling of loads of goods or materials in an open bed trailer or truck bed (e.g., dirt, rock, agricultural commodities) within the past three years.

Tab 4: Litigation: A listing and description of all litigation the Proposer has been a party to over the past three years.

Tab 5: Pricing: Completed Attachment L - Unit Rate Price Schedule.

Tab 6: Forms:

Attachment 1 – Proposer's Affidavit;
Attachment 2 – Proposer's Qualification Questionnaire;
Attachment 3 – Completed Projects;
Attachment 4 – Current Projects;
Attachment A – No Lobbying Acknowledgement;
Attachment B – Anti-Collusion & No Gifts Affidavit;
Attachment C – Public Entity Crime Affidavit;
Attachment D – Conflict of Interest Disclosure Affidavit;
Attachment E – Immigration Law Affidavit;
Attachment F – Drug Free Workplace Affidavit;
Attachment G – Exceptions to Solicitation (if needed);
Attachment H – Affidavit Concerning Activities in Certain Countries;
Attachment I – Indemnification Contract Clause Acknowledgement;
Attachment J – Contract Provisions;
Attachment K – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;

SECTION VII

CONTRACTUAL REQUIREMENTS

CONTRACTS: A sample copy of the contract document may be obtained by contacting the County Attorney's office at (863) 675-5295.

FLORIDA LAW CLAUSE: Upon award of a contract under this RFP, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Hendry County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Hendry County, by submission of a signed RFP response the offeror agrees to subject itself to the jurisdiction and process of the Courts of Hendry County, as to all matters and disputes arising or to arise under any contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.

AFFIRMATIVE ACTION: The offeror will comply with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.

PRIME VENDOR RESPONSIBILITIES: The offeror will be required to assume sole responsibility for the complete effort as required by this RFP. The County will consider the offeror to be the sole point of contact with regard to contractual matters.

SECTION VIII

SPECIAL RFP CONDITIONS

A. The contract shall be in effect for an initial term of one year and may be renewed annually, in writing, if both parties are in agreement, for three (3) additional one-year periods. Each Applicable Local Government (Hendry County, the City of LaBelle, and the City of Clewiston) reserves the right to renew at their own discretion and best interest.

B. Each Applicable Local Government reserves the right to terminate the contract for unsatisfactory service, deliberate overcharging, or not meeting the terms of the contract.

C. The proposer's attention is directed to the fact that all applicable Federal and State laws, local ordinances and the rules and regulations of all authorities having jurisdiction over this work shall apply to the RFP throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

D. The proposer shall furnish all material, equipment, labor, transportation and all other facilities and incidentals necessary for the execution and completion of the work.

SECTION IX

EVALUATION OF THE SUBMITTALS

Submittals will be reviewed in accordance with the County's procurement ordinance, Hendry County Code Section 1-2-185(c).

PLEASE NOTE THAT THE PROPOSALS WILL BE EVALUATED ON CONTENT, *NOT VOLUME. Points may be deducted for not following instructions. – Submittals should be limited to no more than 60 pages, not including required attachments.*

The selection of the firm is intended to be completed in accordance with Florida Statutes 255.20.

The County will comprise a committee in order to review the qualifications submitted and will rank the firms accordingly.

A Ranking Committee will be appointed to review and rank submitted Proposals. The Applicable Local Government reserves the right to select the Proposer who represents the best value and to accept or reject any proposal submitted in response to this solicitation. The Ranking Committee will act in what they consider to be the best interest of Hendry County, the City of Clewiston, the City of LaBelle and their residents.

The award will be made on a best value basis. Price shall not be the sole determining factor for selection, as indicated in the following section, and the Applicable Local Government reserves the right to award the contract to other than the lowest priced Proposer.

A. EVALUATION METHOD AND CRITERIA

The Ranking Committee will be responsible for recommending the most qualified firm(s).

After presentations (may/may not be needed), firms will be assigned a final score, with the highest-ranked firms for each service moving forward for consideration by the Hendry County Board of County Commissioners, City of Clewiston City Commission, and City of LaBelle City Commission. No work on this project shall proceed without written authorization from the Applicable Local Government.

The Applicable Local Government will enter into contract negotiations with the selected Proposer. If the Applicable Local Government and the selected Proposer cannot negotiate a successful contract, the Applicable Local Government may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the Applicable Local Government arising from such negotiations.

Hendry County reserves the right to utilize Hendry County's Disaster Debris Monitoring Firm, or other qualified firm or individual, to review proposals and provide Hendry County with additional analysis.

The evaluation criteria may include, but shall not be limited to, the following:

1. **Compliance with Request for Proposals [Mandatory]**. This refers to the adherence to all conditions and requirements of the Request for Proposals, including submitting required forms.

2. **Qualifications/Ability Evaluation**

   i. (a) Relevant experience and past performance in Disaster Debris Removal Services or (b) a minimum of five (5) years of experience hauling loads of goods or materials in an open bed trailer or truck bed (e.g., dirt, rock, agricultural commodities).
   ii. Previous experience with State and Federal reimbursement programs; including, but not limited to: of FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
   iii. The character, integrity, reputation, judgment, and experience of Proposer.
   iv. References.
   v. A listing and description of all litigation the Proposer has been a party to over the past three years.

3. **Anticipated Delivery of Services Evaluation**

   i. The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives of the Scope of Work as proposed. This necessarily includes Proposer's staff or anticipated subcontractors.
   ii. Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment. Additionally, Proposer may detail resources it can have at its disposal immediately in the event of a disaster event.
   iii. Explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the Applicable Local Government for expeditious removal and disposal of disaster debris.
   iv. The schedule and availability of the proposer, to include response time.

4. **Price Evaluation**

   i. Primary method of rate evaluation will include applying rates for vegetative debris removal, reduction, and hauling for a typical moderate

hurricane. These estimates are included on the Rate Schedule. This process is being used for evaluation purposes only. Compensation under the Agreement shall be for actual work provided.

ii. Rate Schedule – Pricing shall be submitted for the following:

1. Unit rates for debris removal:
    a. ROW Vegetative Debris Removal (based on Section 2.3.2)
    b. ROW C&D Debris Removal (based on Section 2.3.3)
    c. Removal of Debris from Public Parks and other Facilities (based on Section 2.3.4)
    d. Removal of Debris from Canals/Waterways (based on Section 2.3.5) **(REMOVED)**
    e. DMS(s) Management, Operations and Reduction through Grinding (based on Section 2.3.6)
    f. Haul-out of Reduced Debris to the Applicable Local Government Approved Final Disposal Site (based on Section 2.3.7)
    g. Removal of Hazardous Trees and Hanging Limbs (based on Section 2.3.8)
    h. Removal of Hazardous Stumps (based on Section 2.3.9)
2. Hourly rates for Emergency Road Clearance (based on Section 2.3.1)

B. CRITERIA WEIGHTING

Points will be assigned to each Proposal based on the following weighted criteria:

CRITERIA	MAXIMUM POINTS
1. Compliance with Request for Proposal (Mandatory)	N/A
2. Qualifications/Ability Evaluation	25 points
3. Anticipated Delivery of Services Evaluation	20 points
4. Price Evaluation	55 points

Presentations **may/may not** be necessary.

The committee members will individually award points to the various Respondents based on the aforementioned criteria, after hearing the Respondent's presentations, and after a group discussion among committee members. The committee members are not allowed to award points to Respondents where the total points awarded to Respondents are tied. No

ties will be permitted.

The various Respondents will be assigned a ranking (ordinal score) in order of total points awarded by the individual committee members. The Respondent with the highest number of points awarded will receive an ordinal score of 1 and the Respondent with the second highest number of points will receive an ordinal score of 2, and so on.

All individual committee members will have their ordinal scores entered into a master spreadsheet along with the total points each Respondent received. The ordinal scores provided by each committee member for the various Respondents will be totaled and the total points each Respondent received will also be totaled, but separately.

The Respondent with the **lowest** ordinal score received based on the cumulative total of the ordinal scores for each zone will be recommended as the desired vendor for that zone to the Hendry County Board of County Commissioners, the City of Clewiston Commissioners, and the City of LaBelle Commissioners. If there is a tie in the cumulative ordinal scores between Respondents then the tie will be broken based on which Respondent has the highest cumulative points.

See Exhibit "A" for a SAMPLE master ranking spreadsheet.

C. DISCUSSIONS & PRESENTATIONS (MAY/MAY NOT BE NECESSARY)

The Proposers may/may not be requested to make presentations to the Ranking Committee. Hendry County, the City of Clewiston, and the City of LaBelle may require additional information after evaluation of the submittals, and Proposers agree to furnish such information upon request.

The Ranking Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Ranking Committee reserves the right to request the Proposer to provide additional information during this process.

D. AWARD OF AGREEMENT – PRIMARY, SECONDARY, AND TERTIARY CONTRACTORS

It is the intent of each Applicable Local Government to select a Primary, a Secondary, and a Tertiary Contractor for service to be provided to the Applicable Local Government under this proposal. The Primary Contractor shall be the initial firm mobilized by the Applicable Local Government. The Secondary Contractor will be utilized in instances where the scope of the event merits additional resources to assist the Primary Contractor, or if the Primary Contractor is unavailable. The Tertiary Contractor will be utilized in instances where the scope of the event merits additional resources to assist the Primary and Secondary Contractors, or if the Primary and Secondary Contractors are unavailable.

The highest ranked firm shall be recommended for award as the Primary Contractor; the second highest ranked firm shall be recommended for award as the Secondary Contractor, and the third highest ranked firm shall be recommended for award as the Tertiary Contractor. All firms shall be responsive and responsible Proposers whose proposals are determined to be the top three most advantageous to the Applicable Local Governments, taking into consideration price and the evaluation factors set forth herein. Each Applicable Local Government reserves the right to accept the Proposal as a whole or for any component thereof if it appears to be in the best interest of the Applicable Local Government.

PROPOSED PROJECT SCHEDULE FOR SERVICES

Request for Proposals Opening – July 18, 2025
Selection Committee Meeting with Presentations (may/may not be necessary) – Anticipated before September 8, 2025
Selection Committee Recommendation to Hendry County BOCC for approval – Anticipated September 8, 2025

PROPOSED SELECTION COMMITTEE MEMBERS

Selection Committee Member #1 – R. Shane Parker, Hendry County Public Works Director
Selection Committee Member #2 – Robert Pastula, Hendry County Director of Emergency Management
Selection Committee Member #3 – John C. Anderson/Bradley Musser, FDOT OR Alternate Member
Selection Committee Member #4 – Brent Stevens, City of LaBelle OR Alternate Member
Selection Committee Member #5 – Danny Williams, City of Clewiston OR Alternate Member

SECTION X

REJECTION OF PROPOSALS

10-1. REJECTION OF PROPOSALS

The County Administrator or the Board of County Commissioners may cancel this solicitation or reject any or all of the responses, as set forth in Hendry County Code Section 1-2-185(c)(3)a.

10-2. CORRECTION OR WITHDRAWAL OF RESPONSES; MATERIAL MISTAKES; CANCELLATION OF AWARDS.

A. Responses containing mistakes discovered before the competitive procurement opening may be modified or withdrawn by written notice by the respondent received in the office designated in the procurement notice prior to the time set for opening.

