



Date: 8/28/2018  
To: Vendors Interested in the RFP for Disaster Debris management  
From: Robin James, CLGPO  
Chatham County Procurement Manager  
Subject: Addendum No. 1

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In response to several questions submitted for this solicitation, Chatham County has issued Addendum No. 1.

Q.1.) Will Chatham County establish the debris staging/final disposal area? If so, will this area be within Chatham County? If Chatham County establishes a staging area for debris, can debris processing (i.e., chipping, etc.) be performed at this area?

A.1.) **Section 2.4 of the RFP and the map in Attachment C clearly identify the location of the sites and what can be done on the sites.**

Q.2.) With regards to pricing, three options are presented. Are you looking for a per day, per ton, per crew, etc. for this pricing; or are you looking for unit rates for equipment and labor?

A.2.) **I do not understand what 3 options are being referenced. Attachment B is the pricing proposal and lists multiple items to be priced. The unit rates for equipment and labor has also been requested as an additional list.**

Q.3.) Will the debris in question for this RFP be limited solely to vegetation and non-contaminated soil?

A.3.) **Please refer to the RFP, Section 2.**

Q.4.) What was the last event that impacted the county which required activation and performance by the county's disaster debris management contractor?

A.4.) **Ice Storm of 2002**

Q.5.) How many cubic yards of debris was collected in that event?

A.5.) **5,000 tons**

Q.6.) Will this contract be used to perform services on state roads in lieu of the NC DOT performing those services?

A.6.) **Yes**

Q.7.) If the answer to question 3 is yes, does the County and/or any of municipalities have a pre-existing memorandum of understanding with NC DOT that authorizes them to perform debris removal services on state roads?

A.7.) **Yes. See attached Exhibit 1.**

Q.8.) How many miles of public roads (State and County) are within the County?

A.8.) **1.2 miles of County maintained roads within the County (first and last blocks of Progress Blvd and County Services Rd)**



Q.9.) How many miles of public roads (municipal) are within the County?

A.9.) **70.6 miles of Municipal maintained roads within the County.**

Q.10.) How many miles of State roads are within the County and municipalities?

A.10.) **1,194.8 miles of State maintained roads within the County and municipalities.**

Q.11.) In Attachment B, Line item 4, per FEMA guidance, is traditionally priced by a cubic yard, not a lump sum. Would the County consider changing the price from lump sum per site to cubic yardage based on the incoming cubic yards of debris?

A.11.) **We would consider this change.**

Q.12.) Regarding the Evaluation of the Pricing, does the County intend on adding up all unit price line items to get a total figure to compare against other proposer's or will there be quantities assigned? If quantities are going to be assigned, what will they be?

A.12.) **In accordance with Section 6 I of the RFP, "Contractor shall completely fill out Attachment B for every item listed. The County will evaluate costs based on an assumed quantity for each item." (we have not yet determined what the assumed quantity will be.)**

**"In addition to Attachment B, the Contractor shall provide an hourly rate for all equipment and personnel expected to be assigned to the Project."**

This ends the information included in the first addendum.

## CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Environmental Quality

Department contract file name (use effective date): 20161123

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: DOT Disaster Debris

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: DOT

Effective Date: 11/23/2016

Approved by: County Manager

Ending Date: Click here to enter a date.

Total Amount: 0

Account # charged: Click here to enter text.

Special Terms: Click here to enter text.

Reminder Date: Click here to enter a date.

Reminder Email to: Click here to enter text.

Reminder Reason: Click here to enter text.

Vendor ID: Click here to enter text.

Vendor Contact Name: Click here to enter text.

Vendor Email: Click here to enter text.

Vendor Address: Click here to enter text.

Vendor Phone #: Click here to enter text.

Archive Date: Click here to enter a date.

2. Department Head or his/her designee has read the contract in its entirety.

By: \_\_\_\_\_ (Department Head signature required)

3. County Attorney has reviewed Yes ☒



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical Advisor has signed the contract. Yes ☐ No ☐

5. Vendor has signed the contract. Yes ☒ No ☐

6. Vendor has provided E-Verify Affidavit. Yes ☐ No ☒

7. A budget amendment is necessary before approval. Yes ☐ No ☒

If budget amendment is necessary, please attach to this form.

8. Approval

☐ Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

☒ Requires approval by the Manager – contracts \$100,000 or less.

