

stated above.

RFP Number:

# **JEFFERSON COUNTY, TEXAS** PURCHASING DEPARTMENT

1001 Pearl Street - 3rd Floor Beaumont, Texas 77701 409-835-8593

# ADDENDUM TO RFP

RFP 15-015/JW

F	RFP Title:	Emergency Disaster Assistance Recovery for Jefferson County
F	RFP Due:	11:00 am CDT, Tuesday, November 3, 2015
A	Addendum No.:	1
I	ssued (Date):	October 27, 2015
you as an deems all entire RF present Athe Offer County P	n Offeror in conne I sealed proposal P package – incl Addendum by an or's sealed prop Purchasing Depart	dum is an integral part of the RFP package under consideration by ection with the subject matter herein identified. Jefferson County is to have been proffered in recognition and consideration of the uding all addenda. For purposes of clarification, receipt of this Offeror should be evidenced by returning it (signed) as part of losal. If the Proposal has already been received by the Jefferson ment, Offeror should return this addendum in a separate sealed with the RFP Title, RFP Number, and Opening Date and Time, as

Reason for Issuance of this addendum: Specification Additions, Revisions, Clarifications, and Revised Appendix A. Cost Proposal

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledge.	owledged by the undersigned Offeror:
ATTEST:	Authorized Signature (Offeror)
Witness	Title of Person Signing Above
Witness	Typed Name of Business or Individual
Approved by Date:	Address

# Addendum 1 RFP 15-015/JW, Emergency Disaster Assistance Recovery for Jefferson County

# **Addition to Specifications:**

#### **Performance and Payment Bond Requirements:**

Based on an agreed upon estimate following a disaster/emergency; within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Once work, separately or cumulatively, exceeds the original bonded amount, an additional Performance and Payment Bond, or rider to the original bonds, will be required.

The bonds shall remain in effect until both the final payment is made <u>and</u> the closeout of the project is finalized.

# Revisions to Specifications:

# 4. Scope of Services, p. 20

## • EMERGENCY POWER GENERATORS:

Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install emergency power to essential facilities as identified and directed by the County.

The Contractor shall contact EMC/EOC staff before final location of generators are decided.

A list of generators that could possibly be requested by the EMC/EOC is provided in Appendix A of the Cost Proposal section, Emergency Power Generators (Item C). The generators have been classified as "essential" and "non-essential". The "essential" generators must be delivered within twenty-four (24) hours following a disaster event. In the event the County gives a thirty six (36) hour advanced notice of the "need for services", the equipment shall be delivered prior to landfall. Other specified generators shall be requested on an "as-required" basis. In some instances, the "essential" generators may not be necessary, which may result in the County returning them to the contractor.

In some instances, the contractor shall be required to be on-call 24 hours for repairs to essential generators.

Upon delivery of each unit, the Contractor shall contact the EMC/EOC for receipt and documentation for equipment.

The Contractor shall be responsible for fueling both the Contractor's provided generators <u>AND</u> County-owned generators on a daily basis or as identified by and directed by EMC/EOC staff.

The County will provide the Contractor with the County's emergency fuel vendors.

The County will be responsible for payment of fuel for refueling generators.

The County will be responsible for payment of fuel for the re-fueling of County-owned generators. The Contractor will be responsible for payment of fuel for the generators rented by the County.

The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

The Contractor must provide a certified electrician to connect all provided generators.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a flat rate (rental prices shall include all labor, equipment, parts and materials to connect and properly maintain the unity, in accordance with use, and provide any necessary repairs), per Appendix A of the Cost Proposal section, Emergency Power Generators (Item C). The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

## RIGHT-OF-WAY DEBRIS REMOVAL:

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible\* disaster-generated debris, including hazardous and industrial waste materials, as directed by the County.

- \* "Eligible" means qualifying for emergency funding under the Federal Emergency Management Agency "FEMA." Eligible debris is that which after its clean up and removal: 1) eliminates immediate threats to life, public health and safety; 2) eliminates threats of significant damage to improved public or private property; and 3) essential by its absence of ensuring economic recovery. The EMC/EOC and Contractor will tentatively plan the number of passes/sweep\* for debris pick up following a complete assessment of the volume of disaster generated debris.
- \* "Passes/Sweeps" means the number of times a Contractor passes through a community to collect all disaster related debris from the right-of-ways. This service is usually limited to three (3) passes through the community.

The County anticipates the potential locations of TDSRS (Temporary Debris Storage and Reduction Site) as follows:

#### **Possible TDSR Facilities:**

Undeveloped Land Undeveloped Land Undeveloped Land
Owner: Jefferson County Owner: Jefferson County
Interstate 10 East at Major Drive Highway 365 & Jade Road Highway 73 and Big Hill Road

Size: 150 acres Size: 20 acres Size: 300 acres

Landfill sites:

Republic Services Republic Services Waste Management
5433 Labelle Road 2601 Jenkins Road 2175 West Cardinal Drive
Beaumont, TX 77705 Anahuac, TX 77514 Beaumont, TX 77701

409-242-4456 409-267-6666 409-842-0065

City of Beaumont Municipal Landfill City of Port Arthur Sanitary Landfill

5895 Lafin 4732 Hwy 73

Beaumont, TX 77705 Beaumont, TX 77705

409-842-5686 409-736-1341

The County is requesting optional proposals for an incinerator curtain for processing vegetation and the final disposal of ash.

The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, and other rights-of-way, including any other locally owned facility or site as may be directed by the EMC/EOC. Services will only be performed when requested and as designated by the EMC/EOC.

This task shall consist of five (5) types of debris:

Clean Construction & Demolition (C&D);

Clean Vegetation;

Contaminated Construction & Demolition (mixed vegetation and C&D); and

White goods (i.e. refrigerators, stoves, and other appliances).

