DISASTER DEBRIS CLEARANCE AND REMOVAL SCOPE OF SERVICES

PowerSouth is a generation and transmission electric cooperative that provides wholesale electric power to its 20 distribution members throughout Alabama and Northwest Florida. The scope of services to be provided pursuant to this RFP includes disaster debris clearance and removal services for one or more Participating Members in the wake of a Federally declared major disaster. Where PowerSouth elects to participate in the RFP for itself, it is also a "Participating Member." The selected Respondent will execute a Master Services Agreement ("MSA") with one or more Participating Members. If a Participating Member elects to activate Contractor under the MSA, the Participating Member will issue a Task Release (wherein Participating Member will be referenced as an issuing Member) with the specific details of the work. The Scope of Work described below provides the full scope of services that may be requested in a Task Release; however, a Task Release may describe less than all of the services described, as required by the issuing Member's specific needs.

I. GENERAL

The scope of services to be provided pursuant to this RFP includes the cutting, clearance, collection, removal, and/or lawful disposal of disaster-generated vegetative debris from an issuing Member's utility right-of-way (ROW) throughout its service territory. Vegetative debris includes hazardous whole trees, hazardous tree stumps, hazardous tree branches, and other leafy material. Issuing Members will indicate in the Task Release whether they will require cut-and-drop debris clearance services (where debris is cleared and piled neatly on the ground or mulched in place within the rights of way for clearance by another entity) or debris clearance, removal, and hauling services (where debris is cleared, removed, and hauled to a temporary debris management site ("DMS") and/or final disposal site (e.g., landfill)). **Respondents may submit a proposal for cut and drop services only. Respondents should indicate in their proposal if they do not offer removal services, or do not wish to bid on removal services.**

For purposes of this RFP, Respondents should assume a 30-foot ROW for distribution lines and 100-foot ROW for transmission lines upon which property owners allow the Participating Member to maintain, rebuild, and construct overhead distribution and transmission electrical lines. The property owners permit the use of their property by executing a utility easement or by applying for electric service. The center line of an easement may be assumed to be the line of distribution or transmission poles standing within the right of way. For distribution lines, the 30 feet are measured by clearing 15 feet of the ROW parallel to the center line of the distribution pole line on both sides of the center line. For transmission lines, the 100 feet are measured by clearing 50 feet of the ROW parallel to the center line of the pole line on both sides of the center line. Actual ROW clearances may differ for each Participating Member.

Issuing Members will provide specific work authorizations through written Task Releases detailing the work to be performed, location of the work, timeframe for completion, rates to be used, etc. Contractor will be permitted to perform services during daylight hours, seven days per week. Any deviations from this schedule will be at the issuing Members' discretion.

The quantity of work under the MSA will be based on issuing Member's specific needs. The output will be verified by issuing Member and its debris monitoring contractor.

Contractor should expect to prepare daily written progress reports documenting the services performed and the debris cleared.

In performing the services under the issuing Member's Task Release, Contractor is expected to use staff with qualifications commensurate with the nature of the work to be performed. Use of staff that are more highly qualified than necessary for the associated work is not permitted and may jeopardize FEMA reimbursement.

II. MOBILIZATION AND DEMOBILIZATION

A. Mobilization

Contractor is expected to be fully operational and onsite within 48 hours after Contractor receives Task Release from the issuing Member. Issuing Member and Contractor may agree on a longer or shorter activation time per the Task Release.

B. Demobilization

The issuing Member shall provide Contractor with 24-hours advanced notice that debris clearing services will no longer be needed and can be demobilized.

III. SERVICES

A. Debris Clearing Services

The general work to be undertaken includes the following:

- Debris shall be removed from issuing Member's utility facilities to abate imminent and/or significant threats to the public health and safety of the community; and to allow employees to access safely and adequately the electric distribution system for maintenance and power restoration.

- Debris includes any vegetative debris that is within issuing Member's ROW (examples included but not limited to: vines, trees, tree branches, and/or tree stumps).

- Where cut-and-drop services are requested, all cleared debris not to be mulched in place shall be placed neatly on the ground in piles where cut, accessible to a debris hauler. Mulched debris shall be left in the ROW to compost into the ground. Contractor shall place debris in a way that permits ingress and egress from the area. Debris piles shall not create a safety hazard or otherwise increase the danger to the public health and safety.

