

Chatham County Disaster Debris Management Plan



Table of Contents

Promulgation Statement.....	1
Approval and Implementation	3
Signature Page	5
Record of Changes	6
Record of Distribution	8
Disaster Debris Management Plan.....	10
I. Purpose, Scope, Situation, and Assumptions.....	10
II. Concept of Operations.....	13
III. Organization and Assignment of Responsibilities	22
IV. Direction, Control, and Coordination.....	26
V. Information Collection, Analysis, and Dissemination	28
VI. Communications	29
VII. Administration, Finance, and Logistics	29
VIII. Plan Development and Maintenance.....	30
IX. Authorities and References	31

Chatham County Disaster Debris Management Plan

Appendix A: Acronyms.....	A-1
Appendix B: Definitions.....	B-1
Appendix C: Debris Management Map.....	C-1
Appendix D: Critical Facilities.....	D-1
Appendix E: TDMS Selection Survey	E-1
Appendix F: TDMS Selection and Permitting Process.....	F-1
Appendix G: Debris Removal Truck Certification	G-1
Appendix H: Debris Removal Routing (Haul Routing).....	H-1
Appendix I: Debris Removal Load Ticket.....	I-1
Appendix J: Debris Removal Loading Site Monitoring Checklist.....	J-1
Appendix K: Debris Disposal Site Monitoring Checklist	K-1
Appendix L: Debris Estimating Formulas	L-1
Appendix M: Debris Disposal Site Load Tracking Log	M-1

Appendix N: Right of Entry Agreement..... N-1

Appendix O: Safety Requirements and Considerations O-1

Appendix P: Force Account Labor and Equipment Forms.....P-1

Appendix Q: Public Information Template Q-1

Appendix R: Debris Management Request for Proposals Template R-1

Appendix S: Debris Monitoring Request for Proposals TemplateS-1

Promulgation Statement

Jim Crawford.
Chairman, Chatham County Board of Commissioners
Chatham County, North Carolina

CHATHAM COUNTY DISASTER DEBRIS MANAGEMENT PLAN PROMULGATION

The primary role of government is to provide for the welfare of its citizens. The welfare and safety of citizens is never more threatened than during disasters. The goal of emergency management is to ensure that mitigation, preparedness, response, and recovery actions exist so that public welfare and safety are preserved.

The Chatham County Disaster Debris Management Plan provides a comprehensive framework for county-wide debris clearance and removal. It addresses the roles and responsibilities of governmental organizations and provides a link to local, State, Federal, and private organizations and resources that may be activated to address debris management in Chatham County.

The Chatham County Disaster Debris Management Plan ensures consistency with current policy guidance and describes the interrelationship with other levels of government. The plan will continue to evolve, responding to lessons learned from actual disaster and emergency experiences, ongoing planning efforts, training and exercise activities, and Federal guidance.

Therefore, in recognition of the emergency management responsibilities of the County government and with the authority vested in me as the Chief Executive Officer of Chatham County, I hereby promulgate the Chatham County Disaster Debris Management Plan.

Jim Crawford
Chairman, Chatham County Board of Commissioners

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Approval and Implementation

This plan supersedes all other Chatham County Disaster Debris Management Plans dated before November 1, 2012.

The transfer of management authority for debris management actions during an incident is done through the execution of a written delegation of authority from an agency to the incident commander. Unless a new delegation of authority is executed, the existing authorities remain as written in this plan. This procedure facilitates the transition between incident management levels. The delegation of authority is a part of the briefing package provided to an incoming incident management team. It should contain both the delegation of authority and specific limitations to that authority.

The Chatham County Disaster Debris Management Plan delegates the County Commission's authority to specific individuals in the event that he or she is unavailable. The chain of succession in a major emergency or disaster for debris management operations is as follows:

1. Environmental Quality Director
2. Emergency Operations Director
3. Assistant County Manager

Date

Jim Crawford,
Chairman, Chatham County Board of Commissioners

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Signature Page

Tim Cunnup, Mayor
Town of Goldston

Cindy Perry, Mayor
Town of Pittsboro

John Grimes, Mayor
Town of Siler City

Renee Paschal, County Manager
of Chatham County

Record of Changes

Change #	Date	Part Affected	Date Posted	Who Posted

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Record of Distribution

Plan #	Office/Department	Representative	Signature
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Disaster Debris Management Plan

I. Purpose, Scope, Situation, and Assumptions

A. Purpose

This plan describes debris management processes that will be enacted following a natural disaster or other major incident affecting Chatham County, North Carolina. These efforts will require a coordinated effort with focus on the following objectives:

- Provide organizational structure and guidance for the clearance, removal and disposal of debris caused by a major natural or man-made event.
- Establish the most efficient and cost-effective methods to resolve disaster debris removal and disposal issues.
- Expedite debris removal and disposal activities in an effort to mitigate the threat to the health, safety and welfare of residents and visitors.
- Implement and coordinate private sector debris removal and disposal contracts to facilitate a rapid recovery.

B. Scope

The Disaster Debris Management Plan will serve as a supporting document to the Chatham County Emergency Operations Plan (EOP). It provides organizational structure and guidance for field operations in the clearance, removal, and disposal of debris caused by a natural disaster or other major incident. This plan shall apply to all County departments and agencies, identified support agencies, credentialed volunteers, contracted personnel, and Towns who/that adopt this plan by resolution.

C. Situation Overview

1. Chatham County is subject to the effects of many disasters, varying widely in type and magnitude. Chatham County's Emergency Operations Plan and Hazard Mitigation Plan recognizes and anticipates that flooding, hailstorms, hurricanes, tornados, thunderstorms, winter storms, and man-made hazards will mostly likely result in large amounts of debris.
2. Debris management operations in Chatham County will depend on the nature, duration, location, magnitude, and severity of the disaster incident generating debris. The quantity and type of debris generated, location of debris, and the geographic area over which the debris is dispersed directly impacts the type of collection, storage, reduction, recycling, and disposal methods used. It would

also determine the associated costs incurred and the speed with which the problem can be addressed.

3. Roads within unincorporated Chatham County are built and maintained by the North Carolina Department of Transportation (NCDOT). Therefore, the primary responsibility for debris removal along roadways in unincorporated Chatham County belongs to the NCDOT.
4. In a major or catastrophic disaster, because Chatham County may want to remove the debris in the unincorporated areas of the County, the County has a Memorandum of Agreement in place with the NCDOT for the County to accept responsibility for debris removal.
5. Many streets within townships are the maintenance responsibility of the Town. However, debris removal in the townships is the primary responsibility of the Town. State roads that run through a Town are the primary responsibility of the NCDOT. In a major or catastrophic disaster, because a Town may want to remove debris on the state roads that run through its townships, the Town would put a Memorandum of Agreement in place with the NCDOT for the Town to accept responsibility for debris removal.
6. Manmade disasters, such as a terrorist attack, in Chatham County may result in a large number of casualties and heavy damage to buildings and basic infrastructure. Crime scene constraints may hinder normal debris operations and contaminated debris may require special handling. These factors will necessitate close coordination with local, State, and Federal law enforcement, public health, and environmental officials.
7. The Chatham County Disaster Debris Management Plan provides the framework to unify the efforts of County departments and agencies, City governments, nongovernmental and voluntary organizations, and regional/Federal partners involved in debris management operations. When properly implemented, the result will be a coordinated and comprehensive effort to reduce the debris-related affects of a disaster.
8. The Chatham County Solid Waste & Recycling Facility is located at 28 County Services Road in Pittsboro, NC. There are 12 Solid Waste Collection Centers in the County in addition to the Solid Waste & Recycling Facility. A list of the collection center addresses can be requested from the Chatham County Solid Waste & Recycling Division. Some wastes are not accepted at either the collection centers or the Solid Waste & Recycling Facility due to

federal, state, and local laws. These items include, but may not be limited to, all liquids; fire, embers, or hot ashes; hazardous wastes or unknown wastes; poisons, herbicides, or pesticides.

D. Planning Assumptions

1. Execution of this plan will result in the removal of eligible debris. Eligible debris is defined as disaster-related vegetative materials, construction and demolition materials, household goods, and other materials deposited on public property, including public rights-of-way, as well as materials that present an immediate health and safety threat to the general public.
2. Debris operations during the response phase prioritize taking immediate actions for the clearing of debris to aid in search and rescue efforts, allowing access to critical facilities, and avoiding secondary effects such as flooding.
3. In Chatham County, a major natural or manmade disaster that requires the removal of debris from public or private lands and waters could occur at any time. Assistance for debris operations will be available from other jurisdictions through local Mutual Aid Agreements; however, in a major or catastrophic disaster, the County may have difficulty in locating staff, equipment, and funds to devote to debris removal in the short- and long-term.
4. If City and County debris removal capabilities are insufficient, a local State of Emergency will be declared and a request will be made to the State to assist with debris operations. The governor may declare a State of Emergency, which would authorize State resources to assist in debris management. The governor will request a Presidential Disaster Declaration if the disaster exceeds both local and State resources.
5. City resources will be supplemented by Mutual Aid Agreements from neighboring jurisdictions. When the cities are overwhelmed, assistance from the County will be requested.
6. When there is a Federal Disaster Declaration, the County will not clear or remove debris from State-managed roadways unless a formal Memorandum of Agreement with the North Carolina Department of Transportation is in place.
7. Debris on private property does not usually present an immediate health and safety threat to the public. It is the responsibility of the private property's owner to remove such debris. Other sources of funding, such as insurance, are available to property owners to cover the cost of the work. However, the cost of the removal of

disaster-generated debris on private property, which is moved to the public right-of-way, may be eligible for Federal reimbursement.

II. Concept of Operations

A. Disaster Debris Management Preparedness

The Chatham County Environmental Quality Department along with Chatham County Emergency Operations, will bring together stakeholders as a part of the disaster debris management planning process. Objectives will be to: identify debris management processes, determine roles and responsibilities, and review the details of this Plan. Additional areas that will be addressed as needed include:

1. Contractor Responsibilities:
 - a. Procedures for activation and call-up of contractor personnel and equipment.
 - b. Contractor vehicle identification and registration.
 - c. Debris hauling load ticket administration.
2. Identify additional potential Temporary Debris Management Sites (TDMS)
 - a. Review **Appendix E: TDMS Selection Survey**.
 - b. Review the selection and permitting process for TDMS in **Appendix F: TDMS Selection and Permitting Process**.
 - c. Request an assessment of the potential sites from the North Carolina Department of Environment Quality (NCDEQ).
 - d. Submit a permit request to NCDEQ.
 - e. The County has five (5) TDMS sites conditionally approved through the Division of Waste Management.
3. Mobilization and Operation of TDMS
 - a. The Environmental Quality Department will initiate planning for the establishment and operation of TDMS.
4. Haul Routing
 - a. The County Emergency Services, the NC Department of Transportation and the County Environmental Quality

Department have identified routes for debris hauling and removal from affected areas following initial damage and debris assessments. See Appendix H: Debris Removal Routing (Haul Routing).

5. Logistical Support
 - a. County Emergency Services will coordinate resources requests and logistical support for disaster debris management operations.
6. Financial Considerations
 - a. The County Finance Department will document all aspects of the debris management operations in coordination with Emergency Services. See **Appendix P**: Force Account Labor and Equipment Forms.
7. Debris Monitoring
 - a. Chatham County Emergency Services, in conjunction with the Environmental Quality Department, will assign County personnel or an approved contractor to monitor emergency roadway clearance, debris removal, and debris disposal activities.

B. Disaster Debris Management Response Phase

Disaster Debris Management Response Operations occur during and immediately after an event to clear emergency access routes, eliminate immediate threats to life and property, restore essential services and facilitate damage assessments.

1. Emergency Roadway Clearance:
 - a. Coordinate with local electric companies to assess downed power lines and other immediate threats to first responders and debris clearance crews.
 - i. Ensure that local electric companies submit their damage assessment information to the County if they are an eligible private non-profit (PNP) applicant.
 - b. Conduct a situational assessment for debris management
 - i. Coordinate with Fire Departments to conduct windshield surveys.

- ii. Generate priorities for emergency roadway clearance.
- c. Determine personnel and equipment needs
 - i. Determine chainsaw crew composition.
 - ii. Determine number of crews to be deployed.
 - iii. Coordinate with Fire Departments to activate chainsaw crews.
 - iv. Coordinate heavy equipment requests with the Environmental Quality Department.
- d. Determine quality control needs
 - i. Field accountability and communications
 - 1) Assign a supervisor with communications capability to each chainsaw crew.
 - 2) Ensure that each supervisor has a copy of the Debris Clearance Monitoring Checklist.
 - 3) Each supervisor will be responsible for generating field documentation of debris clearance to account for personnel hours (labor hours) and equipment hours.
 - 4) See **Appendix P**: Force Account Labor and Equipment Forms for the Force Account and Equipment Summary Record Forms.
 - ii. Reporting
 - 1) Ensure that supervisory monitors submit debris clearance tickets to the Finance Officer.
- e. Outline health and safety requirements and considerations for debris-management operations.
 - i. See **Appendix O**: Safety Requirements and Considerations for safety requirements and considerations.
 - 1) Personal protective equipment.

- 2) Reporting hazardous waste.
 - ii. Ensure that the incident Safety Officer develops and conducts a briefing for all debris clearance field personnel.
- f. Develop a Public Information Plan for debris clearance
 - i. Communicate roadway clearance priorities and timelines.
 - ii. Communicate restrictions and guidelines for the clearance of debris and its removal from private property.
 - iii. See **Appendix Q: Public Information Template for the Public Information-Message Template.**
- g. Conduct debris clearance and monitoring activities.
- h. Determine decision point for transitioning to the debris removal phase.

C. Disaster Debris Management Recovery Phase

Disaster Debris Management Recovery outlines major debris removal and disposal operations, including temporary storage sites, volume reduction, and permanent disposal.

- 1. Debris Removal
 - a. Evaluate the composition of debris to be removed.
 - b. Determine personnel and equipment needs.
 - i. Determine crew composition based on disaster characteristics.
 - c. Determine quality control needs
 - i. Truck Certification
 - 1) Proper documentation of debris removal operations begins with the certification of equipment to be used in this phase of debris management.
 - 2) Conduct safety checks for all equipment.

- 3) Certify the capacity of hauling trucks (i.e., in cubic yards or in tons). See **Appendix G: Debris Removal Truck Certification**.
- ii. Field Accountability and Reporting
 - 1) Assign a supervisor with communications capability to each loading crew.
 - a) Ensure that each supervisor has a copy of the Monitoring Checklist, see **Appendix J: Debris Removal Loading Site Monitoring Checklist**.
 - b) Ensure that each supervisor with a load crew fills out their load tickets, see **Appendix I: Debris Removal Load Ticket**.
 - c) In operations where contract crews are working, contract crews must be monitored by County or Town personnel or agents acting on behalf of the County or Town.
 - 2) Assign a supervisor with communications capability to each TDMS.
 - a) Ensure that each TDMS supervisor uses the Disposal Site Monitoring Checklist (see Appendix K: Debris Disposal Site Monitoring Checklist) and communicate problems to the County's Emergency Operations Center (EOC).
- iii. Geographic Information System (GIS)
 - 1) Generate a map overlaid with a grid of each debris zone based on debris removal passes.
- d. Develop a public information plan for debris removal
 - i. Utilize the Code Red™ system to notify the public.
 - ii. Timeline for debris removal passes.
 - iii. Landfill restrictions and disposal locations.

- iv. Information on crews passing through neighborhoods.
- e. Conduct debris removal passes
 - i. Pass 1: Woody/Vegetative
 - ii. Pass 2: Construction and Demolition
 - iii. Pass 3: Household Hazardous Waste
- 2. Debris Reduction
 - a. Identify TDMS needs and locations
 - i. Develop criteria for TDMS operations
 - 1) Lined temporary storage areas for ash and household hazardous waste.
 - 2) Buffer zones to abate concerns over smoke, dust, noise, and traffic.
 - 3) Truck access and on-site traffic.
 - 4) Environmental permits if required.
 - ii. Review **Appendix C**: Debris Management Map for identified and potential TDMS sites and **Appendix E**: TDMS Selection Survey for the TDMS Selection Checklist. Revise TDMS locations as needed based on the emergency situation.
 - iii. Ensure compliance with the Debris Disposal Site Monitoring Checklist shown in **Appendix K**: Debris Disposal Site Monitoring Checklist.
 - iv. Review **Appendix O**: Safety Requirements and Considerations for TDMS Safety Requirements and Considerations.
 - b. Conduct debris reduction actions:
 - i. Chipping and grinding
 - 1) Evaluate the opportunities, economics, and equipment needed to conduct chipping and grinding.

- ii. Incineration
 - 1) Ensure the County has a formal permit for incineration activities.
 - 2) Unload and incinerate uncontaminated vegetative debris.
 - 3) Remove ash from the incinerator to final disposition.
- iii. Recycling
 - 1) Research market opportunities and economics for recycling.
 - 2) Establish criteria to recycle specific types of debris.
- c. Develop a Public Information Plan for debris reduction
 - i. Overview of debris reduction and recycling processes.
 - ii. Guidelines on the types of material that can be recycled.
 - iii. Location of recycling centers for the general public.
- d. Closeout TDMS Operations
 - i. Prioritize site closures.
 - ii. Schedule closeout activities:
 - 1) Remove all debris from the site.
 - 2) Conduct an environmental assessment.
 - 3) Develop a Remediation Plan if needed.
 - 4) Request approval of the Remediation Plan by the North Carolina Department of Environmental Quality (NCDEQ).
 - 5) Execute remediation actions, if needed.
- e. Conduct a closeout inspection for each TDMS

- i. See **Appendix F**: TDMS Selection and Permitting Process for site closeout guidelines from NCDEQ.
3. Debris Disposal
 - a. Identify final disposition of whole, reduced, or recycled debris including:
 - i. Construction and demolition debris
 - ii. Household hazardous waste
 - iii. Putrescent debris
 - iv. Soil, mud, and sand
 - v. Stumps
 - vi. Vegetative
 - vii. Vehicles and Vessels
 - viii. White goods
 - ix. Tires
 - x. Animal Carcasses
 - b. Ensure that tipping fee cost structures include operating and maintenance costs, permitting fees, capital improvement costs, and taxes.
 - c. Investigate and compare landfill fees that are applicable to the County's debris disposal strategy.
 - d. Ensure proper documentation of landfill tipping fees and other operational costs.
 - e. The Debris Manager will coordinate debris disposal operations for all unincorporated portions of Chatham County. Identified contractors will collect and haul mixed debris from their assigned Debris Management Sites to designated C&D Debris Management sites or to designated private landfill sites. Clean woody debris will be hauled to the nearest designated Vegetative Debris Management Site for eventual burning or grinding. Municipality contractors will take all storm debris to the approved Municipal Debris Management Site. Clean woody debris will be hauled to the nearest Municipal Debris Management Site or approved

county Vegetative Debris Management Site. Mixed debris from unincorporated areas will be hauled to designated C&D Debris Management Sites or to designated landfill sites. Clean woody debris will be hauled to the nearest designated Vegetative Debris Management Site for eventual burning or grinding.