B. After the competitive procurement opening, corrections of mistakes shall be permitted only to the extent that the vendor can show by clear and convincing evidence that a material mistake of a factual or mathematical nature was made, the nature of the mistake, and the price actually intended. The assigned unit price, when applicable, will be the determining factor when an extension price is in error. In place of correction, a low bidder establishing a material mistake of a factual or mathematical nature may be permitted to withdraw its bid if:

1. The response was submitted in good faith;

2. The magnitude of the error made would make enforcement a severe hardship;

3. The miscalculation was not the result of gross negligence;

4. The error was reported immediately to the County; and

5. It is not later than twenty-four (24) hours after the competitive procurement opening, except that if the following day is not a business day for the County. In such case, a withdrawal may be made until 12:00 noon the next County business day.

All decisions to permit the correction or withdrawal of responses, or to cancel awards or contracts based on material mistakes, shall be supported by a written determination by the County Administrator.

10-3. COMPETITIVE PROCUREMENT DISPUTE RESOLUTION PROCEDURE.

A. Any competitive procurement award decision may be challenged on the grounds of material irregularities in the procurement procedure or material irregularities in the evaluation of the response. To initiate a challenge, the vendor must file a notice of intent to challenge the procurement in writing with the Office of Management and

Budget within three (3) business days of e-mailing of the notice of intent to award in accordance with the County's Procurement Policy. A formal written procurement challenge shall be filed in the County Administrator's Office within ten (10) calendar days of the notice of intent to award. Failure to file a timely notice of intent to challenge or failure to file a timely formal written procurement challenge shall constitute a waiver of procurement challenge proceedings.

B. The notice of intent to challenge shall contain at a minimum: the name of the vendor, the vendor's address, e-mail address, fax number and phone number, the name of the vendor's representative to whom notices may be sent, the name and procurement number of the competitive procurement, and a brief factual summary of the basis of the intended challenge.

C. The formal written procurement challenge shall contain at a minimum: the vendor and the competitive procurement involved, a clear statement of the grounds on which the challenge is based, reference to the statutes, laws, ordinances or other legal authorities which the vendor deems applicable to such grounds, and the specific relief to which the vendor deems itself entitled by application of such authorities to such grounds. The vendor shall mail a copy of the notice of intent to challenge and the formal written procurement challenge to the County Administrator. The County Administrator shall, within ten (10) calendar days of receipt of the formal written procurement challenge, investigate the challenge claim. If the challenge is found to be lacking in legitimate legal grounds, or if the challenge is incorrect factually, the County Administrator shall inform the vendor of such finding. If the challenge is found to be meritorious, the County Administrator shall inform all vendors who submitted responses of such finding. In the event the challenge is not resolved to all affected parties' satisfaction, the Board shall, within a reasonable time, be presented with the written challenge and the County Administrator's findings. The procurement which is the subject of the protest shall not proceed until a final decision has been made, unless the Board makes a determination that the contract must proceed without delay to protect the substantial interests of the County. The Board's decision on the challenge shall be final.

D. Nothing herein relinquishes the County's rights to waive irregularities and formalities. Further, nothing herein shall create any rights in the unsuccessful vendor.

SECTION XI

INSURANCE REQUIREMENTS

Commercial General Liability: The RESPONDENT/VENDOR shall have and maintain throughout the duration of the Agreement Commercial General Liability (CGL) Insurance with limits of at least $1,000,000 each person/each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of at least $2,000,000. Products and completed operations aggregate shall be no less than $2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. RESPONDENT/VENDOR'S CGL insurance shall be primary with respect to the COUNTY, and contribution may not be sought from any insurance held by the COUNTY.

Business Automobile Liability: RESPONDENT/VENDOR shall have and maintain throughout the duration of the Agreement Business Automobile Liability Insurance with limits of at least $1,000,000 each person/each accident for bodily injury and property damage liability arising out of any auto (including owned, hired and non-owned autos). Contractual liability coverage shall be provided. RESPONDENT/VENDOR'S Business Automobile Liability insurance shall be primary with respect to the COUNTY, and contribution may not be sought from any insurance held by the COUNTY.

Workers Compensation: Unless exempt, RESPONDENT/VENDOR shall have and maintain throughout the duration of the Agreement Worker's Compensation Insurance in accordance with State law and Employer's Liability coverage with a limit of at least $1,000,000 each accident, $500,000 each employee, and $500,000 policy limit for disease. In case any work is subcontracted, RESPONDENT/VENDOR shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by RESPONDENT/VENDOR.

Professional Liability: The RESPONDENT/VENDOR shall purchase and maintain professional liability or malpractice insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made.

Certificates of Insurance: All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. Hendry County must be named as an additional insured on the CGL and Business Automobile Liability insurance policies.

RESPONDENT/VENDOR must provide valid certificates of insurance to the COUNTY for all policies. RESPONDENT/VENDOR will be required to provide the COUNTY, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

Sub-Consultants and Subcontractors: In the event that the RESPONDENT/VENDOR engages SUB-CONSULTANTS or SUBCONTRACTORS to assist the RESPONDENT/VENDOR in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the RESPONDENT/VENDOR shall cover all of the services or work to be provided or performed by all of the SUB-CONSULTANTS or SUBCONTRACTORS engaged by the RESPONDENT/VENDOR. However, in the event the services or work of SUB-CONSULTANTS or SUBCONTRACTORS engaged by the RESPONDENT/VENDOR are not covered by the RESPONDENT/VENDOR'S insurance policy(s), it shall be the responsibility of the RESPONDENT/VENDOR to ensure that all SUB-CONSULTANTS or SUBCONTRACTORS have fully complied with the COUNTY insurance requirements for: (1) Commercial General Liability; (2) Business Automobile Liability; (3) Worker's Compensation; or (4) Professional Liability as required and set forth in this Article.

SECTION XII

LOCAL PREFERENCE

Unless prohibited by Federal or State Statute restrictions, Hendry County may grant a purchase preference for local vendors and businesses as authorized by Hendry County Code of Ordinances, Article XI., Purchase Preference for Local Vendors and Businesses.

This project may receive state or federal funding; therefore, local vendor preference **WILL NOT** apply to this solicitation.

SECTION XIII

E- VERIFY

Vendors/Contractors:

A. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

B. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

SECTION XIV

MISCELLANEOUS

A. ***No Lobbying***: All respondents are hereby placed on notice that any communication, whether written or oral, with Hendry County elected officials or any County staff or outside individuals working with the County in respect to this procurement (with the exception of the Contract/Purchasing personnel designated to receive requests for interpretation or corrections or technical questions) is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any request for bids, proposals, qualifications and/or any other solicitation released by the County. To do so is grounds for immediate disqualification from the selection process. All respondents must submit the attached No Lobbying Acknowledgement with their submittal stating that they and their subcontractors, sub-consultants and other agents agree to abide by the no lobbying restrictions in order to be considered for this request. Any respondent that does not submit the required No Lobbying Acknowledgement will be automatically disqualified from further consideration.

   NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

B. ***Collusion, Gratuities and Kickbacks:*** It shall be unethical for any respondent to collude with any other respondent or offer, give or agree to give any County Commissioner, County employee or County representative (including selection committee members) a gift, gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of the procurement process.

   NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

C. ***Modifications:*** The County reserves the right to modify, alter or change the scope or other aspects of this solicitation.

D. ***Level Playing Field:*** The contents of this solicitation are intended to provide a level playing field on which firms or individuals may base their responses.

E. ***Public Entity Crime Affidavit:*** As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a Public Entity, may not submit a bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must

notify the County within 30 days after a conviction of a Public Entity Crime applicable to that person or to an affiliate of that person.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

F. **Conflict of Interest:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their submission the name of any officer, director, employee or agent who is also a public officer, employee or an agent of the Hendry County Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer, employee or agent who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its parent companies or subsidiaries.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

G. **Immigration Laws:** Respondents must comply with all applicable immigration laws in their employment practices.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

H. ***Activities in Certain Countries:*** As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County. Respondents must certify that the respondent is not participating in a boycott of Israel.

Additionally, as provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County. Respondents must certify that the respondent is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

ATTACHMENT 1

RFP No. 2025-22 **PROPOSER'S AFFIDAVIT**

I have carefully examined this solicitation, which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

Addendum # _____ Date: _____
Addendum # _____ Date: _____
Addendum # _____ Date: _____

Addendum # _____ Date: _____
Addendum # _____ Date: _____
Addendum # _____ Date: _____

I hereby propose to provide the services requested in the solicitation and, if awarded the project, to enter into a contract with the County. I agree that the terms and conditions of the solicitation shall take precedence over any conflicting terms and conditions submitted with my response and agree to abide by all conditions of the solicitation, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the County may not accept the response due to any exceptions.

I certify that all information contained in my response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

CTC DISASTER RESPONSE, INC.
Name of Business

4011 SW 29th ST. #130
Mailing Address

TOPEKA, KS 66614
City, State & Zip Code

785-478-9805 / 785-478-4195
Telephone Number/Fax Number

ggathers@ctcdisaster.com
Email Address

Authorized Signature

GREG GATHERS, PRESIDENT
Name & Title, Printed

State of ~~Florida~~ KANSAS
County of SHAWNEE

This foregoing instrument was acknowledged before me this 16th day of JULY, 2025, by GREG GATHERS, who is personally known to me or produced _____ as identification.

Caroline McCoy
Signature of Notary Public – State of ~~Florida~~ KANSAS

CAROLINE MCCOY
Notary Public
State of Kansas
My Commission Expires 4-4-29

CAROLINE MCCOY
Notary Public
State of Kansas
My Commission Expires 4-4-29

ATTACHMENT 2

RFP No. 2025-22 PROPOSER'S QUALIFICATION QUESTIONNAIRE

Contractor must be certified/licensed by the State of Florida prior to submitting the type of work required by this project.

SUBMITTED BY: CTC DISASTER RESPONSE, INC. ( ) Individual
Company
4011 SW 29th ST. #130 ( ) Partnership
Street or PO Box
TOPEKA, KS 66614 (X) Corporation
City, State & Zip Code
785-478-9805 / 785-478-4195 ( ) Joint Venture
Phone/Fax/Email ggathers@ctcdisaster.com

The undersigned guarantees the truth and accuracy of all statements and all answers to questions hereinafter made.

1. Person to Contact GREG GATHERS Title PRESIDENT

Telephone # 785-478-9805 Fax # 785-478-4195 Email ggathers@ctcdisaster.com

2. How many years has your organization been in business as a licensed Contractor under your present name: 5 Year established : 2001

3. Under what other names has your organization operated? _____

CUSTOM TREE CARE, INC.

4. List below the names, titles and addresses of officers, owners and partners:

GREG GATHERS - PRESIDENT - 3722 SW SPRING CREEK LN TOPEKA, KS 66610

MAURA GATHERS - VICE-PRESIDENT - " "

5. Prepare a list as indicated on Attachment 3 – Completed Contracts (attached) of this type your organization has completed.

6. Prepare a list as indicated on Attachment 4 – Current Contracts (attached) of this type that your organization is currently engaged in.

