



October 28, 2017

Hurricane María

DR-4339

**EMERGENCY REQUEST FOR PROPOSALS
DEBRIS REMOVAL, HAULING,
CONSOLIDATION, PROCESSING AND
DISPOSAL SERVICES
RFP #2018-02**



GOVERNMENT OF PUERTO RICO

Department of Transportation and Public Works

EMERGENCY REQUEST FOR PROPOSAL
GOVERNMENT OF PUERTO RICO
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
RFP #2018-02: DEBRIS REMOVAL, HAULING, CONSOLIDATION, PROCESSING AND DISPOSAL SERVICES

RFP 2018-002
SPECIFICATIONS REQUEST FOR PROPOSALS
SERVICES FOR DEBRIS REMOVAL AND DISPOSAL

INTRODUCTION

On September 19th and 20th Puerto Rico was directly hit by Hurricane Maria, a category 5 hurricane that ravaged the Territory. Hurricane Maria is considered the most devastating storm to strike Puerto Rico in the past eighty (80) years, impacting the Territory in its entirety. Hurricane Maria has wreaked havoc, resulting in catastrophic damages to Puerto Rico's entire power and communications infrastructure, leaving the entire Island without power. Hurricane Maria impacted Puerto Rico only ten (10) days after Hurricane Irma, another category 5 hurricane.

Due to the aforementioned, Puerto Rico is currently in a declared State of Emergency and has also been declared a Major Disaster Zone by the federal government.

Following a major storm like Hurricane Maria, one of the first essential services to be procured in an expedited manner is debris consolidation, processing and disposal. Hurricane Maria produced massive volumes of construction and vegetative debris, which have created hazardous conditions including blocked roadways and driveways. The debris has created major obstacles that hinder restoration efforts, including ongoing power, water and communications restoration efforts. The hurricane debris has blocked routine, essential, and emergency traffic, both vehicular and pedestrian, including key access routes needed by first responders, emergency vehicles, delivery of essential services and products, among others. The accumulation of debris also poses threats to public health and safety that can lead to the creation of vermin nests, amongst others, that spread plagues and diseases.

In order to allow for security, emergency, and other essential service traffic as well as avoiding all other threats to health and public safety that said debris poses, it is in the best interest of the Puerto Rico Department of Transportation and Public Works (hereinafter the "Agency") has divided the Island in 5 zones and will enter into agreements with experienced and competent contractors that can provide debris consolidation, processing and disposal services as a result of the aforementioned disaster. No single contractor will be awarded more than 2 zones.

The Agency is soliciting proposals for debris removal and disposal services to deal with the consequences of Hurricane Maria in Puerto Rico. As used in this Emergency Request for Proposals (hereinafter "RFP") the term "debris" shall mean any construction materials, brush, vegetation, tree materials, white goods, soils, demolition materials, vehicles, boats, vessels and any other natural or man-made materials affected or resituated by the disaster. The terms "Proposer" and "Contractor" shall be considered synonyms.

GENERAL INFORMATION, SCOPE OF WORK, AND REQUIREMENTS

The Agency is seeking proposals and qualifications for the removal and disposal, at one (1) or more site(s), of hurricane generated debris from state roads due to Hurricane Maria. Debris from private property may also be included as directed. The primary purpose of these services is to ensure that the entire debris removal (which includes consolidation and processing or reduction) and final disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program and all state emergency management agency guidelines.

The successful proposers will be expected to follow all Occupational Safety and Health Administration (OSHA), Environmental Protective Agency (EPA), Environmental Quality Board (EQB), Solid Waste Administration (ADS) rules and regulations, as well as all local, state and federal requirements and regulations regarding the maintenance of a proper site(s) as well as, if needed, the pick-up and hauling of debris to it.

The disposal method and proposed location(s) for both the removal and final disposal site(s) should be consistent with the technical specifications & scope of work included below in this document.

The Proposers shall be prepared to furnish a general list of all subcontractors that it intends to utilize for the project, and shall endeavor to utilize local contractors whenever possible provided that these local contractors hold proper license and insurance credentials for the intended work. For the avoidance of doubt, the evaluation criteria do not include a local preference, however circumstances dictate that using qualified, licensed local resources will likely be in the interest of the proposer and the AGENCY. However, DTOP encourages proposers to use small and minority businesses, and women's business enterprises as subcontractors, where possible.

The AGENCY will award multiple contracts based on regional assignments and company qualifications. Multiple contracts will be awarded based on the operational needs of the Government. In addition, the contracts awarded by this solicitation may be used by any political subdivision of the Government of Puerto Rico or eligible FEMA Public Assistance sub-grantee upon the consent of the AGENCY, the prospective political subdivision or eligible sub-grantee, and the Proposer.

All Proposers must meet the following general conditions:

- 1- be able to provide – either directly or indirectly through subcontractors - one or more of the following related services: pick-up, removal, separation, reduction, processing and disposal of debris;
- 2- be willing and capable of performing proper documentation preparation and management of the services;
- 3- be able to perform the services and any other agreed to services in a timely manner.

The Contractor will be expected to mobilize within 24 hours of a written notice to proceed to mobilize equipment and personnel required to have the necessary crew available for work, with the actual number

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of crews required to be determined by mutual consent of the Agency and the successful Proposers. However, at the discretion of the Agency, the personnel requirements of a crew may be revised as the project precedes, and additional crews may be added based on needs.

RESPONSE FORMAT

Due to the condensed timeframe of this request, boilerplate information will be accepted to satisfy the requirements below:

- A. **Company Profile:** A company profile including the firm's name, business address, telephone number, year established (include former firm names and year established, if applicable), type of ownership, and parent company. Provide the name of the person who shall serve as authorized negotiator for the proposer, should Proposer be selected to negotiate with Agency. Maximum length of this section is 2 pages.
- B. **Experience:** Provide information indicative of experience on other projects of similar complexity that documents successful and reliable experience in past performance of Hurricane disaster recovery, as it relates to this proposal. Proposer must demonstrate special disaster recovery experience as it relates to this proposal, regarding services such as waterway/marine debris clean-up, hazardous tree/limb removal, hazardous material removal, white goods, vessel and vehicle recovery, asbestos removal, management, contracting/invoice reconciliation, as well as debris processing, reduction and final disposal after a Hurricane. Alternatively, Proposer may provide an explanation of experience handling construction debris or material similar in type and complexity.
- C. **Personnel:** Provide an organizational chart and summary resumes, of key staff. Maximum length of this section is 2 pages.
- D. **Conflicts:** All Proposers must certify that neither the Proposer, nor any employee thereof, has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or state law and regulations. Proposers must also respond, in 1 page or less, if the Proposer had a public contract related to debris management and disposal cancelled within the past ten (10) years. If so, state the name and address of the other contracting party and reason. Maximum length of this section is 1 page.
- E. **Technical Approach:** Provide a description of the Proposer's approach to the project including implementation of the services, startup procedures, debris management and disposal. Include details discussing mobilization and operations. The maximum length of this section is 5 pages.
- F. **Fee Schedule:** The Proposers shall submit pricing using the attached Fee Schedule Form that contains the proposed fee for each service related to debris management and disposal. All normal expenses shall be included in said fees, including lodging, meals, subcontractor fees, transportation and per diem. A sample fee schedule is included as Exhibit A.