Electronic Hazardous Waste (E-Waste) TVs, microwaves, computer monitors, etc. Task services shall include:

Picking up debris from right-of-way and transporting debris to the TDSRS;

Reduction of debris at the TDSRS; and

Loading and transporting reduced debris to a lawful disposal site.

#### The County requests unit prices for the following services:

Cubic yard pricing for pick up and transporting right-of-way debris to the TDSRS;

Cubic yard pricing, which will be equal to the debris cubic yards transported to the TDSRS, for the reduction of the five (5) types of debris;

Reduced debris cubic yard pricing for transporting processed clean vegetation and clean C&D to the disposal site directed and approved by the County.

Loading and disposal rates for contaminated C&D shall be the actual tonnage, as reported by the landfill.

Disposal location of contaminated C&D shall be at the direction of the County and will be delivered to either BFI landfill. In the above landfills is not accepting debris, the County will be requesting separate disposal mileage rates to transport to other Class I site. In the event Waste Management landfill will not accept debris, the alternate mile rates will be used should there be a lawful disposal site.

The contractor shall be responsible for transporting collected white goods to the County's recognized recycling vendor within Jefferson County.

#### The County will reimburse the Contractor as follows:

One unit price for pick up and final disposal for each item at the County's Recycling Center.

One unit price for pick up and final disposal for each item at a County recognized recycling vendor within Jefferson County

One unit price for pick up and transportation to TDSRS for each item. The County will pick up units and determine final disposal.

Tipping fees at the negotiated rates shall be paid by the Contractor. The County reserves the right to negotiate tipping fees with the selected landfill(s). The County will not compensate an administrative fee or percentage over and above actual landfill fees.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the county at <u>actual cost</u>. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

In some instances, the volume processed in a final sweep does not justify the utilization of a TDSRS. Therefore, the County is requesting separate unit prices for pick-up of right-of-way debris and transporting directly to a lawful landfill as directed by the County.

The County will be requesting alternate pricing for the pickup, transportation, and disposal of household hazardous waste.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management (Item K).

## TREE, TREE STUMP, AND TREE LIMB REMOVAL:

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above service, as directed by the EMC/EOC.

The Contractor shall remove and transport eligible tree, tree stumps and tree limbs, as directed by the County, to the TDSRS for reduction and disposal.

The EMC/EOC will authorize the Contractor to provide these services as they may be required. The Contractor shall be responsible for photographing and documenting tree location on a Contractor provided log form.

The Contractor shall measure the tree/stump three feet (3') above normal ground level to determine the diameter of the trunk. Trees and stump shall be removed in an efficient and safe manner.

The Contractor shall measure the tree/stump 4.5' feet above ground level or diameter at breast height.

Tree removal should involve a flush cut of the tree and not the complete extraction of the stump. Stumps are eligible for extraction and removal if they are over 24" inches in diameter measured at 2' feet above the ground. Tree removal can be completed by flush cut if the tree is greater than 6" in diameter measured at breast height. Tree and stump shall be removed in an efficient and safe manner.

Please refer to the FEMA Fact Sheet DAP9580.204 included on Pages 31-36 of this addendum.

As directed by the EMC/EOC, the Contractor shall cut and remove hanging or broken limbs.

Once the tree/tree stump or limbs are removed and/or cut into manageable portions, the tree debris shall be removed and transported to the TDSRS for processing.

The loading, hauling of tree debris, processing of tree debris and final disposal shall be conducted under the Right-of-Way debris management requirements and proposal schedule.

The County will not compensate for those stumps and limbs that are detached in the ROW and are capable of being loaded with the standard debris removal equipment.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

#### The County will reimburse the contractor as follows:

Tree limb removal to be reimbursed based on the unit rates proposed in Appendix A of the Cost Proposal section, Trees, Tree Stump, and Tree Limb Removal (Item L). The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

## ■ **DEMOLITION OF STRUCTURES** (IF IMPLEMENTED BY THE COUNTY):

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above services, as directed by the County.

As directed by the County, the Contractor shall demolish unsafe privately owned structures, which have been determined by the County to be a threat to the health and safety of the public, leave debris on private property and barricade the property. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal begins, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services. Debris generated from the demolition will be placed on the right-of-way and collected as part of the ROW debris management program.

The County will secure all necessary permissions, waivers and Right-of–Entry Agreements from real property owners required for the lawful removal of debris from real properties.

As directed by the County, the Contractor shall demolish County owned structures, load and transport debris to a legal landfill. Tipping fees shall be included in the unit rates proposed for services.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the county at <u>actual cost</u>. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

#### The County will reimburse the Contractor as follows:

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Demolition of Structures (Item M).

## CLEANING OF STORM DRAINS

Storm Drain Cleaning will be itemized by round culverts or box culverts. Work shall consist of all labor, equipment, fuel, and other associated costs necessary to clean subsurface drainage structures of silt and debris to establish normal flow. Eligible silt and debris removed from drainage structures will be transported to a designated final disposal site (designated by EMC/EOC) in accordance with all federal, state, and local rules and regulations.

#### The County will reimburse the contractor as follows:

Contractor shall at cost per linear foot or a unit price. Labor for services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item U).

# Clarifications (Questions and Answers):

<u>Question</u>: For items in which the County requests "fixed percentage over Contractor's cost", will the County consider altering Appendix A. Cost Proposal to reflect a unit rate price schedule?

<u>Answer</u>: Appendix A. Cost Proposal will remain as written for sections requiring "fixed percentage over contractor's cost."

**Question:** In regards to Appendix A. Cost Proposal – K. Right of Way (ROW) Debris Removal and Right of Entry (ROE) Debris Removal p.48, Would the County consider identifying estimated quantities for the pricing sheet? How will the County assign and evaluate pricing of the sheet?

<u>Answer</u>: Appendix A. Cost Proposal will remain as written for this section. Pricing will be evaluated based on the unit pricing provided by the bidder.

