



ADDENDUM NO. 1

February 15, 2012

TO: ALL BIDDERS
SUBJECT: BID NO.: 6417-0/17
TITLE: Emergency Debris Removal, Prequalification of Contractors
BID OPENING DATE: February 29, 2012

This Addendum is and does become a part of the above mentioned bid.

A) The following questions and answers are provided for informational purposes:

1. Question:

If there is not enough debris in the selected sites to remove, will administrative fees be imposed?

Answer:

No.

2. Question:

Will there be enough members and County staff present?

Answer:

Yes. County will assign staff to monitor in the work and staging areas.

B) Please note the following changes:

1. Add the following clause to Section 3, Paragraph 3.15:

3.15 FEMA AUDIT PAPER TRAIL

Awarded bidder shall obtain the required signatures from authorized County representatives when debris is loaded, when debris is dumped, and at the time of and verification of, final disposal.

C) 1. Add the following FEMA Guidelines as Attachment B.

2. Attached Pre-Bid Sign In Sheet.

ATTACHMENT B

General FEMA Guidelines for Debris Removal Contracts

FEMA will verify that these guidelines have been met at the time that the final closeout for each of the debris removal FEMA projects takes place. These standards are applied to all FEMA related debris contracts.

Specific Items that are disallowed in FEMA Debris Removal contracts are as follows:

- The IG and UAP fees.
- Language that implies a contingency cost
- Language that implies any "fee" or item in addition to actual cost (cost plus contracts)
- No time and materials charges in excess of seventy (70) hours.

Three types of FEMA debris removal contracts are allowed:

- Lump-sum
- Time and Materials
- Unit Price per Cubic Yard (not tons)

FEMA prefers, however, that the County use the Unit Price per Cubic Yard contract rather than the other two because it is easier to quantify for the County and to verify at the time of closeout. The degree of verification and limitations placed on the other two type of contract implicitly indicate that FEMA prefers the Unit Price Contract per Cubic Yard (not tons) rather than the other two. Also, if the contract as prepared on tons, it will be subject to a FEMA conversion rate which may lead to an implicit disallowance based on fractions of cost that may not be fully converted.

LUMP SUM CONTRACTS

Lump-sum contracts are used when the scope of work can be easily identified and quantified. These bid requests include a set of specifications that have a well-defined scope of work for a limited amount of time. For example: Haul 5,000 cubic yards of mulched debris from Point A to landfill at 1400 So. Main St. The lump-sum contract defines how the debris is to be collected by geographical area or by "passes," as follows.

The **area method** defines the geographical boundary in which the debris is to be collected. By providing geographical boundaries, the quantity of debris may be forecasted or estimated based on topography or land use.

The **pass method** defines the number of times debris will be collected from the curbside within a specified geographical boundary. Limiting the number of passes for an area keeps the scope of work known.

Although contractors usually present one total price in their bids, the County needs to request a breakdown of costs for each item of work activity in the bid specifications so that if additional work is necessary during the term of the contract, the County can easily determine the cost for

that work based on the unit cost. By requesting unit costs, the County can determine whether the contractor included costs for contingencies in the fixed price and if all costs are reasonable. The bid specifications may take more time to write in comparison to other methods, but may reduce change orders during execution. The specifications should include work activity to be required, the **EXACT QUANTITY OF DEBRIS**, to be removed, or the specific number of passes required to collect all debris.

Important: Regardless of exactitude estimated on these contracts, at final closeout the County will need to provide: dump tickets at the landfill, load tickets for debris placed on trucks and verification of final disposal of the debris by the vendor. It is recommended that the final disbursement to pay the vendor be issued only when the dump tickets are provided to the responsible person at the County department, and that provision for this step is provided as a clause of the contract. Also, at the time of Final Inspection by FEMA it is necessary to have load tickets, truck certifications and disposal tickets from the landfill. Therefore, there should be a clause where the department needs to keep this information before the final payment to the contractor is made.

TIME AND MATERIALS CONTRACTS

Time and Materials contracts for debris are usually used during the early response phase of the debris removal operation when the County needs additional labor and equipment resources to clear emergency routes. A time-and-materials contract establishes hourly rates for labor and equipment that will be used to perform specific tasks.

The contractor is paid based on the actual time spent to perform the specified tasks and for the usage of equipment. The contractor is also paid for the actual cost of materials that are used during operations.

Time and materials contracts should identify the classification of each worker and a skill level. The equipment rate schedule lists the type of equipment and the hourly rate. The hourly rates for equipment should include the operator, fuel and maintenance costs. A provision should state that the County only pays for the time the equipment is in operation. Mobilization and standby costs will not be eligible for FEMA reimbursement.

The County needs to establish the maximum number of hours the contractor can work or set a ceiling for the contract to control costs when using a time-and-materials contract. **FEMA generally limits the Public Assistance Grant reimbursement cost of a time-and-materials contract to 70 hours of actual work.** FEMA may provide a Public Assistance grant for a time-and-materials contract that has been extended for a short period of time, but only under extreme extenuating circumstances.

A Drawback to this type of contract is that intense monitoring is extremely important. As per FEMA, Reports must be received from the monitoring agency that clearly state the amount of work accomplished for each day in quantitative terms, such as the number of cubic yards of debris hauled, the type and number of trucks used and the number of hours worked. Load tickets may be used under a time-and-materials contract as a way of checking contractor efficiency. This type of Contract does not really work for Miami-Dade County and in closing the current storms the FEMA representatives have taken strides to recommend the approval of the costs even though we have gone beyond the 70 hours, particularly at Public Works and in some cases at Park and Recreation.