- Broken Limb or Branch Removal – Contractor shall remove broken limbs or branches that pose an immediate threat. If the Task Release is being performed on a unit price basis (per tree), then the Task Release must describe the parameters by which the Contractor will determine if a hazard exists and will not be compensated for broken limbs or branches that fall outside those parameters. Photographs and GPS X and Y coordinates are required for reimbursement by FEMA.

- Tree Stumps – Contractor shall remove hazardous stumps that are within the ROW. If the Task Release is being performed on a unit price basis (per stump), then then the Task Release must describe the parameters by which the Contractor will determine if a hazard exists and will not be compensated for stumps that fall outside those parameters. Photographs and GPS X and Y coordinates are required for reimbursement by FEMA.

- Tree Removal – Contractor shall remove incident-damaged trees that present a hazard because they have a split trunk, broken canopy, or are leaning at an unsafe angle and interfere with the electrical distribution or transmission lines or potentially will interfere due to their hazardous condition. Photographs and GPS X and Y coordinates are required for reimbursement by FEMA.

- Fill Dirt – Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of stumps, and other areas that pose a hazard to public access or property owner access upon direction of issuing Member.

- Canals, Streams, and Conservation Areas – Contractor shall coordinate with the appropriate local, state, or federal agencies with jurisdictional authority to remove debris in natural or man-made waterways.

If an issuing Member requests cut-and-drop services only, such services will be compensated on a time-and-equipment basis, except that hazardous tree work (see Section III.B., below) may be compensated on a per tree or per stump basis). The method of compensation will be indicated on the Task Release.

Contractors will be required to document all work performed to substantiate time spent, including a daily log describing the work performed, by whom, the location with GPS coordinates or mile markers, and before and after photographs for each conductor span cleared.

B. Removal of Hazardous Trees, Limbs, and Stumps

Participating Members may issue a Task Release for removal of hazardous trees, limbs, and stumps on unit cost basis (per tree or per stump). Removal of hazardous trees, limbs, and stumps must be performed in accordance with applicable FEMA guidelines and within the parameters described in any Task Release. The following guidelines are provided for reference only. Contractor will be required to comply with the guidelines in the latest-issued version of FEMA's Public Assistance Program and Policy Guide, or other applicable guidance:

1. Broken Limb or Branch Removal

Hazardous limb or branch removal required as a result of a disaster may be funded by FEMA on a per tree basis. FEMA will reimburse the cost to remove broken limbs or branches that pose an immediate threat, as established by photographs and GPS location. Only the minimum cut necessary to remove the hazard is eligible for FEMA funding. For example, cutting a branch at the trunk is not eligible if the threat can be eliminated by cutting it at the closest main branch junction. Removal of broken limbs or branches that may be FEMA-eligible must be well documented.

2. Hazardous Trees

Tree removal required as a result of a disaster may be funded by FEMA on a per tree basis. FEMA considers incident-damaged trees to be hazardous and eligible for reimbursement if the tree:

- Has a split trunk;
- Has a broken canopy; or
- Is leaning at a dangerous angle (e.g., greater than 30 degrees).

Photographs of the hazard and GPS location are required to support eligibility.

For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible for reimbursement. For removal of a tree with a root-ball, FEMA will not

reimburse two separate unit costs to remove the tree and its root-ball. The cost to fill the root-ball hole will be included in the per-tree unit price. For trees that have less than 50 percent of the root-ball exposed, FEMA only provides funding to flush cut the item at ground level and dispose of the cut portion, without grinding. These trees will be cut in a manner to be piled with regular vegetative debris.

3. Stump Grinding

Stump grinding required as a result of a disaster may be funded by FEMA on a per stump basis. FEMA has specific criteria which must be met in order for related costs to be eligible. Contractor must be familiar with and adhere to FEMA's criteria. FEMA only reimburses contracted costs charged on a per stump basis if a hazard is established through photographs and GPS location and extraction is required as part of the removal.

FEMA requires per stump pricing to include extraction, transport, disposal, and filling the root-ball hole.

For stumps that have less than 50 percent of the root-ball exposed, FEMA only provides funding to flush cut the stump at ground level and dispose of the cut portion, without grinding. These stumps, smaller stumps, or stumps of any size that do not require extraction, will be piled with regular vegetative debris.

4. Documentation Requirements

FEMA requires the following documentation to support the costs of removing tree limbs, branches, stumps, or trees still in place. These include:

- Specifics of the immediate threat with the U.S. National Grid (USNG) location and photograph or video documentation establishes the item is on issuing Member property;
- Quantity of material to fill root-ball holes; and,
- Equipment used to perform the work.