<u>Question</u>: In regards to Appendix A. Cost Proposal – T. Other Disaster Related Services: Waterway Debris Removal, Can the County provide the scope of services for each of these line items?

<u>Answer</u>: Please refer to Section 4: Scope of Services, p. 33, Other Disaster Related Services: Waterway Debris Removal.

**Question:** In regards to Canal Debris, will the County create a separate line item for marine-based canal debris, and land-based canal debris?

**Answer**: Appendix A. Cost Proposal will remain as written for this section.

**Question:** In regards to Appendix A. Cost Proposal – T. Boat Removal, Could the County clarify size increments of the boats to be removed?

<u>Answer</u>: Please see Revised Appendix A. Cost Proposal – T. Boat Removal.

<u>Question:</u> In regards to Appendix A. Cost Proposal – T. Other Disaster Related Services: Waterway Debris Removal - Could the County create separate line items for marine-based canal debris removal, and land-based canal debris removal?

**Answer:** Appendix A. Cost Proposal will remain as written for this section.

<u>Question</u>: With the passage of MAP 21 by Congress, the FHWA remains responsible for debris operations on all on system and off system roads. However, if it is a presidentially declared event, FEMA assumes the financial obligation. If the intent of the County is to utilize this contract for events that exceed the County's in house resource capabilities yet do not meet presidential declaration status, Form 1273 from the FHWA must be included in the contract in order to be eligible for reimbursement.

**Answer:** Specifications will remain as written.

**Question:** On Page 30 (Demolition of Structures), the specifications discuss demolition and, specifically, demolition of county structures. It states that the tipping fees must be included within the unit rate. It is unclear why this subject differs from all other portions of the RFP where the tipping fees are a pass through cost without mark up.

**Answer:** Please refer to this Addendum for revisions to specifications that clarify tipping fees.

**Question:** On Page 30, (Demolition of Structures), although the section speaks of private and county structures, it does not distinguish between Regulated Asbestos Containing Material (RACM) structures and Non-RACM structures.

<u>Answer:</u> Please refer to Addendum 1 – Appendix A. Cost Proposal, Section K. Contaminated Construction and Demolition Debris (C &D).

**Question:** In reference to Appendix A. Cost Proposal, Section K. Contaminated Construction and Demolition Debris (C&D), is the C & D Material to include Regulated Asbestos Containing Material (RACM)?

**Answer:** Yes. Potential RACM structures will be billed at the contaminated C & D rate.

**Question:** Does the County have a list of potential HUB Subcontractors for Participation Goals specifically stated on page 68 of 76: 12.8% MBE, 12.6% WBE? If the County doesn't have a list, is there a specific directory from which we may pull potential HUB subcontractors for these goals?

<u>Answer</u>: Jefferson County does not have a potential HUB Subcontractor list available. However, a notable reference is the Centralized Master Bidders List (HUB Directory Search) available on the Texas Comptroller of Public Accounts website at:

#### http://comptroller.texas.gov/procurement/prog/hub/

For past projects, vendors have been also been successful acquiring HUB Subcontractors through both their own contacts, as well as advertising.

# Addendum 1 - Appendix A. Cost Proposal

The Offeror must utilize this form in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any re-worked/revised version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification. Cost will be a factor in the County's evaluation and award process.

#### A. EQUIPMENT/LABOR

The Equipment with Operator/Labor description is general and may apply to several of the above specified tasks. Task specific equipment with operator needs shall be specifically stated with the proposal schedule for that task.

The proposed rates shall be inclusive of all maintenance, repairs, operational cost, and other incidental cost(s) that may be required to perform services.

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.1	210 Prentice Loader	\$	\$	\$
A.2	Self-Loading Prentice Truck 25 to yard dump body	\$	\$	\$
A.3	Wheel Loader 2 ½ to 3 yard bucket	\$	\$	\$
A.4	Wheel Loader 3 to 5 yard bucket	\$	\$	\$
A.5	Tandem Dump Truck 16 to 20 yards	\$	\$	\$
A.6	Mini Loader/Bobcat	\$	\$	\$
A.7	Dozer/Cat D6 or equivalent	\$	\$	\$
A.8	Excavator with debris loading grapple/Cat 325 or equivalent	\$	\$	\$
A.9	Chainsaw with operator	\$	\$	\$
A.10	Laborers	\$	\$	\$
A.11	Four men crew with transportation	\$	\$	\$
A.12	Three men crew with transportation	\$	\$	\$
A.13	Two men crew with transportation	\$	\$	\$
A.14	Supervisor with transportation	\$	\$	\$
A.15	Safety Manager with transportation	\$	\$	\$
A.16	Flagger for traffic control	\$	\$	\$

# A. EQUIPMENT/LABOR (Continued)

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.17	Trash Transfer Trailers – 100 yard with Tractor	\$	\$	\$
A.18	Trash Transfer Trailer yard with Tractor	\$	\$	\$
A.19	Trash Transfer Trailer yard with Tractor	\$	\$	\$
A.20	Equipment Transports	\$	\$	\$
A.21	Other Equipment:	\$	\$	\$
A.22	Other Equipment:	\$	\$	\$
A.23	Other Equipment:	\$	\$	\$
A.24	Other Equipment:	\$	\$	\$
A.25	Other Labor:	\$	\$	\$
A.26	Other Labor:	\$	\$	\$
A.27	Other Labor:	\$	\$	\$
A.28	Other Labor:	\$	\$	\$
A.29	Other Labor:	\$	\$	\$
A.30	Other Labor:	\$	\$	\$

# **EQUIPMENT RENTAL ONLY - NO OPERATORS**

Item	Description	Hourly	Weekly	Hourly OT
A.31	Refuse Trucks, Rear-Loading	\$	\$	\$
A.32	Miscellaneous Unspecified Construction Equipment	\$	\$	\$

#### **B. EMERGENCY ROAD CLEARANCE**

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the County.

Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

County will compensate the Contractor based on Appendix A, Cost Proposal Equipment/Labor Rate Schedule (Item A).

#### C. EMERGENCY POWER GENERATORS

**NOTE:** The following schedule relates to furnishing emergency power generators. The generators have been classified as "essential" and "non-essential". The "essential" generators must be delivered within twenty-four (24) hours following a disaster event. In the event the County gives a thirty six (36) hour advanced notice of the "need for services", the equipment shall be delivered prior to landfall. Other specified generators shall be requested on an "as-required" basis. In some instances, the "essential" generators may not be necessary, which may result in the County returning them to the contractor.

The below rental prices shall include all labor, equipment, tools, parts and materials and any other incidental items needed to deliver, install, connect, and maintain the generator unit in accordance with use and provide any necessary repairs. The EMC/EOC will advise the type of use for each generator. The type of use shall be classified as: 1) 8 hours per day; and 3) 24 hours/7 days per week. **The Contractor must provide a certified electrician to connect all provided generators.** 

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.1	Jefferson County Courthouse 1149 Pearl Street Beaumont, TX 77701	As Needed 1250 KW	\$	\$	\$	\$
C.2	Jefferson County Subcourthouse 525 Lakeshore Drive Port Arthur, TX 77642	As-Needed 141 KW minimum	\$	\$	\$	\$
C.3	Jefferson County Correctional Facility 5030 Highway 69 South Beaumont, TX 77705	Essential 129 KW minimum	\$	\$	\$	\$
C.4	Minnie Rogers Juvenile Justice Ctr. 5326 Highway 69 South Beaumont, TX 77705	As-Needed 336 KW	\$	\$	\$	\$

# **C. EMERGENCY POWER GENERATORS** (Continued)

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.5	Jefferson County Morgue 5030 Highway 69 South Beaumont, TX 77705	Essential 91 KW minimum	\$	\$	\$	\$
C.6	Jefferson County Service Center 7789 Viterbo Rd. Beaumont, TX 77705	Essential 45 KW	\$	\$	\$	\$
C.7	Precinct #1 Service Center 20205 West Highway 90 China, TX 77613	As-Needed 80 KW minimum	\$	\$	\$	\$
C.8	Precinct #2 Service Center 7759 Viterbo Road Beaumont, TX 77705	As-Needed 45 KW minimum	\$	\$	\$	\$
C.9	Precinct #3 Service Center 5700 Jade Avenue Port Arthur, TX 77640	As-Needed 17 KW minimum	\$	\$	\$	\$
C.10	Precinct #4 Service Center 7790 Boyt Road Beaumont, TX 77713	As-Needed 80 KW minimum	\$	\$	\$	\$
C.11	Jack Brooks Regional Airport– Jerry Ware Terminal 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	\$	\$	\$	\$
C.12	Jack Brooks Regional Airport– Runway Lighting 4875 Parker Drive Beaumont, TX 77705	As-Needed 150 KW minimum	\$	\$	\$	\$
C.13	Jack Brooks Regional Airport- Main Terminal (Airport Maintenance) 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	\$	\$	\$	\$
C.14	Jack Brooks Regional Airport – <i>Main Terminal (All Other)</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 600 KW minimum	\$	\$	\$	\$

# C. EMERGENCY POWER GENERATORS (Continued)

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.15	Mosquito Control 8905 First Street Beaumont, TX 77705	As-Needed 45 KW minimum	\$	\$	\$	\$
C.16	Ford Park – Arena 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	\$	\$	\$	\$
C.17	Ford Park – HVAC Plant 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	\$	\$	\$	\$
C.18	Health & Welfare - Unit 1 1295 Pearl Street Beaumont, TX 77701	As Needed 50 KW minimum	\$	\$	\$	\$
C.19	Health & Welfare - Unit 2 246 Dallas Avenue Port Arthur, TX 77640	Essential 80 KW minimum	\$	\$	\$	\$
C.29	Annex I 1225 Pearl Street Beaumont, TX 77701	As Needed 175 KW minimum	\$	\$	\$	\$

#### D. TEMPORARY SATELLITE COMMUNICATION

Contractor shall be compensated at a flat rate for regular phones, and a term for daily, weekly or monthly for satellite phones with a per usage rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Rate Per Usage	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
D.1	Rental of Equipment-Must identify carrier, model of phones and provider. Must have 24/7 service providing the capability of calling nationwide from Texas – no additional roaming or long distance charges	\$	\$	\$	\$

#### E. TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES

Contractor shall be compensated on a per-unit cost for a daily, weekly, or monthly period rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
E.1	Comfort Station-10 stall units	\$	\$	\$	\$
E.2	Comfort Station-26 ft BT Unit	\$	\$	\$	\$
E.3	Shower Units – 4 stall	\$	\$	\$	\$
E.4	Shower Units 6 stall	\$	\$	\$	\$
E.5	Shower Units – 12 stall with 6 sinks	\$	\$	\$	\$
E.6	Portable Laundry Facilities	\$	\$	\$	\$

#### F. REEFER & REFRIGERATION CONTAINERS WITH INITIAL ICE DELIVERY

Contractor shall be compensated at a flat rate for daily, weekly or monthly usage with a one-time mobilization cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly. Contractor shall include cost for fueling, repairs, and maintenance in the cost proposal below.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
F.1	Equipment Rental	\$	\$	\$	\$
F.2	Equipment Rental for Morgue	\$	\$	\$	\$
Item	Description	Flat Rate Per Ten Pound Bag with No Mobilization Fee			
F.3	Initial Ice Delivery and possible future deliveries	\$			

## G. POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER

Contractor shall be compensated at a flat rate per unit case for a unit of 12 one liter bottles. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall include cost for labor, fueling, refilling trucks, maintenance, and repairs in the cost proposal below.