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The information provided should address also, each of the criteria found in the following section, which shall be used by the Agency in the evaluation of each proposal.

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EVALUATION OF PROPOSALS

Evaluation of proposals and selection of the firms shall be at the sole discretion of Agency. This will be a qualifications-based selection. Professional firms will be evaluated using the following criteria and respective weights. Firms submitting a proposal in response to the RFP may be required to give an oral presentation to Agency representatives. The Agency's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The Agency reserves the right to award the opportunity to provide the services specified herein based on initial proposal submissions without oral presentations.

The Agency will reference Code of Federal Regulations (CFR), Title 2, Subtitle A, Chapter II, Part 200 -Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards (200.317-200.326) in evaluating proposal and awarding a contract.

GRADING CRITERIA POINTS

- 1. Company Personnel, its management and key staff related to the work to be performed.....10
- 2. Fee Schedule.....20

Cost Offers for all Proposers will be evaluated and an absolute score calculated. Points will be assigned for cost using a calculation-based evaluation process based on the total costs from the pricing submitted by each Proposer on the Exhibit 1 – Fee Schedule. See below for explanation.

Each cost component total of all extended costs will constitute the Proposer's cost offer.

- 1. The Lowest Cost Offer unit price will receive 100% of the available points for that cost component
- 2. Remaining Offers will receive points based on application of the following formula:
 $(A/B) * C = D$ where A is the lowest proposed cost offer, B is the cost offer being graded, C is the maximum cost points assigned to that cost criteria (20 points) and D is the number of cost points awarded to that particular Proposer for their cost offer.

- 3. Experience.....35
- 4. Technical Approach.....35

SUBMITTAL

Proposers will have until 5:00 pm (EST) on Nov. 1, 2017 to submit their Proposals in person in the 6th Floor of Minillas South Tower. The Proposals must include EMERGENCY RFP #2018-02 in the subject line

1. Terms and Definitions

Definitions of key terms used in this RFP are provided below.

1.1 Agency

1.1.1. "AGENCY" is used to refer to the Government of Puerto Rico Department of Transportation & Public Works.

1.2 Approved Final Disposal Site

1.2.1 A final disposal site complying with the required permits issued by the Puerto Rico Environmental Quality Board and any other state or federal agency with jurisdiction.

1.3 Authorized Representative

1.3.1 The AGENCY employees and/or contracted individuals designated by the AGENCY or the AGENCY debris manager.

1.4 Cleanup Crew

1.4.1 A group of individuals or an individual employed by the CONTRACTOR to collect disaster debris.

1.5 Construction and Demolition (C&D) Debris

1.5.1 FEMA Public Assistance Program and Policy Guide (PAPPG)V2 defines eligible C&D debris as damaged components of buildings and structures such as lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and other residential contents that are a result of a disaster. (Note: This definition of C&D debris is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents.)

Current eligibility criteria include the following:

- a. Debris must be located within a designated area and be removed from an eligible applicant's improved property.

- b. Debris removal must be the legal responsibility of the applicant.
- c. Debris must be a result of a major disaster.

1.6 Debris

1.6.1 Items and materials broken, destroyed, or displaced by a natural or human-caused federally declared disaster. Examples of debris include but are not limited to trees, C&D debris, and personal property.

1.7 Debris Management Site (DMS)

1.7.1 A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a temporary debris storage and reduction site (TDSRS) or temporary debris staging and processing facility (TDSPF).

1.8 Debris Manager

1.8.1 The AGENCY will designate a Debris Manager, who will provide oversight for all phases of debris removal operations.

1.9 Debris Removal

1.9.1 Picking up debris and taking it to a DMS, composting facility, recycling facility, permitted landfill, or other reuse or end-use facility.

1.10 Demolition

1.10.1 Demolition is the act or process of reducing a structure, as defined by the Territory of Puerto Rico or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

1.11 Description of Designated Area

1.11.1 The designated area for debris removal is bounded by the AGENCY'S jurisdictional limits and includes all State Roads ROWs, easements, parks, and debris staging areas within the areas of the AGENCY

The AGENCY may also authorize the CONTRACTOR to remove debris from NON-AGENCY roadways or other areas as directed in writing by the AGENCY prior written agreement with the entity with jurisdiction including right of entry.

1.11.2 All debris identified by the AGENCY shall be removed. The CONTRACTOR shall make up to two complete passes through the AGENCY'S limits, removing all debris along each ROW. The AGENCY may or may not require the CONTRACTOR to perform a third pass. Partial removal of debris piles is strictly prohibited. The CONTRACTOR shall not move from one designated area to another designated area without prior approval from the AGENCY or its representative. Any eligible debris (such as fallen trees) that extends onto the ROW from private property shall be cut at the point where it enters the ROW, and the part of the debris that lies within the ROW shall be removed. The CONTRACTOR shall not enter onto private property during the performance of this contract unless specifically authorized in writing by the AGENCY.

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1.11.3 The CONTRACTOR shall deliver debris to disposal sites that have been permitted to receive disaster debris and will adhere to all State, Local, and Federal regulations.

1.11.4 Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than six (6) inches beyond the sides of the truck bed. Any debris extending above the top of the truck bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to the disposal site.

1.11.5 All debris will be mechanically loaded. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at DMS(s), unless approved in advance by the AGENCY.

1.11.6 Loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on-site. Hand crews and rakes will be required.

1.11.7 The CONTRACTOR will provide an on-site Project Manager to the AGENCY. The Project Manager shall provide the AGENCY with a telephone number at which the Project Manager can be reached throughout the project. The Project Manager will be expected to have daily meetings with the AGENCY representatives. Daily meeting topics will include but will not be limited to volume of debris collected, completion progress, local coordination, and damage repairs. The AGENCY may adjust the frequency of meetings. The CONTRACTOR Project Manager must be available 24 hours-a-day, or as required by the AGENCY.