Have you ever failed to complete any work awarded to you? NO

When? _____

Where? _____

Why? _____

(PLEASE SEE PAST PERFORMANCE IN TECHNICAL PROPOSAL)

RFP No. 2025-22

ATTACHMENT 3
COMPLETED CONTRACTS

1. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

ATTACHMENT 3
COMPLETED CONTRACTS
(Continued)

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

RFP No. 2025-22

ATTACHMENT 4
CURRENT CONTRACTS

1. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

ATTACHMENT 4
CURRENT CONTRACTS
(Continued)

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

ATTACHMENT A

RFP No. 2025-22 **NO LOBBYING ACKNOWLEDGEMENT**

GREG GATHERS is the authorized representative of

CTC DISASTER RESPONSE, INC.,

(Name of contractor, firm or individual)

vendor to the subject solicitation issued by Hendry County. The vendor and any of its agents agrees to abide by the Hendry County no lobbying restrictions in regard to this solicitation.

7/5/25

Date

Signature

ATTACHMENT B

RFP No. 2025-22 **ANTI-COLLUSION & NO GIFTS AFFIDAVIT**

STATE OF ~~FLORIDA~~ KANSAS
COUNTY OF SHAWNEE

GREG GATHERS being first duly sworn, deposes and says that he/she is the authorized representative of CTC DISASTER RESPONSE, LLC (name of respondent) and certifies as true the following statements.

Anti-collusion statement: The respondent has not divulged to, discussed, or compared his/her/its submission with other respondents and has not colluded with any other respondent or party to the solicitation whatsoever.

No gifts statement: The respondent understands that no rebates, gifts, gratuities or offers of employment are permitted with, prior to, or after the submission. Any such violation will result in rejection of the submission and removal from the procurement list(s).

Affiant

Sworn to (or affirmed) and subscribed before me this 16th day of JULY, 2025, by GREG GATHERS.

CAROLINE MCCOY
Notary Public
State of Kansas
My Commission Expires 4-4-29

(stamp)

Signature of Notary Public
State of ~~Florida~~ KANSAS

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT C

RFP No. 2025-22 **PUBLIC ENTITY CRIME AFFIDAVIT**

Public Entity Crime Affidavit: As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA

by: GREG GAINERS, PRESIDENT

(print individual's name and title)

for: CTC DISASTER RESPONSE, INC.

(print name of entity submitting sworn statement) whose business address is:

4011 SW 29th ST. #130 TOPEKA, KS 66614

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   A. A predecessor or successor of a person convicted of a public entity crime; or

   B. An entity under the control of any natural person who is active in the management of the

entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

   ☑ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Affiant

STATE OF ~~FLORIDA~~ KANSAS
COUNTY OF SHAWNEE

Sworn to (or affirmed) and subscribed before me this 16TH day of JULY, 2025, by GREG GATHERS.

Signature of Notary Public

(stamp)

State of ~~Florida~~ KANSAS

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

SEAL OR STAMP
CAROLINE MCCOY
Notary Public
State of Kansas
My Commission Expires 4-4-29

ATTACHMENT D
RFP No. 2025-22 CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF ~~FLORIDA~~ KANSAS
COUNTY OF SHAWNEE

GREG GATHENS being first duly sworn, deposes and says that he/she is the authorized representative of CTC DISASTER RESPONSE, INC.
_____ (Name of contractor, firm or individual)
and certifies as true the following statements:

For purposes of determining any possible conflict of interest, all respondents must disclose if any Hendry County Board of County Commissioners' employee(s), elected official(s), or any of its agents is also an owner (5% or greater interest), corporate officer, director, employee, agent, etc., of their business.

Indicate either "yes" (a county employee, elected official or agent is associated with your business) or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____ NO ✓

Name(s) Position(s)

_____

_____

_____

Affiant

Sworn to (or affirmed) and subscribed before me this 16TH day of JULY, 2025, by GREG GATHENS.

CAROLINE MCCOY
Notary Public
State of Kansas
My Commission Expires 4-4-29

(stamp)

Signature of Notary Public

State of ~~Florida~~ KANSAS

ATTACHMENT E

RFP No. 2025-22 **IMMIGRATION LAW AFFIDAVIT**

Hendry County will not intentionally award county contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Hendry County may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Hendry County.

GREG GATHERS being first duly sworn, deposes and says that he/she is the authorized representative of CTC DISASTER RESPONSE, INC.
(Name of contractor, firm or individual)
and certifies as true that this business is fully compliant with all applicable immigration laws, specifically relating to the INA and subsequent amendments.

STATE OF ~~FLORIDA~~ KANSAS
COUNTY OF SHAWNEE

Affiant

Sworn to (or affirmed) and subscribed before me this 16th day of JULY, 2025, by GREG GATHERS.

Signature of Notary Public

CAROLINE MCCOY
Notary Public
State of Kansas
(stamp) Commission Expires 4-4-29

State of ~~Florida~~ KANSAS

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT F

RFP No. 2025-22 **DRUG-FREE WORKPLACE AFFIDAVIT**

THE BELOW SIGNED respondent CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services associated with this project a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services associated with this project, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

   As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Affiant

STATE OF ~~FLORIDA~~ KANSAS
COUNTY OF SHAWNEE

Sworn to (or affirmed) and subscribed before me this 16th day of JULY, 2025, by GREG GATHERS.

CAROLINE MCCOY
Notary Public
State of Kansas
My Commission Expires 4-4-29

(stamp)

Signature of Notary Public

State of ~~Florida~~ KANSAS

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT G

RFP No. 2025-22 **EXCEPTIONS TO SOLICITATION**

Each respondent may submit this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if respondent is unable to supply the specified item or chooses to provide the specified item in an alternative manner. The County shall be the sole judge of a proposed substitution equivalency.

Specification	Page	Item	Not Available/Explanation

ATTACHMENT H

RFP No. 2025-22 AFFIDAVIT CONCERNING BOYCOTTS OF ISRAEL

As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.135(5)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA

   by: GREG GATHERS, PRESIDENT

   (print individual's name and title)

   for: CTC DISASTER RESPONSE, INC.

   (print name of entity submitting sworn statement)

   whose business address is: 4011 SW 29th ST. #130 TOPEKA, KS. 66614

2. I understand that a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

3. I also understand that a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

4. Based on information and belief, the statement which I have marked below is true in relation to

the entity submitting this sworn statement. (Indicate which statement applies.)

☑ The entity **is not** participating in a boycott of Israel, **is not** on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and **does not** have business operations in Cuba or Syria.

☐ The entity **is** participating in a boycott of Israel, **is** on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it **has** business operations in Cuba or Syria.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this 16th day of JULY, 2025.

Personally known ✓ OR Type of Identification Produced: _____

_____
Notary Public – State of ~~Florida~~ KS

My Commission Expires: April 4, 29

CAROLINE MCCOY
Notary Public
State of Kansas
My Commission Expires 4-4-29

SEAL OR STAMP

ATTACHMENT I

RFP No. 2025-22 IDEMNIFICATION CONTRACT CLAUSE ACKNOWLEDGEMENT

The RESPONDENT/VENDOR shall fully indemnify, defend, and hold harmless the Florida Department of Agriculture and Consumer Services, herein referred to as the DEPARTMENT, from any suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellection property right, provided, however, the foregoing obligation shall not apply to the DEPARTMENT's misuse or modification of the VENDOR's products or DEPARTMENT's operation or use of the VENDOR's product in a manner not contemplated by the agreement. If any product is the subject of an infringement suit, or in the VENDOR's opinion is likely to become the subject of such a suit, the VENDOR at its sole expense shall procure for the DEPARTMENT the right to continue using the product or to modify it to become noninfringing. If the VENDOR is not reasonably able to modify or otherwise secure for the DEPARTMENT the right to continue using the product, the VENDOR shall remove the product and refund the DEPARTMENT the amounts paid in excess of a reasonable rental for past use. The DEPARTMENT shall not be liable for any royalties.

The VENDOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the VENDOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The VENDOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the WORK, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

7/5/25

Date

Signature

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This contract is part of a Federal Emergency Management Agency (FEMA) funding agreement and the following provisions apply:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

Signature of Contractor's Authorized Official

GREG GATTENS, PRESIDENT

Name and Title of Contractor's Authorized Official

7/5/25

Date

ATTACHMENT K

RFP No. 2025-22 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

(1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

_____

Signature

_____

Name and Title

_____

Street Address

_____

City, State, Zip

_____

Date

ATTACHMENT L

RFP No. 2025-22 UNIT RATE PRICE SCHEDULE

1. Right-of-Way Clearing and removing debris from the public right-of-way, streets and roads and Private Property Debris Removal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

ZONE 1 - CITY OF CLEWISTON

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ 6.99 per cubic yard for 0-5 miles, one-way haul

$ 7.09 per cubic yard for 5.1-10 miles, one-way haul

$ 7.19 per cubic yard for 10.1-15 miles, one way haul

$ 7.30 per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ 7.49 per cubic yard for 0-30 miles, one-way haul

$ 8.49 per cubic yard for 30.1-60 miles, one-way haul

$ 8.99 per cubic yard for 60.1-90 miles, one way haul

$ 8.99 per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24" diameter and up, but less than 36" diameter: $ 100.00 each

36" diameter and up, but less than 48" diameter: $ 300.00 each

48" diameter and up, but less than 72" diameter: $ 300.00 each

Equal to or greater than 72" diameter: $ 300.00 each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ 10.00 cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$ 15.00 per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24": $ 128.00 per tree
* 24 – 36": $ 248.00 per tree
* Greater than 36": $ 298.00 per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ 98.00 per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ 7.00 per linear foot

Ditch width 4.1 – 8.0 feet: $ 8.00 per linear foot

Ditch width 8.1 – 12.0 feet: $ 9.00 per linear foot

Ditch width 12.1 – 16.0 feet: $ 11.00 per linear foot

Ditch width 16.1 – 20.0 feet: $ 15.00 per linear foot

Ditch width 20.1 feet or greater: $ 18.00 per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $ 15.00 per cubic yard

1.A.7 Loading and hauling of white goods.

$ 30.00 per unit

Removal and proper disposal of Freon.

$ 30.00 per unit

ZONE 2 - CITY OF LABELLE

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ 6.99 per cubic yard for 0-5 miles, one-way haul

$ 7.09 per cubic yard for 5.1-10 miles, one-way haul

$ 7.19 per cubic yard for 10.1-15 miles, one way haul

$ 7.30 per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ 7.49 per cubic yard for 0-30 miles, one-way haul

$ 8.49 per cubic yard for 30.1-60 miles, one-way haul

$ 8.99 per cubic yard for 60.1-90 miles, one way haul

$ 8.99 per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24" diameter and up, but less than 36" diameter: $ 100.00 each

36" diameter and up, but less than 48" diameter: $ 200.00 each

48" diameter and up, but less than 72" diameter: $ 300.00 each

Equal to or greater than 72" diameter: $ 300 @ each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ 10 @ cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$ 15 @ per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24": $ 128 @ per tree

* 24 – 36": $ 348 @ per tree

* Greater than 36": $ 298 @ per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ 98 @ per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ 7 @ per linear foot

Ditch width 4.1 – 8.0 feet: $ 8 @ per linear foot

Ditch width 8.1 – 12.0 feet: $ 9 @ per linear foot

Ditch width 12.1 – 16.0 feet: $ 11 @ per linear foot

Ditch width 16.1 – 20.0 feet: $ 15.00 per linear foot

Ditch width 20.1 feet or greater: $ 18.00 per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $ 15.00 per cubic yard

1.A.7 Loading and hauling of white goods.