Item	Description	Price Per Unit Case for a Unit of (12) One-Liter Bottles			
G.1	Initial Bottled Water Delivery and possible future deliveries	\$			
Item	Description	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month	
G.2	Equipment Rental	\$	\$	\$	

# H. MOBILE FLEET REPAIR FACILITIES, TECHNICIANS, AND MECHANICS

Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall be compensated a flat rate per hour for two different kinds of labor (skilled mechanic, unskilled mechanic assistant); flat rate per tire; and flat rate per battery. The County will compensate the contractor for any additional materials/parts at a fixed percentage over their cost.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
H.1	Equipment Rental	\$	\$	\$	\$
Item	Description	Flat Rate Per Unit			
H.2	Unit Price Per Tire	\$			
H.3	Unit Price Per Battery	\$			
Item	Description	Fixed Percentage	Over Contractor's	s Cost	
H.2	Materials/Parts (i.e., supplies, oil, repair materials)	%			
Item	Description	Hourly Rate			
H.3	Skilled Mechanic Hourly Rate	\$			
H.4	Unskilled Mechanic Assistant	\$			

#### I. CANTEEN

The Contractor shall be compensated at based on a flat fee per meal served for breakfast, lunch, dinner, and boxed lunches. Contractor shall include cost of beverages, condiments, utensils, disposal paper plates and cups, plastic bags for cleanup, other meal related supplies, meal catering services (labor/staffing), staging of equipment, and cleanup in the cost proposal below.

The Contractor shall submit a SAMPLE MENU with proposal submission. Please refer to Appendix K for a sample menu.

A.	Item	B.	Description	C. Price Per Meal/ per person
D.	1.3	E.	Breakfast	\$
F.	1.4	G.	Lunch	\$
H.	1.5	I.	Dinner	\$
J.	1.6	K.	Boxed Lunches (Cold Meals)	\$

#### J. TRAFFIC CONTROL AND SIGNAGE

The Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly.

Item	Description	Fixed Percentage Over Contractor's Cost
J.1	Equipment Rental	%
J.2	Equipment Purchased by County	%

# K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL

Contractor shall be compensated for Right of Way (ROW) and Right of Entry (ROE) services based on the schedule below.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the county at <u>actual cost</u>. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

VEGETATIVE DEBRIS				
Item	Description	UOM	Unit Price	
K.1	Pick up vegetative debris from curbside and haul to a TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	\$	
K.2	Pick up vegetative debris from curbside and haul to a TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	\$	
K.3	Pick up vegetative debris from ROE personal property and haul to TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	\$	
K.4	Pick up vegetative debris from ROE personal property and haul to TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	\$	
K.5	Pick up vegetative debris from ROE personal property and haul to TDSRS in excess of ten (10) miles from pick-up site but within Jefferson County (based on incoming yardage)	Cubic yard	\$	
K.6	Reduction by mulching and site management (based on incoming yardage)	Cubic yard	\$	
K.7	Loading and transporting Mulch to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	\$	
K.8	Loading and Transporting Mulch to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/per mile	\$	
K.9	ALTERNATE: Reduction by incineration and site management (based on incoming yardage)	Cubic yard	\$	

# K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL (Continued)

VEGETATIVE DEBRIS				
Item	Description	UOM	Unit Price	
K.10	ALTERNATE: Loading and Transporting Ash to final disposal site within Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$	
K.11	ALTERNATE: Loading and Transporting Ash to final disposal site outside Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$	
K.12	Pick up vegetative debris from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$	
K.13	Pick up vegetative debris from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$	

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)					
Item	Description	UOM	Unit Price		
K.14	Pick up clean C&D from curbside and haul within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$		
K.15	Pick up clean C&D from curbside and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$		
K.16	Pick up clean C&D from curbside and haul in excess of ten (10) miles of approved disposal site but within Jefferson County (based on incoming yardage)	Cubic yard	\$		
K.17	Pick up clean C&D from ROE personal property and haul to within five (5) miles approved disposal site (based on incoming yardage)	Cubic yard	\$		
K.18	Pick up clean C&D from ROE personal property and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$		

# K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL (Continued)

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)				
Item	Description	UOM	Unit Price	
K.19	Pick up clean C&D from ROE personal property and haul in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$	
K.20	Reduction of clean C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$	
K.21	Loading and Transporting compacted clean C&D to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	\$	
K.22	Loading and Transporting compacted clean C&D to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$	
K.23	Pick up clean C&D from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$	
K.24	Pick up clean C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$	

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)					
Item	Description	UOM	Unit Price		
K.25	Pick up contaminated C&D from curbside and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$		
K.26	Pick up contaminated C&D from curbside and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$		
K.27	Pick up contaminated C&D from curbside and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$		

# K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL (Continued)

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)				
Item	Description	UOM	Unit Price	
K.28	Pick up contaminated C&D from ROE personal property and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$	
K.29	Pick up contaminated C&D from ROE personal property and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$	
K.30	Pick up contaminated C&D from ROE personal property and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage), but within Jefferson County (based on incoming yardage)	Cubic yard	\$	
K.31	Reduction of contaminated C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$	
K.32	Loading and Transporting compacted contaminated C&D to final disposal site within Jefferson county (Tonnage based on individual weight tickets from disposal site)	Ton	\$	
K.33	Loading and Transporting compacted contaminated C&D to final disposal site outside Jefferson county (Tonnage based on individual weight tickets from disposal site)	Per Ton/ per mile	\$	
K.34	Pick up contaminated C&D from curbside and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$	
K.35	Pick up contaminated C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$	

# K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL (Continued)

ELECTRONIC HAZARDOUS WASTE (E-WASTE)					
Item	Description	UOM	Unit Price		
K.36	Pick up of (E-Waste) and transportation to a recognized recycling vendor. Offerors shall provide their program method and pricing structure for E- waste.	Each	\$		

<sup>\*\*\*</sup> Offerors shall provide their program method and pricing structure for hazardous household waste. including TVs and other electronics.