1.11.8 The AGENCY may provide the CONTRACTOR with potential DMS(s). The CONTRACTOR will be responsible for returning the DMS(s) to its original condition, abiding by all State and Federal environmental regulatory requirements.

- a. DMS locations to be determined within the AGENCY service request form.
- b. Once DMS locations are identified, the CONTRACTOR will be provided with the address, GPS coordinates, and estimated acreage of each DMS.
- c. Based on the severity of the disaster, the AGENCY may task the CONTRACTOR with locating additional sites available to be used as DMS(s).
- d. The AGENCY does not warrant or guarantee the availability or use of any dump sites. The CONTRACTOR must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved in writing by the AGENCY. The CONTRACTOR will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS(s) operations and remediation must comply with all Local, State, and Federal safety and environmental standards. CONTRACTOR reduction, handling, disposal, and remediation operations must be approved in writing by the AGENCY.
- e. Payment for disposal costs (such as tipping fees) incurred by the CONTRACTOR at permitted disposal facilities, or other Agency-approved sites that meet Local, State, and Federal regulations for disposal, will be made at the cost incurred by the CONTRACTOR. The CONTRACTOR must furnish a copy of the invoice received by the disposal facility, all

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scale or load tickets issued by the disposal facility, and proof of CONTRACTOR payment to the disposal facility.

1.11.9 The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and Local governments or agencies, or of any public utilities.

1.11.10 The AGENCY reserves the right to inspect the DMS(s), verify quantities, and review operations at any time.

1.11.11 The CONTRACTOR shall be capable of assembling, directing, and managing a workforce that can be fully operational in debris management operations in a maximum of seventy-two (72) hours, or sooner. Operations must begin within twenty-four (24) hours of notification by the AGENCY.

1.11.12 Debris management activities reimbursed through federal disaster programs may occur in areas protected by the Endangered Species Act.

1.11.13 Debris management activities reimbursed through federal disaster programs may occur in areas that are protected by the Historical Commission. The CONTRACTOR and the AGENCY will coordinate with the State Historic Preservation Office (SHPO) when appropriate.

1.12 Disaster Specific Guidance (DSG)

1.12.1 DSG is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to by its numerical identification.

1.13 Eligible

1.13.1 Eligible means qualifying for and meeting the most current stipulated requirements (at the time the written Notice to Proceed is issued and executed by the Agency to the CONTRACTOR) of the FEMA Public Assistance Program and Policy Guide (PAPPG) V2 all current FEMA fact sheets, guidance documents, and DSGs. Eligible also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

1.14 Endangered Species Act

1.14.1 Section 7 of the Endangered Species Act, 16 U.S.C. § 1536(a)(2), requires all Federal agencies to consult with the National Marine Fisheries Service (NMFS) for marine and anadromous species, or the United States Fish and Wildlife Service (FWS) for fresh-water and wildlife, if they are proposing an action that may affect listed species or their designated habitat. "Action" is defined broadly to include funding, permitting, and other regulatory actions.

1.14.2 Each Federal agency is to ensure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of a listed species or result in the destruction or adverse modification of a designated critical habitat. This is done through consultation. If such

species may be present, the Local government must conduct a biological assessment (BA) to analyze the potential effects of the project on listed species and critical habitat in order to establish and justify an effect determination (assistance and coordination may be available from the State of Texas, especially with transportation projects). The Federal agency reviews the BA and, if it concludes that the project may adversely affect a listed species or its habitat, it prepares a biological opinion. The biological opinion may recommend reasonable and prudent alternatives to the proposed action to avoid jeopardizing or adversely modifying the habitat.

1.15 FEMA Public Assistance Program and Policy Guide (PAPPG) V2

1.15.1 This publication is specifically dedicated to the rules, regulations, and policies associated with the Public Assistance process including Debris Removal. Familiarity with this publication and any revisions can help a Local government limit the amount of non-reimbursable expenses. It provides the framework for the debris removal process authorized by the Stafford Act, including the following:

- a. Eliminating immediate threats to lives, public health, and safety.
- b. Eliminating immediate threats of significant damage to improved public or private property.
- c. Ensuring the economic recovery of the affected community to the benefit of the community at large.

1.16 Grinding

1.16.1 Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

1.17 Hazardous Hanging Limbs

1.17.1 A limb that poses significant threat to the public. The eligibility requirements for dangers according to FEMA Public Assistance Program and Policy Guide (PAPPG) V2

- a. The limb must be greater than two (2) inches in diameter.
- b. The limb must be suspended in a tree and threatening a public use area.
- c. The limb must be located on improved public property.

1.18 Hazardous Leaning Tree

1.18.1 A tree is considered hazardous and defined as an eligible leaner when the trees present state is caused by a disaster, the tree poses a significant threat to the public, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Public Assistance Program and Policy Guide (PAPPG)V2 include:

- a. The tree has more than fifty (50) percent of the crown damaged or destroyed (requires written documentation from a certified arborist).
- b. The tree has a split trunk or broken branches that expose the heartwood.
- c. The tree has fallen or been uprooted within a public use area
- d. The tree is leaning at an angle greater than thirty (30) degrees.

1.19 Hazardous Stump

1.19.1 A stump is defined as hazardous and eligible for reimbursement if all the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Public Assistance Program and Policy Guide (PAPPG)V2 are:

- a. The stump has fifty (50) percent or more of the root ball exposed.
- b. The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- c. The stump is located on a public ROW
- d. The stump is poses an immediate threat to public health and safety.

1.20 Historic Preservation

1.20.1 In certain instances, debris operations may occur in designated areas (for example, DMS locations or private property) that are subject to historical preservation rules and regulations.

1.21 Household Hazardous Waste (HHW)

1.21.1 The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- a. HHW must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
- b. HHW removal must be the legal responsibility of the applicant.
- c. HHW must be a result of a major disaster.

1.21.2 The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected by the CONTRACTOR with written authorization by the AGENCY. Hazardous waste must be disposed of in accordance with all rules and regulations of Local, State, and Federal regulatory agencies.

1.22 Monitor

1.22.1 Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the AGENCY'S expectations and contractual requirements, and complying with all applicable Federal, State, and Local regulations. May also be referred to as a field inspector.