$ 30.00 per unit

Removal and proper disposal of Freon.

$ 30.00 per unit

ZONE 3 - EASTERN UNINCORPORATED HENDRY COUNTY

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ 6.99 per cubic yard for 0-5 miles, one-way haul

$ 7.09 per cubic yard for 5.1-10 miles, one-way haul

$ 7.19 per cubic yard for 10.1-15 miles, one way haul

$ 7.30 per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ 7.44 per cubic yard for 0-30 miles, one-way haul

$ 8.49 per cubic yard for 30.1-60 miles, one-way haul

$ 8.99 per cubic yard for 60.1-90 miles, one way haul

$ 8.99 per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24" diameter and up, but less than 36" diameter: $ 100.00 each

36" diameter and up, but less than 48" diameter: $ 300.00 each

48" diameter and up, but less than 72" diameter: $ 300.00 each

Equal to or greater than 72" diameter: $ 300.00 each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ 10.00 cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$ 15.00 per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24": $ 128.00 per tree

* 24 – 36": $ 248.00 per tree

* Greater than 36": $ 298.00 per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ 98.00 per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ 7.00 per linear foot

Ditch width 4.1 – 8.0 feet: $ 8.00 per linear foot

Ditch width 8.1 – 12.0 feet: $ 9.00 per linear foot

Ditch width 12.1 – 16.0 feet: $ 11.00 per linear foot

Ditch width 16.1 – 20.0 feet: $ 15.00 per linear foot

Ditch width 20.1 feet or greater: $ 18.00 per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $ 15.00 per cubic yard

1.A.7 Loading and hauling of white goods.

$ 30.00 per unit

Removal and proper disposal of Freon.

$ 30.00 per unit

ZONE 4 - WESTERN UNINCORPORATED HENDRY COUNTY

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ 6.99 per cubic yard for 0-5 miles, one-way haul

$ 7.09 per cubic yard for 5.1-10 miles, one-way haul

$ 7.19 per cubic yard for 10.1-15 miles, one way haul

$ 7.30 per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ 7.49 per cubic yard for 0-30 miles, one-way haul

$ 8.49 per cubic yard for 30.1-60 miles, one-way haul

$ 8.99 per cubic yard for 60.1-90 miles, one way haul

$ 8.99 per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24" diameter and up, but less than 36" diameter: $ 100.00 each

36" diameter and up, but less than 48" diameter: $ 300 @ each

48" diameter and up, but less than 72" diameter: $ 300 @ each

Equal to or greater than 72" diameter: $ 300 @ each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ 10 @ cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$ 15 @ per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24": $ 128 @ per tree

* 24 – 36": $ 248 @ per tree

* Greater than 36": $ 298 @ per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ 98 @ per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ 7 @ per linear foot

Ditch width 4.1 – 8.0 feet: $ 8 @ per linear foot

Ditch width 8.1 – 12.0 feet: $ 9.00 per linear foot

Ditch width 12.1 – 16.0 feet: $ 11.00 per linear foot

Ditch width 16.1 – 20.0 feet: $ 15.00 per linear foot

Ditch width 20.1 feet or greater: $ 18.00 per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $ 15.00 per cubic yard

1.A.7 Loading and hauling of white goods.

$ 30.00 per unit

Removal and proper disposal of Freon.

$ 30.00 per unit

2. Management and operation of DMS to accept, process, and reduce disaster related debris.

ZONE 1 - CITY OF CLEWISTON

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

$ 3.85 per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

$ 2.99 per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

$ 4.85 per cubic yard for 0-15 miles, one-way haul

$ 5.00 per cubic yard for 15.1-30 miles, one-way haul

$ 5.50 per cubic yard for 30.1-60 miles, one-way haul

ZONE 2 - CITY OF LABELLE

2.1 **Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:**

$ 3.85 per cubic yard

2.2 **Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:**

$ 2.99 per cubic yard

2.3 **Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.**

$ 4.85 per cubic yard for 0-15 miles, one-way haul

$ 5.00 per cubic yard for 15.1-30 miles, one-way haul

$ 5.50 per cubic yard for 30.1-60 miles, one-way haul

ZONE 3 - EASTERN UNINCORPORATED HENDRY COUNTY

2.1 **Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:**

$ 3.85 per cubic yard

2.2 **Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:**

$ 2.99 per cubic yard

2.3 **Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.**

$ 4.85 per cubic yard for 0-15 miles, one-way haul

$ 5.00 per cubic yard for 15.1-30 miles, one-way haul

$ 5.50 per cubic yard for 30.1-60 miles, one-way haul

ZONE 4 - WESTERN UNINCORPORATED HENDRY COUNTY

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

$ 3.85 per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

$ 2.99 per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

$ 4.85 per cubic yard for 0-15 miles, one-way haul

$ 5.00 per cubic yard for 15.1-30 miles, one-way haul

$ 5.50 per cubic yard for 30.1-60 miles, one-way haul

EMERGENCY ROAD CLEARANCE
ZONE 1 - CITY OF CLEWISTON

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ 65.00
Bucket Truck – 50 ft.	Hour	$ 175.00
Bucket Truck – 50 ft. to 75 ft.	Hour	$ 245.00
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ 175.00
Crane – Up to 15 ton	Hour	$ 65.00
Crane – 30-49 tons	Hour	$ 150.00
Crane – 50 ton or larger	Hour	$ 200.00
Crane – 100 ton	Hour	$ 375.00
Dozer – CAT D4	Hour	$ 120.00
Dozer – CAT D6	Hour	$ 145.00
Dozer – CAT D7	Hour	$ 150.00
Dozer – CAT D8	Hour	$ 155.00
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ 120.00
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ 120.00
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ 120.00
Dump Truck – 16-30 CY	Hour	$ 115.00
Dump Truck – 31-60 CY	Hour	$ 115.00
Dump Truck – 61-100 CY	Hour	$ 115.00
Dump Truck – Trailer 24-40 CY	Hour	$ 120.00
Dump Truck – Trailer 41-60 CY	Hour	$ 120.00
Dump Truck – Trailer 50-80 CY	Hour	$ 120.00
Equipment Transports	Hour	$ 125.00
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ 145.00
Excavator – CAT 320	Hour	$ 145.00
Excavator – CAT 325	Hour	$ 145.00
Excavator – CAT 330	Hour	$ 145.00
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ 120.00
Forklift – Extends Boom w/ Debris Grapple	Hour	$ 80.00
Fuel Truck (1000 gallon)	Hour	$ 100.00
Light Plant - Portable	Hour	$ 28.00

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ 138.00
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ 145.00
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ 145.00
Loader – Knuckle Boom – 216 Prentice	Hour	$ 100.00
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ 125.00
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ 295.00
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ 110.00
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ 115.00
Loader – Trackhoe 690 JD or equal	Hour	$ 145.00
Loader – Wheel, CAT 955	Hour	$ 145.00
Loader – Wheel, CAT 966	Hour	$ 145.00
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ 125.00
Motor Grader – CAT 125-140 HP	Hour	$ 80.00
Passenger Car	Hour	$ 60.00
Passenger Van	Hour	$ 60.00
Power Screen	Hour	$ 100.00
Stump Grinder / Vermeer 252	Hour	$ 85.00
Trackhoe – CAT 320	Hour	$ 145.00
Tractor – Box Blade	Hour	$ 70.00
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ 315.00
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ 450.00
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ 485.00
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ 495.00
Tub Grinder – 300-400	Hour	$ 400.00
Tub Grinder – Horz., Diamond Z or equal	Hour	$ 495.00

ZONE 2 - CITY OF LABELLE

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ 65.00
Bucket Truck – 50 ft.	Hour	$ 175.00
Bucket Truck – 50 ft. to 75 ft.	Hour	$ 245.00
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ 175.00
Crane – Up to 15 ton	Hour	$ 65.00
Crane – 30-49 tons	Hour	$ 150.00
Crane – 50 ton or larger	Hour	$ 200.00
Crane – 100 ton	Hour	$ 375.00
Dozer – CAT D4	Hour	$ 120.00
Dozer – CAT D6	Hour	$ 145.00
Dozer – CAT D7	Hour	$ 150.00
Dozer – CAT D8	Hour	$ 155.00
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ 120.00
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ 120.00
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ 120.00
Dump Truck – 16-30 CY	Hour	$ 115.00
Dump Truck – 31-60 CY	Hour	$ 115.00
Dump Truck – 61-100 CY	Hour	$ 115.00
Dump Truck – Trailer 24-40 CY	Hour	$ 120.00
Dump Truck – Trailer 41-60 CY	Hour	$ 120.00
Dump Truck – Trailer 50-80 CY	Hour	$ 120.00
Equipment Transports	Hour	$ 125.00
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ 145.00
Excavator – CAT 320	Hour	$ 145.00
Excavator – CAT 325	Hour	$ 145.00
Excavator – CAT 330	Hour	$ 145.00
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ 120.00
Forklift – Extends Boom w/ Debris Grapple	Hour	$ 80.00
Fuel Truck (1000 gallon)	Hour	$ 100.00
Light Plant - Portable	Hour	$ 28.00

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ 138.00
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ 145.00
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ 145.00
Loader – Knuckle Boom – 216 Prentice	Hour	$ 100.00
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ 125.00
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ 295.00
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ 110.00
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ 115.00
Loader – Trackhoe 690 JD or equal	Hour	$ 145.00
Loader – Wheel, CAT 955	Hour	$ 145.00
Loader – Wheel, CAT 966	Hour	$ 145.00
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ 125.00
Motor Grader – CAT 125-140 HP	Hour	$ 80.00
Passenger Car	Hour	$ 60.00
Passenger Van	Hour	$ 60.00
Power Screen	Hour	$ 100.00
Stump Grinder / Vermeer 252	Hour	$ 85.00
Trackhoe – CAT 320	Hour	$ 145.00
Tractor – Box Blade	Hour	$ 70.00
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ 315.00
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ 450.00
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ 485.00
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ 495.00
Tub Grinder – 300-400	Hour	$ 400.00
Tub Grinder -- Horz., Diamond Z or equal	Hour	$ 495.00

ZONE 3 - EASTERN UNINCORPORATED HENDRY COUNTY

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ 65.00
Bucket Truck – 50 ft.	Hour	$ 175.00
Bucket Truck – 50 ft. to 75 ft.	Hour	$ 245.00
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ 175.00
Crane – Up to 15 ton	Hour	$ 65.00
Crane – 30-49 tons	Hour	$ 150.00
Crane – 50 ton or larger	Hour	$ 200.00
Crane – 100 ton	Hour	$ 375.00
Dozer – CAT D4	Hour	$ 120.00
Dozer – CAT D6	Hour	$ 145.00
Dozer – CAT D7	Hour	$ 150.00
Dozer – CAT D8	Hour	$ 155.00
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ 120.00
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ 120.00
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ 120.00
Dump Truck – 16-30 CY	Hour	$ 115.00
Dump Truck – 31-60 CY	Hour	$ 115.00
Dump Truck – 61-100 CY	Hour	$ 115.00
Dump Truck – Trailer 24-40 CY	Hour	$ 120.00
Dump Truck – Trailer 41-60 CY	Hour	$ 120.00
Dump Truck – Trailer 50-80 CY	Hour	$ 120.00
Equipment Transports	Hour	$ 125.00
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ 145.00
Excavator – CAT 320	Hour	$ 145.00
Excavator – CAT 325	Hour	$ 145.00
Excavator – CAT 330	Hour	$ 145.00
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ 120.00
Forklift – Extends Boom w/ Debris Grapple	Hour	$ 80.00
Fuel Truck (1000 gallon)	Hour	$ 100.00
Light Plant - Portable	Hour	$ 28.00