# L. TREE, TREE STUMP, AND TREE LIMB REMOVAL

Contractor shall be compensated based on the schedule below. Contractor shall include the cost of personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, and all other incidental costs and facilities of any nature to execute and complete these services in the cost schedule below.

The Contractor shall measure the tree/stump 4.5' feet above ground level or diameter at breast height.

Tree removal should involve a flush cut of the tree and not the complete extraction of the stump. Stumps are eligible for extraction and removal if they are over 24" inches in diameter measured at 2' feet above the ground. Tree removal can be completed by flush cut if the tree is greater than 6" in diameter measured at breast height. Tree and stump shall be removed in an efficient and safe manner.

Please refer to the FEMA Fact Sheet DAP9580.204 included on Pages 31-36 of this addendum.

STUMF	STUMP REMOVAL				
Item	Description	Stump Unit Price	Tree Unit Price		
L.1	24" diameter and greater, but less than 48" diameter	\$	\$		
L.2	Equal to or greater than 48"	\$	\$		
DEMOL	ITION, COLLECTION AND DISPOSAL RATE (PER SPECIFICATIONS)				
Item	Description	UOM	Unit Price		
L.3	Demolition, Collection and Disposal Rate (Per Specifications)	Per cubic yard	\$		
HAZAR	DOUS STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RA	ATE (PER SPECIFI	CATIONS)		
Trees s	should be measured at a height of two feet from the base of the tree				
Item	Description	UOM	Unit Price		
L.4	24-36 inches	Per stump	\$		
L.5	36-48 inches	Per stump	\$		
L.6	Greater than 48 inches	Per stump	\$		
STUMP	STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)				
Item	Description	UOM	Unit Price		
L.7	Stump Removal, Collection, Grind, Haul-out and Disposal Rate (Per Specifications)	Per cubic yard	\$		

# **Appendix A. Cost Proposal (Continued)**

# L. TREES, TREE STUMP, AND TREE LIMB REMOVAL (Continued)

SAND COLLECTION (PUBLIC PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)

Simb sociation (Cobine in No. 2011) and sociation and Company				
Item	Description	UOM	Unit Price	
L.8	Sand Collection (Public Property) and Screening Rate (Per Specifications)	Per cubic yard	\$	
SAND	COLLECTION (PRIVATE PROPERTY) AND SCREENING RATE (PER SPECIFICAT	IONS)		
Item	Description	UOM	Unit Price	
L.9	Sand Collection (Private Property) and Screening Rate (Per Specifications)	Per cubic yard	\$	
BACKF	ILL (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price	
L.10	Backfill per specifications	Per cubic yard	\$	
LEANIN	NG TREES/HANGING LIMBS			
Item	Description	UOM	Unit Price	
L.11	Removal of hazardous hanging limbs greater than 2 inches	Per tree	\$	
L.12	Removal of hazardous standing trees 6"-12" in diameter	Per tree	\$	
L.13	Removal of hazardous standing trees 13"-24" in diameter	Per tree	\$	
L.14	Removal of hazardous standing trees 25"-36" in diameter	Per tree	\$	
L.15	Removal of hazardous standing trees 37" or larger in diameter	Per tree	\$	

# M. DEMOLITION OF STRUCTURES (if implemented by EMC/EOC):

Contractor shall be compensated based on the schedule below.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the county at <u>actual cost</u>. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

Item	Description	UOM	Unit Price
M.1	Single Story-Frame Structure, Demolish and secure site only	Sq. Ft.	\$
M.2	Two Story-Frame Structure, Demolish and secure site only	Sq. Ft.	\$
M.3	Single Story-Block Structure, Demolish and secure site only	Sq. Ft.	\$
M.4	Two Story-Block Structure, Demolish and secure site only	Sq. Ft.	\$
M.5	Additional Stories – Block Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	\$
M.6	Additional Stories – Frame Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	\$

#### N. EMERGENCY TEMPORARY DRY-IN OF FACILITIES

The Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
N.1	Non-specified Equipment Rental	%
N.2	Materials (i.e. plywood, hardware materials)	%

#### O. TEMPORARY SECURITY PERSONNEL

The Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
0.1	Equipped Security Staffing w/transportation.	%

## P. TEMPORARY LIGHTING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
P.1	Equipment Rental	%

## Q. TEMPORARY PORTABLE FUELING SITES AND DISPENSING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
Q.1	Equipment Rental	%

#### R. RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS

Contractor shall be compensated in accordance with Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A). Contractor shall identify/specify miscellaneous equipment on the schedule (Item A), as well as include cost proposals.

#### S. TEMPORARY FENCING

Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
S.1	Fencing Materials	%

# T. OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

Contractor shall be compensated at a fixed price per cubic yard based on mileage for one-way haul.

Item	Description	Per cubic yard for a one way haul of 1-15 miles	Per cubic yard for a one way haul of 15-30 miles	Per cubic yard for a one way haul of 31-40 miles
T.1	Cleaning and Restoration of Beaches: Removal and screening of debris laden sand. Sand will be removed and screened at a temporary facility and stockpiled at a debris management site and clean sand returned and placed on beach.	\$	\$	\$
T.2	Debris removal and restoration of canals	\$	\$	\$
T.3	Boat Removal: Vessels less than or equal to 20 linear feet			
T.3	Boat Removal: Vessels 21 linear feet and greater	\$	\$	\$

# **U.** Cleaning of Storm Drains

Storm Drain Cleaning will be itemized by round culverts or box culverts. Contractor shall be compensated at cost per linear foot or a unit price as detailed in the cost proposal below.