1.23 Personal Protective Equipment (PPE)

1.23.1 Equipment worn to minimize exposure to a variety of hazards

1.24 Recycling

1.24.1 The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

1.25 Refrigerant

1.25.1 Ozone-depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

1.26 Right-of-Entry (ROE)

1.26.1 As used by FEMA, the document by which a property owner confers to the or its CONTRACTOR or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

1.27 Right-of-Way (ROW)

1.27.1 The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.

1.28 Scale/Weigh Station

1.28.1 A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

1.29 Tipping Fee

1.29.1 A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped. May also be referred to as a disposal fee.

1.30 Used Electronics

1.30.1 End-of-life electronics (typically televisions, computers, and related components) that have been damaged by the disaster. May also be referred to as e-waste.

1.31 Vegetative Debris

1.31.1 Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber, and wood products.

1.31.2 Remains of standing trees that are clearly damaged beyond salvage.

1.32 White Goods

1.32.1 FEMA Public Assistance Program and Policy Guide (PAPPG) V2, eligible white goods are defined as discarded disaster-related appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- a. White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
- b. White goods removal must be the legal responsibility of the applicant.
- c. White goods must be a result of a major disaster.

2. Scope of Work and Rate Schedule Items

The CONTRACTOR shall have the capacity to manage a major workforce with multiple SUBCONTRACTORS and to cover the expenses of a major recovery prior to being paid by the AGENCY. The Contract will specify that Invoices will be paid on or before 90 days from receipt.

Established management teams must be in place. The CONTRACTOR shall have the resources to provide the equipment and personnel necessary to cover a disaster.

It shall be the CONTRACTOR'S responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris once the AGENCY issues a Notice to Proceed to the CONTRACTOR, unless otherwise directed in writing by the AGENCY.

Payment for disposal costs (such as tipping fees) incurred by the CONTRACTOR at an AGENCY-approved final disposal site that meet Local, State, and Federal regulations for disposal will be reimbursed by the AGENCY as a pass-through cost. Prior to reimbursement by the AGENCY, the CONTRACTOR must furnish an invoice in hard copy and electronic formats, all scale or load tickets issued by the disposal facility, and proof of CONTRACTOR payment to the disposal facility.

The Scope of Work under this contract includes the following elements:

2.1 Right-of-Way (ROW) Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris from the AGENCY ROW to an AGENCY-approved DMS or approved final disposal site in accordance with all Federal, State, and Local regulations.

2.2.1 Vegetative debris in the AGENCY ROW is defined as debris, resulting from a hurricane or other natural or human-caused disaster, that has been or will be placed along public ROWs, easements, AGENCY parks, alleys, AGENCY debris staging areas, and other areas as designated by the AGENCY.

2.2.2 For the purposes of this contract, eligible vegetative debris that is piled in immediate proximity to the actual legal street ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.

2.2.3 The CONTRACTOR will remove vegetative debris as directed by the AGENCY.

2.2.4 All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the AGENCY or its authorized representative.

2.2.5 The CONTRACTOR must provide traffic control as conditions require or as directed by the AGENCY.

2.2.6 Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed by the AGENCY or its authorized representative. The AGENCY will provide specific right-of-entry (ROE) legal and operational procedures.

2.3 ROW Construction and Demolition (C&D) Debris Removal

Under this contract, work may also include all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible C&D debris from the AGENCY ROW to an AGENCY-approved final disposal site in accordance with all Federal, State, and Local regulations.

2.3.1 C&D debris in AGENCY ROW is defined as disaster generated debris that has been or will be placed along public ROW, easements, AGENCY parks, alleys, and AGENCY debris staging areas.

2.3.2 For the purposes of this contract, eligible C&D debris that is piled in immediate proximity to the ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed

2.3.3 The CONTRACTOR will remove C&D debris from the ROW as directed by the AGENCY.

2.3.4 Once the debris removal vehicle has been issued a load ticket from the AGENCY'S authorized representative, the debris removal vehicle will proceed immediately to the AGENCY-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

2.3.5 All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the AGENCY or its authorized representative.

2.3.6 The CONTRACTOR must provide traffic control as conditions require or as directed by the AGENCY.

2.3.7 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed by the AGENCY or its authorized representative. The AGENCY will provide specific ROE legal and operational procedures.

2.3.8 C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The AGENCY or authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

2.4 Demolition, Removal, Transport, and Disposal of Non-RACM Structures

Under this contract, work could include all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible nonregulated asbestos-

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containing material (non-RACM) structures on private property within the jurisdictional limits of the AGENCY. Under this service, work will include asbestos-containing material (ACM) testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of non-RACM structures, as well as scattered C&D debris on private property, will be transported to an AGENCY-approved final disposal site in accordance with all Federal, State, and Local regulations.

2.4.1 Removal and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the AGENCY.

2.4.2 Entry onto private property will only be permitted when directed by the AGENCY. The AGENCY will provide specific ROE legal and operational procedures.

2.4.3 The CONTRACTOR is required to strictly adhere to all Local, State, and Federal regulations (such as obtaining demolition permits) for the demolition, handling, and transportation of non-RACM structures.

2.4.4 Decommissioning consists of the removal and disposal of all household hazardous waste (HHW), used electronics, white goods, and scrap tires from a non-RACM structure at a properly sanctioned facility in accordance with all applicable Federal, State, and Local regulations.

2.4.5 Any structurally unsound and unsafe structures will be identified and presented to the AGENCY for direction regarding decommissioning.

2.4.6 Removal and transportation of eligible non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the AGENCY'S authorized representative.

2.4.7 Once the debris removal vehicle has been issued a load ticket from the AGENCY'S authorized representative, the debris removal vehicle will proceed immediately to an AGENCY-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

2.4.8 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the AGENCY or its authorized representative. The AGENCY will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

2.5 Demolition, Removal, Transport, and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the AGENCY. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property,

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will be transported to an AGENCY-approved final disposal site in accordance with all Federal, State, and Local regulations.

2.5.1 The CONTRACTOR is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.

2.5.2 Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.

2.5.3 Any structurally unsound and unsafe structures will be identified and presented to the AGENCY for direction regarding decommissioning.

2.5.4 Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the AGENCY'S authorized representative.

2.5.5 Once the debris removal vehicle has been issued a load ticket from the AGENCY'S authorized representative the debris removal vehicle will proceed immediately to an AGENCY- approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

2.5.6 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the AGENCY or its authorized representative. The AGENCY will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

2.6 DMS Management and Operations

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction of disaster debris. Reduction methods must be approved by the AGENCY prior to commencement of reduction activities. DMS layouts and ingress and egress plans must be approved by the AGENCY.