To the extent feasible, Contractor must document the hazardous nature of tree limbs, branches, stumps, or trees still in place with photographs that can be identified by location. These tasks may be performed in conjunction with issuing Member's debris monitoring contractor. Issuing Member reserves the right to immediately terminate a Task Release if Contractor and/or any subcontractor fails to provide service in accordance to guidelines set forth by FEMA.

C. Debris Removal and Disposal Operations

Participating Members may request that Contractor remove, reduce, and haul debris for disposal to a designated landfill or DMS. This work will be compensated on a unit rate basis (per cubic yard). If issuing Member includes such services in its Task Release, Contractor will be expected to provide all necessary labor, materials, and equipment to reduce, load, and haul vegetative debris from utility ROWs to a pre-approved DMS and/or final disposal site where it will be processed in accordance with all applicable local, state, and federal regulations. Contractor may use equipment which grinds, chips, or otherwise reduces vegetative debris at the point of collection. This processed debris will be loaded and hauled to the final disposal site (landfill).

The Contractor will be responsible for determining the method and manner of debris removal and lawful disposal operations. Prior to or upon issuance of a Task Release, the issuing Member and contractor will confer regarding the necessity and efficiency of a DMS, given the estimated volume and locations of debris. Issuing Member will thereafter make a determination as to whether a DMS will be requested and modify

the Task Release to so indicate, if necessary. If a DMS is used, the contractor will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at the DMS(s).

A load ticket system will be implemented by the issuing Member or its debris monitoring contractor. Drivers will be given an electronic or paper load tickets at the loading site by a loading site monitor. Drivers must cooperate with the debris monitor's efforts to collect load ticket information, including measuring truck capacities and estimating haul quantities at each point of operations (collection, DMS, and/or final disposal). The monitor will retain one copy of the paper load ticket and the driver will retain the remaining copies of the load ticket. Payment will be made against the contractor's invoice once site monitor and contractor load tickets and/or scale tickets match. Load tickets not properly completed and signed will not be paid.

D. Debris Management Sites

Contractor shall only use DMS(s) designated by issuing Member. Contractor shall provide equipment, operators, and laborers for DMS operations. Unit prices provided in the contractor's price proposal shall include all labor (including protective clothing such as hardhats and steel-toed boots, fringe benefits, hand tools, supervision, transportation, lodging, and any other costs) and materials necessary to fully operate and maintain all equipment (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, lodging, and insurance).

The work shall consist of managing the operations of a DMS and performing debris reduction by air curtain incineration and/or grinding/chipping of storm generated debris as directed by issuing Member. Contractor shall begin grinding vegetative debris within 72 hours of DMS opening date and removing mulch/wood chips within six calendar days of DMS opening date.

The contractor will operate the DMS(s) and only contractor vehicles and others specifically authorized by the issuing Member will be allowed to use the site(s). Only one level of subcontractor will be allowed to operate the site(s). There will be no multi-tiered subcontractors (sub of a sub) allowed to operate the DMS(s). The contractor is responsible for all activity at the DMS(s) operated by their subcontractor and must have an employee on site at all times to oversee daily operations.

1. Site Setup/Preparation and Site Closeout/Restoration

Site setup/preparation and site closeout/restoration shall be compensated on a lump sum basis in accordance with the contractor's price proposal. Site set-up / preparation / closeout / restoration includes: clearing, stripping, hauling, fill placement, constructing / deconstructing processing pads, limerock or crushed concrete access roads, sodding, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition.

2. DMS Foreman

The DMS foreman must be an employee of contractor and is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety.

The DMS foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to issuing Member or its designee.

3. DMS Night Foreman

The DMS night foreman must be an employee of contractor and is responsible for managing all night operations approved by issuing Member.

The DMS night foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to issuing Member or its designee.

4. DMS Management Plan

Once the DMS is identified by issuing Member, contractor will provide a Site Management Plan.
Three copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

- Access to site
- Site preparation -clearing, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, CONTRACTOR work area, and inspection tower
- Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures
- Location of existing structures or sensitive areas requiring protection

5. Inspection Tower

Contractor shall set up an inspection tower at each DMS within three calendar days of mobilization. The tower shall be constructed using pressure treated wood or steel scaffold. 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. Inspection towers must provide a dry area for employees and meet all FEMA and OSHA requirements.