4. All vehicles hauling debris and contractor debris haulers will obtain a certified scale ticket and / or load ticket for each load of debris deposited at a private landfill. The contractors' scale ticket / load tickets will be turned into their supervisors at the end of each day. The supervisors will forward the scale tickets daily to the Debris Manager. The scale tickets / load tickets will be the verification documentation for landfill invoices. Private haulers will pick up garbage according to current procedures, routes and removal schedules. Special Missions
 - a. Hazardous Trees
 - i. Validate the condition of hazardous trees, including the presence of hangers, leaners, and stumps.
 - ii. Utilize appropriate forms to track force account labor and equipment costs for removal of hazardous trees (see **Appendix P: Force Account Labor and Equipment Forms**).
 - b. Ineligible Debris
 - i. Prevent the collection of ineligible debris—sweep the affected area for abandoned cars, white goods, illegal dump sites, and downed trees from subdivisions under development.
 - ii. Remove ineligible debris including:
 - 1) Debris from vacant lots, forests, heavily wooded areas, unimproved property, and unused areas.
 - 2) Debris on agricultural lands used for crops or livestock.
 - 3) Concrete slabs or foundations-on-grade.
 - 4) Reconstruction debris, consisting of materials used in the reconstruction of disaster-damaged and improved property.

5. Demobilization

- a. As debris clearance and removal operations are transitioned into disposal, local governments will finalize Demobilization Plans and begin to execute the demobilization efforts in line with the current debris situation.
- b. Chatham County recognizes that debris management operations may last from several days to months, depending on the scale of the incident. As such, responsible personnel will continue to evaluate methods for efficiency and improvement until all debris management operations have ceased.

III. Organization and Assignment of Responsibilities

A. General

Chatham County’s Emergency Support Functions (ESF) and pertinent supporting departments and agencies have emergency assignments in addition to their normal, day-to-day duties. The emergency assignments usually parallel or complement normal duties. The assignments of each ESF are listed in the following section. Each ESF is responsible for developing and maintaining its own Debris Management Procedures, along with the necessary training and education, which should contain details of how they will carry out the assignments in this plan. Supporting departments and agencies that provide debris management personnel will maintain Standard Operating Procedures (SOPs) that include the following details:

- 1. The specific emergency authorities to be assumed by a designated successor
- 2. When these authorities would become effective
- 3. When the delegated authorities would be terminated

Debris removal operations will be coordinated with other functions performing recovery operations after the incident. Coordination will take place within the Chatham County EOC and debris management operations will be directed by Chatham County Emergency Services.

B. Assignment of Responsibilities

The following is the assignment of responsibilities for each ESF and their supporting departments and agencies. The designated assignments apply

to all parts of the plan when a specific part is not designated. The expected support from external organizations and agencies is also included.

1. Fire Departments
 - a. Respond to requests to investigate and handle hazardous materials incidents.
 - b. Approve debris management burn sites in accordance with appropriate local requirements to ensure safe burning.
 - c. Issue bans on open burning based upon an assessment of local conditions and ensure the dissemination of this information to the public.
 - d. Supervise burn sites in accordance with all local requirements to ensure safe burning, subject to amendment by the Health Department and/or the Fire Marshall.
2. Chatham County Emergency Services
 - a. Coordinate with the NCDOT to clear State-owned roads and establish alternate routes around blocked roads and bridges.
 - b. Coordinate public alert/notification with Town and State emergency management agencies.
3. Chatham County Environmental Quality Department
 - a. Designate the Environmental Quality Director as the Debris Manager to oversee debris clearance and removal operations in the County.
 - b. Provide a liaison officer to the County's EOC to coordinate requests for debris removal and the resulting actions, as required.
 - c. Provide personnel and equipment to assist in clearing County-owned routes and access to critical facilities.
 - d. The County Environmental Quality Director shall be responsible for the coordination with franchise waste haulers to reestablish garbage collection in the unincorporated areas of the County. The County Division of Solid Waste & Recycling Operations Manager shall coordinate with the Debris Manager in matters regarding storm debris collection, transportation and disposal.

- e. The County Division of Solid Waste & Recycling Operations Manager shall be responsible for storm debris cleanup at solid waste facilities. The County Debris Manager may coordinate any on site open burning of vegetative debris. The County Debris Manager will provide a status report on the availability of disposal capacity and the types and quantities of storm debris being delivered to the landfill facilities for processing or storage. The Emergency Operations Director will be provided with regular status reports.
- 4. Chatham County Public Health
 - a. Evaluate possible environmental health issues from disaster debris
 - b. Assist in monitoring TDMS operations and closeout activities.
 - c. Regulate the burning at TDMS.
 - d. Assist, as necessary, in resolving all environmental and health issues.
- 5. Public Information Officer (PIO) - The PIO will develop a proactive Information Management Plan. Emphasis will be placed on actions that the public can perform to expedite the cleanup process. Flyers, newspapers, radio and TV public service announcements should be used to obtain the public's cooperation by separating burnable and non-burnable debris, segregating household hazardous waste, placing disaster debris at the curbside, keeping debris piles away from fire hydrants and valves, reporting locations of illegal dump sites or incidents of illegal dumping and segregating recyclable materials. Pickup schedules will be disseminated in the local news media and the County Emergency Information Hotline.
- 6. County Finance Officer - The Chatham County Finance Officer, or his/her designee, shall serve as Reimbursement Coordinator and will provide for the collection and compilation of all labor, equipment hours, materials / supplies and expenditures related to disaster response and recovery. The Reimbursement Coordinator will also manage the receipt and submission of all debris contractor payables through consultation with the Debris Management Consultant and Debris Manager. Under the direction of the County Finance Officer, the County Debris Manager will assure that debris

management contractors establish and maintain insurance coverage as required by the contract. In addition, the County Finance Officer, in cooperation with the Debris Management Consultant, will ensure that the identified contractors meet the contract requirements.

7. County Damage Assessment Officer-The County Damage Assessment Officer will be responsible for compiling all damage reports for county facilities using FEMA's Project Worksheet forms and coordinate the submission of these forms with the Reimbursement Coordinator and Debris Manager.
8. Hazardous Waste Services-The contractor(s) in accordance with established state and federal disposal regulations should separate Household Hazardous Waste (HHW). The contractor(s) shall provide to the Debris Manager recommendations for dealing with HHW materials. The contractor(s) shall ensure the coordination of inspections, notifications, and if necessary, cleanup or mitigation of any hazardous waste releases at identified facilities.
9. Debris Management Consultant(s)-Chatham County may hire a prime contractor to coordinate debris removal and other related activities. The contract will be handled as other service contracts are handled within the scope of county government. The Finance Officer, in cooperation with the Debris Manager, will make recommendations regarding selection of the vendor, scope of work, costs and other related issues. The identified prime contractor will hire and supervise sub contractors within the scope of the contract.
10. Police Departments
 - a. Assist in monitoring illegal dumping activities.
 - b. Assist in monitoring debris management sites to ensure compliance with local traffic regulations.
 - c. Coordinate traffic control at all loading sites and at entrances to and from the TDMS.
11. Power Companies
 - a. Assist the County and Towns with identifying and de-energizing downed electrical power lines.
 - b. Coordinate the restoration of electric service with County and Town debris clearance and removal operations.

IV. Direction, Control, and Coordination

A. Authority to Activate the Plan

1. The Chatham County Environmental Quality Department, County Manager's Office, and Emergency Management has the authority and responsibility to implement this plan.
2. In the event of a sudden and unexpected event, this plan will be activated in line and coordination with the Chatham County EOC. Activation of this plan may also occur in preparation for an expected incident that may require the County to support Town debris management operations (i.e., forecasted severe weather).
3. The Finance Officer or his / her authorized representative will be in contact with the firm(s) holding Debris Removal and Disposal Contract(s) and advise them of impending conditions. The contract is designed to have a qualified contractor(s) remove and lawfully dispose of all natural disaster generated debris, industrial or commercial hazardous waste. Debris removal may be limited to unincorporated streets, roads and other public rights of way based on the extent of the disaster by the N. C. Department of Transportation. Debris contract haulers may be limited to disaster related material placed at, or to debris immediately adjacent to, the edge of the rights of way by residents within designated Debris Management Zones.
4. The contractor, upon Notice to Proceed, will mobilize such personnel and equipment as necessary to conduct all debris removal and disposal operations as were previously detailed in the Debris Removal and Disposal Contract. All contractor operations will be subject to review by Chatham County Officials.
5. Chatham County recognizes the economy of disaster debris disposal through the use of local vegetative Debris Management Sites designated for volume reduction of clean woody debris. The county has pre-designated Vegetative Debris Management Sites for the sole purpose of temporarily storing and reducing clean woody debris through either burning or grinding. The contractor will operate the Debris Management Sites made available by the County. The contractor will be responsible for all site setup, site operations, rodent control, closeout and remediation costs. The contractor is also responsible for the lawful disposal of all debris reduction by products that their operations may generate at a Debris Management Site. A listing of all approved County Debris Management Sites will be provided.

6. Debris Management Sites will be established for mixed debris. These sites will be centrally located to handle construction and demolition (C&D) material. These C&D Debris Management Sites will be used to expedite the removal of mixed and C&D material from rights of way within the unincorporated portions of Chatham County. Municipalities will be allowed to use these sites upon approval of the Chatham County Debris Manager. A valid load ticket must accompany all material delivered to a County C&D Debris Management Site by County contractors. All material deposited at C&D Debris Management Sites will eventually be taken to a properly permitted landfill for final disposal.
7. The County Debris Manager may direct contractors to bypass C&D Debris Management Sites and approve the hauling of mixed C&D debris directly to a properly permitted landfill for disposal.
8. The Debris Manager, or their designee, will monitor the contractor's performance for debris removal and disposal operations in each Debris Zone. The Debris Manager will supervise the Field Inspection Teams consisting of county personnel. The Field Inspection Teams will monitor all contractor operations. The contractor will keep the Field Inspection Teams informed of cleanup progress and any problems encountered or expected.
9. The contractor will restore the Debris Management Sites as close to the original condition as is practical so that it does not impair future land uses. All sites are to be restored to the satisfaction of the county with the intent of maintaining the utility of each site.

B. Command Responsibility for Specific Actions

1. The chief elected officials will provide general guidance for debris management operations, including the clean-up, removal, and disposal of debris. During periods of heightened threat or after an incident has occurred, the County EOC will be activated.
2. The Incident Command System (ICS) will be used for all operations that apply to this plan.
3. If county resources are insufficient or inappropriate to deal with debris generated by a disaster, a request will be made for assistance from other jurisdictions pursuant to Mutual Aid Agreements or from organized volunteer groups. Mutual aid personnel and volunteers will work within ICS.

C. Multi-Jurisdictional Coordination System

While local jurisdictions retain both the authority and the obligation to manage local operations, the size, scale, and scope of a disaster that causes extensive damage and generates substantial debris may quickly exceed local capabilities.

Incidents involving multiple jurisdictions within Chatham County may be managed via a multi-jurisdictional coordination system by Chatham County Emergency Services. City and municipal liaisons will be present at the Chatham County EOC to maintain situational awareness and facilitate any local needs. The principles of the EOC, the ICS, and the National Incident Management System (NIMS) will be used for all operations described within and/or applicable to this Plan.

1. Coordination with State Agencies needs to occur before and during debris- management operations
 - a. North Carolina Department of Environmental Quality
 - b. North Carolina Department of Transportation
 - c. North Carolina Forest Service
2. Integration with Federal debris-assessment personnel and debris monitors will be coordinated through the State EOC, as needed and appropriate, to ensure full reimbursement.

V. Information Collection, Analysis, and Dissemination

A. Pre-Disaster Information

1. Model potential impacts
 - a. Projected waste stream for various hazard scenarios
2. Identify critical facilities
3. Identify debris clearance resources
4. Identify debris removal resources
5. Identify the number, size, and capacity of TDMS locations
6. Identify roads that are eligible for the Federal Highway Administration (FHWA) Emergency Relief Program

B. Daily Reports

1. Number of crews
 2. Number of trucks
 3. Amount of debris removed
 4. Safety reports
 5. TDMS information
- C. Periodic Reports
1. Source data on debris removed
 2. Reconciliation of source data at a periodicity specified by the County
 3. Projected debris removal completion date for planning purposes
 4. Projected initiation/completion of special debris or missions

VI. Communications

- A. The Communications Annex to Chatham County's EOP provides the necessary guidance to enable responders and others to communicate in real-time. Responders and emergency management personnel should refer to this document when the need arises.
- B. Each TDMS supervisor will be responsible for keeping the documentation of debris clearance and communicating it with the County EOC. Field communications will be accomplished through hand-held radios.

VII. Administration, Finance, and Logistics

- A. Force Account Resources
1. As the emergency unfolds, each Town's force account resources may commence emergency road clearance operations in conjunction with other resources. Emergency roadway clearance operations must progress rapidly; however, jurisdictions will conduct operations consistent with State and Federal policy regarding disaster reimbursement. Under a Federal disaster declaration, force account labor will only be reimbursed for overtime expenses that are necessary for the emergency clearing of debris.
- B. Mutual Aid Agreements

1. Should Town resources prove to be inadequate during emergency operations, requests may be made for assistance to neighboring towns and the County in accordance with the North Carolina Statewide Mutual Aid and Assistance Agreement. Such assistance may take the form of equipment, supplies, personnel, and/or other available assets.

C. Contracted Services

1. Activation of contracted services will be done under cooperative authority of the Emergency Services Director, or designee, and the Chatham County Finance Officer to include a Notice to Proceed and a twelve-hour mobilization expectation.
2. Please see the County Purchasing Policy for additional details.

VIII. Plan Development and Maintenance

- A. This plan was initially developed by a collaborative working group of vested parties, agencies, and individuals. Its content was gathered, revised, and formatted based on a discussion of previous debris-management operations, plans, and capabilities as well as updated FEMA guidance.
- B. All County/Town departments and agencies will maintain records of the personnel, equipment, load tickets, and material resources used to comply with this Plan. Such documentation will then be used to support requests for Federal reimbursement and assistance.
- C. All County/Town departments and agencies supporting debris operations will ensure 24/7 hour staffing during the implementation of this Plan, if the emergency or disaster requires it or if so directed by the Debris Manager.
- D. All County/Town departments are responsible for the annual review of this Plan in conjunction with the annual update of the County EOP. It will be the responsibility of each tasked department and agency to update its portion of the Plan and to ensure that any limitations and/or shortfalls are identified, documented, and work-around procedures developed, if necessary.
- E. The review will consider such items as:
 1. Changes in Concept of Operations
 2. Changes in Responsibilities
 3. Changes in pre-positioned contracts

- F. This plan will be activated at least once a year in the form of an exercise, a real-life event, or training in order to provide practical experience to those who are assigned responsibilities in this Plan.
- G. An After-Action Report (AAR) and Improvement Plan (IP) will be conducted following exercises and actual events. The effectiveness of this Plan and any recommended changes should be part of the AAR and IP process.

IX. Authorities and References

A. Legal Authority

1. Federal

- a. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. § 5121, et seq.
- b. 44 CFR Ch 1 (10-1-05 Edition) § 206.224 Debris Removal
- c. FEMA DAP 9523.4 – Demolition of Private Structures
- d. FEMA DAP 9523.11 – Hazardous Stump Extraction and Removal Eligibility
- e. FEMA RP 9523.12 – Debris Operations – Hand-Loaded Trucks and Trailers
- f. FEMA DAP 9523.13 – Debris Removal from Private Property
- g. FEMA RP 9525.7 – Labor Costs – Emergency Work
- h. FEMA RP 9580.4 – Fact Sheet: Debris Operations – Clarification: Emergency Contracting vs. Emergency Work
- i. FEMA RP 9580.201 – Fact Sheet: Debris Removal – Applicant’s Contracting Checklist
- j. FEMA RP 9580.202 – Fact Sheet: Debris Removal – Authorities of Federal Agencies
- k. FEMA DAP 9580.203 – Fact Sheet: Debris Monitoring
- l. 2 CFR 200.317 – 326 – Procurement Standards

- m. Other executive orders and acts pertaining to disasters enacted or to be enacted
- 2. State
 - a. North Carolina Emergency Management Act, G.S. 166A-1
 - b. North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement, revised January 2009
- 3. Local
 - a. Emergency Management Ordinance for the County of Chatham.

B. References

- 1. Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining Emergency Operations Plans, November 2010
- 2. National Incident Management System (NIMS), Department of Homeland Security, December 2008
- 3. National Response Framework, Federal Emergency Management Agency, January 2008
- 4. North Carolina Disaster Debris Planning Manual, February 2002
- 5. Chatham County Emergency Operations Plan, January 2016

Appendix A: Acronyms

AAR	After Action Report
ACB	American Certification Body
ACM	asbestos containing materials
C&D	Construction and Demolition
CFR	Code of Federal Regulations
CPG	Comprehensive Preparedness Guide
DAP	Disaster Assistance Program
DPW	Department of Public Works
ESF	Emergency Support Function
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GIS	Geographic Information System
HDPE	high-density polyethylene
HHW	Household Hazardous Waste
ICS	Incident Command System
IP	Improvement Plan
MSDS	Material Safety Data Sheet
NCDEQ	North Carolina Department of Environmental Quality
NCDOT	North Carolina Department of Transportation
NIMS	National Incident Management System
PA	Public Assistance
PET	polyethylene terephthalate
PNP	Private Non-Profit
PPE	Personal Protective Equipment
RP	[insert name]
TDMS	Temporary Debris Management Sites
USACE	United States Army Corps of Engineers

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Appendix B: Definitions

(The following definitions were provided in FEMA’s Debris Management Guide. Please modify them to fit your jurisdiction.)