ROUND CULVERTS		
Item	Description	Price Per Linear Foot
U.1	Clean 21" & 24" Storm Sewer	\$
U.2	Clean 27" & 30" Storm Sewer	\$
U.3	Clean 36" Storm Sewer	\$
U.4	Clean 42" Storm Sewer	\$
U.5	Clean 48" Storm Sewer	\$
U.6	Clean 54" Storm Sewer	\$
U.7	Clean 60" Storm Sewer	\$
U.8	Clean 72" Storm Sewer	\$
Item	Description	Price Per Unit
U.9	Clean Catch Basins	\$
U.10	Clean Drainage Manholes	\$
вох с	CULVERTS	
Item	Description	Price Per Linear Foot
U.11	Clean 0 - 4 (Square Foot)	\$
U.12	Clean 4.01 - 9 (Square Foot)	\$
U.13	Clean 9.01 - 15 (Square Foot)	\$
U.14	Clean 15.01 – 20 (Square Foot)	\$
U.15	Clean 20.01 – 30 (Square Foot)	\$
U.16	Clean 31.01 – 40 (Square Foot)	\$

# **U.** Cleaning of Storm Drains (Continued)

BOX CULVERTS		
Item	Description	Price Per Linear Foot
U.17	Clean 40.01 – 50 (Square Foot)	\$
U.18	Clean 50.01 - 60 (Square Foot)	\$
U.19	Clean 60.01 - 70 (Square Foot)	\$

AUG 0 2 2009



MEMORANDUM FOR:

FEMA Regional Administrators .

Regions I - X

ATTENTION:

Disaster Assistance Division Directors

FROM:

Elizabeth A. Zimmerman

Assistant Administrator

Disaster Assistance Directorate

SUBJECT:

Disaster Assistance Fact Sheet 9580.204

Documenting and Validating Hazardous Trees, Limbs, and Stumps

The purpose of this memorandum is to announce the issuance of the attached final Disaster Assistance Fact Sheet 9580.204, *Documenting and Validating Hazardous Trees, Limbs, and Stumps*. This Fact Sheet provides guidance on the documentation required to obtain Public Assistance funding for the removal of hazardous trees, limbs, and stumps. It also describes the process FEMA will use to validate applicants' requests for reimbursement.

If you have any questions about this Fact Sheet, please contact Amanda Brown, Public Assistance Division, via email at <a href="mailto:Amanda.Brown@dhs.gov">Amanda.Brown@dhs.gov</a>, facsimile (202) 646-3288, or phone (202) 646-3869.

Attachment



# DISASTER ASSISTANCE

# FACT SHEET

DAP 9580.204

# Documenting and Validating Hazardous Trees, Limbs, and Stumps

# Overview

Removal of hazardous trees, limbs, and stumps that present immediate threats to lives, public health and safety, or improved property and meet other eligibility criteria specified in the Debris Management Guide, FEMA 325, may be eligible for Public Assistance grant funding. The regulations governing FEMA's Public Assistance Program (Code of Federal Regulations, Title 44: Emergency Management and Assistance, Part 206, Subparts G (Public Assistance Project Administration) and H (Public Assistance Eligibility)) require States and local government applicants to provide documentation of costs and work performed to support requests for reimbursement from FEMA (44 CFR §206.202(b) (4), Application procedures, Grantee). The regulations also require States to monitor grant and subgrant supported activities such as debris removal and disposal operations. 44 CFR §206.205(b)(1), Payment of claim, Large projects, states: "The Grantee shall make an accounting to the RD [Regional Director, now Regional Administrator] of eligible costs for each approved large project. In submitting the accounting the Grantee shall certify that reported costs were incurred in the performance of eligible work... [and] that the approved work was completed." Additionally, 44 CFR §206.205(b)(2) states: "The RD shall review the accounting to determine the eligible amount of reimbursement for each large project and approve eligible costs. If a discrepancy between reported costs and approved funding exists, the RD may conduct field reviews to gather additional information."

This Fact Sheet provides guidance on the documentation applicants should provide in their requests for Public Assistance funding for removing hazardous trees, limbs, and stumps. It also describes the process FEMA will use in coordination with States and local government applicants to validate that eligible work was completed when a discrepancy between reported costs and eligible funding arises.

Public Assistance Division

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# DOCUMENTING AND VALIDATING HAZARDOUS TREES, LIMBS, AND STUMPS

# Documenting Hazardous Trees, Limbs, and Stumps

#### General

Applicants should provide documentation that directly supports their requests for Public Assistance funding and certification that they performed the work in accordance with FEMA eligibility criteria. The documentation may include photographs, maps, and other documents that show the location of the work on public rights-of-way, evidence of the immediate threat, and details of the work performed to remove the threat. If applicants perform the work, they should submit documentation of labor and equipment charges required to do the work, such as payroll records, applicant-owned equipment usage records, and equipment rental invoices. If applicants hire contractors to perform the work, the applicants should submit the contract and invoices to FEMA.

Applicants should separate costs for the removal of hazardous trees, limbs, and stumps from debris removal paid on a cubic yard or ton basis to avoid double payment, unless they can clearly show that costs for cutting are separate from costs to remove and dispose of the debris.

Specific eligibility criteria and documentation requirements for each item of work are provided below. Failure to provide sufficient documentation may jeopardize the applicant's request for Public Assistance funding.

#### Hazardous Trees

<u>Eligibility Criteria</u>: Trees that are leaning such that they are in an imminent state of falling over and trees with broken canopies may pose an immediate threat to life, public health, safety, and improved property. Trees should be six inches or larger in diameter, measured 4.5 feet above ground level.

<u>Documentation</u>: Applicants should submit a spreadsheet showing the number of trees cut and the size and location of each tree. The location should include the street/road name and GPS coordinates of each tree removed along public rights-of-way, and the property address and GPS coordinates of each tree removed from private property. Applicants may also provide photographs of the flush-cut trees and certify that the trees were six inches or larger in diameter, measured 4.5 feet above the ground.