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ 138.00
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ 145.00
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ 145.00
Loader – Knuckle Boom – 216 Prentice	Hour	$ 100.00
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ 125.00
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ 295.00
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ 110.00
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ 115.00
Loader – Trackhoe 690 JD or equal	Hour	$ 145.00
Loader – Wheel, CAT 955	Hour	$ 145.00
Loader – Wheel, CAT 966	Hour	$ 145.00
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ 125.00
Motor Grader – CAT 125-140 HP	Hour	$ 80.00
Passenger Car	Hour	$ 60.00
Passenger Van	Hour	$ 60.00
Power Screen	Hour	$ 100.00
Stump Grinder / Vermeer 252	Hour	$ 85.00
Trackhoe – CAT 320	Hour	$ 145.00
Tractor – Box Blade	Hour	$ 70.00
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ 315.00
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ 450.00
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ 485.00
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ 495.00
Tub Grinder – 300-400	Hour	$ 400.00
Tub Grinder – Horz., Diamond Z or equal	Hour	$ 495.00

ZONE 4 - WESTERN UNINCORPOATED HENDRY COUNTY

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ 65.00
Bucket Truck – 50 ft.	Hour	$ 175.00
Bucket Truck – 50 ft. to 75 ft.	Hour	$ 245.00
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ 175.00
Crane – Up to 15 ton	Hour	$ 65.00
Crane – 30-49 tons	Hour	$ 150.00
Crane – 50 ton or larger	Hour	$ 200.00
Crane – 100 ton	Hour	$ 375.00
Dozer – CAT D4	Hour	$ 120.00
Dozer – CAT D6	Hour	$ 145.00
Dozer – CAT D7	Hour	$ 150.00
Dozer – CAT D8	Hour	$ 155.00
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ 120.00
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ 120.00
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ 120.00
Dump Truck – 16-30 CY	Hour	$ 115.00
Dump Truck – 31-60 CY	Hour	$ 115.00
Dump Truck – 61-100 CY	Hour	$ 115.00
Dump Truck – Trailer 24-40 CY	Hour	$ 120.00
Dump Truck – Trailer 41-60 CY	Hour	$ 120.00
Dump Truck – Trailer 50-80 CY	Hour	$ 120.00
Equipment Transports	Hour	$ 125.00
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ 145.00
Excavator – CAT 320	Hour	$ 145.00
Excavator – CAT 325	Hour	$ 145.00
Excavator – CAT 330	Hour	$ 145.00
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ 120.00
Forklift – Extends Boom w/ Debris Grapple	Hour	$ 80.00
Fuel Truck (1000 gallon)	Hour	$ 100.00
Light Plant - Portable	Hour	$ 28.00

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ 138.00
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ 145.00
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ 145.00
Loader – Knuckle Boom – 216 Prentice	Hour	$ 100.00
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ 125.00
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ 295.00
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ 110.00
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ 115.00
Loader – Trackhoe 690 JD or equal	Hour	$ 145.00
Loader – Wheel, CAT 955	Hour	$ 145.00
Loader – Wheel, CAT 966	Hour	$ 145.00
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ 125.00
Motor Grader – CAT 125-140 HP	Hour	$ 80.00
Passenger Car	Hour	$ 60.00
Passenger Van	Hour	$ 60.00
Power Screen	Hour	$ 100.00
Stump Grinder / Vermeer 252	Hour	$ 85.00
Trackhoe – CAT 320	Hour	$ 145.00
Tractor – Box Blade	Hour	$ 70.00
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ 315.00
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ 450.00
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ 485.00
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ 495.00
Tub Grinder – 300-400	Hour	$ 400.00
Tub Grinder – Horz., Diamond Z or equal	Hour	$ 495.00

Authorized Signature: _____

Date: 7/5/23

RFP No. 2025-22

EXHIBIT "A"
SAMPLE RANKING SHEET

RFP #2025-22, Disaster Debris Removal and Disposal Services

RFP Number and Title		Qualifications/Ability Evaluation	Anticipated Delivery of Services	Prive Evaluation	Total	Rank
Reviewer	Applicant	25 Points	20 Points	55 Points	100 Points	
Selection Committee Member #1	Firm #1					
	Firm #2					
Selection Committee Member #2	Firm #1					
	Firm #2					
Selection Committee Member #3	Firm #1					
	Firm #2					
Selection Committee Member #4	Firm #1					
	Firm #2					
Selection Committee Member #5	Firm #1					
	Firm #2					

Ordinal Score

Company	Selection Committee Member #1	Selection Committee Member #2	Selection Committee Member #3	Selection Committee Member #4	Total	Rank
Firm #1						
Firm #2						

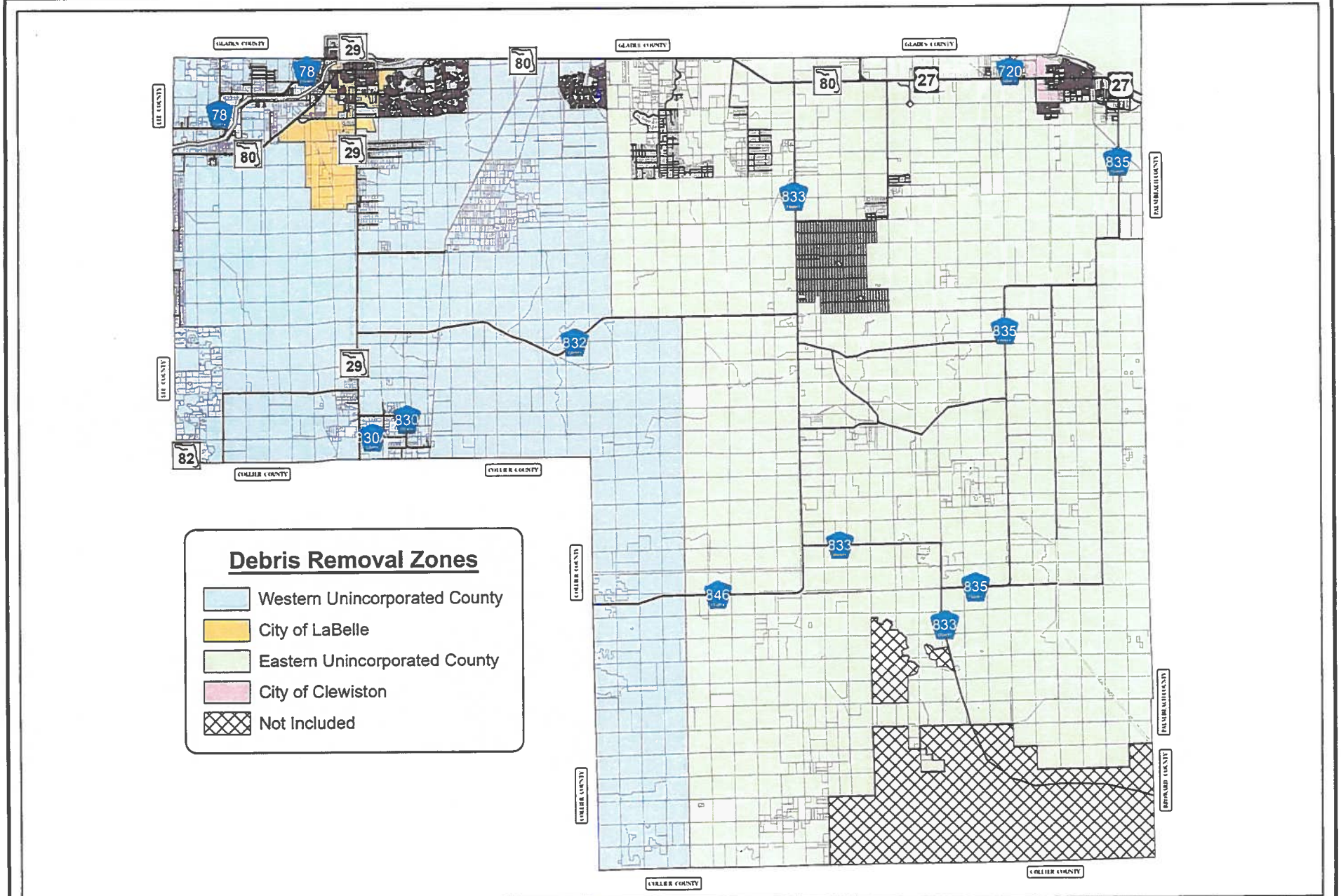
Total Points - Tie-Breaker (if required)

Company	Selection Committee Member #1	Selection Committee Member #2	Selection Committee Member #3	Selection Committee Member #4	Total	Rank
Firm #1						
Firm #2						

RFP No. 2025-22

EXHIBIT "B"
DEBRIS REMOVAL ZONES
LOCATION MAP

NEXT PAGE



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Hendry County Debris Removal Zones

Debris Removal Zones.PDF

May 21, 2025

HENDRY COUNTY GIS DEPARTMENT

STEVEN L. McCORMICK, COORDINATOR

EXHIBIT "C"

RFP No. 2025-22 FEMA STUMP CONVERSION TABLE

Diameter to Volume Capacity

FEMA quantifies the amount of cubic yards of debris for each size of stump based on the following formula:

$$[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}] \; 46{,}656$$

0.7854 is one-fourth Pi and is a constant.
46,656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

Stump diameter measured 2 feet up from the ground
Stump diameter to root-ball diameter ratio of 1:3.6
Root-ball height of 31 inches

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

NEXT PAGE

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Board of County Commissioners
Agenda Request

Date of Meeting: September 22, 2025

Date Submitted: September 16, 2025

To: Honorable Chairman and Members of the Board

From: R. Shane Parker, P.E., Public Works Director

Location: Bids

Subject: RFP No. 2025-22 – Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle

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Statement of Issue:

The ranking of the selection committee for the responses received for the Request for Proposals (RFP) for disaster debris removal and disposal services for Hendry County needs approval.

Background:

On June 11, 2025, staff issued RFP No. 2025-22 for Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle. The RFP was advertised in the Lake Okeechobee News, on the Hendry County website, and on DemandStar.

Responses to the RFP were received on July 18, 2025, at 2:00 p.m. Eleven firms submitted a proposal, and they were Aftermath Disaster Recovery, Bergeron Emergency Services, Inc., Ceres Environmental Services, Inc., CTC Disaster Response, Inc., D&J Enterprises, Inc., DRC Emergency Services, LLC, Dynamic Group, LLC, Grubbs Emergency Services, LLC, Rapid Response Disaster Services, LLC, TFR Enterprises, Inc., and Wherry Truck Lines, Inc.