Burning – Reduction of woody debris by controlled burning. Woody debris can be reduced in volume by approximately 95 percent through burning. Air curtain burners are recommended, because they can be operated in a manner to comply with clean-air standards.

Chipping or Mulching – Reducing wood-related material by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.

Construction and Demolition Debris (C&D) – Any type of solid waste resulting from land-clearing operations, the construction of new buildings, remodeling structures, or the demolition of any building or structure. Solid waste may include damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tiles, carpeting and floor coverings, window coverings, pipes, concrete, fully cured asphalt, equipment, furnishings, and fixtures.

Debris – Scattered items and materials that were broken, destroyed, or displaced by a natural disaster. Examples of debris include, but are not limited to, trees, construction and demolition (C&D) materials, and personal property.

Debris Clearance – Clearing the major roads and arterial streets by pushing debris to the roadside to accommodate emergency traffic.

Debris Removal – Picking up debris and taking it to a temporary storage site or permanent landfill.

Force Account Labor – In this context, State, tribal, or local government employees engaged in debris removal within their own jurisdiction.

Garbage – Waste that is normally picked up by a designated department, such as the County Solid Waste & Recycling Division or a private contractor. Examples: food, plastics, wrapping, papers.

Hazardous Waste – Any waste or combination of wastes of a solid, liquid, contained gaseous, or a semisolid form, which because of its/their quantity, concentration, or physical, chemical, or infectious characteristics may:

- Cause or significantly contribute to an increase in mortality or an increase in serious, irreversible, or incapacitating reversible illness; or

- Pose a substantial present or potential hazard to human health or the environment even when improperly treated, stored, transported, disposed of, or otherwise managed.

Includes materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive; and/or 4) Reactive. Such wastes may include, but are not limited to, those that are persistent in nature, assimilated, or concentrated in tissue or which generate pressure through decomposition, heat, or other means. The term does not include solid or dissolved materials in domestic sewage or solid or dissolved materials in irrigation-return flows or industrial discharges, which are point sources subject to State or Federal permits.

Household Hazardous Waste (HHW) – Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

Illegal Dumping – Dumping garbage and rubbish, etc., on open lots is prohibited. No garbage, refuse, abandoned junk, solid waste, or other offensive materials shall be dumped, thrown onto, or allowed to remain on any lot or space within the County.

Industrial Waste – Any liquid, gaseous, solid, or other waste substance, or a combination thereof, resulting from any process involving industry, manufacturing, trade, business, or the development of a natural resource.

Monitoring – Actions taken to ensure that a contractor complies with the contract scope of work.

Mutual Aid Agreement – A written understanding between communities, States, or other government entities, delineating the process of providing assistance during a disaster or an emergency. (See FEMA Response and Recovery Directorate Policy Number 9523.6, “Mutual Aid Agreements for Public Assistance”, dated August 17, 1999.)

Recycling – The recovery and reuse of metals, soils, and construction materials that may have a residual monetary value. The County encourages the voluntary participation of all of its residents to reduce the waste stream through recycling. Residents are strongly encouraged to recycle all items that are recyclable and dispose of those items that cannot be recycled in a landfill. Special containers are provided at numerous manned recycling and solid-waste centers for the storage and collection of:

- Newspapers
- Mixed Glass

- Mixed Paper
- Cardboard
- Aluminum cans
- #1-7 Plastic Container
-
- Used motor oil
- Lead acid batteries
- Scrap metals and appliances, including, but not limited to, refrigerators, stoves, and water heaters

Rights-of-Way – The portions of land over which facilities, such as highways, railroads, or power lines are built. Includes land on both sides of the highway up to the private property line.

Scale/Weigh Station – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped. A tipping fee may be charged accordingly. Also may be used to determine the quantity of debris picked-up and hauled.

Sweeps – The number of times a contractor passes through a community to collect all disaster-related debris from the rights-of-way. A sweep is usually limited to three passes through the community.

Temporary Debris Management Site – A location where debris is temporarily stored until it is sorted, processed, and reduced in volume and/or taken to a permanent landfill.

Tipping Fee – A fee, which is based on the weight or volume of debris dumped, which is charged by landfills or other waste-management facilities to cover their operating and maintenance costs. The fee may include an amount to cover the cost of closing the current facility and/or opening a new facility.

Trash – Non-disaster related yard waste, white metals, and/or household furnishings placed on the curbside for pickup by local solid waste management personnel. Not synonymous with garbage.

United States Army Corps of Engineers (USACE) – The primary missions of the USACE are the design and management of construction projects for the Army and Air Force and the oversight of flood control and navigation projects. The USACE may be tasked by FEMA to direct aspects of debris operations when direct Federal assistance, issued through a mission assignment, is needed.

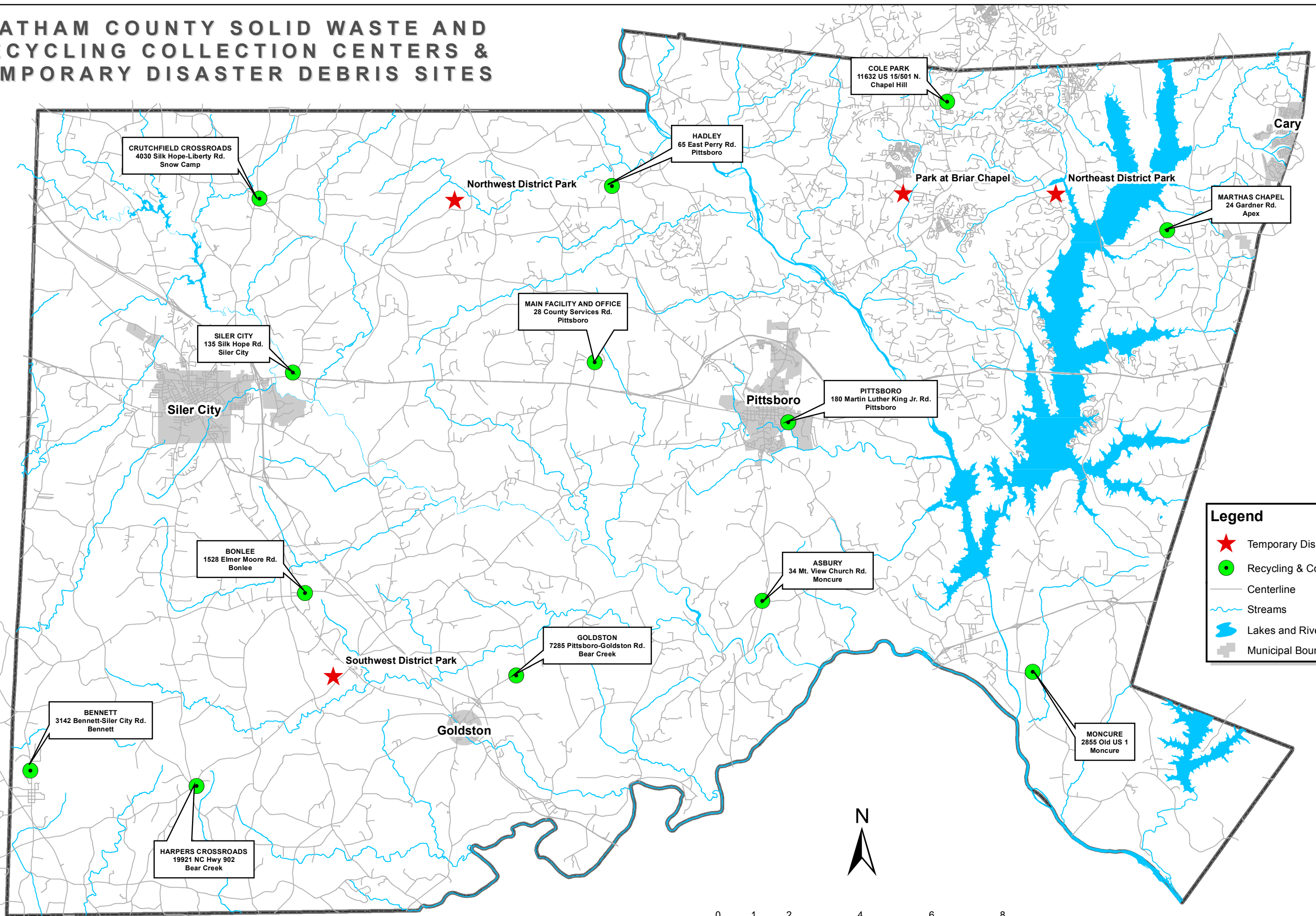
Volume Reduction Operations – Any of several processes used to reduce the volume of debris brought to a temporary debris storage and reduction site. The processes include,

but are not limited to, the chipping and mulching of woody debris, the shredding and baling of metals, and air-curtain burning.

White Metals – Household appliances, such as refrigerators, washers, dryers, and freezers.

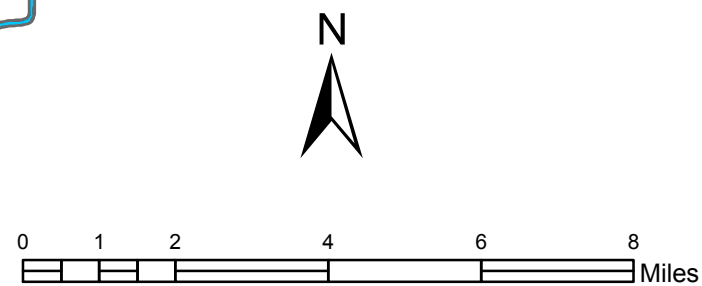
Appendix C: Debris Management Map

CHATHAM COUNTY SOLID WASTE AND RECYCLING COLLECTION CENTERS & TEMPORARY DISASTER DEBRIS SITES



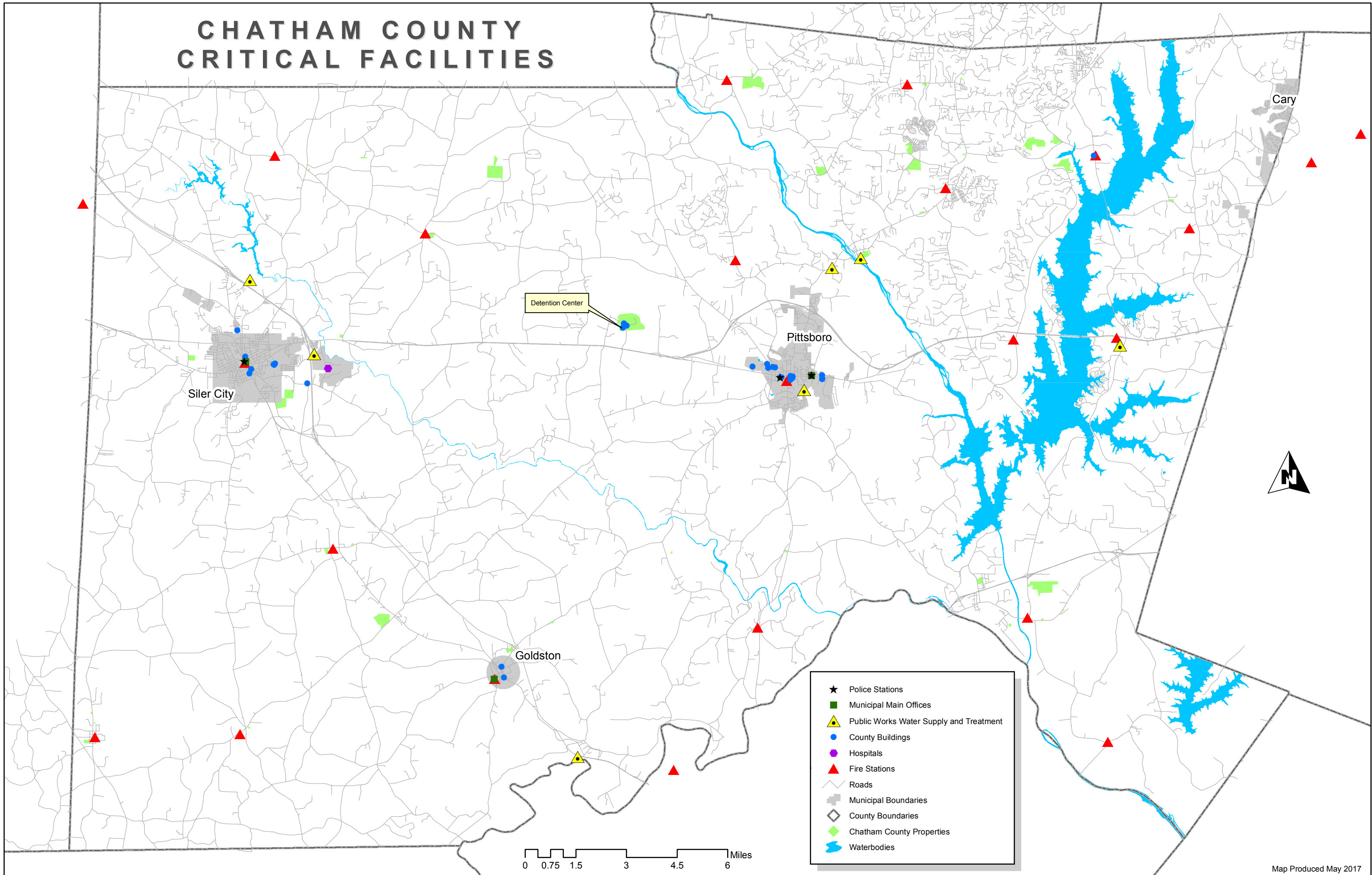
Legend

- ★ Temporary Disaster Debris Sites
- Recycling & Collection Centers
- Centerline
- ~ Streams
- ☑ Lakes and Rivers
- ▭ Municipal Boundaries



Appendix D: Critical Facilities

CHATHAM COUNTY CRITICAL FACILITIES



Detention Center

- ★ Police Stations
- Municipal Main Offices
- ▲ Public Works Water Supply and Treatment
- County Buildings
- Hospitals
- ▲ Fire Stations
- Roads
- Municipal Boundaries
- ◊ County Boundaries
- ◆ Chatham County Properties
- Waterbodies

0 0.75 1.5 3 4.5 6 Miles

Appendix E: TDMS Selection Survey

Date: _____ Overall Potential: _____

Debris Management Zone: _____ Map/Grid: _____

Disposal Site Location: _____
(Street address or nearest intersection)

Inspector: _____

Location	Y/N	Condition	G – Good F – Fair P – Poor
Public property?		Condition of surface drainage?	
Private property?		Noise acceptability?	
Within 100-year floodplain?		Smoke acceptability?	
<50 Acres (enter size: _____)		Suitable ingress/egress?	
50-100 Acres (enter size: _____)		Capable of handling a large number of vehicles and queueing?	
>100 Acres (enter size: _____)		Proximity to a major roadway?	
Adjacent to schools, hospitals, residential communities?		Can the site be easily prepared?	
Obvious environmental concern?		Approximate distance to closest established landfill?	
Open/clear land?		What type of vegetative cover is on the site?	
Wetlands, creeks, ponds on property?		If private, provide name, address, and phone number:	
Developed?			
Paved surfaces?			
Fenced? <i>(comment on length/type)</i>			
Onsite utilities? <i>(comment on type)</i>			
Remarks:			



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Appendix F: TDMS Selection and Permitting Process

The selection and permitting guidelines shown below are from the North Carolina Division of Waste Management Website.¹

Staging/Transferring Sites

Locating sites for staging/transferring C&D waste can be accomplished by contacting the Regional Solid Waste Section staff for evaluating potential sites and to revisit sites used in the past to see if site conditions have changed or if the surrounding areas have changed significantly to alter the use of the site. The following guidelines are presented in locating a site for "staging/transferring" and are considered "minimum standards" for selecting a site for use:

1. Sites should be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location in your county to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected.
2. Hauler unloading areas for incoming C&D debris material should be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
3. Storage areas for incoming C&D debris shall be at least 100 feet from the site property boundaries, on-site buildings/structures, and septic tanks with leach fields or at least 250 feet from off-site residential dwellings, commercial or public structures, and potable water supply wells, whichever is greater.
4. Materials separated from incoming C&D debris (white goods, scrap metal, etc.) shall be at least 100 feet from site property lines. Other non-transferable C&D wastes (household garbage, larger containers of liquid, household hazardous waste shall be placed in containers and transported to the appropriate facilities as soon as possible.
5. Sites that have identified wetlands should be avoided, if possible. If wetlands exist or wetland features appear at a potential site; verification by the local Corps of Engineers office or Division of Water Quality Regional Office will be necessary to delineate areas of concern. Once areas are delineated, the areas shall be flagged and a 100-foot buffer shall be maintained for all activities on-going at the site.
6. The Division of Land Resources, Land Quality Section, should be contacted for assistance on good erosion control measures and permitting guidance.
7. Dust control measures shall be implemented when necessary to prevent dust from moving off-site or causing visibility problems.
8. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trailers used to haul debris, and underground utilities need to

¹ North Carolina Division of Waste Management. Accessed online at <http://portal.ncdenr.org/web/wm/sw/dds>

- be identified due to the potential for site disturbance by truck/equipment traffic and possible site grading.
9. Sites shall have an attendant(s) during operating hours to minimize the acceptance of unapproved materials and to provide directions to haulers and private citizens bringing in debris.
 10. The operator shall manage the temporary debris management site to minimize the risk of fire. Any occurrence of fire, excluding authorized controlled burning, shall be reported within 24 hours to the Solid Waste Section Environmental Senior Specialist in your area.
 11. Sites should be secure after operating hours to prevent unauthorized access to the site. Temporary measures to limit access to the site could be the use of trucks or equipment to block entry. Gates, cables, or swing pipes should be installed as soon as possible for permanent access control, if a site is to be used longer than two weeks.
 12. When possible, signs should be installed to inform haulers and the general public on types of waste accepted, hours of operation, and who to contact in case of an emergency.
 13. Final written approval is required from the Solid Waste Section to consider any debris management site to be closed. Closure of processing/recycling sites shall be within six (6) months of receiving waste. If site operations will be necessary beyond this time frame, permitting of the site by the Solid Waste Section may be required. If conditions at the site become injurious to public health and the environment, then the site shall be closed until conditions are corrected or permanently closed. Closure of sites shall be in accordance with the Emergency/Disaster Debris Site Closure Guidance at the end of this appendix.