9. Submit to Clerk.

**Clerk's Office Only**

- ☐ Finance Officer has signed the contract  
☐ The Finance Officer is not required to sign the contract



PAT McCRORY  
Governor

NICHOLAS J. TENNYSON  
Secretary

December 1, 2016

Renee Paschal, County Manager  
Chatham County  
P.O. Box 1809  
Pittsboro, NC 27312

SUBJECT: Chatham County Disaster Related Debris Recovery Agreement

Dear Ms. Paschal,

Enclosed is a fully executed Agreement (ID # 6621) for Disaster Related Debris Removal within Chatham County. In the event of a declaration of a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency, County officials may request that NCDOT release the authority of debris removal from the right-of-way of the State Maintained Roads specified in an Appendix A (attached to the Agreement). A separate Appendix should be submitted for each Disaster event.

Once NCDOT's Division representative releases the authority of debris removal, the County may then begin operations to remove and dispose of disaster related debris on all released State System Roads and act as the applicant for reimbursement from FEMA and FHWA. The Agreement is in effect for five years from the date of execution (November 23, 2016) and may be extended for two additional years if mutually agreed upon by NCDOT and the Town. Please coordinate with the NCDOT officials listed below for further information.

Sincerely,

A handwritten signature in cursive script that reads 'Lee Ann Billington'.

Lee Ann Billington, Contract Officer  
Local Programs Management Office  
1595 Mail Service Center  
Raleigh, NC 27699-1595

cc: Emily McGraw, PE, State Maintenance Operations Engineer, (919)733-3725  
Joshua Kellen, State Maintenance Disaster Recovery Engineer, (919)733-3725  
CE (Chuck) Dumas, Jr. PE, Division 8 Maintenance Engineer, (910)944-2344  
Brandon H. Jones, PE, Division Engineer, (910)944-2344



NORTH CAROLINA

**DISASTER RELATED DEBRIS REMOVAL  
AGREEMENT**

CHATHAM COUNTY

DATE: 7/1/2016

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

AND

WBS Elements: N/A

COUNTY OF CHATHAM

THIS SPECIAL AGREEMENT, hereinafter referred to as "AGREEMENT" is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the County of Chatham hereinafter referred to as the "County," collectively referred to hereinafter referred to as "the Parties."

**WITNESSETH:**

**WHEREAS**, this AGREEMENT is made on the last date signed below between the Department and the County for the emergency removal of disaster related debris during a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to the North Carolina General Statutes, Chapter 14 and Chapter 166A; and,

**WHEREAS**, during a declared State of Disaster or Imminent Threat of Disaster which implements the North Carolina Emergency Operations Plan, hereinafter referred to as "the NCEOP", the Department may be called upon to perform certain functions, including the removal of debris from the right of way of public roads and streets, pursuant to the NCEOP; and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, herein referred to as the "Stafford Act", as it relates to this AGREEMENT; and,

**WHEREAS**, in certain instances, the Moving Ahead for Progress in the 21st Century Act, hereinafter referred to as "MAP-21," allows the Federal Emergency Management Agency, hereinafter referred to as "FEMA," to reimburse for debris removal on Federal Highway Administration, hereinafter referred to as "FHWA," routes; and,

**WHEREAS**, the County has requested and the Department is in agreement that it be allowed the opportunity and responsibility to perform certain Department functions as set forth in the NCEOP, in order to assure that its citizens are served and protected; and,



**WHEREAS**, the Parties have conferred as to the best methods and practices to allow the County to assume these responsibilities;

**NOW, THEREFORE**, the Parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

#### **DEFINITIONS**

1. For purposes of this AGREEMENT, the following definitions shall apply:
  - A. "State Routes" shall mean those roads maintained by the Department on the National Highway System, including US and NC Routes and Secondary Routes that are identified by a four-digit State Route (SR) number.
  - B. The term "disaster related debris" shall be such debris for which removal costs are considered eligible for reimbursement by FEMA during a particular State of Disaster, Imminent Threat of Disaster or State of Emergency.