2.6.1 Managing DMS location includes helping to obtain necessary Local, State, and Federal permits or approval and operating in accordance with all rules and regulations of Local, State, and Federal regulatory agencies, which may include but are not limited to the U.S. Environmental Protection Agency (EPA), PR Commission on Environmental Quality (PREQ) PR Historical Commission or other State agencies. The CONTRACTOR shall also be responsible for all costs associated with third-party groundwater and soil testing.

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2.6.2 Debris at the DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.).

2.6.3 If the alternate tonnage price schedule of this RFP is used, the CONTRACTOR shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of receiving the Notice to Proceed or written notice that the AGENCY intends to use the alternate tonnage price schedule of this RFP. The CONTRACTOR shall provide a sufficient number of scales meeting the AGENCY'S specifications to provide for the efficient delivery of waste streams without excessive wait times. The AGENCY shall decide what constitutes an excessive wait time. To the extent that the AGENCY determines that additional scales are required, certified scales must be operational within five (5) business days of the AGENCY'S written request.

2.6.4 The CONTRACTOR is responsible for maintaining the DMS(s) approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

2.6.5 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) traffic control (for example, traffic cones and staff with traffic flags).

2.6.6 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control (for example, an operational water truck, silt fencing, and other best management practices).

2.6.7 The CONTRACTOR is responsible for providing twenty-four (24)-hour security at DMS(s).

2.6.8 The CONTRACTOR will only permit CONTRACTOR vehicles and others specifically authorized by the AGENCY or its authorized representative on DMS locations.

2.6.9 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) utilities (for example, water, lighting, and portable toilets).

2.6.10 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) fire protection (for example, an operational water truck [sufficient and equipped for fire protection], fire breaks, and a site foreman).

2.6.11 The CONTRACTOR is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation is reflected in this scope of work. The AGENCY will be responsible for disposing of HHW/contaminant material segregated and stored in lined containers at the DMS(s).

2.6.12 The CONTRACTOR shall provide tower(s) from which the AGENCY or its authorized representative can make volumetric load calls. The tower provided by the CONTRACTOR will meet required minimum specifications.

2.6.13 The CONTRACTOR is responsible for operating the DMS(s) in accordance with Occupational Health and Safety Administration (OSHA), EPA, and PREQ guidelines.

2.6.14 Upon completion of haul-out activities, the CONTRACTOR shall restore the site to its original condition prior to site use at their own expense, abide by all Local, State, and Federal environmental regulatory requirements, and obtain a written release from the AGENCY or its authorized representative. Site remediation will include but is not limited to returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the END USER'S direction for DMS(s) operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all State and Federal environmental regulatory requirements and is subject to final approval by the AGENCY and Puerto Rico Environmental Agency.

2.7 DMS Management and Reduction by Grinding

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by grinding. Reduction methods are at the discretion of the AGENCY. Grinding must be approved by the AGENCY prior to commencement of reduction activities.

2.7.1 All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

2.7.2 The CONTRACTOR must obtain the AGENCY'S approval to reduce C&D debris. If approved for reduction by the AGENCY, C&D debris must be reduced via grinding for the AGENCY to compensate the CONTRACTOR for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.

2.8 DMS Management and Reduction by Incineration

Under this contract work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by incineration. Reduction methods (controlled open-air incineration and air curtain burning) are at the discretion of the AGENCY. Incineration must be approved by the AGENCY prior to commencement of reduction activities.

2.8.1 All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

2.9 Haul-Out of Reduced Debris to Final Disposal Site

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Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced eligible material (such as ash, compacted C&D, or mulch) from an AGENCY-approved DMS(s) to an AGENCY- approved final disposal site in accordance with all Local, State, and Federal regulations.

2.9.1 All un-reduced disaster debris must be transported to a final disposal site separately from reduced debris.

2.9.2 The CONTRACTOR shall provide the name and address of each disposal site to be used along with the name and the telephone number of a responsible party for each site, prior to commencing the work.

2.9.3 The CONTRACTOR shall not use any disposal site without the written consent of the AGENCY. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the AGENCY prior to issuing any such authorization.

2.9.4 The CONTRACTOR shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the CONTRACTOR, and the AGENCY for permission to post an THE AGENCY inspector at the site for verification of each load disposed.

2.9.5 The CONTRACTOR shall provide a sufficient number of debris site towers and/or certified scales meeting THE AGENCY specifications to provide for the efficient delivery of waste streams without excessive wait times. The AGENCY shall decide what constitutes an excessive wait time. To the extent that the AGENCY determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the AGENCY'S request and certified scales must be operational within five (5) business days of the AGENCY'S request.

2.9.6 At the completion of disposal operations, each disposal site will issue a written summary of the quantity, type, and origin of waste delivered.

2.9.7 The CONTRACTOR shall not receive any payment from the AGENCY for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a final disposal site that was not approved by the AGENCY.

2.10 Removal of Hazardous Leaning Trees and Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, control costs, and other associated costs necessary to remove all eligible hazardous leaning trees six (6) inches or greater in diameter, measured four (4) feet from the base of the tree or chest height, and eligible hazardous hanging limbs two (2) inches or greater in diameter in the AGENCY ROW. Further, debris generated from the removal of eligible hazardous leaning trees and eligible hazardous hanging limbs two (2) inches or greater in the AGENCY ROW will be placed in the safest possible location on the AGENCY ROW and subsequently removed in accordance with FEMA Vegetative Debris Policy. Eligible hazardous leaning trees less than six (6) inches in diameter, measured four (4) feet from the base of the tree or at chest height, will be flush

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cut, loaded, and removed. The AGENCY will not compensate the CONTRACTOR for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the AGENCY ROW, then the CONTRACTOR must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

2.10.1 Eligible hazardous leaning trees will be identified by the AGENCY or its authorized representative for removal. Removal and transportation of hazardous leaning trees six (6) inches or greater in diameter on the AGENCY ROW or private property will be performed as identified by the AGENCY or authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of hazardous leaning trees will be communicated to the CONTRACTOR in writing by the AGENCY or authorized representative. For hazardous leaning trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

- a. The tree has more than fifty (50) percent of the crown damaged or destroyed (requires written documentation from a certified arborist).
- b. The tree has a split trunk or broken branches that expose the heartwood.
- c. The tree has fallen or been uprooted within a public use area.
- d. The tree is leaning at an angle greater than thirty (30) degrees.