A selection (ranking) committee was comprised to evaluate the proposals received and to rank them according to the criteria stated in the RFP. The names of the committee members were also stated in the RFP that was issued. The ranking committee members were Bradley Musser, Florida Department of Transportation Permitting Coordinator, Shane Parker, Hendry County Public Works Director, Danny Williams, City of Clewiston Manager, Robert Pastula, Hendry County Director of Emergency Management, and Chief Brent Stevens, LaBelle Fire Department.

The ranking committee met on September 10, 2025, to discuss the proposals and to rank the proposals that were submitted. Danny Williams was unable to participate as he was preparing for the City of Clewiston's budget workshop that evening.

The RFP was divided into four zones. Zone 1 is the City of Clewiston, Zone 2 is the City of LaBelle, Zone 3 is Eastern Unincorporated Hendry County, and Zone 4 is Western Unincorporated Hendry County. The RFP was ranked by right-of-way clearing, debris removal including leaners, hangars, and stumps; management and operation of the debris management site (DMS); and emergency road clearing.

Each local government intends to award a primary, secondary, and tertiary contractor. The committee ranked the proposers on qualifications/ability (25 points), anticipated delivery of services (20 points), and price evaluation (55 points). Zone 1 will be awarded by the City of Clewiston and Zone 2 will be awarded by the City of LaBelle.

For the primary contractor, the selection committee recommends that the Board authorize a Contract with Wherry Truck Lines, Inc. for right-of-way clearing and debris removal including leaners, hangars, and stumps; management and operation of the DMS; and emergency road clearing in both Zones 3 and 4.

For the secondary contractor, the selection committee recommends CTC Disaster Response, Inc. for right-of-way clearing and debris removal including leaners, hangars, and stumps, and operation of the DMS in both Zones 3 and 4. For the secondary contractor, the selection committee recommends Ceres Environmental Services, Inc. for emergency road clearing in both Zones 3 and 4.

For the tertiary contractor, the selection committee recommends Ceres Environmental Services, Inc. for right-of-way clearing and debris removal including leaners, hangars, and stumps, and operation of the DMS in both Zones 3 and 4. For the tertiary contractor, the selection committee recommends CTC Disaster Response, Inc. for emergency road clearing in both Zones 3 and 4.

Analysis:

Wherry Truck Lines, Inc. has done business before in Hendry County. They were a sub-contractor to Ashbritt and was the County's primary point of contact for getting the County cleaned up after Hurricane Irma in 2017 and did an excellent job.

In 2018, the County issued RFP No. 2018-17 for Disaster Debris Removal and Disposal Services and Wherry Truck Lines, Inc. was awarded the primary contract for right-of-way clearing and debris removal including leaners, hangars, and stumps; management and operation of the DMS; and emergency road clearing in both Zones 3 and 4. The County was fortunate and did not need to active Wherry Truck Lines during their four year contract.

In 2021, the County issued RFP No. 2021-09 for Disaster Debris Removal and Disposal Services and Wherry Truck Lines did not submit a proposal. The primary contract for right-of-way clearing and debris removal including leaners, hangars, and stumps; management and operation of the DMS; and emergency road clearing in both Zones 3 and 4 was awarded to D&J Enterprises, Inc and they are the current vendor until October 31, 2025. D&J Enterprises responded during Hurricane Ian and did an excellent job, but

they submitted an incomplete proposal in response to RFP No. 2025-22 as they did not execute any of the required forms in their proposal.

Ceres Environmental Services, Inc. and CTC Disaster Response, Inc. have not done business with Hendry County in the past. However, they both have a lot of experience with disaster cleanup.

The contract with the firms would be for an initial term of one year, with three additional one-year terms at the sole option of the County.

Fiscal Impact:

The fiscal impact is unknown. The disaster relief fund will be paying for the services, if required.

Options:

Option 1: (a) Accept the selection committee's recommendation; and

(b) Authorize staff to prepare contracts with Wherry Truck Lines, Inc., Ceres Environmental Services, Inc., and CTC Disaster Response, Inc., subject to County Attorney approval; and

(c) Authorize the Chair, or in her absence the Vice-Chair, to execute the contracts, subject to County Attorney approval.

Option 2: Disapprove

Option 3: Board provides direction.

Recommendation:

Option 1:

Attachments:

Ranking sheets

Agenda Item Memorandum

TO: **City Commission of the City of Clewiston**

FROM: **Lynne Mila, Director of Operations**

VIA: **Danny Williams, City Manager**

DATE: **July 20, 2026**

SUBJECT: **Consideration of approval of Resolution 2026-38**

Background:

A Mechanical Integrity Test (MIT) of the city's Deep Injection Well is a requirement for permit renewal. The MIT comprises 4 separate procedures, including a pressure test of the well annulus where a pressure of 171 psi must be maintained for a period of 60 minutes. During the performance of this test by contractor Layne, a decline in pressure was detected, indicating a leak in the annulus that needs to be repaired.

Resolution 2026-38 approves the agreement with Contractor Layne to inject Enviro-plug into the Deep Injection Well Annulus.

Apex Hydrologist Alec Piironen, who is overseeing the MIT and permit renewal, received FDEP approval of the proposed repair method and solicited 3 quotes from qualified contractors to perform the work. Contractor Layne submitted a quote, 2 other firms declined to bid. Staff is requesting approval to award the repair contract to Layne.

Financial Impact:

The total cost of the repair is $46,500 with an additional $30,000 in contingency for a second attempt if necessary.

Recommendation:

Staff recommends approval of Resolution 2026-38

Attachments:

1. Resolution 2026-38
2. PO UT-26-162

CITY OF CLEWISTON

RESOLUTION NO. 2026-38

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY OF CLEWISTON AND LAYNE COMPANY FOR THE REPAIR OF THE CITY'S DEEP INJECTION WELL; AUTHORIZING THE APPRORIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY, CONFLICT, AND EFFECTIVE DATE.

WHEREAS, the Water Treatment System is a public necessity, and if the system is interrupted it creates the possibility of serious, dangerous conditions to the community; and

WHEREAS, the City of Clewiston ("City") finds that it is in the best interest of the City of Clewiston to approve an agreement for the contract to repair the Deep Injection Well annulus to ensure the safe continuous operation of the city's Water Treatment Plant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, THAT:

SECTION 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution.

SECTION 2. The City Commission of the City of Clewiston approves the Agreement with Layne Company for the repair of the Deep Injection Well and authorizes the appropriate City Officials to execute same.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are repeated to the extent of such conflict.

SECTION 4. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its passage and adoption.

Commissioner _____ offered the foregoing resolution. Commissioner _____seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
JAMES PITTMAN, MAYOR	□	□	□
HILLARY HYSLOPE, VICE MAYOR	□	□	□
BARBARA EDMONDS, COMMISSIONER	□	□	□
MALI GARDNER, COMMISSIONER	□	□	□
JAMES WILLIAMS, COMMISSIONER	□	□	□

PASSED AND APPROVED by the City Commission of the City of Clewiston this ___ day of_____, 2026.

ATTEST: CITY OF CLEWISTON, FLORIDA

_____ _____
Fransheska Berrios, City Clerk James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Kaylee Tuck, City Attorney

CITY OF CLEWISTON

115 W. Ventura Ave.
Clewiston, Fl 33440
Tel: 863-983-1484 • Fax: 863-983-4055

PURCHASE ORDER

Date 20-Jul-2026 Requested By: Lynne Mila

Deliver To:

Address:

Layne
5741 Zip Dr.
Ft. Myers 33905

CLEWISTON, FLORIDA 33440
TEL: 863-983-1496
FAX: 863-983-3112

SHIP VIA	UNLESS OTHERWISE STATED ALL PRICES F.O.B. CLEWISTON	DATE WANTED	TERMS

SUBJECT TO THE FOLLOWING CONDITIONS, furnish articles or services listed; 1. Render separate incoice for this order or for each shipment thereon immediately following shipment. 2. Prepaid freight chargeable to the City of Clewiston must be supported by carriers's receipt. 3. Ship all orders to the proper department. 4. Whenever a delivery is rejected, the vendor shall be notified and give the reason for rejection. All regected deliveries shall be held at teh vednors risk and he shall bear the expense of removal.

QUANTITY	UNITS	DESCRIPTION	UNIT PRICES	AMOUNT
1	LS	Attempt to seal annulus with Enviro-Plug Seal, and price to include equipment and materials. Work to be done in overnight shifts 2 shifts per day to ensure propre seal with pressure	$46,500.00	$46,500.00
1	LS	Attempt #2 same as line 1	$30,000.00	$30,000.00
				$76,500.00

Florida State Sales Tax Exemption Certificate No. 85-8012621547C-1

The city of Clewiston is exempt from FEDERAL EXCISE TAXES. Exemption certificate will be signed upon request.

	FUND	DEPT.	OBJECT	PROJECT	AMOUNT
	420	3005	546200		
PURCHASING AGENT					
CITY MANAGER					

IMPORTANT

SHOW THIS NUMBER ON ALL PACKAGES, TICKETS, INVOICES, STATEMNTS AND CORRESPONDENCE.

PURCHASE ORDER UT-26-162

Agenda Item Memorandum

TO: **City Commission of the City of Clewiston**

FROM: **Lynne Mila, Director of Operations**

VIA: **Danny Williams, City Manager**

DATE: **July 20, 2026**

SUBJECT: **Consideration of approval of Resolution 2026-39**

Background/History:

On June 22, 2026, staff investigated an alarm at Lift Station #20 and found that the check valve was not functioning properly, creating the risk of an imminent sanitary sewer overflow.

Resolution No. 2026-39 approves the emergency, and the purchase order to Advanced Lift Station Services for the emergency repair.

Financial Impact: $31,050.32

Attachments:

1. Purchase Order UT-26-161
2. Resolution 2026-39

Recommendations:

Recommend approval of Resolution 2026-39

CITY OF CLEWISTON

RESOLUTION NO. 2026-39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, RATIFYING THE EMERGENCY REPAIR OF THE CITY'S SEWER SYSTEM, AUTHORIZING THE ATTACHED PURCHASE ORDER, INCLUDING THE NECESSARY PARTS FOR THE COMPLETION OF THE REPAIR. AUTHORIZING THE APPRORIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY, CONFLICT, AND EFFECTIVE DATE.

WHEREAS, on June 22, 2026, city staff determined that an emergency existed with respect to the city sanitary sewer system; and

WHEREAS, the Wastewater Collection System is a public necessity, and if the system is interrupted it creates the possibility of serious, dangerous conditions to the community; and

WHEREAS, the City Manager approved an Emergency Repair of the sewer collection system; and

WHEREAS, it is necessary for the Commission to approve the Emergency, and the Emergency Repair to ensure the safe, continuous operation of the City's wastewater treatment and collection system.

WHEREAS, the city is authorized by law to enter into the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, THAT:

SECTION 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution.

SECTION 2. The City Commission of the City of Clewiston hereby approves the determination by the City Manager of the existence of an Emergency, and the Emergency Repair of the city sewer system.

SECTION 3. The City Commission of the City of Clewiston hereby authorizes the City to utilize the contract above for the purpose which is specified in this Resolution to enter into the agreement.