Processing/Recycling Sites

Management of C&D debris and source separated materials to be recycled shall be in accordance with permit conditions and operational requirements of permitted C&D Processing/Recycling Facilities and the following additional conditions:

1. Contact the Health Hazards Control Branch for information on managing asbestos containing materials (ACM's) or materials that are considered regulated asbestos containing materials.
2. Contact the Division of Pollution Prevention and Environmental Assistance at 919-715-6500 for an up to date copy of "Directory of Markets for Recyclable Materials" and a listing of suppliers/contractors with tub grinders, maulers, and other processing equipment for the recycling of C&D waste.
3. Sites should be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location in your county to verify these areas. Due to heavy rains associated with natural disasters and saturated conditions that result, flooding may occur more frequently than normally expected.
4. Storage areas for incoming debris should be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks,

- streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
5. Storage areas for incoming debris shall be located at least 100 feet from property boundaries and on-site buildings/structures.
 6. Sites that have identified wetlands should be avoided, if possible. If wetlands exist or wetland features appear at a potential site, verification by the local Corps of Engineers office or Division of Water Quality Regional Office will be necessary to delineate areas of concern. Once areas are delineated, the areas shall be flagged and a 100-foot buffer shall be maintained for all activities on-going at the site.
 7. Storage areas for incoming C&D debris shall be at least 100 feet from the site property boundaries, on-site buildings/structures, and septic tanks with leach fields or at least 250 feet from off-site residential dwellings, commercial or public structures, and potable water supply wells, whichever is greater.
 8. The Division of Land Resources, Land Quality Section should be contacted for assistance on good erosion control measures and permitting guidance.
 9. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trailers used to haul debris and the intense heat generated by the ACB device. Underground utilities need to be identified prior to digging pits for using the ACB device.
 10. Provisions should be made to prevent unauthorized access to facilities when not open for use. As a temporary measure, access can be secured by blocking drives or entrances with trucks or other equipment when the facilities are closed. Gates, cables, or other more standard types of access control should be installed as soon as possible.
 11. When possible, post signs with operating hours and information about what types of clean up waste may be accepted. Also include information as to whether only commercial haulers or the general public may deposit waste.
 12. Final written approval is required from the Solid Waste Section to consider any debris management site to be closed. Closure of processing/recycling sites shall be within 1 year of receiving waste. If site operations will be necessary beyond this time frame, permitting of the site by the Solid Waste Section may be required. If conditions at the site become injurious to public health and the environment, then the site shall be closed until conditions are corrected or permanently closed. Closure of sites shall be in accordance with the Emergency/Disaster Debris Site Closure Guidance at the end of this appendix.

Chipping and Grinding Sites

Locating TDMS for chipping/grinding of vegetative and land clearing debris will require a detailed evaluation of potential sites and possible revisits at future dates to see if site conditions have changed or if the surrounding areas have changed significantly to alter the use of the site. The following guidelines are presented in locating a site for "chipping/grinding" and are considered "minimum standards" for selecting a site for use:

1. Sites should be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location in your County to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected.
2. Storage areas for incoming debris and processed material should be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
3. Storage areas for incoming debris and processed material shall be at least 100 feet from the site property boundaries and on-site buildings/structures. Management of processed material shall be in accordance with the guidelines for reducing the potential for spontaneous combustion in compost/mulch piles.
4. Storage areas for incoming debris shall be located at least 100 feet from residential dwellings, commercial or public structures, potable water supply wells, and septic tanks with leach fields.
5. Sites that have identified wetlands should be avoided, if possible. If wetlands exist or wetland features appear at a potential site, the areas shall be flagged and a 100-foot buffer shall be maintained for all activities on-going at the site.
6. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trailers used to haul debris, and underground utilities need to be identified due to the potential for site disturbance by truck/equipment traffic and possible site grading.
7. Sites shall have an attendant(s) during operating hours to minimize the acceptance of unapproved materials and to provide directions to haulers and private citizens bringing in debris.
8. Sites should be secure after operating hours to prevent unauthorized access to the site. Temporary measures to limit access to the site could be the use of trucks or equipment to block entry. Gates, cables, or swing pipes should be installed as soon as possible for permanent access control, if a site is to be used longer than two weeks. Sites should have adequate access that prohibits traffic from backing onto public rights-of-way or blocking primary and/or secondary roads to the site.
9. When possible, signs should be installed to inform haulers and the general public on types of waste accepted, hours of operation, and who to contact in case of an emergency.
10. Grinding of clean wood waste such as pallets and segregated unpainted/non-treated dimensional lumber is allowed.
11. Final written approval is required from the County Emergency Management Coordinator to consider any debris management site to be closed. Closure of staging and processing sites shall be within six (6) months of receiving waste. If site operations will be necessary beyond this time frame, permitting of the site may be required. If conditions at the site become injurious to public health and the environment, then the site shall be closed until conditions are corrected or

permanently closed. Closure of sites shall be in accordance with the closure and restoration guidelines for Debris Management Sites.

Air Curtain Burner Sites

Locating sites that are intended for air curtain burning (ACB) operations is a coordinated effort between the Solid Waste Authority and local air quality officials for evaluating the surrounding areas and to reevaluate potential sites used in the past. The following guidelines are presented for selecting an ACB site and operational requirements once a site is in use:

1. Contact the local fire marshal or fire department for input into site selection in order to minimize the potential for fire hazards, other potential problems related to firefighting that could be presented by the location of the site, and to ensure that adequate fire protection resources area available in the event of an emergency.
2. The requirements for ACB device(s), in accordance with local air quality rules require the following buffers: a minimum of 500 feet from the AC13 device to homes, dwellings and other structures and 250 feet from roadways. Contact the local office of air quality for updates or changes to their requirements.
3. Sites should be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location in your County to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected. If ACB pit devices are utilized, a minimum two foot separation to the seasonal high water table is recommended. A larger buffer to the seasonal high water table may be necessary due to on-site soil conditions and topography.
4. Storage areas for incoming debris should be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
5. Storage areas for incoming debris shall be located at least 100 feet from property boundaries and on-site buildings/structures.
6. Air Curtain Burners in use should be located at least 200 feet from on-site storage areas for incoming debris, on-site dwellings and other structures, potable water supply wells, and septic tanks and leaching fields.
7. Wood ash stored on-site shall be located at least 200 feet from storage areas for incoming debris, processed mulch or tub grinders (if a grinding site and ACB site is located on the same property). Wood ash shall be wetted prior to removal from the ACB device or earth pit and placed in storage. If the wood ash is to be stored prior to removal from the site, then rewetting may be necessary to minimize airborne emissions.
8. Wood ash to be land applied on site or off site shall be managed in accordance with the guidelines for the land application of wood ash from storm debris burn sites. The ash shall be incorporated into the soil by the end of the operational day or sooner if the wood ash becomes dry and airborne.

9. Sites that have identified wetlands should be avoided, if possible. If wetlands exist or wetland features appear at a potential site it will be necessary to delineate areas of concern. Once areas are delineated, the areas shall be flagged, and a 100-foot buffer shall be maintained for all activities on-going at the site.
10. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trailers used to haul debris and the intense heat generated by the ACB device. Underground utilities need to be identified prior to digging pits for using the ACB device.
11. Provisions should be made to prevent unauthorized access to facilities when not open for use. As a temporary measure, access can be secured by blocking drives or entrances with trucks or other equipment when the facilities are closed. Gates, cables, or other more standard types of access control should be installed as soon as possible.
12. When possible, post signs with operating hours and information about what types of clean up waste may be accepted. Also include information as to whether only commercial haulers or the general public may deposit waste.
13. Closure of air curtain burner sites shall be within six (6) months of receiving waste. If site operations will be necessary beyond this time frame, permitting of the site may be required. If conditions at the site become injurious to public health and the environment, then the site shall be closed until conditions are corrected or permanently closed. Closure of sites shall be in accordance with the guidelines for closure and restoration of Debris Management Sites.

Land Application of Wood Ash from Burn Sites

1. Whenever possible, soil test data and waste analysis of the ash should be available to determine appropriate application rate.
2. In the absence of test data to indicate agronomic rates, application should be limited to 2 to 4 tons per acre/one-time event. If additional applications are necessary, due to the volume of ash generated and time frame in which the ash is generated, then an ash management plan will be needed.
3. Ash should be land applied in a similar manner as agricultural limestone.
4. Ash should not be land applied during periods of high wind to avoid the ash blowing off the application sites.
5. Ash should not be land applied within 25 feet of surface waters or within 5 feet of drainage ways or ditches on sites that are stabilized with vegetation. These distances should be doubled on sites that are not vegetated and the ash should be promptly incorporated into the soil.
6. Records should be maintained to indicate where ash is applied and the approximate quantities of ash applied.
7. As an option to land application, ash may be managed at a permitted municipal solid waste landfill after cooled to prevent possible fire.

8. Assistance in obtaining soil test data and waste analysis of ash should be available through County offices of the Extension Service.

Reducing the Potential for Spontaneous Combustion in Compost or Mulch Piles

1. When ground organic debris is put into piles, microorganisms can very quickly begin to decompose the organic materials. The microorganisms generate heat and volatile gases as a result of the decomposition process. Temperatures in these piles can easily rise to more than 160 degrees Fahrenheit. Spontaneous combustion can occur in these situations.
2. Spontaneous combustion is more likely to occur in larger piles of debris because of a greater possibility of volatile gases building up in the piles and being ignited by the high temperatures. If wind rows can be maintained 5 feet to 6 feet high and 8 feet to 10 feet wide, volatile gases have a better chance of escaping the piles, and the possibility of spontaneous combustion will be reduced.
3. Turning piles when temperatures reach 160 degrees can also reduce the potential for spontaneous combustion. Pile turning provides an opportunity for gases to escape and for the contents of the pile to cool. Adding moisture during turning will increase cooling. Controlling the amount of nitrogen-bearing (green) wastes in piles will also help to reduce the risk of fire. The less nitrogen in the piles the slower the decomposition process and consequently the less heat generated and gases released.
4. Large piles should be kept away from wooded areas and structures and should be accessible to firefighting equipment, if a fire were to occur. Efforts should be made to avoid driving or operating heavy equipment on large piles because the compaction will increase the amount of heat build-up, which could increase the possibility of spontaneous combustion.

Temporary Debris Management Site Closure

Closure should be accomplished within 6 months of initial site approval. Once a site is no longer needed, it should be closed in accordance with the following guidelines. Closure is not considered complete until the following occurs:

Material Removal

1. All processed and unprocessed vegetative material and inert debris shall be removed to a properly approved solid waste management site.
2. Tires must be disposed of at a scrap tire collection/processing facility; white goods and other metal scrap should be separated for recycling.
3. Ash from approved air curtain burning operations shall be removed and disposed (completely cooled) at a properly permitted municipal solid waste landfill or land applied in accordance with the Division guidelines.
4. All other materials (e.g. unrecoverable metals, insulation, wall board, plastics, roofing material, painted wood, and other material from demolished buildings) that is not inert debris (see #1 above) as well as inert debris that is mixed with such materials

shall be removed to a properly permitted C&D recycling facility, C&D landfill, or municipal solid waste landfill.

Stabilization

Site shall be stabilized with erosion control measures, including establishment of vegetative cover, in accordance with regulations of the North Carolina Division of Land Quality.

Agency Approval

The North Carolina Division of Waste Management shall review any temporary site to determine if the closure provisions outlined herein have been adequately addressed.

Site Re-Approval

Sites that were approved as temporary staging or processing sites will require time extension approval from the North Carolina Division of Waste Management for continuing reduction processing after six months. Sites shall be managed and monitored in accordance with North Carolina Solid Waste Management Rules and to prevent threats to the environment or public health.

Appendix G: Debris Removal Truck Certification

TRUCK CERTIFICATION FORM

General Information

Applicant: _____ **Monitor:** _____
Contractor: _____ **Date:** _____
Measurement Location: _____ **County:** _____
Declaration Number: _____

Truck Information

Make	Year	Color	License

Truck Measurements

Performed By: _____ **Date:** _____
Volume Calculated By: _____ **Date:** _____
Both Checked by: _____ **Date:** _____

Driver Information

Name: _____
Address: _____
Phone Number: _____

Owner Information

Name: _____
Address: _____
Phone Number: _____



Truck Identification



Truck Capacity

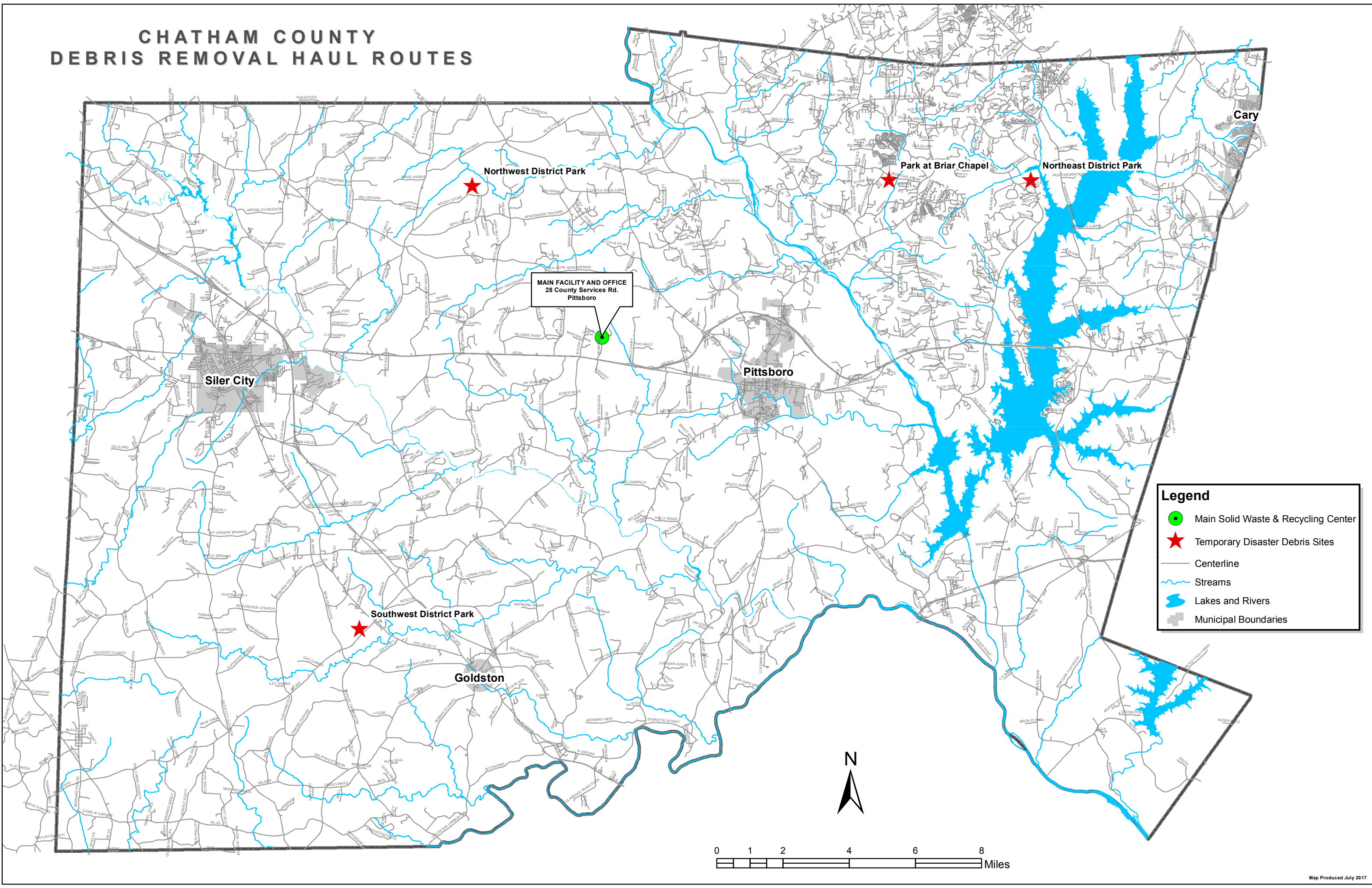


Photo

(See reverse for calculation worksheet)

Appendix H: Debris Removal Routing (Haul Routing)

CHATHAM COUNTY DEBRIS REMOVAL HAUL ROUTES



MAIN FACILITY AND OFFICE
28 County Services Rd.
Pittsboro

Legend

- Main Solid Waste & Recycling Center
- ★ Temporary Disaster Debris Sites
- Centerline
- ~ Streams
- ▭ Lakes and Rivers
- ▭ Municipal Boundaries

Appendix I: Debris Removal Load Ticket

The loading-site monitor must complete a Load Ticket for all debris-hauling vehicles. One copy should be kept by the monitor. The driver should carry the original and the remaining copies. The loading-site monitor is responsible for initiating load tickets wherever trucks are loaded and also for verifying the amount of debris hauled to the TDMS or a landfill.²

Chatham County Emergency Services Load Ticket	
Ticket Number: 000001	
Contract Number:	
Contractor's Name:	
Date:	
Driver's Name and Driver's License Number:	
Truck License Number:	
Measured Bed Capacity in Cubic Yards:	
Pickup Site Location:	
Time:	
Debris Classification:	
	Burnable Clean Wood Debris
	Non-Burnable Treated Lumber, Metals, C&D
	Mixed Burnable and Non-Burnable
	Other (Define)
Debris Disposal Site Location:	
Time:	

² FEMA 327 Public Assistance Debris Monitoring Guide. Appendix B. Accessed online at <http://www.fema.gov/government/grant/pa/policy.shtm>

Estimated Quantity of Debris on Truck in Cubic Yards:
Printed Name of Disposal Site Monitor: Signature:
Remarks:

Appendix J: Debris Removal Loading Site Monitoring Checklist

Date: _____ Arrival Time: _____ Departure Time: _____

Disposal Site Location: _____
Street address or nearest intersection

Monitor's Name: _____

Signature: _____

Is the Debris Removal Load Ticket being filled out properly?

Yes No

If "NO" explain actions taken:

Is the team loading eligible debris from the designated right-of-way (approximately 15' from curb)?

Yes No

If "NO" explain actions taken:

Are the trucks loaded to capacity?

Yes No

If "NO" explain actions taken:

Identify truck numbers observed while on site:

_____ ; _____ ; _____ ; _____ ; _____ ; _____ ;

_____ ; _____ ; _____ ; _____ ; _____ ; _____ ;

Were photographs taken of the loading site?

Yes No

If "YES" list photo log numbers:

Appendix K: Debris Disposal Site Monitoring Checklist

Date: _____ Arrival Time: _____ Departure Time: _____

Disposal Site Location: _____
Street address or nearest intersection

Monitor's Name: _____

Signature: _____

Is a copy of the Weight Ticket attached to a copy of the Load Ticket?