Important: Regardless of exactitude estimated on these contracts, at final closeout the County will need to provide: dump tickets at the landfill, load tickets for debris placed on trucks and verification of final disposal of the debris by the vendor. It is recommended that the final disbursement to pay the vendor be issued only when the dump tickets are provided to the responsible person at the County department, and that provision for this step is provided as a clause of the contract. Also, at the time of Final Inspection by FEMA it is necessary to have load tickets, truck certifications and disposal tickets from the landfill. Therefore, there should be a

clause where the department needs to keep this information before the final payment to the contractor is made.

UNIT PRICE PER CUBIC YARD (NOT TONS)

Unit prices are based on specific task per price per cubic yard. There are separate charges for debris removal, mulching or disposal. This is the preferred FEMA contract because that way they can see all the detail that was performed for the work on any given FEMA project.

Unit price contracts are used when the individual work tasks are known but the total amount of work cannot be quantified. The quantities of work to be completed are estimated by the County and included in the County's bid solicitation package. The contractor uses the estimated quantities to establish a total contract price. FEMA prefers that all units of work be measured in terms of cubic yards.

The estimated quantity of work described in the bid solicitation can be adjusted to reflect a more accurate quantity when debris operations are under way and the true extent of the disaster is realized. To keep the price of the contract reasonable, the County can eliminate as many variables as possible by incorporating detailed specifications and monitoring the contract operations.

Contract Provisions

Developing specifications for unit price contracts requires a full understanding of the particular tasks that are required to complete the work to the County's satisfaction. The County needs to clearly define individual tasks and activities that are required to perform the scope of work when soliciting bids. These should include collection, transportation, mulching or incineration of vegetative debris, grinding of debris, or special handling of hazardous wastes. The estimated quantities of each type of debris that will be collected and clear descriptions of how each is to be handled or processed should be included in the specifications.

Important: Regardless of exactitude estimated on these contracts, at final closeout the County will need to provide: dump tickets at the landfill, load tickets for debris placed on trucks and verification of final disposal of the debris by the vendor. It is recommended that the final disbursement to pay the vendor be issued only when the dump tickets are provided to the responsible person at the County department, and that provision for this step is provided as a clause of the contract. Also, at the time of Final Inspection by FEMA it is necessary to have load tickets, truck certifications and disposal tickets from the landfill. Therefore, there should be a clause where the department needs to keep this information before the final payment to the contractor is made.

Enclosures:

- Matrices explaining each of these contracts.
- FEMA Contracting Checklist
- Authority of Federal Agencies.
- Stump removal policy guidelines to be incorporated in FEMA debris removal contracts



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FACT SHEET

RP9580.201

Debris Contracting Guidance

Overview

Debris removal and monitoring contracts must meet rules for Federal grants, as provided for in Title 44 Code of Federal Regulations (CFR) §13.36, Procurement in order to be eligible for reimbursement under the Public Assistance Program. This fact sheet assists Public Assistance applicants with meeting procurement requirements established in 44 CFR Part 13, as well as other Public Assistance Program eligibility requirements, when procuring debris removal and monitoring contracts. Public Assistance applicants should comply with their own procurement procedures in accordance with applicable State and local laws and regulations, provided that they conform to applicable Federal laws and standards identified in Part 13.

Contract Procurement

To be eligible for Federal funding, applicants must comply with federal procurement standards as outlined in 44 CFR, §13.36, Procurement. Essential elements of the procurement process for debris removal and monitoring contracts include: competition; a clear and definitive scope of work; qualified bidders (documented by licenses, financial records, proof of insurance, and bonding, as applicable); a cost analysis to demonstrate cost reasonableness; compliance with all relevant local, State, and Federal requirements, laws and policies; and, clear documentation of the process/rationale followed in making procurement decisions. Federal regulations require applicants for Public Assistance grants to take the necessary steps to ensure there are opportunities to award contracts to minority, women-owned, and Labor Surplus Area businesses and firms whenever possible. This includes contracts with local organizations, firms, and individuals that support response and recovery activities in a declared major disaster or emergency area. Applicants' legal representatives should review their procurement process and any contract to be awarded to ensure they are in compliance with all Federal, State, and local requirements. Procurement policies must include procedures to handle protests and disputes related to contracts awarded. *FEMA will, when requested by applicants, assist in the review of debris removal contracts. However, such a review does not constitute approval.*

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DEBRIS CONTRACTING GUIDANCE

In order to ensure that debris removal and monitoring contracting costs are eligible, applicants should:

- Use competitive bidding procedures to meet procurement requirements for Federal grants, as established in 44 CFR § 13.36, *Procurement*.
- Only use abbreviated emergency procurement procedures that include an expedited competitive bid process if time does not allow for more stringent procedures and if they are allowed under State or local laws, codes, or ordinances.
- Provide a clear and definitive scope of work in the request for proposals/bids.
- Require bidders to provide copies of references, licenses, financial records, and proof of insurance and bonding.
- Ensure that debris removal or monitoring contract costs are reasonable and necessary as defined and required by OMB Circular A-87 and 44 CFR Part 13. *Competitively bid contracts that comply with Federal, State, and local procurement regulations and procedures will establish reasonable costs for the work.*
- Complete and document a cost analysis to demonstrate price reasonableness on any contract or contract modification where adequate price competition is lacking, as detailed in 44 CFR § 13.36(f). See Attachment 1, *Debris Removal Contract Cost Analysis*, for guidance on completing a cost analysis.