Each Inspection Tower shall be equipped with two portable toilets. Toilets shall be provided immediately upon completion of tower assembly.

6. Grinding Operation

Contractor shall have the ability to mobilize grinders on site and in operation within 72 hours of mobilization. Failure to provide grinder(s) on site in operation within 72 hours may result in liquidated damages of $500 per day. There shall be no period longer than 24 hours in which grinding activity may stop due to equipment or operational failure. Failure to provide back-up equipment within 24 hours shall result in a $50 fine per hour per approved hours of grinding operation per day until grinding activity resumes.

7. Other Considerations

Contractor shall provide a water truck for the purpose of applying to site surface to minimize dust. Issuing Member shall provide a front-load garbage container and collection service of the container at each DMS. Contractor shall be responsible for cleaning up all trash and litter generated on the site from daily operations and depositing into the container for collection. The entrance roadway and surrounding area within ½ mile of the site's entrance shall be cleaned daily by the contractor.

E. Equipment

All trucks and equipment must comply all applicable federal, state, and local rules and regulations.

1. Truck Certifications

Issuing Member or its designee shall complete certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the contractor. Maximum volumes may be rounded up to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the placards affixed to each piece of equipment. Any and all unapproved changes to placard will result in no payment to contractor and operator and vehicle will be declared ineligible to perform any additional emergency debris collection services. Participating Members reserve the right to re-measure trucks and trailers at any time to verify reported capacity. If a truck and/or trailer are re-measured and the yardage capacity is determined to be lower, the lower yardage volume will be retro to the initial load and total volume adjusted accordingly.

2. Securing Debris

Trucks used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport that will permit the trucks to be filled to capacity and effectively contain the debris on the vehicle while hauling. If installed, all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed are subject to acceptance or rejection by the issuing Member or its designee. There shall be no hand-loaded equipment allowed.

Under no circumstance will the contractor mix debris hauled for others with debris hauled for an issuing Member under a Task Release. Failure to comply will result in no payment to contractor and operator and vehicle will be declared ineligible to provide any additional debris collection services.

Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided by contractor to prevent materials from falling or being blown from the bed. Loads not properly tarped or otherwise covered will not be allowed to dispose at any approved landfill or DMS which may result in non-payment to contractor.

3. No Moonlighting or Soliciting

Trucks or equipment designated for use under Contractor's Task Release with issuing Member shall not be used for any other work during working hours. Contractor shall not solicit work from private citizens or others to be performed in the designated collection service area during the period of the contract.

4. Equipment Signage

Prior to commencing operations, issuing Member or its designee shall affix to each piece of equipment, signs or markings indicating the Owner Operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Each

operator shall keep issuing Member certification with them at all times. Placards must remain on both sides of equipment.

F. Supervision

Contractor shall assign and provide an Operations Manager (OM) to serve as the principal liaison between issuing Member or its designee and Contractor's forces. The assigned OM must be knowledgeable of all facets of Contractor's operations and have authority in writing to commit Contractor. The OM shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangements for onsite accommodations. This linkage shall provide immediate contact via cell phone, fax machine, and have Internet capabilities. The OM will participate in daily meetings, functioning as a source to provide essential elements of information. The OM will report to issuing Member or its designee. This position will not require constant presence; rather the OM will be required to be physically capable of responding to issuing Member within 30 minutes of notification.

Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.

G. Reporting

Contractor shall submit a report to issuing Member or its designee by close of business each day of the term of the Task Release. Each report shall contain, at a minimum, the following information:

- Contractor's name
- Contract number
- Daily and cumulative hours for each piece of equipment, if applicable
- Daily and cumulative hours for personnel, by position, if applicable
- Quantities of unit-priced debris handled, if applicable
- Weather conditions affecting daily work

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject contractor to non-payment in each instance at the sole discretion of issuing Member.

H. Safety

Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of Contractor's personnel and equipment is the responsibility of Contractor. Additionally, Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of the MSA and Task Release.

Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

I. Claims for Damage

Issuing Member or its designee shall forward all claims of damage to Contractor daily. Contractor shall provide all contact information, including name, phone number, cellular phone number, fax number and email address, for personnel responsible for resolving all claims of damage. Contractor must respond to all claims of damage within 24 hours and resolve within ten calendar days. Contractor is responsible for all damage caused by his crew and/or subcontractors in the performance of debris removal.