Yes No

If "NO" explain actions taken:

Are the trucks loaded to capacity?

Yes No

If "NO" explain actions taken:

Were photographs taken of the disposal site?

Yes No

If "YES" list photo log numbers:

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Appendix L: Debris Estimating Formulas

Heuristic Estimating

- 15 trees (8 inches in diameter) = 40 cubic yards (cy)
- Single wide mobile home = 290 cy
- Double wide mobile home = 415 cy
- Root system (8–10 feet in diameter) = One flat bed trailer to move
- Treat debris piles as a cube, not a cone, when performing estimates.
- Average pace = 2' 6"

Formulas

- Conversions:
 - 27 Cubic Feet = 1 cubic yard
 - One mile = 5,280 feet or 1,760 yards
- Building Formula:
 - $L \times W$ (bldg. footprint in feet) \times Number of Stories $\times 0.2 =$
_____cubic yards
- Debris Pile Formula:
 - $(L \times W \times H / 27) =$ _____cubic yards

Conversion Factors from Cubic Yards to Tons

- Mixed Construction and Demolition Debris = (500 lbs/cy) or (cy \times 0.25) = Tons
- Yard Vegetation = (300 lbs/cy) or (cy \times 0.15) = Tons
- Mulch = (500 lbs/cy) or (cy \times 0.25) = Tons
- Regular Trash = (300 lbs/cy) or (cy \times 0.15) = Tons
- Concrete = (2,000 lbs/cy) or (cy \times 1.0) = Tons
- Sand = (2,600 lbs/cy) or (cy \times 1.3) = Tons
- Land Clearing (root balls with dirt) = (1,500 lbs/cy) or cy \times 0.75 = Tons

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Appendix M: Debris Disposal Site Load Tracking Log

Debris Disposal Site Load Tracking Log							
Date		Supervisor's Name			Debris Contractor's Site Representative's Name		
Weather: (am):				Weather: (pm):			
Location				Monitor's Name(s)			
Truck No.	Ticket No.	Ticket Owner	Estimated Quantity (CY)	Monitor's Initials	Load Accepted	Load Denied	Remarks

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Appendix N: Right of Entry Agreement

I/We _____, the owner(s) of the property commonly identified as,

_____ State of _____
(Street)

_____ (City/Town) _____ (County)

do hereby grant and give freely and without coercion, the right of access and entry to said property in the County of _____, its agencies, contractors, and subcontractors thereof, for the purpose of removing and clearing any or all storm-generated debris of whatever nature from the above described property. It is fully understood that this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless the County of _____, State of _____, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waive any action, either legal or equitable that might arise out of any activities on the above described property. The property owner(s) will mark any storm damaged sewer lines, water lines, and other utility lines located on the described property.

I/We (have, have not) (will, will not) received any compensation for debris removal from any other source including SBA, ASCS, private insurance, individual and family grant program or any other public assistance program. I will report for this property any insurance settlements to me or my family for debris removal that has been performed at government expense.

For the considerations and purposes set forth herein, I set my hand this _____ day of _____, 20__.

Witness _____

Owner/Telephone Number/Address _____

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Appendix O: Safety Requirements and Considerations

This appendix describes safety strategies and standards, as required by FEMA, for application in the conduct of debris-management operations. These standards apply to employees, identified volunteers, contractors, and subcontractors that Chatham County, NC has engaged to collect, transport, dispose of, and manage debris in the event of an emergency, disaster, or other catastrophic incident. It will be the responsibility of the Incident Commander, or his/her designee, to inform the debris-management contractors (collection, removal, hauling, etc.) of these requirements.

Debris Collection Safety

These considerations apply to personnel engaged in the curbside collection of debris.

- **Training:** Persons who are engaged in the collection and transport of debris or who supervise operations should receive orientation and training on:
 - The wearing of protective clothing
 - Equipment requirements
 - Identified hazards of the situation (i.e. flooding, hazardous waste, downed power lines, etc.)
 - Job site safety requirements
 - Rules of entry for private property
 - First-aid measures and the availability of medical care
 - Care of encountered citizens
- **Personal Protective Equipment (PPE):** All personnel will be expected to use PPE including:
 - Hard hats
 - Safety boots (steel or reinforced toes)
 - Work gloves
 - Protective eye wear
 - High-visibility/reflective vests
- **Additional Considerations:**
 - Collection areas and work sites should be appropriately marked and, if possible, guarded with flaggers to alert traffic and pedestrians of potential hazards.
 - If possible, check points should be established within equipment and resource staging areas. These areas should be equipped with the necessary personal protective equipment as well as cover for protection from inclement weather, drinking water, first aid kits and food.

Debris Hauling Safety

These considerations apply to personnel (contract or otherwise) engaged in hauling of debris.

- **Equipment Checks and Services:** Vehicles and equipment to be used for debris hauling operations will be checked daily to ensure all safety features are functional. At a minimum, all vehicle lights, reflectors, the horn, windshield wipers, and brake systems must be checked
- **On-board Safety Requirements:** Vehicles should be equipped with appropriate fire suppression equipment (e.g., extinguishers, blankets), insurance information as well as hazard-warning reflectors and placards, if necessary. Trailers and open-bed vehicles must be properly tailgated and tarped in accordance with the North Carolina Department of Transportation and Federal mandates
- **Night and/or Limited Visibility Operations:** General debris management and hauling operations should not be conducted in darkness or in settings where visibility is limited, unless authorized by both the Incident Commander/Debris Management Coordinator.

Temporary Debris Management Site Safety

Personnel Safety Considerations

Personnel assigned to work at TDMS should be equipped with the minimum PPE identified above. Other safety considerations may include insect repellent, sun block, inclement weather gear, and airway protection (e.g., N95 respirators, masks)

Site Safety Considerations

Access to the site for ingress and egress is very important (e.g., for safety). All access points should be strictly controlled. The general public should not be permitted entry to TDMS without the direct approval of the Debris Management Coordinator. Traffic into, around, and out of TDMS should be controlled in accordance with the policies of the contractor and the site's operating plans. Fire suppression equipment should be on hand, including extinguishers, sand, and shovels. Safety information about an oil spill and other hazardous or chemical spills should be posted at each site, along with any other Material Safety Data Sheet (MSDS).

Appendix P: Force Account Labor and Equipment Forms

The FEMA Public Assistance (PA) Program regulates reimbursement of expenditures for emergency and disaster efforts related to debris management operations. When applicants to the PA Program utilize their own force account resources to perform debris removal and disposal, requests for reimbursement should be supported by documentation of the labor and equipment charges incurred in the operation, including:

- Payroll records of full-time and temporary employees who worked on the debris removal operation (See Figures 12.1 and 12.2)
- Records of applicant-owned equipment used in the debris removal operation
 - Including equipment hours in service, associated equipment rates, and the operator(s) name(s).
- Invoices for rented equipment
- Documentation from permitted final-disposal locations, including:
 - Invoices of disposal tipping fees
 - Quantities of debris disposed
- Documentation of the location of the debris removal activities, which demonstrates eligibility for reimbursement by FEMA and/or certifies that FEMA-eligible debris work was performed

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DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY FORCE ACCOUNT LABOR SUMMARY RECORD		O.M.B. No. 1680-0017 Expires December 31, 2011
APPLICANT: _____		PAGE _____ OF _____
LOCATION/SITE: _____	PROJECT NO.: _____	DISASTER: _____
DESCRIPTION OF WORK PERFORMED: _____	CATEGORY: _____	PERIOD COVERING: _____

	DATES AND HOURS WORKED EACH WEEK							COSTS				
	DATE	REG.	O.T.	REG.	O.T.	REG.	O.T.	TOTAL HOURS	HOURLY RATE	BENEFIT RATE/HR	TOTAL HOURLY RATE	TOTAL COSTS
NAME												
JOB TITLE												
NAME												
JOB TITLE												
NAME												
JOB TITLE												
NAME												
JOB TITLE												
NAME												
JOB TITLE												
TOTAL COSTS FOR FORCE ACCOUNT LABOR REGULAR TIME _____ \$												
TOTAL COST FOR FORCE ACCOUNT LABOR OVERTIME _____ \$												

I CERTIFY THAT THE INFORMATION ABOVE WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

CERTIFIED: _____	DATE: _____
------------------	-------------

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY FORCE ACCOUNT EQUIPMENT SUMMARY RECORD		PAGE ____ OF ____	O.M.B. No. 1660-0017 Expires April 30, 2013									
APPLICANT	PA ID NO.	PROJECT NO.	DISASTER									
LOCATION/SITE		CATEGORY	PERIOD COVERING									
DESCRIPTION OF WORK PERFORMED												
TYPE OF EQUIPMENT		DATES AND HOURS USED EACH DAY						COSTS				
INDICATE SIZE, CAPACITY, HORSEPOWER, MAKE AND MODEL AS APPROPRIATE	EQUIPMENT CODE NUMBER	OPERATOR'S NAME	DATE	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	TOTAL HOURS	EQUIPMENT RATE	TOTAL COST
GRAND TOTAL												
I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.												
CERTIFIED										TITLE		DATE

Appendix Q: Public Information Template

(Date)

(Time)

PRESS RELEASE

For Immediate Release

Debris Management

Chatham County, NC – Chatham County is beginning its recovery program in the wake of (Insert disaster type and disaster specifics). This program will cover (Insert areas covered) in the County, through an agreement with the following Towns: (Insert Town names here).

Chatham County residents are asked to place any disaster-generated debris on the public right-of-way. The public right-of-way is the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement. Only debris placed on the public right-of-way will be eligible for collection until further notice. This must be located on either the front slope of the ditch or at the curb.

Do not let the debris block drainage in culverts or curb drains this could cause street flooding. Vegetative debris such as limbs and shrubbery should be placed on the curb. There is no need for bundling or strapping this debris. Fencing can also be picked up, but placed in a separate pile from the woody vegetative debris. Bagged debris should not be placed on the public right-of-way; only loose debris will be collected.

Household garbage should be kept separate from debris placed in the public right-of-way and will be picked up by your normal solid waste service provider. Do not place debris near any water meter vault, fire hydrant or other above-ground utility. ?????

These items will be picked up separately:

- Construction and demolition debris
- Hazardous household products and tires
- Household white goods (appliances that are properly prepared for pickup)

Debris removal may begin as early as the following dates:

(Define Area 1): (Insert Appropriate Dates)

(Define Area 2): (Insert Appropriate Dates)

(Define Area 3): (Insert Appropriate Dates)

(Define Area 4): (Insert Appropriate Dates)

If all debris is not picked up during the initial pass, please continue to move remaining debris to the right-of-way for collection on subsequent passes. It will take approximately (Insert estimated length of time) for workers to make the first pass and there will be total (Insert number of passes/periods) of debris collection.

For all debris related questions please call the debris management hot line at (Insert Public Inquiry Phone #, if applicable) for further instructions. Please check the county website (Insert website) for additional information and updates on the debris removal process.

Appendix R: Debris Management Request for Proposals Template

Chatham County, North Carolina, hereinafter called “County”, in order to deal with a major storm, disaster, or other event will receive professional service proposals for a pre-event contract for Debris Management and Removal Services. The County will accept proposals from qualified contractors with experience in disaster and debris removal services.

All payments under the contract resulting from this Request for Proposal (RFP) shall be made only for services requested and approved by the County. No work effort will begin without written authorization (e.g., a Notice to Proceed) from the County. There shall be no retainer paid in order to keep the Contract in effect.

Please submit Proposals in the following form:

Submittal	Weight in Evaluation
Experience: A narrative describing experience and qualifications in similar contracting situations, with supporting data to include jobs completed and references complete with contact information.	15%
Technical Capabilities: A narrative describing your firm’s approach to debris management, disaster logistics, safety, planning, County staff training, County staff augmentation, project management, technical support for reimbursement procedures, and assistance in developing public information regarding recovery efforts.	15%
References: A list of all current contracts and also debris management experience for the past five years. Please include customer contact information.	15%
Equipment: A listing of equipment owned by your firm and dedicated to debris removal and recovery services. Please do not list rented or leased equipment or equipment owned by others (including subcontractors). Include proof of equipment ownership.	20%
Reasonableness of Price: Completed Fee Schedule attached.	20%
Vendor Questionnaire: Completed Vendor Questionnaire attached.	15%
Insurance Certificate	Pass/Fail
Bid Bond	Pass/Fail
Bond Certificate	Pass/Fail
NOTES	

The County reserves the right to reject any or all proposals and waive minor irregularities in the evaluation procedures. The County reserves the right to negotiate modifications to proposals that it deems acceptable.

Proposals shall include the information listed above, specific acknowledgements or comments on the notes and provisions, and no more than twelve (12) other standard size pages.

Three copies of proposals must be received by (Insert Time and Date), to the office of the County in order to be considered responsive. Proposals submitted after this time may not be considered.

Proposals shall be submitted to:

Attn: (Insert Person to Receive)
(Insert Department/Title)
(Insert Address)

The contractor needs to thoroughly review the County's geography prior to submitting its proposal. The Emergency Management Department will be happy to meet with any prospective contractor on these issues prior to the deadline and encourages site visits. The County utilizes a regional landfill (Insert Address of Landfill).

Please review this information carefully.

- The contractor is requested to include within their proposal any other typical costs or items they may be aware of, which is not included in this Request for Proposals.
- Contractor should be as self-sufficient as possible. Disasters cause restaurants and lodging establishments are extremely limited. Fueling stations may be affected by disasters creating the need for this contract. Electrical outages in portions of the County following substantial disasters can exceed seven (7) days.

Debris Management Contract Template

I. Scope

The Contractor is to perform the work as defined in the Request for Proposal and amendments, if any, the Request for Proposal is hereby incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

II. Order of Precedence

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Contractor's Proposal which have been incorporated by reference into the final Agreement;
3. County's Request for Proposal;
4. Contractor's Proposal

III. Term of Agreement

The period of this Agreement shall be for two (2) years, beginning on (Insert Date), and ending on (Insert Date). This Agreement shall be extended for three additional one (1) year periods unless either the County or the Contractor notifies the other in writing not less than ninety (90) days prior to (Insert Date) that the contract will not be extended beyond (Insert Date).

IV. Compensation

The Contractor agrees to provide services and materials as specified in its proposal to the County at the cost specified in said proposal and amendments, if any, the proposal and any amendments thereto incorporated by reference herein and made a part hereof as if fully herein set forth. Costs

V. Payment

All invoices received by the County are payable within TWENTY (20) days from receipt, provided they have first been approved by the County and the County has accepted the Work. However, payment may be delayed up to Ninety (90) days due to the State and FEMA reporting and reimbursement process, when applicable.

All invoices shall be directed to:

(Insert Name of County Finance Department)
(Insert Person to Receive)
(Insert Address)

VI. General Conditions

C. Termination

- The performance of Work under this agreement may be terminated by the County in whole or in part, in writing, whenever the County shall determine that the Contractor has failed to meet the performance requirements of this Agreement or the County is no longer able to support the contract for any reason. Debris to be removed by the Contractor will be designated by a County official, inspector, or other personnel approved by the County.
- The County has the right to terminate for default if the Contractor fails to make delivery of the supplies, perform the work, or if the Contractor fails to perform any other provisions of the Agreement.

D. Performance Requirements and Services

- The services to be provided by Contractor for the County include those which are necessary for the removal of excess green waste and/or bulk refuse from County streets, right-of-ways, public parks and public places, including, but not limited to personal/private property and debris placed on or in these public sites as approved by the County to be removed by the Contractor.
- Debris to be removed by the Contractor will be designated by a County official, inspector, or other personnel approved by the County.
- The method(s) utilized for debris removal under this agreement are to be determined by the Contractor and approved by the County. The Contractor shall be entitled to employ heavy equipment, trucks, loaders, saws and personnel necessary to accomplish the objective of the County. The work to be performed under this agreement shall consist of the Contractor clearing and removing any and all eligible debris for the County by a process including: 1) examination of debris to be hauled; 2) cutting, clearing, stacking, sorting or moving debris to facilitate loading; 3) loading and hauling debris to location(s) approved by the County . The County may instruct the Contractor to grind or recycle the County's excess green waste materials.
- The Contractor shall perform work so as not to interfere with the normal operations of the County, State or Federal functions and or violate existing regulations of these or other regulatory agencies.
- Planning and training standards shall be consistent with the County Comprehensive Emergency Management Plan, State plans and federal

government programs and plans. All plans and training will be conducted in compliance with the National Incident Management System (NIMS).

E. Bonding Requirements

1. Bid Bond

A bid bond in the amount of 5% of the highest amount bid must accompany this bid. Failure to provide the bid bond will constitute a non-responsive bid which will not be considered. Failure to provide the required performance and payment bonds for contracts over \$25,000.00 will result in forfeiture of the 5% bid bond to the County as liquidated damages. The County reserves the option to accept the bid of any of the other bidders within ten (10) days from such default, in which case such acceptance shall have the same effect to such bidder as though he were the original, successful bidder.

2. Payment and Performance Bond

As security for faithful performance; simultaneously with his delivery of the executed contract, the successful bidder shall furnish the County an executed bond in the amount of one hundred (100%) of the accepted bid as security for faithful performance of his contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on the Bond Company's document and have as surety thereon such company and companies approved by the County and authorized to transact business in the State of Georgia.

F. Indemnification and Insurance

1. Indemnity

The contractor hereby agrees to indemnify and hold harmless the County, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Agreement.

2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

a. Commercial General Liability Insurance

Commercial General Liability Insurance, issued by responsible insurance companies and in a form acceptable to the County, protecting and insuring against all the foregoing with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage.

b. Automobile Liability Insurance

Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence.

c. Workers' Compensation Coverage

Full and complete Workers' Compensation Coverage, as required by Georgia law, shall be provided.

d. Insurance Certificates

Contractor proposals may have generic insurance certificates inserted illustrating coverage limits available to the Contractor. Following the notice of award, the Contractor shall provide the County with certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Commercial General Liability policy shall provide that the County be an additional named insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized to do business under the laws of North Carolina.

G. Acceptance of Work

The County will be deemed to have accepted the Work after the Contractor is notified by the County Manager of its satisfaction that the Work is completed.

H. Correction of Work

The Contractor shall promptly correct all Work rejected by the County as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work. Rejected work shall consist of that work which is deemed ineligible by the County's representative.