Cost Analysis

Pursuant to 44 CFR § 13.36, *Procurement*, Public Assistance applicants must complete a cost analysis for any contract or contract modification where price competition is lacking. Failure to complete a cost analysis may jeopardize FEMA Public Assistance grant funding. Applicants are encouraged to complete a cost analysis using the attached *Debris Removal Contract Cost Analysis*. Applicants are also encouraged to file documentation supporting the cost analysis with all associated contract documents.

Upon request, FEMA will provide guidance as necessary in the cost analysis process. Such a review does not constitute approval when determining the eligibility of costs for reimbursement under FEMA's Public Assistance Program.

Pre-Disaster and Standby Contracts

Applicants are encouraged to pre-qualify debris removal contractors prior to an event and solicit bid prices from this list of contractors once an event has occurred to ensure competitive bidding and obtain reasonable market prices at the time of work performed. The solicitation for pre-qualifying contractors

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DEBRIS CONTRACTING GUIDANCE

should adequately define in the proposed scope of work all potential debris types, anticipated haul distances, and size of events for which a contract may be activated.

Debris Removal Contract Provisions

All debris removal contracts must contain the following provisions:

- All payment provisions must be based on unit prices (volume or weight).
- Payments based on time and material costs are limited to work performed during the first 70 hours of actual work following a disaster event.

Note: FEMA will typically only reimburse applicants for a time and materials contract for eligible debris clearance during the first 70 hours following a declared disaster. After 70 hours of work, the applicant should have sufficient information on the scope of work necessary to complete debris collection and disposal, and a basis for estimating a reasonable cost for the contract work to effectively solicit a lump sum or unit price contract. For some types of debris work time and materials contracts may be the most cost-effective and best suited to the type of work. Applicants should work closely with the State and FEMA when awarding such contracts to ensure eligibility requirements are met.

- Payment will be made only for debris that FEMA determines eligible. (This is an optional provision to protect the applicant.)
- Contractors must submit invoices regularly and for no more than 30-day periods.
- A "Termination for Convenience" clause allowing contract termination at any time for any reason.
- A time limit on the period of performance for the work to be done.
- A subcontract plan including a clear description of the percentage of the work the contractor may subcontract out and a list of subcontractors the contractor plans to use.
- A requirement that the contractor use mechanical equipment to load and reasonably compact debris into the trucks and trailers.
- A requirement that the contractor provide a safe working environment.
- A requirement that all contract amendments and modifications will be in writing.

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DEBRIS CONTRACTING GUIDANCE

- A requirement that contractors must obtain adequate payment and performance bonds and insurance coverage.

Debris Monitoring Contracts

Applicants must monitor all debris removal operations. Applicants must document all eligible debris removal expenses as a condition of receiving Public Assistance funding. Applicants may use contractors to monitor their debris removal operations. In addition to the guidance provided above, applicants should consider the following when procuring debris monitoring contracts:

- Debris monitoring contracts must be competitively procured as required by 44 CFR § 13.36, Procurement.
- Debris monitors should not be employed by or affiliated with the debris removal contractor.
- Debris monitoring contracts are typically time and materials contracts and must contain a not-to-exceed clause, pursuant to 44 CFR § 13.36, Procurement.
- The contract should include a requirement that the contractor provide a safe working environment, including properly constructed monitoring towers.
- Use of a load ticket system to record with specificity (e.g., street address, GPS coordinates) where debris is collected and the amount picked up, hauled, reduced, and disposed of.
- Debris monitors should be trained and possess skills adequate to fulfill the duties of the job. Labor rates should be commensurate with the skill level required by the job function. Professional engineers and qualifications are not required to perform monitoring duties.
- The contractor should demonstrate that its staff is familiar with FEMA debris removal eligibility criteria.

Avoidance Checklist

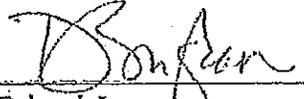
- DO NOT: Award a debris removal or debris monitoring contract on a sole-source basis.
- DO NOT: Sign a contract (including one provided by a contractor) until your legal representative has thoroughly reviewed it.
- DO NOT: Allow any contractor to make eligibility determinations; only FEMA has authority to make final eligibility determinations.

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DEBRIS CONTRACTING GUIDANCE

- DO NOT: Accept any contractor's claim that it is "FEMA certified." FEMA does not certify, credential, or recommend debris contractors.
- DO NOT: Award a contract to develop and manage debris management sites, unless the debris sites are part of your approved debris management plan or you contact the State or FEMA for technical assistance concerning the need for such an operation. Temporary Debris Storage and Reduction sites are not always necessary.
- DO NOT: Allow separate line item payment for stumps 24 inches and smaller in diameter; you should treat these stumps as normal debris.
- DO NOT: "Piggyback" or utilize a contract awarded by another entity. "Piggybacking" may be legal under applicable state law; however, the use of such a contract may jeopardize FEMA funding because these contracts do not meet requirements for competition established in 44 CFR § 13.36. If an applicant requests reimbursement for costs it incurred from a piggyback contract, FEMA will determine the reasonable cost for the performance of eligible work.
- DO NOT: Award pre-disaster/stand-by contracts with mobilization costs or unit costs that are significantly higher than what they would be if the contract were awarded post-disaster. Such contracts should have variable mobilization costs depending upon the size of the debris work that may be encountered.
- DO NOT: Allow for markups due to errors in volume calculations.
- DO NOT: Allow for miscellaneous items, or for contract contingencies of any kind, including "unknowns."

