



Department of Property & Procurement

Government of the United States Virgin Islands

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March 25, 2021

AMENDMENT THREE (3) RFP-007-C-2021(P)—Provide Emergency Territorial and Federal Routes Debris Removal on the island of St. Croix, U.S. Virgin Islands

INSERT

Attached Revised Scope of Work

DELETE

Original Scope included in RFP

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT WITH THEIR BID PROPOSAL.

EMERGENCY TERRITORIAL AND FEDERAL DEBRIS REMOVAL

Scope of Work

1. GENERAL

The purpose of this contract is to provide debris cleaning and removal response assistance to the territory of the United States Virgin Islands once declared under a state of emergency or declared a disaster area by the Governor of the United States Virgin Islands.

2. SERVICES

The Contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repair) all equipment. All contract bid terms must include the cost of laborers, operators, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel.

The Contractor shall separate storm-related debris according to classification. Debris types include but are not limited to, vegetative debris, construction, and demolition (C&D) debris, white goods, and metals. The contractor shall load and remove separated debris from the territorial and federal route system right-of-way (ROW) to a debris dumpsite(s) at Estate Body Slob on the island of St. Croix or the grounds adjacent to the National Guard Armory and Eudora Kean High School at Estate Nazareth on the island of St. Thomas, (and/or an alternate site as approved by the Department of Public Works Program Manager).

The Department of Public Works (DPW) Program Manager will designate work sites throughout the island by sector or by roadway sections. Debris will be collected using trucks pre-certified by DPW. Placards provided by DPW will be placed on the trucks so that they are visible and easily read by the tower monitor. Signs will prominently display the following information: Prime Contractor name, Subcontractor name (if applicable), Unique Truck number, Cubic Yard capacity (determined during certification), Name of Inspector, and Inspection date.

NOTE: All mileage is approximated based on the US Virgin Islands' official road map.

The work shall consist of cleaning and removing all "eligible" debris (see section 4 for a definition of eligible debris) from territorial and federal roads, ROW of streets and roads as directed by the Public Works Program Manager. For this contract, the Right-Of-Way (ROW) is defined as the area within ten (10) feet from the edge of the pavement, or the area from the edge of pavement up to a permanent barrier such as a retaining wall – whichever is less. Work will include 1) examining debris to determine whether debris is eligible; 2) separating debris into categories established by the DPW Program; 3) loading separated debris; 4) hauling debris to an approved dump site, and 5) dumping the debris at the dumpsite. Ineligible debris (i.e., hazardous toxic material) will not be loaded, hauled, or dumped under this contract;

however, the Contractor must immediately notify the Program Manager when hazardous or toxic waste is found in his sector.

Debris removal shall include all eligible debris found on the ROW within the area designated by the Program Manager. The Program Manager may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time. The Contractor shall make as many passes through the designated area as required by the Program Manager. The Contractor must receive permission from the Department of Public Works Manager before commencing a subsequent pass. The Contractor shall not move from one designated work area to another designated work area without prior approval from the Program Manager. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut to the point where it enters ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract.

All debris removal activities must be monitored and verified by assigned Debris Monitors. A debris monitor must be present at each location, from start to finish. The debris monitor will verify that the debris removed is eligible. No debris is to be removed without the approval of the Debris Monitor. All load tickets must be verified by the Debris Monitor, therefore, any debris that has not been approved and verified on the load ticket by the Debris Monitor will be considered ineligible and will not be accepted at the debris collection sites.

All work shall be performed in compliance with the US Department of Transportation Manual on Uniform Traffic Controls for Streets and Highways, Part VI (Standards and Guides for Traffic Control for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations) (MUTCD), and in accordance with the Virgin Islands OSHA Safety Standards. The Contractor shall ensure that all Contractor personnel is capable of understanding safety concerns expressed in Part VI of MUTCD directly or through an interpreter. All equipment used under this contract must be in compliance with all federal and local rules and regulations. The Contractor must present his equipment for inspection before its use by the Contractor. The Contractor shall conduct its operations so as not to interfere with the disaster response and recovery activities of federal and local governments or agencies, or of any public utilities. All work shall be accomplished in a safe manner.

3. LOAD TICKETS

The Contractor is responsible for providing numbered multi-part (an original and three copies) load tickets, which will be used for recording volumes of debris removal. Load TICKETS WILL BE SUBMITTED BY THE Contractor to a Debris Monitor prior to departure from the designated debris removal work area.