I. Right to Audit Records

The County shall be entitled to audit the books and records of the Contractor of any sub-contractor to the extent that such books and records relate to the performance of this Agreement of any sub-contract to this Agreement.

(Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement from the date of final payment.)

J. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement.

The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

VII. Specific Provisions

- A. The successful contractor must have a representative present in the County's office or Emergency Operations Center within twenty-four (24) hours of Notice to Proceed and be able to mobilize equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. If necessary, the successful contractor may need to pre-stage in the region.
- B. Emergency road clearing on highway right of ways (ROW) shall be performed on a time and material basis only as authorized by the County and up to seventy (70) hours or other limits allowed by Federal requirements as applicable. However, experience has shown that fire departments, farmers, and other volunteers generally have the initial cut through promptly completed. Work conducted on the ROW shall be limited to the point where fallen vegetation and other debris enter the ROW. No equipment or personnel may operate beyond the ROW unless specifically approved by the County.
- C. Proposals shall list the contractor's ability to utilize local contractors and their general requirements for doing so. It is the County's expectation that all necessary and qualified local sub-contractors will be put to work on this project.
- D. The Contractor shall provide one day of Debris Management training per year to the County staff, as arranged by the Emergency Management Department.

- E. The Contractor shall support the County in writing a Debris Management Plan that is consistent with existing County plans, North Carolina, and FEMA guidance.
- F. The Contractor shall provide all necessary security and oversight for all operations.
- G. The Contractor shall provide sufficient traffic control and warning devices for conducting work on streets and highways.
- H. The anticipated Contractor work hours are sun up to sun down, seven days per week unless otherwise approved by the County.
- I. The Contractor shall hire and supervise any needed hazardous materials specialists and handle the disposal of all hazardous substances in accordance with all laws and regulations.
- J. The contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.
- K. The County shall accept the serialized copy of the Contractor's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s). They should include the following: (load tickets shall be turned in weekly)
 - 1. Date
 - 2. Preprinted Number
 - 3. Hauler's name
 - 4. Truck number
 - 5. Truck Capacity in cubic yards
 - 6. Load percentage full, as assigned by Debris Monitors
 - 7. Load amount in billable cubic yards
 - 8. Debris classification as burnable, non-burnable, mixed other
 - 9. Point of origin for debris collected and time loaded

10. Dumpsite location and time dumped
- L. The County will identify one or more Temporary Debris Storage Sites. All site work on these sites must be approved by the County. The contractor will prepare a site management plan in advance for these sites to include:
1. Access to site
 2. Site management, to include point-of-contact, organizational chart, etc.
 3. Site preparation, - clearing, erosion control, and grading
 4. Traffic control procedures
 5. Site Safety
 6. Site Security
 7. Site Layout/Segregation of debris
 8. Hazardous waste material plan
 9. Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower (if required)
 10. Location of incineration operations, grinding operation (if required). Note: All incineration and grinding operations shall be in accordance with Appendix H, Public Assistance Debris Management guide, FEMA 325 dated April 1999 or latest edition, and with Georgia Division of Solid Waste and Air Quality Control.
 11. Location of existing structures or sensitive areas requiring protection
 12. Environmental mitigation plan, including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff
 13. All necessary licenses, permits, and fees for the same are the responsibility of the Contractor.
- M. The Contractor shall construct an inspection tower at each debris storage site as requested by the County. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot

high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. These requirements can also be met with a commercially available scissor lift with all terrain tires and awnings for weather protection.

N. The Contractor shall be responsible for reporting to the County and cleaning up all spills caused by the Contractor's operation at no additional cost to the County or any other governmental entity. Immediate containment action shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations. Spills shall be reported to the County Emergency Management Coordinator immediately following discovery. A written follow-up shall be submitted to the County Manger not later than seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:

1. Description of the material spilled
2. Determination as to whether or not the amount spilled is EPA/state reportable
3. When and to whom it was reported
4. Exact time and location and spill
5. Receiving stream or waters
6. Cause of incident and equipment and personnel involved
7. Injuries or property damage
8. Duration of discharge
9. Containment procedures initiated
10. Summary of all communication the Contractor had in regards to the spill
11. Description of cleanup procedures

VIII. Miscellaneous Provisions

A. Assignment of this Agreement shall not be made without the advance written consent of the County.

- B. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the County or his designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for proper execution and completion of the Work under this Agreement.
- E. This Agreement is deemed to be under and shall be governed by, and construed according to laws of North Carolina.
- F. Any litigation arising out of this Agreement shall be had in the Courts of Chatham County and the State of North Carolina.
- G. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- I. Authorized Contract Users: Chatham County Emergency Services, County Agencies, Institutions of Higher Education, Public Bodies, Community Service Boards, Municipalities and townships, and other entities are authorized to use this contract in accordance with the Code of North Carolina.
- J. The CPI shall be reviewed and if deemed necessary adjusted annually.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above

THE COUNTY

By: _____

CONTRACTOR

By: _____

Name of Company

Mailing Address

Date: _____

County, State, & Zip

Area Code/Telephone Number

Unless otherwise stated, all official correspondence and contact shall be addressed to:

For the County:

Address

For the Contractor:

Fee Schedule

1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	
	Mileage Radius: 0-15 Miles	\$ /cu.yd.
	16-30 Miles	\$ /cu.yd.
	31-60 Miles	\$ /cu.yd.
	61-90 Miles	\$ /cu.yd.
	91-120 Miles	\$ /cu.yd.
2.	Construction and Demolition debris hauled to and dumped at a County approved disposal site or landfill	
	Mileage Radius: 0-20 Miles	\$ /cu.yd.
	21-40 Miles	\$ /cu.yd.
	41-70 Miles	\$ /cu.yd.
	71-100 Miles	\$ /cu.yd.
	101-140 Miles	\$ /cu.yd.
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a County approved landfill or recycling facility	
	Mileage Radius: 0-20 Miles	\$ /cu.yd.
	21-40 Miles	\$ /cu.yd.
	41-70 Miles	\$ /cu.yd.
	71-100 Miles	\$ /cu.yd.
	101-140 Miles	\$ /cu.yd.
5.	Tipping fees/disposal costs for Green Waste shall be paid by CONTRACTOR and actual incurred cost shall be invoiced to the County for reimbursement	
6.	<ul style="list-style-type: none"> ▪ Management, Processing and Loading of all eligible debris and/or residue at the TDSRS ▪ Including locating, preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris by grinding; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS 	\$ /cu.yd.
6a.	<ul style="list-style-type: none"> ▪ Management, Processing and Loading of all eligible debris and/or residue at the TDSRS 	\$ /cu.yd.

Chatham County Debris Management Plan
Appendix R

	<ul style="list-style-type: none"> Including locating, preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris by burning; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS 	
7.	Pick up and dispose of hazardous materials	\$ /lb.
8.	Dead Animal Collection, Transportation & Disposal	\$ /lb.
9.	<u>Hazardous trees</u> – Trees will be evaluated by the County and be designated to be cut down and hauled to the TDSRS for reduction. Trees will be measured 3' above the ground	
	Trees with branches remaining – FEE ONLY TO CUT TREE	
	6-12" Diameter	\$ /tree
	13-24" Diameter	\$ /tree
	25-48" Diameter	\$ /tree
	> 48" Diameter	\$ /tree
10.	Stumps up to 24" in diameter	\$ / ea
	Stumps over 24" in diameter (requires County approval)	\$ / ea
11.	<u>Hangers</u> – Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2" or greater diameter. The Contractor, at the direction of the County, will remove hangers for a unit price per hanger	
	2-4" Hanger	\$ /hanger
	5-12" Hanger	\$ /hanger
	> 12" Hanger	\$ /hanger
12.	<u>Private Property Demolition and Debris Removal</u> – The CONTRACTOR shall operate beyond the Public Right-of-Way (ROW) only as identified and directed by the County. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include, but is not limited to, the demolition of structures and the removal and relocation of the debris to the public ROW	\$ per sq.ft.
13.	Tipping fees/disposal costs for C&D debris shall be paid by the County.	
14.	<u>Fallen Trees</u> – The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed under item #1. (a.)	Price Included
15.	Sand removal, screening, and return to beach or other suitable location	\$ /cu. yd

16.	<u>Fill Dirt</u> – As identified and directed by the County , the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety	\$ /cu.yd.
17.	<u>White Goods</u> – The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws	\$ /unit
18.	<u>Freon Recovery</u> – The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws	\$ /unit
19.	Training and Assistance: The Contractor shall provide one day of Debris Management training per year to the County staff, as arranged by the Emergency Management Department.	
20.	<u>Preliminary Damage Assessment</u> – Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster – generated damage, documenting eligible costs and describing the physical and financial impact of the disaster	
21.	<u>Mobilization and Demobilization</u> – All arrangements necessary to mobilize and demobilize the CONTRACTOR's labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR	
22.	<u>Temporary Storage of Documents</u> – The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event	
24.	<u>Closure and Remediation of the TDSRS</u> – The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The CONTRACTOR is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the CONTRACTOR	
25.	<u>Reporting and Documentation</u> – The CONTRACTOR shall provide and submit to the County all reports and documents as may be necessary to <u>adequately</u> document the <u>Debris Recovery Services</u> in accordance with FEMA requirements	

Hourly Fee Schedule

All equipment rates below include operator, fuel and maintenance costs

Personnel/Equipment	Hourly Rate
30 Ton Crane	\$
Stump Grinder	\$
50' Bucket Truck	\$
Track-Hoes John Deere 690 Equivalent	\$
D-6 Dozers or Equivalent	\$
John Deere 544 or Equivalent	\$
Service Trucks	\$
Tractor with Box Blade	\$
5-14 Cubic yard Dump Truck	\$
15-24 Cubic Yard Dump Truck	\$
25-34 Cubic Yard Dump Truck	\$
35-44 Cubic Yard Dump Truck	\$
45-54 Cubic Yard Dump Truck	\$
55-64 Cubic Yard Dump Truck	\$
65-74 Cubic Yard Dump Truck	\$
75+ Cubic Yard Dump Truck	\$
850 HP or Equivalent Tree Grinder	\$
Water Truck (2000 gal.)	\$
Rubber Tire Backhoe	\$
Motor Grader	\$
Climber with Gear	\$
Superintendent with Truck	\$
Foreman with Truck	\$
Operator with Chainsaw	\$
Traffic Control Personnel	\$
Laborer	\$

Personnel/Equipment	Hourly Rate
Field Project Foreman	\$
Administrative Assistant	\$
Clerical	\$
Pickup Truck	\$
Pickup Truck, Extended Cab	\$
Pickup Truck, 4 X 4	\$
Pickup Truck, 1 Ton	\$
Mechanized Broom	\$

Personnel/Equipment	Hourly Rate
Trackhoe, 490 or Equivalent	\$
Bulldozer, D4 or Equivalent	\$
12 Ton Lowboy	\$
50 Ton Lowboy	\$
Skidsteer	\$
Rubber Tire Excavator	\$
Vacuum Truck	
Other (please specify)	\$

Vendor Questionnaire—Supplement to Bid Sheet

THIS COMPLETED FORM MUST BE SUBMITTED WITH THE BID AND WILL BE EVALUATED IN CONJUNCTION WITH THE PROPOSAL.

The undersigned authorized representative of the Bidder certifies the truth and accuracy of all statements and the answers contained herein.

1. How many years has your organization been in business while possessing one of the licenses, certifications or registrations requested?

License/Certification/Registration	# Years
_____	_____
_____	_____
_____	_____

- 1a. What business are you in? _____

2. What is the last project of this nature you have completed?

3. Have you ever failed to complete any work awarded to you? If so, where and why?

- 3a. Give owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.

4. Give names, addresses and telephone numbers of three individuals, corporations, agencies or institutions for which you have performed work.

4.1 _____
(Name) (Address) (Phone no.)

4.2 _____
(Name) (Address) (Phone no.)

4.3 _____
(Name) (Address) (Phone no.)

5. List the following information concerning all disaster debris contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers)

Name of Project: _____

Owner & Phone Number: _____

Total Contract Value: _____

Date of Completion per Contract: _____

% of Completion to date: _____

(Continue list on insert sheet, if necessary.)

6. Has a representative of the Bidder completely inspected the proposed project site and does the Bidder have a complete plan for its performance?

7. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work.

8. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

8.1 The correct name of the Bidder is:

- 8.2 The business is a (Sole Proprietorship) (Partnership) (Corporation) _____
- 8.3 The address of principal place of business is _____

- 8.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

- 8.5 List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

- 8.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

- 8.7 List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).
- 8.8 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. This list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.
- 8.9 List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.
- 8.10 Has the Bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

The undersigned bidder hereby represents that he has carefully examined the Contract, the Request for Proposals and other documents referenced and will execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications. The bidder, by and through the submission of his bid, agrees that he has examined and that he shall be held responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route(s), the location, surface and underground obstruction, the nature of the ground water conditions, and all other physical characteristics of the work, in order that he may include the prices which he bid, all costs pertaining to the work and hereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructs which will be encountered in doing the proposed work.

The undersigned hereby designates:

Name: _____
Title: _____
Address: _____

County/State/Zip _____
Telephone: _____
Cellular Phone _____
Email address _____

As his office which notices may be delivered or mailed.

NAME OF BIDDER AND TITLE (TYPE OR PRINT)

(SEAL, IF BY
CORPORATION)

BY: _____

SIGNATURE OF BIDDER

CORPORATION NAME & ADDRESS

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Appendix S: Debris Monitoring Request for Proposals Template

REQUEST FOR PROPOSALS

Monitoring of Disaster Generated Debris Removal
Management and Technical Assistance for (Insert Name of County)

(Insert Project Number)

Project Opening Date: _____

Project Opening Time: _____

Address: _____

Date of issue: _____

Part 1: Administrative and General Information

I. Background

A. Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by North Carolina Revised Statutes from bona fide, qualified Proposers who are interested in providing contract monitoring of disaster generated debris removal services, and management and technical assistance delivered expediently, correctly and cost effectively which assure that the County has the necessary compliance and documentation to support full reimbursement for all eligible recovery costs from appropriate Federal and County agencies.

B. Goals and Objectives

Chatham County seeks to establish contractual arrangements with at least one (1) or more (up to 3) qualified firms to Monitor Disaster Generated Debris Removal, Management and Technical Assistance, on an as need basis, for a two (2) year period, with options for two (2) additional one (1) year renewals to provide expertise in disaster recovery monitoring and related services, to assist the County to monitor the removal, reduction and environmentally approved disposal of debris and other obstacles resulting from these disasters and do so in full compliance with regulatory agency requirements and consistent with Federal Emergency Management Agency (FEMA) requirements for cost reimbursement for debris management, removal and disposal.

II. Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must - The terms “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – the term “should” denotes desirable
- E. Contractor – Any person having a contract with a governmental body.
- F. Agency- Any department, commission, council, board, office, committee, institution, agency, government, corporation, or other establishment of Chatham County authorized to participate in any contract resulting from this solicitation.
- G. County – Chatham County

- H. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers

III. Schedule of Events

Date Time (CT)

- A. RFP mailed to prospective Proposers (Insert Date)
- B. Pre-Proposal Conference (Insert Date) – not mandatory
- C. Deadline to receive written inquiries (Insert Date)
- D. Deadline to answer written inquiries (Insert Date)
- E. Proposal Opening Date (Insert Date)
- F. Oral discussions with Proposers, if applicable (Insert Date)
- G. Notice of Intent to Award to be mailed (Insert Date)
- H. Contract Initiation (Insert Date)

NOTE: The County reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.

IV. Proposal Submittal

All proposals shall be received by the (Insert Name of the County Purchasing Office) no later than the date and time shown in the Schedule of Events.

Important: Clearly mark outside of envelope, box or package with the following information and format:

**Proposal for: Monitoring of Disaster Generated Debris, Management and Technical Assistance
Project (Insert Project Number)
Proposal Opening Date: (Insert Date)**

Proposals are to be received by mailed or hand delivered not later than (Insert Date) to the (Insert Name of the County Purchasing Office).

12 East Street
Pittsboro, NC 27312

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

Notice: Proposal shall be opened publicly and only proposers submitting proposals shall be identified aloud. Prices shall not be read.

V. Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

A. Cover Letter

The cover letter should exhibit The Proposers understanding and Approach to the project. It should contain a summary of Proposers ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the County.

By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required.

Signing the proposal must be current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the County; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the public entity.

1. The cover letter should also

- a. Identify the submitting Proposer; Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- b. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. Table of Contents:

Organized in the order cited in the format contained herein.

C. Proposer Qualifications and Experience:

History and background of Proposer, financial strength and stability, competence of management and key staff that would be assigned to the project, related services provided to government entities, existing customer satisfaction, a minimum of three (3) references including contact names, phone numbers and email addresses and current contracts for

disaster related services which they are obligated to fulfill during the term of this agreement and any litigation that the firm or staff is currently involved in, or has been involved in over the last (5) years, stating points of contention and results, if available.

D. Proposed Solution/Technical Response

Illustrating and describing proposed technical solution and compliance with the RFP requirements

E. Innovative Concepts

Presentation of innovative concepts, if any, for consideration.

F. Project Schedule:

Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.

G. Financial Proposal:

Proposers fees and other costs, if any, shall be submitted in accordance with Attachment B: Price Schedule. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the County. It shall include details about the firm's invoice process.

H. Number of Response Copies

Each Proposer shall submit one (1) signed original response and six (6) additional copies of the proposal.

I. Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposers response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposers ability to meet the requirements of the RFP are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

VI. Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the North Carolina Public Records Act shall be governed. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the North Carolina Public Records Act for further clarification. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of the proposal have been submitted in confidence” and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, Chatham County shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the County’s right to use or disclose data obtained from any source, including the proposer, without restrictions.” Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”. Proposers must be prepared to defend the reasons why the material should be held Confidential. If a competing proposer or other person seeks review or copies of another Proposers confidential data, the County will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the County and hold the County harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the County to disclose the Information. If the owner of the asserted data refuses to indemnify and hold the County harmless, the County may disclose the information.

The County reserves the right to make any proposal, including proprietary information contained therein, available to County procurement personnel or other agencies or organizations for the sole purpose of assisting the County in its evaluation of the proposal. The County shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from

Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also show the County which Sections or information has been removed."

VII. Proposal Clarifications Prior to Submittal

A. Pre-proposal Conference NOT MANDATORY

A pre-proposal conference will be held on (Insert Date)

Prospective Proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the County will be stated in writing in response to written questions.

B. Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. Without exception, all questions **MUST** be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter. The County shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The County reasonably expects and requires responsible and interested Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner. Further, additional questions or requests for clarification may be generated from the County's addendum responses.

If addendums are issued, questions relative to the addendum shall be Submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the solicitation or the specifications contained therein has the right to protest. Such protest shall be made in writing to the (Insert the Name of the Director of Chatham

County Purchasing) at least two days prior to the deadline for submitting proposals.

No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any County employee or County consultant. The County shall only consider written and timely communications from Proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the County. Answers to all questions and any other changes or clarifications to the solicitation shall be issued by addendum and provided to all prospective Proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

(Insert Name of Purchasing Agent)

(Insert Address):

(Insert Email Address):

(Insert Phone Number):

(Insert Fax Number):

VIII. Errors and Omissions in Proposal

The County will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The County reserves the right to make corrections or clarifications due to patent errors identified in proposals by the County or the Proposer. The County, at its option, has the right to request clarification or additional information from the Proposer.

IX. Proposal Guarantee

Not needed for this RFP.

X. Performance Bond

The successful proposer shall be required to provide a performance (surety) bond in an amount to be determined at the time of execution of a Notice to Proceed.. The bond will be set at 30% of the estimate cost of debris removal to insure the successful performance under the terms and conditions of the contract negotiated

between the successful debris removal proposer and the County. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a North Carolina domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in North Carolina or owned by North Carolina residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a North Carolina domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of North Carolina.

XI. Changes, Addenda, Withdrawals

The County reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The County also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

XII. Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the agency soliciting proposals.

XIII. Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the County pursuant to the RFP.

XIV. Reserved

XV. Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the County to award a contract. The County reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the County to do so.

XVI. Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the County. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the County and not returned to Proposers. Any copyrighted materials in the response are not transferred to the County

XVII. Cost of Offer Preparation

The County is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the County

XVIII. Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

XIX. Taxes

Any taxes, other than State and local sales and use taxes, from which the County is exempt, shall be assumed to be included within the Proposers cost.

XX. Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the County reserves the right to reject a proposal if the Proposers acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

XXI. Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The County shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

XXII. Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the County urges the prime contractor to use North Carolina vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified to the County Project Manager.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

XXIII. Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the County reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the County's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

XXIV. Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

XXV. Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the County Evaluation Committee for the purpose of selecting the Proposer with whom the County shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to County Administrator for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to Chatham County, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the County.

XXVI. Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the County's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the County may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Chatham County Purchasing must approve the final contract form and issue a purchase order, if applicable, to complete the process.

XXVII. Contract Award and Execution

The County reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the County.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract and submit any exceptions or deviations the proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable. If applicable, a proposer may submit or refer to a Master Agreement entered into by the contractor and the Parish.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within seven calendar days of delivery of it, the County may

elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to Chatham County, price and other factors considered.

XXVIII. Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, the County will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. .

The County will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, to the Director of Purchasing, within fourteen days of the Award/intent to award.

XXIX. Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Office of County Purchasing. Contact may be made by phone at (Insert Number) or e-mail to (Insert Email Address).

XXX. Insurance Requirements

Contractor shall furnish the County with certificates of insurance effecting coverage(s) required by the RFP in Exhibit 2. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the County before work commences. The County reserves the right to require complete certified copies of all required policies, at any time.

XXXI. Subcontractor Insurance

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements Stated herein for the contractor.

XXXII. Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the County from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the County.

Contractor will indemnify, defend and hold the County harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the County in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the County shall give the Contractor:

- A. Prompt written notice of any action, claim or threat of infringement suit, or other suit
- B. The opportunity to take over, settle or defend such action, claim or suit Contractor's sole expense
- C. Assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Parish may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the County Administrator

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon:

- A. County's unauthorized modification or alteration of a Product, Material, or Service
- B. County's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor
- C. County's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined,

Contractor shall have the right, at its own expense and sole discretion as the County's exclusive remedy to take action in the following order of precedence: to procure for the County the right to continue using such item(s) or part thereof, as applicable:

- A. To modify the component so that it becomes non-infringing equipment of at least equal quality and performance
- B. To replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance

If none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The County may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

XXXIII. Fidelity Bond Requirements

Not needed on this RFP.

XXXIV. Payment for Services

Each individual agency shall pay Contractor in accordance with the Pricing Schedule set forth in Section 2.3, Price Schedule. The Contractor may invoice the agency monthly at the billing address designated by the agency monthly. The invoice will be pre-audited against the terms of the agreement. Upon successful audit review, payment to the contract is authorized and Payments will be made by the County within approximately thirty (30) days. Invoices shall include the contract and order number, using department and product or service provided.

Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. **Note:** Payment to contractor may be delayed until receipt of payment from FEMA.

XXXV. Termination

A. Termination of this Agreement for Cause

Chatham County may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the County shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the County may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under North Carolina law to terminate for cause upon the failure of the County to comply with the terms and conditions of this agreement, provided that the Contractor shall give the County written notice specifying the County's failure and a reasonable opportunity for the County to cure the defect.

B. Termination of this Agreement for Convenience

Chatham County may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

C. Reserved

XXXVI. Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of Chatham County.

XXXVII. No Guarantee of Quantities

The right is reserved by the County to increase or decrease the amount, at the unit prices stated in the proposal.

Neither the County nor Agency obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

XXXVIII. Audit of Records

Chatham County, State of North Carolina auditor, federal auditors and auditors of other Agencies shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable County and Federal law. Records shall be made available during normal working hours for this purpose.

XXXIX. Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972,

Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

XL. Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

XLI. Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the County and shall, upon request, be returned by Contractor to the County, at Contractor's expense, at termination or expiration of this contract.

XLII. Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

XLIII. Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the County.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

XLIV. Substitution of Personnel

The County intends to include in any contract resulting from this RFP the following condition: Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the County for approval prior to any management personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

XLV. Governing Law

All activities associated with this RFP process shall be interpreted under North Carolina Law. All proposals and contracts submitted are subject to provisions of the laws of Chatham County, North Carolina including but not limited to the purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

XLVI. Claims or Controversies

Any claims or controversies shall be resolved in accordance with the North Carolina Procurement Code.

XLVII. Proposers Certification of OMB A-133 Compliance

Certification of no suspension or Debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <https://explore.data.gov/Information-and-Communications/Excluded-Parties-List-System-EPLS-/b4dw-ynj8>

Anti-Kickback Clause The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

Part II: Scope of Work/Services

I. Scope of Work/Services

It is the intent of this agreement that the contractor will ensure that hazards to life and property are removed as quickly as possible and expenses are qualified for reimbursement from state and/or federal agencies to the maximum extent possible. Clean up, demolition and removal will be limited to (1) that which is determined to eliminate immediate threats to life, public health, and safety; (2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property, and; (3) that which is considered essential to insure economic recovery of the community to the benefit of the community-at-large. The selected monitoring firm's response to the recovery process must be immediate, rapid, efficient, with acceptable cost controls, - accountability procedures, with written reports and submittals in place, to assure that the County will have the means to be reimbursed for all eligible disaster recovery costs from appropriate Federal and Parish Agencies.

The selected firm(s) shall be allowed to subcontract project monitoring; such monitoring may include detailed web based cost and load tracking suitable for a comprehensive audit of debris removal.

Chatham County may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided.

If the selected Firm(s) for monitoring of debris management elect/s to provide a web based load tracking and field project monitoring system, a detailed project-monitoring proposal shall also be included. Monitoring shall be done in compliance with FEMA guidelines. Those monitoring efforts shall include, but not be limited to:

- A. Provide training of selected County staff in essential debris management, monitoring, and collection functions to insure appropriate and responsive interface with field debris collection contractors and County, County and Federal Agencies.
- B. Provide field inspectors at designated checkpoints to check and verify information on debris removal and at Temporary Debris Storage Reduction Sites (TDSRS) located or developed throughout Chatham County or the region if necessary as approved by the County
- C. Provide technical and permitting assistance associated with the need to locate additional TDSRS when requested by Chatham County.

- D. Provide assistance with scheduling, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up. This work will include:
1. Acquiring, hiring, training, deploying and supervising properly equipped Inspectors.
 2. Establishing the schedule for inspectors for each day.
 3. Monitoring and recording the volumetric measurement (cubic yards) or gross empty weight of each truck that is added into service.
 4. Keeping records of contract hauler's trucks, to include cubic yardage, or loaded weight, time in and time out, number of loads per day and other data as requested by designated County staff.
 5. Determining truck assignments and providing the necessary vehicle decals or placards for ease of identification and tracking.
 6. Coordinating with County personnel to respond to problems in the field, to include residential or commercial property damage claims in the process of debris removal. Contractors(s) shall establish a telephone claim reporting system with a local or toll free phone number and provide staff for the professional management of a receiving phone complaints or damage claims. The contractor shall investigate and assist in documentation of claims if requested by the County.
 7. Conducting end of day duties, such as verifying all trucks have left the disposal site, addressing daily safety reports and corrective action recommendations, and locking down of the facility.
 8. Surveying the affected areas for special situations or emergent needs, to include but not be limited to, identifying tree stumps and the management of root balls and associated cavities, hazardous trees, C&D debris, or other potentially hazardous situations. The contractor must keep a list of these locations, track and coordinate the appropriate dispatch of equipment and make frequent reports to the County on any post event remedial action.
 9. Record on a map the streets where debris was collected.
 10. Perform other duties as directed by the designated Parish personnel.
- E. Provide on the work site(s) a qualified accessible supervisor(s) or liaison officer as directed. At least one (1) accessible and designated supervisor in

the area of operation and the liaison officer shall have full authority to act on behalf of the Firm(s) and its subcontractors and all communications given to the supervisor or liaison officer in writing by the County's authorized representative shall be as binding as if given to the Firm(s).

- F. Provide correct documentation which can withstand closeout.
- G. Provide quality assurance and compliance of the contractor to his contract and to all applicable laws and policies. The firm(s) may be asked to assist the County with management and technical assistance including but not limited to:
 - 1. Providing assistance in updating the Parish's Debris Management and Removal plan.
 - 2. Collecting baseline data, per Local, County, and Federal requirements, from the Designated emergency debris management sites prior to opening of these sites.
 - 3. Obtaining necessary Local, County, and Federal permits for the designated emergency debris management sites.
 - 4. Conducting ongoing environmental data collection per Local, County and Federal Requirements for the designated emergency debris management sites.
 - 5. Providing technical, clerical, and information technology assistance to the County in completing any and all forms necessary for reimbursement from County or Federal agencies, including the Federal Emergency Management Agency, Chatham County North Carolina, and the Federal Highway Administration or the Department of Housing and Urban Development (HUD) relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential denials.
 - 6. Assisting in conducting an annual tabletop exercise(s) to determine the adequacy of the debris removal, plan and debris management process.
 - 7. Developing a Communications and Customer Service Coordination Plan for the County's approval. Including a telephone claim reporting system as referenced above in section (d.vi.)
 - 8. Developing a Public Information and Coordination Plan for the County's approval.

H. OTHER CONTRACTUAL SERVICES

Based on the County’s needs, the selected firm(s) will be requested to provide proposals to carry out specific monitoring activities/tasks related to solid and hazardous waste, debris management, removal, reduction, disposal, turn-key environmental restoration and remediation, associated with natural and manmade disaster events.

The County also reserves the right to request proposals from the selected firm(s) to carry out specific monitoring functions for material management, removal and disposal resulting from events other than disastrous events.

The selected firm(s) may also be tasked to review the County’s existing Comprehensive Emergency Management Plan.

II. Period of Agreement

Chatham County seeks to establish contractual arrangements with at least one (1) or more (up to 3) qualified firms to Monitor Disaster Generated Debris Removal, Management and Technical assistance, on an as need basis, for a two (2) year period, with options for two (2) additional one (1) year renewals. Renewal is at the County’s option upon acceptance of the contractor.

III. Price Schedule

Prices proposed by the Proposers should be submitted on the following items. Prices should be all inclusive. Per diems, mileage etc. should be included in the rate.

Requirement for quantity will vary with severity of event. Quantities below are for evaluation only.

	Hourly rate	Price for evaluation
Project Manager (1 Each)		
Debris Monitor Supervisor (3 Each)		
Debris Monitor (60 Each)		
Debris Management Consultant (1 Each)		
Data Entry (4 Each)		
Hazardous Materials monitors (3 Each)		

IV. Deliverables

The deliverables required from the debris monitoring contractor are:

- A. Constant and consistent documented inspections of the work being done under the contract for disaster generated debris removal Communications to the County of any and all incorrect applications of guidance as specified by FEMA publication 325 or the Stafford Act and Documentation of the debris removal process that withstands all local, State and Federal audits. For reimbursable work done under authorization of the Stafford Act.

V. Location

Areas of the County affected by a debris generating incident.

VI. Proposal Elements

- A. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, competence of management and key staff that would be assigned to the project, related services provided to government entities, existing customer satisfaction, a minimum of three (3) references including contact names, phone numbers and email addresses and current contracts for disaster related services which they are obligated to fulfill during the term of this agreement and litigation that the firm or staff is currently involved in, or has been involved in over the last (5) years, stating points of contention and results, if available.
- B. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements.
- C. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- D. **Project Schedule:** Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.
- E. **Financial Proposal:** Proposers fees and other costs, if any, shall be submitted in accordance with 2.3 Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the County It shall include details about the firm's invoice process.
- F. **Financial Elements:** Proposal shall include prices per the schedule furnished in 2.3 above as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the County to consider.
- G. **Technical Elements:** Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

1. Processes that will that will insure quality delivery and accountability
2. Information demonstrating the Proposers understanding of the nature and scope of this project.
3. Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the County to consider.

Part III: Evaluation

All Proposals will be evaluated and scored on the following criteria with total potential points of 100.

I. Financial Proposal --Potential Value of 50 points

Prices proposed by the Proposers should be submitted on the price schedule furnished in 2.3 above. A Proposers base cost score (BCS) will be based on the cost information provided in 2.3 above and computed as follows:

BCS = (LPC/PC X 50)

Where:

BCS = Computed cost score (points) for proposer being evaluated

LPC = Lowest proposed cost of all Proposers

PC = Total cost of proposer being evaluated

II. Technical Proposal—Potential Value of 50 points

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include but are not limited to:

<u>GRADING CRITERIA</u>	<u>POINTS</u>
1. Company Background and Experience.....	10
2. Confidence in Approach & Methodology.....	10
3. References & Performance on Similar Jobs	10
4. Confidence in Accounting & Management Capabilities	10
5. Evaluation of Risk Factors.....	10
Total Possible Points	50

Part IV: Performance Standards

I. Performance Requirements

Written daily reports denoting areas worked, quantities removed, quantity of equipment in service, quantity of monitors in service, weather report, problems and issues noted, problems and issues corrected.

On a weekly basis, the County with both Debris Removal contractor and Debris Monitoring contractor will identify Strategic Targets for the following week and evaluate compliance of last week's targets.

Accounting protocols include a bi monthly reconciliation of records with the County, Debris Removal contractor, and Debris monitoring contractor so that errors and omissions are handled expediently and that the quality of the accounting is established and reviewed.

II. Performance Measurement/Evaluation

The standard of evaluation of the success of the debris monitoring project will be records which document compliance to the debris removal contract and to all applicable statutes and codes that effect eligibility for reimbursement from applicable State and Federal agencies.

Exhibit 1: Scope of Work

Scope of Work

Monitoring of Disaster Generated Debris Removal, Management and Technical Assistance.

I. General

- A. Chatham County require the support of a professional debris removal contract monitoring firm to assist the County through debris removal following a debris- generating event such as a hurricane, storm, or other event which also offers debris management expertise.

The function of the contract monitors is to ensure compliance assuring reimbursement under the Stafford Act. Emergency Management Agency (FEMA) emergency plan and debris removal contract requirements are met by monitoring the debris removal from public access roads, rights-of-way and public property, monitoring the debris management sites, as well as roving debris monitors, to assure that the debris management plan and contracts are effectively and efficiently implemented.

Chatham County will assign a Debris Manager (OM) and will establish and staff a Debris Management Center (DMC), which will provide overall coordination with the above listed authorized agencies. Contractor will provide a representative and staff to the Debris Management Center, as necessary, to assure a proper level of coordination. The Debris Management Center will be the primary point of contact for the contractor and will resolve contract administration issues and disputes. The debris management expertise is to provide assistance to the County Debris Manager and support the efforts of staff at the Debris Management Center.

- B. Within 48 hours of notification, the Contractor shall provide adequate number of professionals and qualified personnel to monitor approximately ## debris loading sites and ## debris management sites along with associated roving debris monitors. The Contractor will be required to increase its staffing from this point depending on the severity of the debris generating event.

At the discretion of the Debris Manager, the Contractor may be required to replace any debris monitor. As part of this proposal, the Contractor must indicate and explain how they plan to supply adequate personnel to support this scope of work and must describe how they would hire additional personnel to meet the needs of the County.

The Contractor shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to, eye protection,

hearing protection, safety shoes, safety vests, hard hats, and wet and cold weather clothing, to comply with all federal, state and local requirements.

- C. The contractor will provide debris monitors with the means to communicate (cell phones, satellite phones, radio, etc.) to communicate with their supervisors or the Debris Management Center as may be necessary. Contractor supervisors are responsible for resolving issues with truck drivers and contractor's personnel.
- D. Contractor will provide temporary office space and temporary sanitary facilities as necessary.

II. Loading Site Monitoring Services

- A. The primary function of the Loading Site Monitors is to issue correctly completed debris load tickets for eligible debris cleared and removed at locations designated by the Debris Management Center.
- B. Contractor shall, within 48 hours, be prepared to provide qualified on site personnel to monitor debris removal operations at up to ten (10) debris loading sites located throughout Chatham County. Additional sites may be added as debris removal efforts increase. Each loading site will operate, at a minimum, approximately 12 -14 hours per day, 7 days per week. Exact number and location of loading sites will be determined by Debris Manager in coordination with the debris removal Contractor.

Monitoring Sites: Contractor may have Loading Site Monitors stationed at designated "Control Points" chosen by the debris removal Contractor and coordinated with the Debris Management Center the day before beginning the work. The "Control Points" must be kept to a minimum and be located at a safe site along the primary haul road to the designated debris management site. The Contractor must be prepared to provide a minimum of two Loading Site Monitors to be stationed at each "Control Point." Each truck driver will be given a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and as a minimum must contain either a street address or the nearest intersection to be valid. The volume of debris hauled will be estimated at the debris management site by the Debris Management Site Monitor.