See Attachment 2, *Debris Operations Contract Bid Sheet*, for additional guidance on debris contracts.


Deborah Ingram
Acting Assistant Administrator
Recovery Directorate

9/27/10
Date

Attachments (2)



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ATTACHMENT 1:

Debris Removal Contract Cost Analysis

This guidance is intended to assist Public Assistance applicants in complying with the requirements of 44 CFR Part 13.36, Procurement, for debris operation contracts or contract modifications where adequate price competition is lacking.

When to Conduct a Cost Analysis

Applicants should complete a cost analysis when one of the following conditions applies:

- The applicant has not received two or more priced bids from responsible bidders after soliciting a number of sources;
- Services can only be provided by a single source;
- The awarding agency authorizes noncompetitive proposals;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; or
- The procurement is a contract modification or change order.

General Contract Review

In order to conduct a cost analysis, applicants should request cost documentation from their debris contractors. This documentation should contain a detailed breakdown of costs for each item of work activity and information on how the contractor arrived at its costs, including, but not limited to:

- Number of labor hours,
- Labor rates,
- Materials (types, quantities, and costs),
- Equipment hours,
- Equipment rates, or
- Unit costs

Applicants are encouraged to verify the mathematical accuracy of the cost documentation by recalculating the contractor's cost figures. Applicants should also review the proposed contract's scope

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ATTACHMENT 1: Debris Removal Contract Cost Analysis

of work for cost reasonableness to ensure that the proposed scope does not fall under an existing contract.

Applicants should ensure that the contract does not use prohibitive contracting methods per 44 CFR § 13.36(f)(4), including:

1. Cost plus a percentage of cost -- this is a contract that provides a specified percentage profit over and above the actual costs of construction; and
2. Percentage of construction cost.

Labor Rate Analysis

Applicants may determine the reasonableness of labor rates by:

1. Comparing the proposed labor category rates with the labor rates in another contract that was competitively bid;
2. Matching rates for each labor category to an acceptable source (e.g. RS Means);
3. Verifying that the classification of each worker and skill level proposed in the contract are reasonable and necessary for the scope of work. For example, a contractor should not propose using an experienced supervisor rate or worker with professional qualifications for work that can be done by a low skilled laborer (e.g., using a professional engineer for debris monitoring). In this case, the supervisor labor classification is unreasonable and should be adjusted to the appropriate labor classification that is more commensurate with the type of work being performed; and
4. Verifying that the proposed number of labor hours are reasonable for the scope of work.

Equipment Rate Analysis

Applicants may determine the reasonableness of equipment rates by:

1. Comparing the proposed equipment rates with the equipment rates in another contract that was competitively bid (if a change order, compared rates to the original contract);
2. Comparing the proposed equipment rates to FIRMA's Schedule of Equipment Rates, available at www.fema.gov;
3. Matching equipment rates for each piece of equipment to an acceptable source (e.g., EquipmentWatch);
4. Verifying that the type of equipment proposed is reasonable and necessary for the scope of work;
5. Verifying that the number of units (normally hours) of equipment usage necessary to complete the work is reasonable considering the specific scope of work; and
6. Verifying that there are no contract provisions for the following items with regard to the

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ATTACHMENT 1: Debris Removal Contract Cost Analysis

proposed equipment costs:

- Mobilization costs
- Standby costs

Unit Rate Analysis

Applicants may determine the reasonableness of unit rates by:

1. Verifying that the unit of measurement (i.e. cubic yard, weight, each, etc.) is appropriate for the scope of work (if the contractor quoted a unit rate price); and
2. Comparing the proposed unit rates with similar rates in another contract that was competitively bid (if a change order, comparing rates to the original contract).

Materials and Supplies Analysis

Applicants should review the materials and supplies included in the contract proposal and ensure that all costs are reasonable.

(Scope of Work) Volume Estimates

In some circumstances, a contractor will include debris volume estimates in support of its proposed costs. Contractors develop these estimates using aerial and ground assessments, forecasting and estimating models (e.g., USACE hurricane debris models and photographs), side scan sonar and other methodologies.

Applicants should request hard copies of volume estimates and all supporting documentation in order to determine if the methodology that the contractor used to estimate debris was an acceptable and reasonable methodology. Applicants should also verify that the volume estimates are reasonable and accurate.

Price Analysis for Competitively Bid Contracts

Applicants are required by 44 CFR Part 13.36(f)(1) to perform a price analysis in all other instances (i.e., for competitively bid contracts when price competition is adequate), to determine the reasonableness of the proposed contract price. Price analyses may incorporate an evaluation of: historic documentation for similar work; average costs for similar work in the area; published unit costs from the national cost estimating databases; and FEMA cost codes, equipment rates, and engineering and design service curves. Upon request, FEMA will assist applicants in the review of these contracts and provide guidance as necessary.



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FACT SHEET R9580.201

ATTACHMENT 2: Debris Operations Contract Bid Sheet

Overview

Public Assistance applicants may use the following debris operations bid sheet as a template when issuing requests for proposals and soliciting contract bids for debris removal work. Use of a standard bid sheet will help Public Assistance applicants to compare and analyze bids, resulting in a more effective procurement process. The bid sheet serves only as a guide for soliciting requests for debris removal services; use of the bid sheet is not a requirement for Public Assistance funding. Please refer to the *Debris Operations Contracting and Cost Analysis (Attachment 1)* for guidance on complying with procurement requirements established in 44 CFR Part 13, Procurement.