#### **DESCRIPTION OF WORK**

2. The County shall remove and dispose of disaster related debris on all released State Routes. In so doing, the County shall comply with all State and Federal policies, guidance, and requirements regarding procurement, storm debris removal, monitoring and disposal including landfill quantity calculations and site disposal costs.
3. The County shall remove all disaster related debris even if such removal requires multiple passes on a particular route and shall continue until the mutually agreed upon completion date. All work pursuant to this AGREEMENT shall be completed to the satisfaction of the Department's Division Engineer of the Transportation Division in which County is located. The Division Engineer's decision as to the completeness of the work shall be final.

#### **TIME FRAME**

4. This AGREEMENT shall remain in effect for five (5) years from the date of execution included herein. This AGREEMENT may be extended for two (2) additional years, contingent upon the availability funds, if mutually agreed upon in writing by the Parties. On behalf of the County, extensions may be authorized and executed by the ~~City~~ *County* Manager or other official as designated without further resolution of the County.
5. All work pursuant to this AGREEMENT shall be completed by a date mutually agreed to by the Division of Emergency Management (DEM), FEMA, the Department and County.

## **REIMBURSEMENT FOR ELIGIBLE COSTS**

6. The County shall apply directly to FEMA for reimbursement of eligible debris removal costs in accordance with the rules, regulations and procedures of those agencies for such debris removal at that time. Any reimbursement must be governed by the current rules, regulations and procedures of those agencies for the specific State of Disaster, Imminent Threat of Disaster or State of Emergency, and the Department shall not be responsible for any portion of reimbursement costs whatsoever to County.

## **PROCEDURES FOR REMOVAL OF DISASTER RELATED DEBRIS**

7. During a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Chapters 14 and 166A of the North Carolina General Statutes and upon a determination by the Parties that is desirable that County be responsible for removal of debris from the right of way of State Routes, the County shall submit a completed Request Release of State System Roads, Form SSR-01, (see Appendix A) to the Department's Division Engineer. This request, if approved, will release the identified State Routes to the County for disaster related debris removal.
8. The Department will review the County's *Request Release of State System Roads*, Form SSR-01 and respond in writing indicating whether the Department has approved or denied the request from the County for removal of disaster related debris under the terms of this AGREEMENT. If approved, this action will be considered the County's "Notice to Proceed" with the work.
9. When the County is approved for the removal of disaster related debris on State Routes under the terms of this AGREEMENT, the County will be responsible for complying with all Department rules, regulations and procedures including, but not limited to, safety, insurance, and traffic control in accordance with the Manual on Uniform Traffic Control Devices when undertaking the work.
10. The County shall provide a written report to the Department's Division Engineer that includes a detailed description and quantities of the work accomplished for each Notice to Proceed issued by the Department within sixty (60) days of the completion of the work.
11. The County shall be responsible for repair of any damages to the state maintained rights of way, which may be caused by debris removal operations undertaken pursuant to this AGREEMENT. All repairs shall be completed to the satisfaction of the Department's Division Engineer of the Transportation Division in which the County is located. The Division Engineer's decision as to the completeness of the work shall be final.

## **PRINCIPAL REPRESENTATIVE**

12. To provide consistent and effective communication between the Parties, each Party shall appoint a Principal Representative to serve as its central point of contact responsible for coordinating and implementing this AGREEMENT. Any notices required by this AGREEMENT shall be in writing and shall be personally delivered or sent by United States mail, First Class postage pre-paid to ensure delivery to the Parties, respectively, at the following addresses, unless a Party has been notified in writing by the other of a change of address:

### **To the Department:**

Michael L. Holder, P.E.  
Chief Engineer  
North Carolina Department of Transportation  
1501 Mail Service Center  
Raleigh, North Carolina 27699-1501

### **To the County:**

Renee Paschal, County Manager  
Chatham County  
P.O. Box 1809  
Pittsboro, NC 27312

## **ADDITIONAL PROVISIONS**

13. This AGREEMENT may be amended at any time by mutual agreement of the Parties by a written Supplemental Agreement approved and signed by the Parties.
14. This AGREEMENT may be terminated by either Party upon submission of a thirty (30) day advance written notice of termination to the other Party, except in instances where there is active debris removal. In these instances where active debris removal is ongoing, the termination will be effective no sooner than thirty (30) days after the completion of all active debris removal already underway.
15. This AGREEMENT is solely for the benefit of the identified Parties to the AGREEMENT and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
16. The County shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.



17. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this AGREEMENT, the County certifies, that neither it nor its agents or contractors performing work included in this AGREEMENT are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.
18. The County shall certify to the Department compliance with all State laws and regulations and ordinances that are applicable to the County in connection with the work included in this AGREEMENT and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the Agency or any entity performing work included in this AGREEMENT under contract with the County.
19. The County is solely responsible for all agreements, contracts, and work orders entered into or issued by the County for the work included in this AGREEMENT. The Department is not responsible under this AGREEMENT for any expenses or obligations incurred for the work included in this AGREEMENT.
20. The County agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina for any and all claims for payment, damages and/or liabilities of any nature including damage or injury to persons or to private property occurring as a result of the debris removal activities asserted against the Department in connection with this AGREEMENT. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.
21. In compliance with state policy, the County shall have a Conflict of Interest Policy for its employees, in addition to the statutory conflict of interest restrictions applicable to its directors.
22. All terms and conditions of this AGREEMENT are dependent upon, and subject to, the allocation of funds for the purpose set forth in the AGREEMENT and the AGREEMENT shall automatically terminate if funds cease to be available.
23. The County and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the County shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of the final payment, for inspection and audit by the Department's Financial Management Section, the Office of State Management and Budget, the FHWA, or any authorized representatives of the Federal Government.
24. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" ([http://www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default)) and the Federal Single Audit Act Amendments of 1996, the County shall arrange for an annual independent financial and compliance audit of its fiscal operations. The County shall

verify to the Department that the annual independent audit report has been completed within nine (9) months after the County's fiscal year ends.

25. The Department must approve any assignment or transfer of the responsibilities of the County set forth in this AGREEMENT to other parties or entities.

26. In no way shall it be construed or implied that either the Department or the County is by this AGREEMENT intending to abrogate its obligation and duty to comply with the regulations promulgated under Federal and state law.

27. This AGREEMENT contains the entire agreement between the Parties and there are no understandings or agreements, verbal or otherwise, regarding this AGREEMENT except as expressly set forth herein.

28. The Parties hereby acknowledge that the individual executing the AGREEMENT on their behalf is authorized to execute this AGREEMENT on their behalf and to bind the respective entities to the terms contained herein and that he has read this AGREEMENT, conferred with his attorney, and fully understands its contents.

29. A copy or facsimile copy of the signature of any Party shall be deemed an original with each fully executed copy of this AGREEMENT as binding as an original, and the Parties agree that this AGREEMENT can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the AGREEMENT.

30. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

31. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 *et seq.* requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Disinvestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

- By execution of this AGREEMENT each Party certifies that neither it nor its Agents or Contactors/Subcontractors 1) are on the Final Divestment List of

entities that the State Treasurer has determined engages in investment activities in Iran; 2) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and 3) that the undersigned are authorized by the Parties to make this Certification.

- During the term of this AGREEMENT, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this AGREEMENT will remain valid; however this certification will no longer be required.

IT IS UNDERSTOOD AND AGREED that the approval of the Work by the Department is subject to the conditions of this AGREEMENT.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the County by authority duly given.

L.S. ATTEST:

COUNTY OF CHATHAM

BY: Lindsay K. Ray

BY: Renee Paschal

TITLE: Clerk to the Board

TITLE: County Manager

DATE: 10-18-16

DATE: 10/18/16

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

Vicki McNamee

(FINANCE OFFICER)

Federal Tax Identification Number

566000284

Remittance Address:

Renee Paschal, County Manager  
Chatham County  
P.O. Box 1809  
Pittsboro, NC 27312

DEPARTMENT OF TRANSPORTATION

BY: Phil H. Hel

(CHIEF ENGINEER)

DATE: 11/23/16

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 8-4-2016

# Request Release of State System Roads

FEMA - \_\_\_\_\_ - DR - NC

Requesting Applicant: \_\_\_\_\_

In accordance with the Agreement on file between the NCDOT and the Requesting Applicant listed above; the local government is hereby requesting the NCDOT to release its authority for FEMA reimbursement for emergency services to the local government authority for the State System Roads listed below.

- I. ☐ Release of all State System Roads  
or  
II. ☐ Selective State System Roads as Follows:

_____	_____
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Local Government  
Designated Agent:

*Kevin 2 Poch*

Date

*10/18/14*

## North Carolina Department of Transportation

Release by:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_