SECTION 4. This Resolution shall become effective immediately upon its passage and adoption.

Commissioner_____ offered the foregoing resolution. Commissioner _____seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
JAMES PITTMAN, MAYOR	□	□	□
HILLARY HYSLOPE, VICE MAYOR	□	□	□
BARBARA EDMONDS, COMMISSIONER	□	□	□
MALI GARDNER, COMMISSIONER	□	□	□
JASON WILLIAMS, COMMISSIONER	□	□	□

PASSED AND APPROVED by the City Commission of the City of Clewiston this ___ day of_____, 2026.

ATTEST: CITY OF CLEWISTON, FLORIDA

_____ _____
Fransheska Berrios, City Clerk James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Kaylee Tuck, City Attorney

CITY OF CLEWISTON

115 W. Ventura Ave.
Clewiston, Fl 33440
Tel: 863-983-1484 • Fax: 863-983-4055

PURCHASE ORDER

Date 20-Jul-2026 Requested By: Lynne Mila

Deliver To:

Address:

Advanced Lift Stations

CLEWISTON, FLORIDA 33440
TEL: 863-983-1496
FAX: 863-983-3112

SHIP VIA	UNLESS OTHERWISE STATED ALL PRICES F.O.B. CLEWISTON	DATE WANTED	TERMS

SUBJECT TO THE FOLLOWING CONDITIONS, furnish articles or services listed; 1. Render separate incoice for this order or for each shipment thereon immediately following shipment. 2. Prepaid freight chargeable to the City of Clewiston must be supported by carriers's receipt. 3. Ship all orders to the proper department. 4. Whenever a delivery is rejected, the vendor shall be notified and give the reason for rejection. All regected deliveries shall be held at teh vednors risk and he shall bear the expense of removal.

QUANTITY	UNITS	DESCRIPTION	UNIT PRICES	AMOUNT
		LS #20 Roland Martin Marina emergency repair		$31,050.32
		replace valves, all piping and install second pump		
		Authorizing Resolution 2026-		
		Invoice # 13504		$31,050.32

Florida State Sales Tax Exemption Certificate No. 85-8012621547C-1

The city of Clewiston is exempt from FEDERAL EXCISE TAXES. Exemption certificate will be signed upon request.

	FUND	DEPT.	OBJECT	PROJECT	AMOUNT
	420	3062	546900		
PURCHASING AGENT					
CITY MANAGER					

IMPORTANT
SHOW THIS NUMBER ON ALL PACKAGES, TICKETS, INVOICES, STATEMNTS AND CORRESPONDENCE.

PURCHASE ORDER UT-26-161

Agenda Item Memorandum

TO: City Commission of the City of Clewiston

FROM: Christopher Cooper, Community Development Director

VIA: Danny Williams, City Manager

DATE: June 20, 2026

SUBJECT: Permit Exemption Application

Background: Under Florida Statutes Section 553.79 (amended by HB 803), residential work valued at under $7,500 for single-family homes is exempt from local permit requirements. However, permits are still legally mandated for any structural, electrical, plumbing, mechanical, or gas work, or if the property is located in a designated flood hazard area.

This item is the proposed Permit Exemption Application for use by the Building Department for permit exemption request.

Recommendation: Staff is requesting review and approval of the application

City Of Clewiston

Community Development Department

121 Central Avenue Clewiston, Florida 334408 • Phone: 863-983-1500

www.clewiston-fl.gov

permitting@clewiston-fl.gov

BUILDING PERMIT EXEMPTION CHECKLIST

__ 1. Is the applicant an owner of a single-family dwelling or the owner's contractor?

__ 2. Has the applicant confirmed that the property is not located partially or entirely in a flood hazard area as defined by the Florida Building Code?

__ 3. Does the proposed work have a value of less than $7,500 and **does not** include any **electrical, structural, mechanical, plumbing,** or **gas work** performed on property containing a single family dwelling?

__ 4. Will the proposed structure be placed entirely within the subject property and does it comply with the setbacks and additional LDC requirements for that zoning district?

Per FSS 553.79(2)(b). A construction project may not be divided into more than one project for the purpose of evading the requirements of this paragraph.

Per FSS 553.79(4). A local government has no legal duty to the owner, contractor, or successors or assigns thereof for exempted work performed under this paragraph.

City Of Clewiston

Community Development Department

121 Central Avenue Clewiston, Florida 334408 • Phone: 863-983-1500
www.clewiston-fl.gov
permitting@clewiston-fl.gov

REQUEST FOR A BUILDING PERMIT EXEMPTION

I _____ owner/owner's contractor of the property located at _____ am requesting an exemption for a perm it. I'm certifying that the work is less than $7,500 and will not include structural, electrical, mechanical, gas, or plumbing and the site is not partially or entirely located in a flood hazard area as defined by the Florida Building Code (FBC) as outlined in Florida State Statute 553.79(g)(l) through 553.79(i).

REQUIRED DOCUMENTS:

I. You must submit a detailed description of the work.
2. Provide proof of ownership as recorded in public records. Documentation may be a Tax bill, or recorded deed (warranty, mortgage, or contract for deed).

I hereby certify that the above information is true and correct to the best of my knowledge.

_____ _____
Signature of Owner/Contractor Print Name

_____ _____
Address of Owner Phone Number and Email Address

STATE OF FLORIDA
COUNTY OF _____
Sworn to (or affirmed) and subscribed before me by means of physical presence or online Notarization, this____ day of _____, 20____, by _____

_____
(Signature of Notary Public –
State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced _____

□Approved □ Denied - Staff Initials: _____ Date: _____

Reason for denial: _____

Agenda Item Memorandum

TO: City Commission of the City of Clewiston

FROM: Timothy Pruitt, Finance

VIA: Danny Williams, City Manager

DATE: July 20, 2026

SUBJECT: Resolution Setting the Proposed Millage Rate and First Public Budget Hearing for Fiscal Year 2026–2027

Background: In accordance with Section 200.065, Florida Statutes, commonly referred to as the Truth in Millage or TRIM process, the City is required to provide the Hendry County Property Appraiser with its proposed millage rate and the date, time, and location of the first public budget hearing.

The proposed millage rate will be included on the TRIM notices mailed to property owners. Once the proposed millage rate is submitted, the City Commission may reduce the rate during the budget adoption process but generally may not increase the rate above the amount shown on the TRIM notice without completing additional notice and mailing requirements.

The attached resolution establishes the proposed millage rate at **6.3962 mills**, which will serve as the City's not-to-exceed millage rate for the Fiscal Year 2026–2027 budget process.

The first public hearing to consider the tentative budget and proposed millage rate is scheduled as follows:

Date: Thursday, September 10, 2026
Time: 5:05 p.m.
Location: Clewiston City Commission Chambers
115 West Ventura Avenue
Clewiston, Florida 33440

The proposed rate, rolled-back rate, percentage increase over the rolled-back rate, and applicable maximum millage calculations will be reflected on the required DR-420 series forms submitted to the Hendry County Property Appraiser.

Recommendation: Staff recommends that the City Commission approve the attached resolution establishing a proposed millage rate of **6.3962 mills** for Fiscal Year 2026–2027 and scheduling the first public hearing to consider the tentative budget and proposed millage rate.

Agenda Item Memorandum

TO: City Commission of the City of Clewiston

FROM: Christopher Cooper, Community Development Director

VIA: Danny Williams, City Manager

DATE: July 20, 2026

SUBJECT: Temporary Power Agreement

Background: This item is a revision to the existing Temporary Power Agreement to allow for the temporary connection of electrical service during the construction period.

Recommendation: Staff recommends approval

CITY OF CLEWISTON

RESOLUTION NO. 2026-40

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, SETTING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 10/1/2026 – 9/30/2027; PROVIDING FOR PUBLIC HEARINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 200.065, Florida Statutes, requires each taxing authority to advise the Property Appraiser of a proposed millage rate to be included in the Truth In Millage (TRIM) notice sent to each taxpayer; and

WHEREAS, the City of Clewiston, Florida, is required by law to adopt a budget each fiscal year and to establish a millage rate necessary to fund said budget; and

WHEREAS, the City Commission has determined that it is necessary to set a proposed millage rate to meet the fiscal year 10/1/2026 – 9/30/2027 budget requirements and to comply with Florida Statutes; and

WHEREAS, the City Commission retains full authority and discretion to reduce said millage rate in the adoption process;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA:

SECTION 1. Proposed Millage Rate and Rolled-Back Rate. The current year rolled-back rate for the City of Clewiston for Fiscal Year 10/1/2026 – 9/30/2027 is **5.9265** mills. The proposed millage rate is hereby set at **6.3962** mills, which is approximately 7.93% greater than the rolled-back rate and shall serve as the City's "not-to-exceed" millage rate. The proposed millage rate shall be forwarded to the Hendry County Property Appraiser for inclusion in the Truth in Millage (TRIM) notices.

SECTION 2. First Public Hearing. The first public hearing to consider the Fiscal Year 10/1/2026 – 9/30/2027 tentative budget and proposed millage rate is hereby scheduled as follows:

- **First Public Budget Hearing:**
  - Date: Thursday, September 10, 2026
  - Time: 5:05 PM
  - Location: Clewiston City Commission Chambers, 115 W. Ventura Ave, Clewiston, FL 33440

SECTION 3. Transmittal to Property Appraiser. The City Manager is hereby authorized and directed to transmit this proposed millage rate to the Hendry County Property Appraiser in accordance with Florida Statutes.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

Commissioner _____ offered the foregoing resolution. Commissioner _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
JAMES PITTMAN, MAYOR	□	□	□
HILLARY HYSLOPE, VICE MAYOR	□	□	□
BARBARA EDMONDS, COMMISSIONER	□	□	□
MALI GARDNER, COMMISSIONER	□	□	□
JASON WILLIAMS, COMMISSIONER	□	□	□

PASSED AND APPROVED by the City Commission of the City of Clewiston this ___ day of_____, 2026.

ATTEST:

_____
Fransheska Berrios, City Clerk

CITY OF CLEWISTON, FLORIDA

_____
James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Kaylee Tuck, City Attorney

City Of Clewiston

Community Development Department

121 Central Avenue Clewiston, Florida 33440 • Phone 863-983-1500

www.clewiston-fl.gov

permitting@clewiston-fl.gov

Temporary Construction Power Agreement

DATE: _____

TO: City of Clewiston Building Department 121 Central Avenue Clewiston, FL 33440

Permit # : _____

Business Name: _____

Address of Business: _____

Renter's Name: _____

Phone Number: _____ Email: _____

Owner of Location: _____

The undersigned hereby requests permission to connect the electric service to the above reference property for construction purposes.

What is the reason for this request:

_____

_____

Please understand this is provided for construction only, and the premises shall not be occupied by any person. The City reserves the right to remove the power from the premises if this agreement is violated or deemed unsafe conditions exist.