2.10.2 Eligible hazardous hanging limbs will be identified by the AGENCY or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter on the AGENCY ROW or private property will be performed as identified by the AGENCY'S authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of limbs will be communicated to the CONTRACTOR in writing by the AGENCY'S authorized representative. For hazardous hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

- a. The limb is greater than two (2) inches in diameter.
- b. The limb is still hanging in a tree and threatening a public use area.
- c. Pie limb is located on improved public property

2.11 Removal of Hazardous Stumps

2.11.1 Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree, in the AGENCY ROW. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety.

Further, debris generated from the removal of eligible hazardous uprooted stumps in the AGENCY ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with FEMA Stump Policy. Stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal vegetative debris and will be removed in accordance with FEMA policy. The AGENCY will not compensate the CONTRACTOR for removing hazardous stumps less than twenty-four (24) inches in diameter on a

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unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA Stump Conversion Table.

2.11.2 Eligible hazardous stumps will be identified by the AGENCY for removal. Removal and transportation of hazardous uprooted stumps in the AGENCY ROW and private property will be performed as identified by the AGENCY. All disaster-specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the CONTRACTOR in writing by the AGENCY. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirements:

- a. Over fifty (50) percent of the tree crown is damaged or broken and heartwood is exposed.
- b. Fifty (50) percent or more of the root ball is exposed.
- c. The stump is on THE AGENCY ROW and poses an immediate threat to public health, safety, or welfare

2.11.3 Stumps that are not attached to the ground will be considered normal vegetative debris and will be subject to removal as vegetative debris. Stumps with less than fifty (50) percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (that is, tree trunk) will be removed as vegetative debris. The cubic yard volume of the unattached stump will be based on the diameter conversion using the published FEMA Stump Conversion Table.

2.11.4 The AGENCY or its representative will measure and certify all stumps before removal.

2.11.5 Stumps shall only be collected after the AGENCY and the CONTRACTOR document and perform the following:

- a. Location - Determine that the uprooted stump is located on improved public property or a public ROW. Record and document the location using photography, map depiction, and specific descriptive notations.
- b. Size - Measure and record the diameter of the stump to be removed at the appropriate location.
- c. Marking - Eligible stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
- d. Stump Worksheet - Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump to capture the following information: 1) names and signatures of parties present; 2) physical location (street address, road cross streets, etc.); 3) stump number; 4) size of the stump; and 5) date of stump removal.

2.11.6. The unit stump price shall include but not be limited to stump extraction, stump cavity, filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

2.12 White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection of white goods, removal of refrigerants, transportation to an AGENCY-approved OMS, decontamination, and transportation to the AGENCY'S approved final disposal site.

2.12.1 White goods containing refrigerants must first have such refrigerants removed by the CONTRACTOR'S qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

2.12.2 The removal, transportation, and disposal of white goods includes obtaining a, necessary Local State, and Federal Handling Permits and operating in accordance with a, Local. State, and Federal regulatory agencies.

2.12.3 There are no disposal fees for residential white goods.

2.13 Used Electronics

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible used electronics from the ROW to an AGENCY-approved final disposal site. Eligible used electronics include but is not limited to disaster-damaged televisions, computers, computer monitors and microwaves in areas identified and approved by the AGENCY. The CONTRACTOR shall recycle or dispose of all eligible used electronics in accordance with all Local, State, and Federal regulations.

2.14 Household Hazardous Waste Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs. and other associated costs necessary for the removal, transportation, and disposal of HHW.

2.14.1 The removal, transportation, and disposal of HHW includes obtaining all necessary Local State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulations.

2.14.2 The collection methods shall include collection vehicles supplied by the CONTRACTOR which shall be capable of transporting HHW materials from the curb to the approved final disposal sites. All hazardous waste collection personnel shall wear Level D personal protective equipment (PPE) and carry a means of communication (for example, cell phone or radio) for safety and operational purpose. CONTRACTOR personnel shall observe all applicable safety requirements for the handling of HHW in accordance with applicable regulations. All HHW shall be examined prior to collection to ensure it is free of other more serious contaminants, including PCBs. Such serious and non-qualifying non-HHW waste shall be noted and scheduled for separate recovery by the

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AGENCY or CONTRACTOR as directed by the AGENCY. Debris identified as HHW shall be collected and placed in poly bags for temporary storage during transport to the approved final disposal site.

2.15 Abandoned Vessel and Vehicle Removal

Under this contract, work shall consist of the all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and haul-out of eligible vessels and vehicles in areas identified and approved by the AGENCY. The removed eligible vehicles will be hauled to an AGENCY-approved staging area and subsequently disposed of by the appropriate regulatory agency.

2.15.1 The removal, transportation, and disposal required for abandoned vessel and vehicle removal includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulations.

2.16 Animal Carcass Removal and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses in areas identified and approved by the AGENCY to an approved final disposal site. The carcasses will be hauled to an AGENCY-approved staging area and subsequently disposed of ... by the appropriate regulatory agency.

2.16.1. The CONTRACTOR will coordinate activities with the appropriate Local animal control agency.

2.16.2 The removal, transportation, and disposal of Animal Carcasses includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local State, and Federal regulations.

2.17 Other Debris Removal Work

Neither the CONTRACTOR nor any SUBCONTRACTOR shall solicit work from private citizens or others to be performed in the designated work areas during the term of this CONTRACT. The AGENCY reserves the right to require the CONTRACTOR to dismiss or remove from the project any workers as the AGENCY sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

2.18 Use of Local Resources

The CONTRACTOR will be able to use their own SUBCONTRACTOR resources to meet the obligations of the contract., The evaluation criteria do not include a local preference, however circumstances dictate that using qualified, licensed local resources will likely be in the interest of the proposer and the AGENCY.

2.19 Working Hours

Working hours of this CONTRACT shall only be during daylight hours, Monday through Sunday, or as otherwise directed by the AGENCY. No work outside these hours shall be allowed unless approved in advance by the AGENCY.

2.19.1 The CONTRACTOR shall conduct debris removal operations that generate noise levels above that normally associated with routine traffic flow during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the AGENCY and the CONTRACTOR. Unless otherwise directed, the CONTRACTOR must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four-hour, seven-(7)-days-a-week basis. No work will be performed on the following holidays without prior approval of the AGENCY:

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. Christmas Day

2.20 Debris Site Tower Specifications

The CONTRACTOR shall provide as many towers as designated by the AGENCY at each site for the use of the AGENCY representatives during their inspection of dumping operations.

2.20.1 If ingress and egress of the DMS(s) is of significant distance that the AGENCY or its authorized representative are unable to verify the entering and exiting trucks, then the CONTRACTOR may be required to provide a second tower.