- C. Contractor shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roadways, public rights-of-way, and public property within Chatham County.

- D. Contractor must be prepared to provide a minimum of two Loading Site Monitors per site per day at a minimum of a 12-14 hour shift. Contractor must provide personnel with transportation to and from the loading site(s), mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, and all logistic support.
- E. All Loading Site Monitors must speak English, be a minimum of 18 years of age and have a valid driver's license issued in the United States and be capable of working in an outside environment and able to climb a 10 ft ladder. Previous or similar monitoring or inspection experience is required of all management staff.
- F. Supervisors and all identified Loading Site Monitors must attend a 1/2 day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the County.

III. Debris Management Site (TDSR's) Monitoring Services

- A. The primary function of the Debris Management Site Monitors is to complete the load ticket and Estimate volumes that have been transported to the debris management site for processing, storage, and disposal and to report safety violations occurring at the debris management site.
- B. Contractor must provide Debris Management Site Monitors with transportation to and from the debris management sites and mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, logistic support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring functions.
- C. Monitors must speak English, be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high, be a minimum of 18 years of age, and have a valid driver's issued in the United States.
- D. Supervisors must have previous debris monitoring experience.
- E. All identified Debris Management Site Monitors and Supervisors must attend a debris monitor training session which covers the deliverables and expectations which will be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the County.
- F. The Debris Manager will appoint Field Inspection Team personnel responsible for monitoring all contractor debris removal and disposal operations. The Field Inspection Teams will periodically inspect each

Debris Management Site to ensure that operations are being followed as specified in the Debris Removal and Disposal Contract with respect to local, State and Federal regulations and the Debris Management Site Baseline Checklist. Each Field Inspection Team will submit a daily written report to the Debris Manager outlining their observations with respect to the following:

- Is the Contractor using the site properly with respect to layout and environmental considerations?
- Has the Contractor established lined temporary storage areas for ash, household hazardous wastes and other materials that can contaminate soils and groundwater?
- Has the Contractor established environmental controls in equipment staging areas, fueling and equipment repair areas to prevent and mitigate spills of petroleum products and hydraulic fluids?
- Are plastic liners in place under stationary equipment such as generators and mobile lighting plants?
- Has the Contractor established appropriate rodent control measures?
- Are burn sites constructed and operating according to Environmental checklist for Air Curtain Pit Burners?
- Has the Contractor establish procedure to mitigate:
 - Smoke: Are the incineration pits constructed properly and being operated according to the contract statement of work?
 - Dust: Are water trucks employed to keep the dust down?
 - Noise: Have berms or other noise abatement procedures been employed?
 - Traffic: Does the Debris Management Site have a suitable layout for ingress and egress to help traffic flow?

Field Inspection reports will also include observations at loading sites and the locations of any illegal dumping sites.

IV. Roving Debris Monitor Services

- A. The function of the Roving Debris Monitors is to verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones in Chatham County.
- B. Contractor shall provide at least one monitor for each debris pickup zone to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone. The Roving Debris Monitor(s) must be prepared to operate minimum of 12 to 14 hours per day, 7 days per week.

- C. Contractor must provide Roving Debris Monitors with transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform the roving debris monitoring functions.
- D. All Roving Site Monitors must speak English, be a minimum of 18 years of age and have a valid driver's license issued in the United States.
- E. All identified Debris Management Site Monitors and Supervisors must attend a debris monitor training session which covers the deliverables and expectations which will be conducted at a location specified by the Debris Manager before the start of the first shift. Roving monitors shall receive additional training on eligibility issues and procedures required for compliance with FEMA 325. Training will be the responsibility of the Contractor and must be approved by the County.
- F. Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to monitor the operations of the debris removal and disposal Contractor.
- G. Roving Debris Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

V. Debris Management Consulting Services

- A. The Contractor will provide, if requested by the County, the services of an experienced professional (Consultant) to assist the County in the operations and coordination of activities at the Debris Management Center. The qualified individual must have direct debris management experience including the Management of debris removal operations, the oversight of temporary debris storage and reduction sites, debris recycling and disposal. Emphasis on management and coordination of post debris causing event recovery and FEMA reimbursement guidelines are required.
- B. The Consultant shall report to the Debris Manager or Deputy Debris Manager. The Consultant shall perform work as assigned which may include but not be limited to review of plans and procedures, drafting task orders, work plans and reports, audit of Debris Removal Contractor efforts and operations, develop information for public dissemination on debris removal, reduction and disposal, and other duties as assigned.
- C. The Debris Manager will issue a task order to mobilize the Contractor to provide the Consultant. The Consultant shall be available on site at the Debris Management Center for a minimum of two weeks following mobilization. The Debris Manager will establish the service requirements and length of time those services are needed based on needs of the County.

VI. Operational Requirements

- A. General Operating Procedures: The County has hired a Contractor (s) to remove and transport disaster debris from the public access roadways, rights-of-way and public property within Chatham County designated debris management sites. Each load of eligible debris shall be tracked using a multi-page load ticket.

The Debris Management Center shall provide the load tickets to be used. The following guidance provides the basic procedure for completing the load tickets. Revised procedures, if necessary, may be established by the Debris Management Center and shall be followed by the Contractor in lieu of the following procedure.

- B. Load Ticket Section 1: The Debris Loading Site Monitor will be responsible for completing the information shown in Figure 2 below. The Loading Site Monitor will retain one copy of the load ticket and give the remaining copies to the truck driver. The Debris Load Site Monitor will maintain a log that contains the information required in Section 7.2 of this Scope of Work.

- C. Load Ticket Section 2: The Debris Site Monitor is responsible for completing the remaining sections of the load ticket. The Debris Management Site Monitor will verify that all required information is completed by the Loading Site Monitor. After verifying that Section 1 is complete, the monitor in the inspection tower will make an estimate of the volume of debris contained in the truck or trailer in cubic yards. Each truck or trailer will have the measured size in cubic yards recorded on the side of the truck or trailer. That number should be validated with the volume stated in Section 1.

The Debris Management Site Monitor will indicate the name of the Debris Management Site, arrival time of the truck, and estimate the volume of material contained within the bed of the truck or trailer. The estimated volume will be recorded on the load ticket in the Estimated Debris Volume block and the Debris Management Site Monitor will print his/her name and sign in the designated block. The Debris Management Site Monitor will retain one copy of the load ticket and give the remaining copies to the truck driver. The Debris Management Site Monitor's copy will be turned into their supervisor at the end of each day. These are controlled forms and must not be duplicated. The original load ticket must be presented for payment. The Debris Management Site Monitor will maintain a log that contains the information required in Section 7.4 of this Scope of Work.

- D. Operational Requirements of Roving Debris Monitor(s)

1. The Roving Debris Monitor(s) will provide oversight of all debris removal and disposal operations provided by the debris removal and disposal contractor.
2. The Roving Debris Monitor(s) will be the "eyes and ears" in the field for the Debris Manager. Therefore their observations and reports must be backed up with digital photographs and video as necessary.
3. The Roving Debris Monitor(s) is expected to make multiple visits to all loading sites and debris management sites on a random daily basis.

VII. Debris Management Site Closeout Inspection

1. Each Debris Management Site will eventually be emptied of all material and be restored to its previous condition and use. The contractor is required to remove and dispose of all mixed debris, construction and demolition debris, and debris residue to approved landfills. Appropriate Chatham County inspectors will monitor all closeout activities to ensure that the contractor complies with the Debris Removal and Disposal Contract. Additional measures may be necessary to meet local, State and Federal environmental requirements because of the nature of the Debris Management Sites operation.
2. The contractor must assure the county that all Debris Management Sites are properly remedied. There will be significant costs associated with this operation as well as close scrutiny by the local press and environmental groups. Site redemption will go smoothly if baseline data collection and site's operation procedures are followed.
3. **Debris Management Site Closeout Steps:**
 - Contractor is responsible for removing all debris from the site.
 - Contractor conducts an environmental assessment with county and landowner.
 - Contractor develops a Remediation Plan.
 - Remediation Plan reviewed by county, landowner and appropriate environmental agency.
 - Remediation Plan approved by the appropriate environmental agency.
 - Contractor executes the plan.
 - Contractor obtains acceptance from county, appropriate environmental agency and the landowner.
4. **Debris Management Site Remediation**

During the debris removal process and after the material has been removed from each of the Debris Management Sites, environmental monitoring will be needed to close each of the sites. This is to ensure that no long-term environmental contamination is left on the site. The monitoring should be done on three different media: ash, soil and groundwater.

- Ash
- The monitoring of the ash should consist of chemical testing to determine the suitability of the material for either agricultural use or as a landfill cover material.
- Soil
- Monitoring of the soils should be by portable inspection methods to determine if any of the soils are contaminated by volatile hydrocarbons. The Contractors may do this if it is determined that hazardous material, such as oil or diesel fuel was spilled on the site. This phase of the monitoring should be done after the stockpiles are removed from the site.
- Ground Water
- The monitoring of the groundwater should be done to determine the probable effects of rainfall leaching through either the ash areas or the stockpile areas.

5. Debris Management Site Closeout Coordination

- The contractor will coordinate the following closeout requirements through the County Damage Assessment Team (CDAT) staff:
- Coordinate with local and state officials responsible for construction, real estate, contracting, project management, and legal counsel regarding requirements and support for implementation of a site remediation plan.
- Establish an independent testing and monitoring program. The contractor is responsible for environmental restoration of both public and leased sites. The contractor will also remove all debris from sites for final disposal at landfills prior to closure.
- Reference appropriate and applicable environmental regulations.
- Prioritize site closures.
- Schedule closeout activities.

6. Debris Management Site Baseline Data Checklist Before activities begin:

1. Take ground or aerial video / photographs.
2. Note important features, such as structures, fences, culverts and landscaping.
3. Take random soil samples.
4. Take random groundwater samples.
5. Take water samples from existing wells.
6. Check the site for volatile organic compounds.

After activities begin:

1. Establish groundwater monitoring wells.
2. Take groundwater samples.
3. Take spot soil samples at household hazardous waste, ash and fuel storage areas.

Progressive updates:

1. Update videos / photographs.
2. Update maps / sketches of site layout.

3. Update quality assurance reports, fuel spill reports, etc.

7. Site number and location:

1. Date closure complete.
2. Household hazardous waste removed.
3. Contractor equipment and temporary structures removed.
4. Contractor petroleum spills remediated.
5. Ash piles removed.
6. Comparison of baseline information to conditions after the contractor has vacated the temporary site.

8. Appendices:

- Closure documents.
- Contracting status reports.
- Contract.
- Testing results.
- Correspondence.
- Narrative responses.
- Determine separate protocols for ash, soil and water testing.
- Develop decision criteria for certifying satisfactory closure based on limited baseline information.
- Develop administrative procedures and contractual arrangements for closure phase.
- Inform local and State environmental agencies regarding acceptability of program and established requirements.
- Designate approving authority to review and evaluate contractor closure activities and progress.
- Retain staff during closure phase to develop site specific remediation for sites, as needed, based on information obtained from the closure checklist shown below.

II. Reporting

- A. The Loading Site Monitor will turn in their copy of the load ticket to their supervisor at the end of each shift. The Contractor's supervisor will ensure that the load tickets and log are submitted to the Debris Management Center not later than 9 a.m. the following day. Also by 9 a.m. the contractor will provide reports concerning progress in a format designated by the County.
- B. The Loading Site Monitors will also maintain a log that contains the following information:
 1. Debris "Control Point" or loading site location

2. Loading Site Monitors' Name
 3. Supervisor's Name
 4. Number of Load Tickets issued during the shift
 5. Starting load ticket number
 6. Ending load ticket number
 7. Any problems encountered or anticipated
- C. The Debris Management Site Monitor will turn in their copy of the load ticket to their supervisor at the end of each shift. The Contractor's supervisor will ensure that the load tickets and log are submitted to the Debris Management Center not later than 9 a.m. the following day.
- D. The Debris Management Site Monitors will maintain a log that contains the following information:
1. Debris Management Site location
 2. Debris Management Site Monitors' Name
 3. Supervisor's Name
 4. Truck/trailer number and volume of debris hauled into the site
 5. Cumulative total of debris delivered at the site during the shift
 6. Any problems encountered or anticipated
 7. Grids cleared and number of passes
- E. The Roving Debris Monitor(s) will be responsible for completing the Debris Loading Site Monitoring Checklist provided by the Debris Management Center. Report will be submitted to immediate supervisor on a daily basis.
- F. The Roving Debris Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. Supervisor will keep Debris Manager informed of situations that impact the execution of the debris removal contract.
- G. The supervisor will collect all written reports and provide them to the Debris Management Center by 9 a.m. the following day.
- H. The Contractor will provide debris monitors with the means to communicate (cell phone, satellite phones, radio, etc.) to communicate

with their supervisor or the Debris Management Center as may be necessary. Contractor supervision is responsible for resolving issues with truck drivers and other contractors' personnel.

- I. The load tickets are to be compiled daily into a daily report that accesses all information gathered on each load ticket, all incorrect or unclear items on any ticket render it invalid until corrected. Corrections must have an initial and date. The original load tickets become the basis of payment to the debris contractor and the combined sum of all tickets become the basis of reimbursement from FEMA and the State and as such, the quality, consistency, accuracy of the individual ticket and the reporting of the data contained upon these tickets and collected by the monitors are the primary deliverable for which the contract will be let.

III. Safety

- A. All Contractor personnel must wear required safety equipment whenever on a debris management site. The following are mandatory: Hard hat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.
- B. The Contractor will maintain a telephonic contact list at each loading site and debris management site of the Contractor's supervisor, Debris Manager, Debris Management Center and nearest fire, police, and emergency medical facilities.
- C. The Contractor will ensure that Contractor personnel adhere to all debris management site safety requirements.

IV. Other Considerations

- D. The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- E. The Contractor must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the Debris Management Center before commencing work.
- F. The Contractor shall be responsible for correcting 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.

- G. The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include but are not limited to: site cleanup and remediation; fines, administrative and civil penalties; and third party claims imposed on Chatham County by any regulatory agency or by any third party as a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractors, or any other persons, corporations or legal entities retained by the Contractor under this contract.
- H. The Contractor must attend all meetings required by Debris Manager to evaluate the performance of all monitors or to discuss any open contract issues.
- I. The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract.

V. Payment

- A. Project Manager. The unit price must be at the Contractor's standard billing rate.
- B. Supervisor. The unit price must be at Contractor's standard billing rate.
- C. Loading Site Monitor. The unit price must be at Contractor's standard billing rate.
- D. Debris Management Site Monitor. The unit price must be at Contractor's standard billing rate.
- E. Roving Debris Monitor. The unit price must be at Contractor's standard billing rate.
- F. Debris Management Consultant. The unit price must be at the Contractor's standard billing rate.
- G. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits.
- H. Mileage. An all inclusive mileage rate is to be used which will cover fuel, maintenance, repairs, insurance, etc. No additional charges are to be billed. The County will not pay for rental cars.

Exhibit 2: Insurance Requirements

Insurance Requirements for Contractors

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability “occurrence” coverage form
- B. Insurance Services Office form current form approved for use in North Carolina. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
- C. Workers' Compensation insurance as required by the Labor Code of the State of North Carolina, including Employers Liability insurance.

VI. Minimum Limits of Insurance

- A. Contractor shall maintain limits no less than:
 1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
 3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of North Carolina and Employers Liability coverage with minimum of \$500,000.

VII. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either:

- A. the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or
- B. the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

VIII. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- A. General Liability and Automobile Liability Coverage's
 - 1. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured's" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of Chatham County.
 - 2. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
 - 3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- B. Workers' Compensation and Employers Liability Coverage;
General Liability and Automobile Liability Coverage's The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.
- C. All Coverages
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

IX. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

X. Verification of Coverage

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

XI. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

Exhibit 3: New Vendor Registration Form

PLEASE COMPLETE AND RETURN THIS FORM WITH YOUR RESPONSE PACKET

FIRM NAME:		PRINCIPAL CONTACT:		E-MAIL ADDRESS		
STREET ADDRESS (INCLUDING SUITE/BUILDING, ETC.):			VOICE PHONE:	EXT.	CELL PHONE:	
MAILING ADDRESS:			CITY:	STATE:	ZIP:	
MAIN PHONE:	FAX:	WEB ADDRESS:				
Is the principal contact listed above authorized to sign bids, contracts and checks? Yes: No:						
If no, list the name of the individual who has such authority:				Phone number:	Ext.	
Federal I.D. :		Occupational License No.:		State Contractor's License No.:		
Primary Business:	Manufacturer	Distributor	Contractor	Other (Please specify)		
Product to be provided/sold:						
Firm/Company type:	Sole Proprietorship	Partnership	Corporation	Non-Profit Corp.	Other:	
Is your company a Certified:	Woman-Owned	African American	Hispanic	Asian American	Native American	Native Alaskan
Terms of payment:						
Bonding Capability:	Don't know	Under \$100,000	Over \$100,000	Other:		
Does your firm currently cover all employees with Workman's Compensation insurance: Yes No If yes, in what amount:						
Are any officers, owners, partners, or employees (or employee family) an employee of the Johnson County Board of Commissioners: Yes No						
If above answer is Yes, please identify that person and their position with the County.						
Certification						
I certify that the information supplied herein, including all pages attached, is correct and that neither the applicant nor any person (or concern) in any connection with the applicant is a principal officer so far as known, is now debarred or otherwise ineligible from bidding for any reason or project with the Chatham County Board of Commissioners.						
Signature:			Title:		Date:	

Exhibit 4: Question and Response Form

RFP NUMBER: _____

RFP NAME: Monitor Disaster Recovery/Debris Removal

NOTE: We understand that questions may arise from this bid packet or the specifications pertaining to this project. We will make every attempt to answer your questions in a timely manner. However, all questions must be in written format and on this form. You can submit your question via fax to (Insert Phone Number). Please be sure that all of the requested information has been provided. Once the question has been answered, we will fax the response back to you and to only those firms that have faxed the NOTICE TO PARTICIPATE to the Purchasing Department at (Insert Phone Number).

IMPORTANT: Only those firms responding with the NOTICE TO PARTICIPATE will receive any response to questions asked.

FIRM REQUESTING INFORMATION: _____

PERSON MAKING REQUEST: _____

ADDRESS _____

PHONE # _____

FAX # _____

QUESTION:

ANSWER:

PERSON RESPONDING TO QUESTION: _____