Debris Operations Bid Sheet

The debris operations bid sheet is presented on the next three pages. The remainder of this section is intentionally left blank.



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ATTACHMENT 2:

Debris Operations Contract Bid Sheet

SAMPLE Debris Bid Sheet					
SAMPLE Category	SAMPLE Field Name and Description	SAMPLE Unit	Cost per Unit	Estimated Total Units	Total
Vegetative Collect and Haul	0-15 Miles Veg from Right of Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and removal for a haul distance up to 15 miles</i>	CY	000000	000000	000000
	16-30 Miles Veg from ROW to DMS <i>Vegetative collect and removal for a haul distance up between 16 and 30 miles</i>	CY	000000	000000	000000
	31-60 Miles Veg from ROW to DMS <i>Vegetative collect and removal for a haul distance between 31 and 60 miles</i>	CY	000000	000000	000000
	60+ Miles Veg from ROW to DMS <i>Vegetative collect and removal for a haul distance greater than 60 miles</i>	CY	000000	000000	000000
	Single Price Veg from ROW to DMS <i>A single price vegetative collect and removal for any haul distance</i>	CY	000000	000000	000000
Management and Reduction	Grinding <i>Grinding/chipping vegetative debris</i>	CY	000000	000000	000000
	Air Curtain Burning <i>Air Curtain Burning vegetative debris</i>	CY	000000	000000	000000
	Open Burning <i>Open Burning vegetative debris</i>	CY	000000	000000	000000
	Compacting <i>Compacting vegetative debris</i>	CY	000000	000000	000000
	Debris Management Site Management <i>Preparation, management, and segregating at debris management site</i>	CY	000000	000000	000000
C & D Collect and Haul	0-15 Miles C&D from ROW to DMS <i>C&D collect and removal for a haul distance up to 15 miles</i>	CY	000000	000000	000000
	16-30 Miles C&D from ROW to DMS <i>C&D collect and removal for a haul distance between 16 and 30 miles</i>	CY	000000	000000	000000
	31-60 Miles C&D from ROW to DMS <i>C&D collect and removal for a haul distance between 31 and 60 miles</i>	CY	000000	000000	000000
	60+ Miles C&D from ROW to DMS <i>C&D collect and removal for a haul distance greater than 60 miles</i>	CY	000000	000000	000000
	Single Price C&D from ROW to DMS <i>A single price C&D collect and removal for any haul distance</i>	CY	000000	000000	000000

THIS SAMPLE BID SHEET IS INTENDED FOR INFORMATIONAL PURPOSES ONLY. IT SHOULD NOT BE SUBMITTED TO FEMA.

RECOVERY FACT SHEET DAP9580.201

ATTACHMENT 2: DEBRIS OPERATIONS CONTRACT BID SHEET

Final Disposal	0-15 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 0-15 Miles</i>	CY	099999	099999	0000000000
	16-30 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 16-30 Miles</i>	CY	099999	099999	0000000000
	31-60 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 31-60 Miles</i>	CY	099999	099999	0000000000
	60+ Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 60+ Miles</i>	CY	099999	099999	0000000000
	Single Price from DMS to Final Disposal <i>A single price transport of processed debris from DMS to final disposal</i>	CY	099999	099999	0000000000
	Tipping Fees (Vegetative) <i>Fee includes negotiated contract price or pass through amount for vegetative</i>	CY	099999	099999	0000000000
	Tipping Fees (Mix) <i>Fee includes negotiated contract price or pass through amount for Mix</i>	CY	099999	099999	0000000000
	Tipping Fees (C&D) <i>Fee includes negotiated contract price or pass through amount for C&D</i>	CY	099999	099999	0000000000

Tree Operations	Hazardous Trees 6"-12" <i>Hazardous tree removal for a 6-12 inch trunk diameter</i>	Tree	099999	099999	0000000000
	Hazardous Trees 13"-24" <i>Hazardous tree removal for a 13-24 inch trunk diameter</i>	Tree	099999	099999	0000000000
	Hazardous Trees 25"-36" <i>Hazardous tree removal for a 25-36 inch trunk diameter</i>	Tree	099999	099999	0000000000
	Hazardous Trees 37"-48" <i>Hazardous tree removal for a 37-48 inch trunk diameter</i>	Tree	099999	099999	0000000000
	Hazardous Trees 49"+ <i>Hazardous tree removal for a 49+ inch trunk diameter</i>	Tree	099999	099999	0000000000
	Trees with Hazardous Limbs >2" <i>Hazardous hanging limb removal</i>	Tree	099999	099999	0000000000
	Hazardous Stumps >24"-36" <i>Hazardous stump removal for a 24-36 inch stump diameter</i>	Stump	099999	099999	0000000000
	Hazardous Stumps >37"-48" <i>Hazardous stump removal 37-48 inch stump diameter</i>	Stump	099999	099999	0000000000
	Hazardous Stumps >49"+ <i>Hazardous stump removal 49+ inch stump diameter</i>	Stump	099999	099999	0000000000
	Stump Fill Dirt <i>Fill dirt for stump holes after removal</i>	CY	099999	099999	0000000000

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RECOVERY FACT SHEET DAP9580.201