- A. Unique ticket number
- B. Contractor name and telephone number
- C. Sub-contractor name and telephone number (if applicable)
- D. Truck Number
- E. Truck Capacity (already certified by US ACE)

- F. Truck Driver name
- G. Date
- H. Time, Start & Finish
- I. STEP Program Application Number - provided by Public Works for each address
- J. Address
- K. Latitude and Longitude
- L. Debris Classification
- M. DMS Location
- N. Signature fields for Monitors
- O. Capacity percentage and total number and type of appliances collected

Sample Debris Removal Load Tickets:

Hurricane _____	
Debris Removal Program- Island of _____	
Ticket number: _____	Date: _____
Contractor: _____	Telephone number: _____
Debris Collection Site: Estate name: _____ Departure time: _____	
Federal Route# _____ or Local Road Name _____	
Collection Monitor Name: _____	
Debris Disposal Site: _____ Arrival Time: _____	
Disposal Monitor Name: _____	
Debris Classification:	
<input type="checkbox"/> Biodegradable	<input type="checkbox"/> Non-Biodegradable
<input type="checkbox"/> Metal	<input type="checkbox"/> Other: _____
Load Haul: _____ cubic yards	
Vehicle Tag Number: _____	
Driver's Signature: _____	

The Multi-part load ticket must be filled out by the Contractor and given to the Collection Monitor prior to the departure from the loading site. The Collection Monitor will verify ticket information including debris collection site, time, and truckload; and return multi-part ticket to the vehicle operator. Upon arrival at the debris dumpsite, the vehicle operator will give the multi-part ticket the Disposal Monitor at the debris

dumpsite. The Disposal Monitor will validate the ticket, note arrival time, retain the original ticket and one copy and give the balance of the multi-part ticket and one copy and give the balance of the multi-part ticket to the driver for the Contractor's records.

4. DEBRIS CLASSIFICATION

Eligible Debris: Debris that is within the scope of this contract falls under several possible classifications to include, but not limited to Vegetative, Construction, and Demolition (C&D), White Goods & Metals. Debris that is classified as hazardous or toxic is not to be handled under this contract.

Vegetative Debris: Biodegradable debris includes all biodegradable matter except that included in the following definitions of other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; untreated structural timber; untreated wood products; and brush.

Construction and Demolition Debris: Debris resulting from the alteration, construction, destruction, rehabilitation, or repair to the rooves of the specified houses, which may include sheetrock, plywood sheathing, corrugated metal roofing, gutters, bathroom/kitchen cabinets, window, doors, tub, toilet, sinks, ceramic floor/wall tile, carpeting, etc.

White Goods: Refrigerators, A/C Units, Microwaves, Range and Ovens, and Water Heaters removed from specified houses.

Metal Debris. Metal debris includes, but is not limited to, metal products (i.e. mobile trailer parts, household appliances or white metal, etc.); and roofing materials.

Hazardous Toxic Waste (HTW). Hazardous or toxic materials or waste such as petroleum products, paint products, asbestos, electrical transformers, and other known or suspected hazardous materials shall be removed by others. Coordination for hazardous debris removal is the responsibility of the Government.

Other: Eligible debris that may be un-sorted or need to be handled differently (if applicable)

5. DUMPSITES

The Contractor shall use only debris dumpsite(s) designated by the Department of Public Works Program Manager. The dumpsite operator shall direct all dumping operations. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations. The Government makes no representations regarding the turn-around time at the dumpsites. Contractors are to abide by the working schedule of the dumpsite Operator. Only debris delivered to the DPW-approved dumpsite will be considered for compensation through this contract.

6. PERFORMANCE SCHEDULE

The Contractor must be available to commence debris clearance operations immediately after an "all clear" signal is given by the Virgin Islands Territorial Emergency Management Agency or announcement by the Public Works Commissioner over the electronic media (i.e., radio). The Contractor shall commence mobilization within twelve (12) hours to work areas designated by the Department of Public Works Program Manager. The Contractor shall work according to a schedule approved by DPW until designated work areas are cleared or until the Program Manager directs otherwise.

The maximum allowable time for completion will be ninety (90) calendar days unless the Government initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable territorial and federal law. Liquidated damages shall be assessed at \$200.00 per calendar day for any time over the maximum allowable time established by the contract.

7. EQUIPMENT

All trucks and other equipment must be in compliance with all applicable federal and local rules and regulations. Any truck used to haul debris must be equipped with a cover and a tailgate that will effectively contain the debris transport and permit the truck to be filled to capacity.

The Department of Public Works Program Manager must measure all trucks for the load capacity. Placards provided by DPW will be placed on the trucks so that they are visible and easily read by the tower monitor. Signs will prominently display the following information: Prime Contractor name, Subcontractor name (if applicable), Unique Truck number, Cubic Yard capacity (determined during certification), Name of Inspector, and Inspection date.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the Program Manager. Trailers towed by trucks are not permitted under this contract. The maximum load capacity for a pickup truck with sideboards is five (5) cubic yards.

The Contractor must present all equipment for inspection by the Program Manager prior to use, to determine hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Trucks or equipment, which are 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 work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract. Equipment used under this contract shall be

rubber-tired and sized properly to fit loading conditions. Excessive size equipment and non-rubber-tired equipment must be approved by the Program Manager before its use.

8. BARGING (NOT APPLICABLE TO THE ISLAND OF ST. CROIX)

The Contractor shall be responsible for transporting covered truck loads or containers of separated debris from the islands of St. John, Water Island, and Hassel Island to the designated debris site(s) identified by the Program Manager on the island of St. Thomas.