2.20.2 The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from the surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor space, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. The platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all sides.

2.20.3 The CONTRACTOR shall provide a minimum of one (1) portable toilet at each dump site for the use of the AGENCY authorized representatives during their inspections of dumping operations. The toilet shall be provided prior to start of any dumping operations and will be kept in a sanitary condition by the CONTRACTOR throughout dumping operations.

2.20.4 Care shall be taken to place tower at sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the AGENCY due to unsuitable conditions at the tower.

2.21 Equipment

2.21.1 All trucks and other equipment must comply with all applicable Local, Tribal, State, and Federal regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, and must be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

2.21.2 Sideboards or other extensions to the bed are allowable provided they meet all applicable regulations, cover the front and both sides, and are constructed to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. To ensure compliance, equipment will be inspected by the AGENCY or authorized representative prior to its use by the CONTRACTOR.

2.21.3 Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated area during the period of this contract. Under no circumstances will the PROPOSER mix debris hauled for others with debris hauled under this contract.

2.21.4 Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to an approved DMS or an approved final disposal site.

2.21.5 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the AGENCY.

2.21.6 Hand-loaded vehicles are prohibited unless preauthorized in writing by the AGENCY following the event. All hand-loaded vehicles will receive an automatic fifty (50) percent deduction for lack of compaction.

2.22 Traffic Control

2.22.1 The CONTRACTOR shall mitigate the effects of their operations on local traffic to the fullest extent practical. The CONTRACTOR is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites.

2.22.2 The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices at all CONTRACTOR work areas to ensure the safety of vehicular and pedestrian traffic.

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2.22.3 The CONTRACTOR shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions to protect the designated area and the safety of the public.

2.22.4 All work shall comply with all applicable Local, State, and Federal regulations governing personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the CONTRACTOR. No further work shall take place until the deficiency is corrected. Neither the AGENCY nor the AGENCY'S authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

2.22.5 Highways, streets, or parts of the designated area closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.

2.22.6 All barricades, warning signs, lights, temporary signals, other protective devices, flag persons, and signaling devices shall meet the minimum requirements established in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received.

Traffic control will conform to the State's most current roadway and traffic design standards and the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways. The foregoing requirements are to be considered as minimum and the CONTRACTOR'S compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and CONTRACTOR'S employees throughout the designated area.

2.23 Damage to Public or Private Property

2.23.1 All items damaged as a result of CONTRACTOR or SUB-ONTRACTOR operations (for example, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, and turf) shall be repaired or replaced by the CONTRACTOR, at their expense, in a manner prescribed by and at the sole satisfaction of the AGENCY. The CONTRACTOR will be responsible for any invoices submitted to the AGENCY (such as by utility companies or landowners) that are determined to be the result of damage done by the CONTRACTOR. The AGENCY reserves the right to pay any such invoices and deduct the cost from the CONTRACTOR'S invoice. Repairs or receipt of repairs shall be completed and submitted to the AGENCY prior to submission of the CONTRACTOR'S invoice for work accomplished. If the CONTRACTOR fails to repair any damaged property, the AGENCY may have the work performed and charge the CONTRACTOR.

2.23.2 The CONTRACTOR shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means necessary. Failure to restore damage to public or private property to the satisfaction of the AGENCY will result in the AGENCY withholding retainage money in an amount sufficient to make necessary repairs.

2.24 Existing Utilities

2.24.1 Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be CONTRACTOR'S responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. The CONTRACTOR shall pay all such costs to the utility company for any adjustments.

2.24.2 The CONTRACTOR shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately-owned water and sewer facilities shall be made by the CONTRACTOR.

2.25 Environmental Protection

2.25.1 All chemicals of whatever nature used during project construction or furnished for project operations must be state and federally certified. Their use and disposal of all residues shall strictly comply with instructions.

2.25.2 The CONTRACTOR shall, at their own expense, ensure that noise and dust pollution is minimized to comply with all Local and State regulations and the approval of the AGENCY.

The CONTRACTOR shall comply in a timely manner with all directions of the AGENCY regarding the use of a water truck or other approved dust abatement measures.

2.25.3 The CONTRACTOR shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

2.26 Documentation and Measurement

2.26.1 Prior to beginning any work, the AGENCY or its authorized representative shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the AGENCY or its authorized representative prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an THE AGENCY authorized representative each time it returns to work from other contracts or communities.

2.26.2 The CONTRACTOR is responsible for ensuring that all SUB-CONTRACTORS maintain valid driver's licenses and equipment legally fit for travel on the road.

2.26.3 The CONTRACTOR shall designate one Project Manager. The Project Manager shall provide the AGENCY with a telephone number at which the Project Manager can be reached throughout the project.

2.26.4 Load tickets will be provided by the AGENCY or its authorized representative for recording volumes of debris removal.

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- a. Each load ticket shall consist of one original and four carbon-copy duplicates.
- b. Load tickets will be issued by the AGENCY authorized representative at the loading site. The AGENCY will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dump site, the vehicle operator will give the four copies to the AGENCY authorized representative at the dump site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the AGENCY authorized representative present at the dump site. The AGENCY authorized representative will validate, enter the estimated debris quantity, and sign the load tickets. The AGENCY will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the CONTRACTOR'S records.
- c. The CONTRACTOR shall give written notice of the location for work scheduled twenty-four (24) hours in advance to the AGENCY.

2.27 Ownership of Debris

All debris residing in the AGENCY ROW and the AGENCY provided DMS(s) shall be the property of the AGENCY until final disposal at a properly permitted disposal site. The CONTRACTOR shall be responsible removing debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the ROW as the result of road clearing, the AGENCY will direct residents to place debris in segregated piles along the ROW, separated as to the waste category. There may be a need to perform some curbside separation of the different waste materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the AGENCY. Any items requiring disposal at special sites shall be required to be monitored for the collection, complete haul, and delivery at the approved special site with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

2.27.1 All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless specifically directed by the AGENCY. Collection of municipal solid waste (MSW) is outside the scope of this contract. All debris handled by the CONTRACTOR shall become the property of the CONTRACTOR upon collection.

2.27.2 It is recognized that C&D debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. The Puerto Rico Department of Environmental Quality may issue orders for the classification and disposition of all disaster debris.