ATTACHMENT 2: DEBRIS OPERATIONS CONTRACT BID SHEET

Specialty Removal	Waterway Debris Removal <i>Debris Removal from canals, rivers, creeks, streams, and ditches</i>	CY	099999	099999	099999.00
	Sand Collection and Screening <i>Pick up, screen, and return debris laden sand/mud/silt/rock</i>	CY	099999	099999	099999.00
	Vehicle Removal <i>Removal of eligible vehicle</i>	Unit	099999	099999	099999.00
	Vessel Removal (Land) <i>Removal of eligible vessel</i>	LF	099999	099999	099999.00
	Vessel Removal (Marine) <i>Removal of eligible vessel from waterway</i>	LF	099999	099999	099999.00
	Carcass Removal <i>Removal of debris that will decompose (animals and organic fleshy matter)</i>	Pound	099999	099999	099999.00
	ROW White Goods Removal <i>Pick up and haul of white goods to disposal site</i>	Unit	099999	099999	099999.00
	Freon Management <i>Freon management and recycling</i>	Unit	099999	099999	099999.00
	Demolition of Private Structure	CY	099999	099999	099999.00
	Electronic Waste <i>Removal of electronic debris that contain hazardous materials, such as cathode ray tubes. Includes computers monitors and televisions.</i>	Unit	099999	099999	099999.00
	Silt Removal		099999	099999	099999.00
	Pulrescent Removal <i>Removal of debris that will decompose or rot (animals and organic fleshy matter)</i>		099999	099999	099999.00
	Bio-waste <i>Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste).</i>	Pound	099999	099999	099999.00
	Household Hazardous Waste (HHW) <i>HHW removal and disposal</i>	Pound	099999	099999	099999.00
Restoration	Beach/Lake Restoration <i>Berm/Beach Construction</i>	CY	099999	099999	099999.00
	Canal Shoreline Restoration	LF	099999	099999	099999.00
Monitoring	Debris Management Site Debris Monitors	Hour	099999	099999	099999.00
	Debris Collection Site Debris Monitors (Field Monitors)	Hour	099999	099999	099999.00
	Sr. Technician/Field Supervisor	Hour	099999	099999	099999.00
	Clerical Staff	Hour	099999	099999	099999.00
	Clerical Supervisor	Hour	099999	099999	099999.00

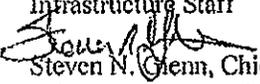
Total 099999.00

THIS SAMPLE BID SHEET IS INTENDED FOR INFORMATIONAL PURPOSES ONLY. IT SHOULD NOT BE SUBMITTED TO FEMA.



FEMA

July 7, 2005

MEMORANDUM FOR: Infrastructure Staff
FROM: 
Steven N. Glenn, Chief
Infrastructure Branch
SUBJECT: Regional Guidance # R4-RR-PA-07-07-05-01
Eligibility of Stump Removal Costs

PURPOSE: The purpose of this memorandum is to provide criteria by which the Federal Emergency Management Agency (FEMA), Region IV, will determine eligibility of stump and root ball extraction and stump collection. This guidance clarifies FEMA policy and FEMA 325, *Debris Management Guide*, and sets out a process for documenting and crediting eligible costs.

POLICY: FEMA will reimburse applicants a reasonable cost on a per stump basis for stumps larger than 24 inches in diameter that are extracted from the public right-of-way of improved public property or improved property owned by an eligible Private Nonprofit. FEMA will reimburse applicants a reasonable cost for all other stumps and root balls on a cubic yard basis using the attached *Stump Conversion Table* developed during the 2004 Florida hurricanes recovery effort. Eligible work will be approved in advance by FEMA and documented on a "Hazardous Stump Worksheet," shown as attached.

PROCESS:

- A. Stumps larger than 24 inches in diameter. When a tree on a public right-of-way or improved public property (including improved property owned by an eligible Private Nonprofit) has been uprooted as a result of the disaster event, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance for the extraction of the eligible stump and root ball, and filling of the root cavity. FEMA will reimburse applicants the reasonable costs on a per stump basis for the extraction of stumps that are larger than 24 inches in diameter (measured two feet up from where the tree originally exited the ground) and for which the following criteria can be demonstrated:
1. The stump and exposed root ball must originate from a public right-of-way or improved public property (including improved property owned by an eligible Private Nonprofit);
 2. The stump and exposed root ball must have been created from the uprooting of a tree as a result of the disaster event, such that the root ball has become exposed; and,

3. The stump and exposed root ball must pose an immediate threat to life, public health and safety.
- B. All other stumps. For all other stumps, including stumps that are 24 inches in diameter or less (inclusive or exclusive of extraction) and any stump, regardless of size, placed on public rights-of-way by adjacent property owners that resulted from trees that were uprooted by the disaster event and posed an immediate threat to life, public health and safety, FEMA may reimburse applicants for the reasonable costs of the collection, transport and disposal on a cubic yard basis using the attached *Stump Conversion Table*.
- C. Exception for alternate contracting method used. Nothing herein is meant to require applicants to contract for stump extraction on a per stump basis. Applicants may contract for removal and disposal of all stumps on a cubic yard volume basis, regardless of size or whether or not the stump required extraction by the contractor. This method of contracting may represent a substantial cost savings to the government. When an applicant's contract does not stipulate a per-stump price for stumps larger than 24 inches in diameter, applicants will be reimbursed a reasonable cost for all stumps on a cubic yard basis using the attached *Stump Conversion Table*, if necessary, or as an indistinguishable part of a measured load of burnable debris.
- D. Cost reasonableness. Claimed costs for stump extraction must be reasonable. Determinations of reasonableness will be based on factors such as:
- Fair market prices for similar work
 - Contract procurement methods used
 - Historical costs for similar work
 - FEMA cost codes for force account work
- E. Documentation.
1. Upon applicants' request, a FEMA Public Assistance Coordinator, Project Officer, or Debris Specialist, in coordination with applicants, will visit each worksite having potentially eligible stumps and observe the following:
 - a. Location. Observe whether or not the uprooted stump is located on improved public property or a public right-of-way. Record and document the latitude and longitude of the worksite. If the stump to be extracted is not located on improved public property or a public right-of-way, it is ineligible. If the stump is not uprooted, it is not eligible for removal; it should be cut flush with the ground instead.
 - b. Size. Measure and record the diameter of the stump to be extracted. Measure at two feet up from where the tree originally exited the ground. Document the size of the ground cavity created by the exposure of the root ball, and estimate the amount of fill material necessary to fill the ground cavity. If the stump is 24 inches or less in diameter, it is ineligible for the per stump price.
 - c. Threat. Document the immediate threat to life, public health and safety presented by the uprooted tree by: observing the proximity to travel lanes, sidewalks, walking paths or public gathering areas; describing the hazard to the public caused by the existence of a