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# DOCUMENTING AND VALIDATING HAZARDOUS TREES, LIMBS, AND STUMPS

#### Hazardous Limbs

<u>Eligibility Criteria</u>: Broken limbs two inches or larger in diameter measured at the point of break that pose an immediate threat to life, public health, or safety, or pose an immediate threat of significant damage to improved property, are eligible for removal.

<u>Documentation</u>: Applicants should submit a spreadsheet containing the location of the trees, the number of limbs cut on each tree, and a certification that the limbs were two inches or larger in diameter. The location should include the name of the street/road and GPS coordinates for each tree or cluster of trees along public rights-of-way, and the street address or parcel number for hazardous limbs cut on private property. Applicants may also submit photographs to document the number of hazardous limbs cut. If the applicants contracted for the removal of hazardous limbs on a per-tree basis, the number of limbs cut per tree is not necessary.

#### Hazardous Stumps

<u>Eligibility Criteria</u>: Stumps that are 24 inches or larger in diameter measured 24 inches above the ground and have 50 percent or more of their root ball exposed are eligible for removal on a per-stump basis. Reimbursement for the removal of stumps measuring less than 24 inches in diameter will be based on the reasonable cubic yard prices for vegetative debris. Please see Disaster Assistance Policy DAP9523.11, *Hazardous Stump Extraction and Removal Eligibility*, for additional information on the estimated volume of various size stumps.

<u>Documentation</u>: Applicants should complete a *Hazardous Stump Worksheet*, found in Disaster Assistance Policy DAP9523.11. The Worksheet captures information on the number of hazardous stumps removed, hazardous stump location and size, and the quantity of fill material required to fill the resultant hole. Applicants that request reimbursement for force account labor and equipment should provide all of the above information except the sizes of the stumps removed.

The documentation requirements stated above only apply when applicants are collecting, hauling, and disposing of the debris. They do not apply during the emergency debris clearance phase when crews clear roads to provide emergency access to critical facilities.

Additional information on the eligibility of hazardous trees, limbs, and stumps can be found in Part I of FEMA's **Debris Management Guide**, **FEMA 325**, and in Disaster Assistance Policies DAP9523.11, *Hazardous Stump Extraction and Removal Eligibility*, and DAP9523.13, *Debris Removal from Private Property*.

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# DOCUMENTING AND VALIDATING HAZARDOUS TREES, LIMBS, AND STUMPS

# Validating Eligible Work

FEMA, in coordination with the State and the applicant, may select a small sample of hazardous trees, limbs, and/or stumps to validate eligible scopes of work and eligible project funding if a discrepancy between documentation, work performed, and eligible funding exists. The validation process will include field visits to verify that the applicant performed work in accordance with FEMA eligibility criteria. FEMA will use the results of the validation process to determine eligible project funding.

# FEMA, State, and Applicant Validation Team

The validation of work to remove hazardous trees, limbs, and stumps should be a coordinated and collective effort between FEMA, the State, and the applicant. Validation teams performing physical inspections should be comprised of representatives from FEMA, the State, and the applicant who are familiar with debris removal operations, FEMA policy and debris removal eligibility, and debris monitoring documentation practices. The validation teams should meet prior to conducting validations to identify expectations and objectives, and hold meetings as necessary to resolve issues. The validation teams should work to achieve consensus on validation determinations.

# Validation Samples

FEMA, the State, and the applicant should select a sample of at least 500 work items to validate the applicant's request(s) for reimbursement. Separate validations should be conducted for hazardous trees, limbs, and stumps and for work performed on public and private property. Only one validation should be conducted for each scope of work selected for validation.

#### Interim Validations

FEMA may conduct interim validations before the completion of the debris removal operation as a quality control measure and to establish Public Assistance grant amounts for the applicable scope of work. The decision on whether or not to conduct an interim validation should be a joint decision between FEMA, the State, and the applicant. Interim validations should include a sample of at least 500 work items completed up to the date of validation. The results from any validation should apply exclusively to the scope of work that the applicant completed before FEMA conducted the validation. For example, an interim validation may occur 30 days after the applicant initiates a debris removal operation and focus on work performed during the first 30 days. FEMA may conduct a final validation for the remainder of the work after the applicant completes the debris removal operation. The final validation should include a sample of at least 500 work items completed after the date of the interim validation. The results from the first validation will be used to determine the eligible scope of work for

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# DOCUMENTING AND VALIDATING HAZARDOUS TREES, LIMBS, AND STUMPS

work and costs claimed during the first 30 days, and the final validation results will be applied to determine the eligible scope of work for the remaining work and associated costs claimed.

#### **Documentation Requirements**

The documentation for the validation process should include:

- names and affiliations of validation team members;
- date and locations of inspections;
- the number of hazardous trees, limbs, and stumps selected for validation;
- the debris removal load tickets or invoices for the hazardous trees, limbs, and stumps selected for validation;
- the validation results;
- name of the debris removal contractor that performed the work (if applicable);
- name of the applicant's debris monitor that provided oversight for the work claimed (if applicable); and
- rights of entries and indemnification agreements when the applicant performed work on private property.

# Applying Validation Percentages to Determine Eligibility

FEMA will apply the percentage of the debris removal work that it validated to the applicant's total claim for reimbursement. However, FEMA will approve 100 percent funding for the applicable scope of work if it validates at least 80 percent of the sample of work items. Eligible funding for scopes of work validated at less than 80 percent will be based on the actual percentage of validated work.

#### Timeframe

FEMA should validate the removal of hazardous trees, limbs, and stumps within 45 days of project completion.

Elizabeth A. Zimmerman

Assistant Administrator

Disaster Assistance Directorate

Date

Public Assistance Division

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