Owner (print) _____

Owner (signature) _____

State of Florida, Hendry County

The foregoing instrument was acknowledged before me this _____day of _____

By _____, who is personally known to me or who has produced type of identification. _____

Notary _____ **SEAL** _____

Agenda Item Memorandum

TO: City Commission of the City of Clewiston

FROM: Timothy Pruitt, Finance

VIA: Danny Williams, City Manager

DATE: July 20, 2026

SUBJECT: Resolution Setting the Proposed Millage Rate and First Public Budget Hearing for Fiscal Year 2026–2027

Background: In accordance with Section 200.065, Florida Statutes, commonly referred to as the Truth in Millage or TRIM process, the City is required to provide the Hendry County Property Appraiser with its proposed millage rate and the date, time, and location of the first public budget hearing.

The proposed millage rate will be included on the TRIM notices mailed to property owners. Once the proposed millage rate is submitted, the City Commission may reduce the rate during the budget adoption process but generally may not increase the rate above the amount shown on the TRIM notice without completing additional notice and mailing requirements.

The attached resolution establishes the proposed millage rate at **6.3962 mills**, which will serve as the City's not-to-exceed millage rate for the Fiscal Year 2026–2027 budget process.

The first public hearing to consider the tentative budget and proposed millage rate is scheduled as follows:

Date: Thursday, September 10, 2026
Time: 5:05 p.m.
Location: Clewiston City Commission Chambers
115 West Ventura Avenue
Clewiston, Florida 33440

The proposed rate, rolled-back rate, percentage increase over the rolled-back rate, and applicable maximum millage calculations will be reflected on the required DR-420 series forms submitted to the Hendry County Property Appraiser.

Recommendation: Staff recommends that the City Commission approve the attached resolution establishing a proposed millage rate of **6.3962 mills** for Fiscal Year 2026–2027 and scheduling the first public hearing to consider the tentative budget and proposed millage rate.

CITY OF CLEWISTON

RESOLUTION NO. 2026-40

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, SETTING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 10/1/2026 – 9/30/2027; PROVIDING FOR PUBLIC HEARINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 200.065, Florida Statutes, requires each taxing authority to advise the Property Appraiser of a proposed millage rate to be included in the Truth In Millage (TRIM) notice sent to each taxpayer; and

WHEREAS, the City of Clewiston, Florida, is required by law to adopt a budget each fiscal year and to establish a millage rate necessary to fund said budget; and

WHEREAS, the City Commission has determined that it is necessary to set a proposed millage rate to meet the fiscal year 10/1/2026 – 9/30/2027 budget requirements and to comply with Florida Statutes; and

WHEREAS, the City Commission retains full authority and discretion to reduce said millage rate in the adoption process;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA:

SECTION 1. Proposed Millage Rate and Rolled-Back Rate. The current year rolled-back rate for the City of Clewiston for Fiscal Year 10/1/2026 – 9/30/2027 is **5.9265** mills. The proposed millage rate is hereby set at **6.3962** mills, which is approximately 7.93% greater than the rolled-back rate and shall serve as the City's "not-to-exceed" millage rate. The proposed millage rate shall be forwarded to the Hendry County Property Appraiser for inclusion in the Truth in Millage (TRIM) notices.

SECTION 2. First Public Hearing. The first public hearing to consider the Fiscal Year 10/1/2026 – 9/30/2027 tentative budget and proposed millage rate is hereby scheduled as follows:

- **First Public Budget Hearing:**
  - Date: Thursday, September 10, 2026
  - Time: 5:05 PM
  - Location: Clewiston City Commission Chambers, 115 W. Ventura Ave, Clewiston, FL 33440

SECTION 3. Transmittal to Property Appraiser. The City Manager is hereby authorized and directed to transmit this proposed millage rate to the Hendry County Property Appraiser in accordance with Florida Statutes.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

Commissioner _____ offered the foregoing resolution. Commissioner _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
JAMES PITTMAN, MAYOR	□	□	□
HILLARY HYSLOPE, VICE MAYOR	□	□	□
BARBARA EDMONDS, COMMISSIONER	□	□	□
MALI GARDNER, COMMISSIONER	□	□	□
JASON WILLIAMS, COMMISSIONER	□	□	□

PASSED AND APPROVED by the City Commission of the City of Clewiston this ___ day of_____, 2026.

ATTEST: CITY OF CLEWISTON, FLORIDA

_____ _____
Fransheska Berrios, City Clerk James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Kaylee Tuck, City Attorney

115 West Ventura Avenue, Clewiston, FL 33440

Agenda Item Memorandum

TO: City Commission of the City of Clewiston

FROM: Lynne Mila, Director of Operations

VIA: Danny Williams, City Manager

DATE: July 20, 2026

SUBJECT: First Reading – Ordinance No. 2026-XX, Creating Isolation Valve Ordinance

Background:

The proposed ordinance requires customers to install an isolation valve on the water distribution supply pipe at the entrance into a structure. While shut-off valves are currently a requirement for new construction, the ordinance is necessary to address already existing buildings that do not have the valves installed. The ordinance will reduce crew "call out" to shut off water when a customer is making plumbing repairs.

Fiscal Impact: Ordinance No. 2026-XX is necessary for the proper functioning and enforcement of the city's utility services. There is minimal administrative cost.

Attachments:
Ordinance No. 2026-XX

Recommendation:
Staff Recommends approval of Ordinance No. 2026-XX on first reading.

CITY OF CLEWISTON

ORDINANCE NO. 2026-05

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA AMENDING THE CLEWISTON CODE OF ORDINANCES, CHAPTER 74, UTILITIES; AMENDING ARTICLE IV, RATES AND CHARGES AND BILLING PROCEDURE; CREATING SECTION 74-117; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Clewiston is responsible for the efficient and safe operation of its public water distribution system; and

WHEREAS, the lack of a functional, accessible customer-side water shut-off valve ("Isolation Valve") prevents necessary maintenance, repairs, and emergencies on the customer's private service line from being handled efficiently without requiring the interruption of water service to the main utility connection or affecting neighboring properties; and

WHEREAS, requiring the installation of an Isolation Valve promotes the general welfare, public safety, and integrity of the water system; and

WHEREAS, it is the intent of the City Commission of the City of Clewiston to establish a clear mandate and reasonable timeframe for all water customers to achieve compliance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, THAT:

Section 1: Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and hereby made a part of this Ordinance and adopted as legislative findings.

Section 2: Amendment to the City Code. Chapter 74, Utilities, Article III – Purchasing Procedures, of the City of Clewiston Code is hereby amended with the following provisions with additions depicted as underlined language, deletions as strikethrough, and editorial content in [*bracketed italics*]:

ARTICLE IV. – RATES AND CHARGES AND BILLING PROCEDURE

Sec. 74-117. – Mandatory Equipment; Compliance; Enforcement.

(a) DEFINITIONS

(1) Customer: Any person, firm, partnership, association, or corporation receiving water service from Clewiston Utilities at a designated service address.

(2) Service Line: The water piping extending from the discharge side of the water meter or the property line (whichever is closer to the structure) to the premises served. The Service Line is the property and responsibility of the Customer.

(3) Shut-off Valve (Isolation Valve): A functional, accessible, and quarter-turn ball valve or other approved device installed on the Customer's Service Line designed to completely stop the flow of water to the Customer's premises.

(b) MANDATORY INSTALLATION REQUIREMENT

(1) Requirement: Every Customer currently receiving water service from Clewiston Utilities who does not have an existing, functional Isolation Valve installed on their Service Line is hereby required to install such a valve.

(2) Location: The Isolation Valve shall be installed immediately downstream (on the Customer side) of the water meter connection point or at the property line, in a location that is readily accessible for operation by the Customer or authorized personnel.

(3) Specifications: All Isolation Valve installations shall comply with Clewiston Utilities' standard specifications for materials and workmanship. Installation must be performed by a licensed plumber or in accordance with municipal permitting requirements.

(c) COMPLIANCE DEADLINE

(1) Notice: Upon discovery of the violation, Clewiston Utilities shall notify all non-compliant Customers of this requirement via mail within sixty (60) days.

(2) Deadline: Customers must be in full compliance with the mandatory installation requirement specified in Section 2 no later than 180 days after mailing notification.

(d) ENFORCEMENT AND PENALTIES

(1) Non-Compliance Fee: Any Customer failing to comply with the deadline set forth in Section 3 shall be assessed an Administrative Surcharge of $50.00 per month, added to the Customer's regular water bill, beginning the month immediately following the compliance deadline.

(2) Water Service Discontinuation: If, after ninety (90) days from the compliance deadline, a Customer remains non-compliant, the City of Clewiston is authorized to discontinue water service to the Customer's premises until the Isolation Valve is properly installed and verified, and all outstanding fees have been paid.

(3) Emergency: In the event of an emergency requiring the isolation of the Customer's Service Line, the Customer shall be responsible for all actual costs incurred by the City to shut off the service at the main line, including labor and equipment.

(e) HARDSHIP ASSISTANCE PROGRAM

(1) Authorization: The City Commission hereby establishes the Water Isolation Valve Hardship Assistance Program to assist eligible low-income customers in complying with the requirements of this Ordinance.

(2) Adoption of Policy and Application: The "Water Isolation Valve Hardship Policy" and the "Hardship Assistance Request Form," as attached hereto as Exhibit A, are hereby approved and adopted.

(3) Administrative Authority: The Operations Director, or his or her designee, is authorized to administer the program, verify applicant eligibility, and execute interest-free financing agreements as described in the Policy. Minor clerical updates to the application form may be made by the Operations Director as needed without further Commission action, provided the core eligibility criteria remain unchanged.

Section 3: Codification. This Ordinance shall be incorporated into the City of Clewiston Code of Ordinances. The sections of this Ordinance can be renumbered or re-lettered to the appropriate word or phrase to accomplish codification. Omissions, grammatical, and typographical errors, as well as clarifications of ambiguous wording that do not affect the intent of this Ordinance, may be authorized by the Mayor without need for a public hearing.

Section 4: Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared invalid or unenforceable for any reason, such decision shall not affect the remaining portions of this ordinance, which shall remain in full force and effect.

Section 5: Conflicts. The provisions of this article shall supersede any provisions of existing ordinances in conflict herewith to the extent of said conflict.

Section 6: Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Commission.

Commissioner _____offered the foregoing ordinance. Commissioner _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
JAMES PITTMAN, MAYOR	□	□	□
HILLARY HYSLOPE, VICE MAYOR	□	□	□
BARBARA EDMONDS, COMMISSIONER	□	□	□
MALI GARDNER, COMMISSIONER	□	□	□
JASON WILLIAMS, COMMISSIONER	□	□	□

PASSED AND ADOPTED by the City Commission of the City of Clewiston, on first reading, this ___ day of_____, 2026.

Commissioner _____offered the foregoing ordinance. Commissioner _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
JAMES PITTMAN, MAYOR	□	□	□
HILLARY HYSLOPE, VICE MAYOR	□	□	□
BARBARA EDMONDS, COMMISSIONER	□	□	□
MALI GARDNER, COMMISSIONER	□	□	□
JASON WILLIAMS, COMMISSIONER	□	□	□

PASSED AND ADOPTED by the City Commission of the City of Clewiston, on second reading, this __ day of_____, 2026.

ATTEST: CITY OF CLEWISTON, FLORIDA

_____ _____
Fransheska Berrios, City Clerk James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Kaylee Tuck, City Attorney