ground cavity around the exposed root ball; noting the potential for or tangible evidence of infestation, breeding or refuge of rodents, vermin, reptiles or other wild animals.

2. FEMA will take the following steps with respect to the above observations:
 - a. Marking. Eligible stumps will be marked with green paint. Ineligible stumps will be marked with red paint.
 - b. Recording. A Hazardous Stump Worksheet (see attached) will be completed in full for each stump, capturing the following information:
 - Names of parties present (and signatures, if possible);
 - Physical location (street address, road cross streets, etc.);
 - GPS coordinates of eligible stump;
 - Identification of site as on public right-of-way or improved public property;
 - Notation of existence of threat as described in paragraph E.1.c above;
 - Size of tree (diameter);
 - Quantity of fill material required to backfill root cavity, if necessary; and,
 - Notation of any special or unusual circumstances.
 - c. Project Worksheet preparation. A copy of completed Hazardous Stump Worksheets will be provided to applicants, and the originals will be provided to the Project Officer responsible for writing the applicants' Project Worksheet (PW). Project Officers will use the completed Hazardous Stump Worksheets as the basis for a Category "A" PW. Project Officers will attach to the PW the Hazardous Stump Worksheets and any other documentation that supports any eligible or ineligible calls made by FEMA with respect to stump extraction claims. Ineligible calls may result in an applicant's appeal pursuant to 44 CFR §206.206.
- F. Ineligible stumps. Stumps that were extracted or picked up from ineligible locations, such as unimproved public or private property, are not eligible. Stumps that were removed by contractors that did not constitute an immediate threat to life, public health and safety are not eligible. Stumps that were removed by contractors from trees that were not uprooted by the disaster event are not eligible. Stumps that were acquired outside the declared area or assigned area of responsibility of that contractor are not eligible.
- G. Stumps not approved in advance by FEMA. Stumps that have not first been evaluated by FEMA and are not duly reflected on a Hazardous Stump Worksheet pursuant to paragraph E.2 above and bearing a green or red paint marking will be paid for on a cubic yard basis at rates consistent with the debris removal contract between the applicant and the contractor. Refer to the attached *Stump Conversion Table* to convert from stump diameter to volume in cubic yards. All unit costs shall be subject to a FEMA determination of reasonableness.
- H. No duplication of claim. *Any stumps presented at disposal sites bearing either green or red paint markings will not be credited, as they have already been either: 1) recorded by FEMA on a Hazardous Stump Worksheet and made part of a PW; or 2) determined to be ineligible for a reason listed above. Debris Monitors will take appropriate volume reductions according to the*

Regional Guidance # R4-RR-PA-07-07-05-01

Eligibility of Stump Removal Costs

July 7, 2005

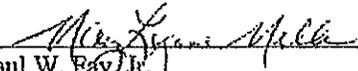
Page 4

Stump Conversion Table, where possible, or will carefully document any incidence of a painted stump receiving volume credit at a disposal site by an applicant, and will work with the Project Officer to reduce the applicant's claim accordingly, as such credit represents a duplication. Duplication in credit may result in FEMA reimbursing applicants twice for the same stump: once on a per stump basis determined at the pick-up location, and again on a cubic yard basis at the disposal location. Public Assistance Coordinators or Project Officers, in coordination with the FEMA Debris Specialist, will discuss all proposed reductions in applicants' claims with applicants in an effort to gain the applicants' concurrence, or to document the applicants' disagreement. Disagreements may become the subject of an applicant's appeal pursuant to 44 CFR §206.206.

Effective Date

This Regional Guidance is effective on July 7, 2005.

Concurrence:



Paul W. Fay, Jr.
Director, Response and Recovery Division

Attachments

**Stump Conversion Table
Diameter to Volume Capacity**

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert 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 two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	10.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (Inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

Unit Price Contract Summary Matrix						
Type of Contract	Structure and Use	Required Provisions	Advantages	Disadvantages	Monitoring	Documentation
UNIT PRICE	Uses units of measure (cubic yards, tons, each) and prices to develop line item costs and total contract costs	Specific documentation requirements, based on quantifiable units, such as load tickets, and payment	Scope of work may be adjusted easily at a known cost	Possibility of contractor fraud if operations are not closely monitored	Labor Intensive	Load ticket system
	Used when scope of work is difficult to quantify. The bid proposals are based on applicant-estimated quantities and units of work		Accurate account of actual quantities when work is complete	Trucks require measurement and loads accurately documented		Monitors at collection points and where the debris is unloaded (DMS or final disposition)
			Simplicity of contract encourages competition	Segregated curbside collection may complicate the scope of work		
			Low risk for contractors			