9. REPORTING

The Contractor shall submit a daily operations report to the Commissioner of Public Works on a weekly or bi-weekly basis, containing at a minimum the following information:

- A. Contractor's name, telephone number, and fax number
- B. Location of work assignment area(s)
- C. Daily hours worked by each employee by name, position title, crew number, and pay rate
- D. Number and type of each piece of equipment, including vehicle tag numbers and load capacity and whether equipment belongs to contractor or subcontractor
- E. Daily and cumulative totals (in cubic yards) of debris removed, by category
- F. Load tickets for the respective period
- G. Location(s) which may be described using street names, route numbers, GPS coordinates, and/or map(s) showing area of daily operations
- H. Cubic yard capacity of each piece of heavy equipment identified by vehicle tag number
- I. Supervisor's signature
- J. Summary of incidents or critical issues
- K. Confirmation of active Sam.gov registration, DUNS#, and no debarment

10. OTHER CONSIDERATIONS

The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel, equipment, and the adjacent area are the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees (including barging) necessary to perform under the terms of this contract. The Contractor must be duly licensed in accordance with the territory's statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for what permits are necessary to perform under this contract. Copies of all permits shall be submitted to the Program Manager.

The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractors'

actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Government.

The Contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal and local requirements. At a minimum, one flag person should be posted at each approach to the work area near the roadways. Work shall be accomplished in a safe manner.

11. MEASUREMENT

Measurement for separated eligible debris loaded and transported to the dumpsite(s) will be determined by the tower monitors when delivered to the debris site. Monitors will "call the load" by a percentage based on how full the load is, the type of debris, and the level of compaction. The percentage will then be used to calculate cubic yardage based on the truck capacity as determined during the truck certification process.

12. PAYMENT

Payment for the removal and transportation of separated eligible debris to the approved debris dumpsite(s) will be paid for under the contract bid item for eligible debris certified by the Contractor and approved by the Department of Public Works Program Manager. The total amount of debris to be removed under this contract will be determined in cubic yards collected and documented by load tickets and verified by actual measurement of the debris at the debris site.

The contractor is instructed to submit weekly or bi-weekly detailed invoices that must include, but is not limited to, the contract number; the amount to be paid to the Contractor; the period for which services were rendered; the dates worked; the area worked, and daily operations reports through the duration of the contract period or period of time invoiced for.

Sample Invoice:

STX Construction, Inc
#123 Estate Anna's Hope
P.O. Box 987, Kingshill VI 00851
TEL: (340) 555-0123
Tax ID: 66-9999999

Contract: SC-0123-DPW-2000
Period: 07/15/2000- 07/15/2000

1. 07/15/2000 Route #70 Estate Mount Pleasant 150 cubic yards @ \$5.00 \$750.00
Invoice number 001 through 075
2. 07/16/2000 Route #70 Estate Pleasant Prospect 125 cubic yards @ \$5.00 \$625.00
Invoice number 076 through 120
3. 07/17/2000 Route #70 Estate Adventure 130 cubic yards @ \$5.00 \$650.00
Invoice number 121 through 180

TOTAL DUE: \$2,025.00

I certify that the above information is true and correct.

John Smith, Sr., President
STX Construction, Inc.

Date

13. OTHER CONTRACTS

The Government reserves right to issue other contracts or direct other contractors to work within the area included in this contract.

14. INSURANCE

The Contractor shall maintain on his own Workmen's Compensation Insurance, Comprehensive General Liability Insurance against bodily injury with limits of \$100,000.00 and against property damage with limits of \$100,000.00 the cost of which shall be borne by the Contractor and maintained fully during the term of the contract.

A copy of the insurance listed herein shall be filed with the Department of Property & Procurement, 274 Estate Richmond, Christiansted, St. Croix.

The Contractor shall be liable for loss or damage to property or persons; however, in no case shall such negligence be presumed or inferred.

ADDENDUM II

Compensation

THE GOVERNMENT, IN CONSIDERATION of the satisfactory performance of the services described in the Scope of Work, agrees to make payment based on the actual invoice submitted by the Contractor. The contractor shall bill the Government for the number of cubic yards of debris transported to the debris site.

The parties agree that the unit price to be paid under this contract should be outlined in the Compensation Schedule. The parties further agree that payments will be made in accordance with approved invoices submitted to the Department of Public Works verified by actual measurement of the debris at the debris site.

The final payment is subject to the inspection and acceptance of the project by the Government, the submission of all pertinent warranties, and the Release of Claims. The contractor shall submit a Waiver of Liens or Affidavits of subcontractors who have release the contractor of its obligations. The contractor shall also submit a Consent of Surety to final payment, and upon the Government's request, any other documentation the Government deems necessary.

BID SCHEDULE Debris Removal

DEBRIS REMOVAL BID SCHEDULE					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
001.	Debris removal from the federal highway system	5,000	Cubic Yard		
TOTAL:					

Company Name: _____

Company Physical Address: _____

Company Mailing Address: _____

Tax indication Number: _____

Company Telephone: _____

Company Fax Number: _____

NOTE: Quantities listed above are for bid evaluation purposes only.