Based on these mandates and other applicable State and Federal reimbursement agencies, the character and disposal of waste streams will be determined. The CONTRACTOR and the AGENCY will establish a final disposal plan based on these mandates

3. Minimum Contract Requirements

The Proposer acknowledges that the contract to be awarded will include as a minimum the language included in the sample draft attached hereto to as Exhibit B.

4. INSURANCE

The Contractor will be required to comply with all local and federal insurance requirements for the work to be performed including but not limited to:

Puerto Rico State Insurance Fund

Commercial General Liability with limits no less than \$1,000,000.00

Hazardous or Ecological Insurance with limits no less than \$500,000.00

Driver's Insurance including coalition

5. PERFORMANCE BOND

The Successful proposers will be required to provide at the execution of the contract a Performance Bond in the amount of \$5,000,000.00

6. ZONES TO BE AWARDED

The Department of Transportation and Public Works for purposes of this contract has divided the Island in 5 zones, each of those zones is detailed below:

Zone 1 NORTH

Hatillo, Arecibo, Barceloneta, Manatí, Vega Baja, Vega Alta, Dorado, Toa Baja, Bayamón, Cataño, San Juan, Carolina, Canóvanas, Loíza, Toa Alta, Guaynabao, Trujillo Alto and Florida.

Zone 2 SOUTH

Yauco, Ponce, Guayanilla, Peñuelas, Santa Isabel, Coamo, Salinas, Juana Díaz, Guayama, Arroyo, Patillas, Maunabo, Villalba, Cayey and Cidra.

Zone 3 CENTER

Adjuntas, Orocovis, Morovis, Corozal, Barranquitas, Aibonito, Naranjito, Ciales, Las Marías, Maricao, Lares, Comerío and Aguas Buenas.

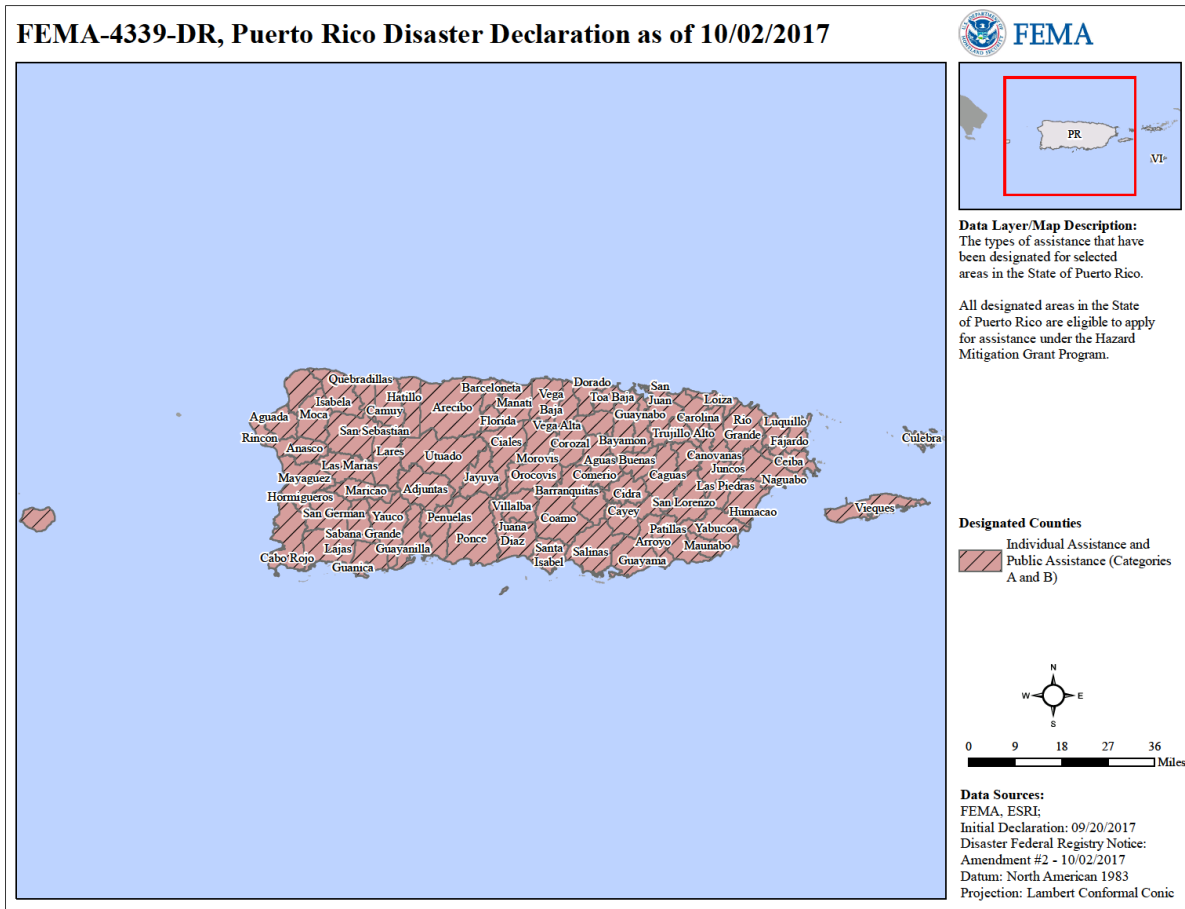
Zone 4 OESTE

Camuy, Quebradilla, Isabela, Aguadillas, Aguada, Añasco, Moca, Mayagüez, Hormigueros, Cabo Rojo, Lajas, Sabana Grande, San Germán, Guánica and San Sebastián.

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Zone 5 EAST

Río Grande, Luquillo, Fajardo, Ceiba, Naguabo, Humacao, Yabucoa, Vieques, Culebra, Las Piedras, Caguas, Gurabo, San Lorenzo and Juncos.



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Sample Debris Load Ticket

Load Ticket		Ticket No.	
Department of Transportation and Public Works		Prime Contractor	
Zone/Municipality		Sub-Contractor	
Truck Information			
Tuck No		Capacity	
Truck Driver (print legibly)			
Loading Information			
Loading	Time	Date	Inspector/Monitor
Location (Address or Cross Streets)			
When Using GPS Coordinates use Decimal Degrees (N xx.xxxxx)			
N		W	
Unloading Information			
Debris Classification		Estimated %CYs, or Actual	
Vegetation C&D White Goods HHW Other* See Below			
Unloading	Time	Date	Inspector/Monitor
DMS Name and Location			
*Other Debris Explanation		Original: PR DTPW Copy 1: Copy 2: Copy 3:	
 GOVERNMENT OF PUERTO RICO Puerto Rico Highway and Transportation Authority 