Figure 10.1 – Unit Price Contract Summary Matrix

Lump Sum Contract Summary Matrix							
Type of Contract	Structure and Use	Required Provisions	Advantages	Disadvantages	Monitoring	Documentation	
LUMP SUM	All Lump Sum	Establishes a fixed contract based on the applicant scope of work specified in the bid solicitation Used when the scope of work is clearly defined by the applicant, including quantity, type, and location of debris	Specific process for a change order request, exact quantity of debris, and types of debris. Provision to cover if the collection or unloading location changes after the contract is awarded	Cost is established at the bid opening Easy to determine when the work is complete	Scope of work must be very specific to avoid change orders Often difficult to quantify debris and identify the types of debris requiring collection	Minimum	Amount of debris collected, reduced/ recycled, and disposed will be required to establish reasonable price
	Collection - Area Method	Used when a well defined area can be provided for bidding purposes	Specific process for a change order request, exact quantity of debris, and types of debris. Provision to cover if the collection or unloading location changes after the contract is awarded		Scope of work has to be accurately quantified to minimize change orders Estimating the amount of debris to be brought to the rights-of-way difficult to determine High probability of change orders if estimates are based on speculation	Minimum	Amount of debris collected, reduced/ recycled, and disposed will be required to establish reasonable price
	Collection - Pass Method	Defines how many times a curbside collection will be completed on a particular street or through a well defined area	Specific process for a change order request, exact quantity of debris, and types of debris. Provision to cover if the collection or unloading location changes after the contract is awarded	Possibility of fewer change orders since the scope of work is better defined Average management duties	Up-to-date street information and plans to be included in the scope of work Requires cooperation of the public to place only eligible debris at the curb and participate in segregating materials Intense public information campaign	Minimum	Amount of debris collected, reduced/ recycled, and disposed will be required to establish reasonable price

Figure 10.2 – Lump Sum Contract Summary Matrix

Time-and-Materials Contract Summary Matrix						
Type of Contract	Structure and Use	Required Provisions	Advantages	Disadvantages	Monitoring	Documentation
TIME-AND-MATERIALS	Paid on an hourly rate for labor, materials, and equipment	Capped by the period of performance and/or monetary ceiling	Good for response activities	Requires close contractor oversight and direction as to work to be performed	Labor Intensive	Intense
	A known quantity of work is not established prior to the contractor beginning work	Price for equipment applies only when the equipment is in use	Extremely flexible; not limited by a specific scope of work	Requires documentation of actual hours worked by equipment and operators		Actual labor and equipment must be accounted for during entire performance period
		Hourly rate for equipment includes fuel, maintenance, and repair	Range of uses; appropriate clearance of major access routes or roads to critical facilities	Reasonable hourly rates may be difficult to establish if not competitively bid		
		Bids should include all overhead costs		Equipment specifications may have to be generalized in order to encourage competition		
		Specific hours the contractor is to perform work (to ensure monitoring staff is present to document activity)		Requires full-time trained monitors to document work completed and verify hours worked		
	No guarantee of a minimum number of hours					
	If multiple contracts are awarded, the period of performance should run concurrently rather than consecutively					

Figure 10.3 – Time-and-Materials Contract Summary Matrix



PRE-BID CONFERENCE

6417-0/17 EMERGENCY DEBRIS REMOVAL

Stephen P. Clark Center 18th Floor Conference Room 18-4 11:30 AM

February 14, 2012



PLEASE PRINT

Name	Firm / Department	Phone No.	Signature
Ku! Ro	HDC, ISO-PM	305-375-5375	<i>Ku! Ro</i>
Jerry Fernandez	Tupler Trucking	305-999-4148	<i>Jerry Fernandez</i>
Greg Davis	Garbage.com	305 673-2847	<i>Greg Davis</i>
Manuel Moreno	Tupler Trucking	954 347-2601	<i>Manuel Moreno</i>
General Dailey	J.B. Coxwell Contracting	904-786-1120	<i>General Dailey</i>
MARK NICKERSON	WORLD PETROLEUM	(954) 327-0724	<i>Mark Nickerson</i>
John Bonaby	Spray & Wash Painting	305-305-8484	<i>John Bonaby</i>
CARLO PICCONNA	GREAT WASTE	305-688-6888	<i>Carlo Piconna</i>
APOLLO LAMARDE	GREAT WASTE	305-688-6888	<i>Apollo Lamarde</i>
ANN McNeill	MCO	786 546 0184	<i>Ann McNeill</i>
Ralph Dahlsven	Ash Britt	954-545-3535	<i>Ralph Dahlsven</i>
Monica Rodriguez LARRY SLOTT/VALE FOR	Tip Top Enterprises Inc	305 255 8198	<i>Monica Rodriguez</i>
Nike Holzwood	Phillips & Jordan, Inc.	813.783.1132	<i>Nike Holzwood</i>
Jim Kelle	DRC Emergency Services	4157 754 8571	<i>Jim Kelle</i>
ROBERT MANNING	PWWM	(305) 514-6189	<i>Robert Manning</i>
THOMAS M JERVIS	CNC MANAGEMENT	7-250 4907	<i>Thomas M Jervis</i>
<i>Paul M. [Signature]</i>	MD/FIN	305 395-1086	<i>Paul M. [Signature]</i>
Olga Espinosa Anderson	PWWM	(305) 514-6130	<i>Olga Espinosa Anderson</i>
Michael Moran	PWWM	(305) 514-6654	<i>Michael Moran</i>

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.