EMERGENCY ACCESS MATTING SCOPE OF SERVICES

PowerSouth Energy Cooperative ("PowerSouth") is a generation and transmission electric cooperative headquartered in Andalusia, Alabama. PowerSouth provides wholesale power to 16 electric distribution cooperatives and four municipal electric systems in Alabama and northwest Florida. PowerSouth and its members (hereafter, together, "participating Members") own infrastructure that crosses varying forms of natural terrain including but not limited to wooded, steep and shallow elevations, floodplains, wetlands, swamps, creeks, ditches, streams, sloughs, and marshes. When infrastructure is damaged by natural disasters, participating Members seek to repair it as expediently as possible in order to minimize any disruption in power service. Due to the varied nature of the terrain and post-storm conditions, right-of-way access to infrastructure is often compromised by conditions such as downed trees, ground disturbances, and/or ground saturation. Participating Members require ground matting to enable rolling/tracked repair fleets to access their infrastructure from any point within their rights-of-way.

I. General

Participating Members are seeking proposals from contractors to provide "turnkey matting services" including: (1) delivery, staging, and maintenance of matting based on location at the Member's direction, (2) site relocation at the Member's direction, and (3) removal at project completion. Participating Members expect turnkey matting services to provide all services necessary for a rolling/tracked repair fleet to access the ground in any state (soil, water, etc.) within its right-of-way, including, but no limited to, bulldozers, excavators, digger/derrick (100'), personnel bucket truck (100'), and similar equipment.

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 for emergency access matting work, the participating Member will issue a Task Release (wherein participating Member will be referred to 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.

II. Mobilization and Demobilization

A. Mobilization

Contractor should assume it will be expected to be fully operational and onsite within 48 hours after Contractor receives a Task Release from an issuing Member. Issuing Member and Contractor may however agree on a longer or shorter activation time in the Task Release.

B. Demobilization

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

III. Services

The scope of services includes a wide variety of terrain that may need to be crossed to accommodate the electrical needs of the issuing Member's electrical distribution or transmission system in the wake of a major disaster. Services include delivering, laying, moving, and removing of all mats necessary to provide proper access. Contractor shall take into consideration all relevant environmental regulations as well as

type of machinery to be driven across the matting when determining the type and number of mats necessary for the work. Contractor must have the ability to respond with crews necessary to deliver and lay mats quickly and safely in the event of any emergency situation including tropical storms, hurricanes, tornados, man-made disasters, etc.

A. Emergency Access Matting

The Services shall include delivering, laying, moving, and removing mats meeting the following <u>minimum</u> specifications:

A. General use mats shall be either a 3-ply laminated wood mat measuring 4''x8'x16' (or greater) or a composite mat measuring 4''x8'x14' (or greater).

B. Bridging and crane mats shall be a wooden mat measuring 10"x4'x20' (or greater).

B. Documentation Management & Support

Contractor shall provide data management and support to issuing Member during the emergency recovery effort including but not limited to the following:

A. If required, Contractor shall supply certification placards meeting FEMA requirements and place such placards on its vehicles.

B. Contractor shall have a system for clearly tracking and documenting all costs associated with work conducted pursuant to this RFP and resulting MSA, identifying expenditures and maintaining documentation of the recovery process.

Contractor must maintain all records pertaining to work performed consistent with the requirements set forth in the Agreement.

C. Pricing

Respondents must provide their price proposal using the form provided herein, including an Hourly Rate Schedule, inclusive of all labor and equipment hourly rates, along with all mobilization and demobilization charges, and any miscellaneous charges that would be applicable to emergency access matting work.

D. Invoicing

Work will be compensated on a time and equipment basis per the Hourly Rate Schedule submitted with Contractor's proposal. All hourly rate charges must be supported by adequate backup documentation, including, but not limited to, timesheets and equipment sheets. All invoicing must be submitted to issuing Member within 30 days of the completion of the work.

1. Procedures for Billing and Invoicing Work

Invoices must include the invoice number, work completion date, Task Release number, and a brief description of work performed.

All invoices should be sent to the mailing address provided by issuing Member. If issuing Member will accept invoices submitted electronically, issuing Member will provide applicable e-mail address for such purposes.

Any invoice submitted without the accompanying backup documentation will be returned to Contractor without payment.

2. Equipment

Any equipment costs, including equipment necessary to mobilize and/or demobilize Contractor's workforce, not listed in the Hourly Rate Schedule will not be accepted unless previously approved in

writing by issuing Member. Hourly rates shall include Contractor's estimated cost of fuel per hour. Contractor may charge issuing Member for the use of equipment only while the equipment is in operation (e.g., road vehicles driving portal to portal during mobilization and demobilization and equipment in operation to perform work described in the Task Release). Equipment rates will not be paid for idle equipment during mobilization, demobilization, the period of performance of the Task Release, or any other time. All equipment deployed to issuing Member will be well maintained and capable of performing the necessary storm restoration tasks at all times.

3. Fuel

Emergency circumstances may be such that it would become difficult to obtain gas/diesel fuel in the affected area. If this occurs, issuing Member will likely provide fuel in the service area. As such, Contractor will charge its regular equipment rate, but will reimburse the issuing Member for cost of the fuel it receives from issuing Member. The rate of reimbursement will be issuing Member's actual cost. issuing Member will not include the costs of renting pumper trucks, tanker trucks, mobilizing, demobilizing, or staffing mobile fueling stations into the reimbursement rate.

4. Labor

Once at the emergency work location, labor hours are billed up to 16 hours per day for each storm resource assigned to issuing Member. All hours worked by Contractor's employees will be paid at the stated Storm Rate, unless Contractor indicates an alternate rate or a graduated rate scale. Contractor must maintain signed timesheets for all labor provided within a given invoice period. Timesheets will then be signed by an issuing Member's representative verifying the work performed and hours worked. Contractor will retain the original billing copy of all timesheets. A separate timesheet must be used for each task identified in a Task Release.

5. Lodging and Meals Per Diem

Contractor will be responsible for providing lodging to its employees and subcontractors if not provided by issuing Member. Lodging costs, including those incurred during mobilization and demobilization, will be reimbursed at actual invoice cost, subject to approval by issuing Member. Contractor shall provide receipts to support lodging costs including indication by name on each receipt of the employee or subcontractor utilizing the accommodation. Contractor is expected to select the most cost-effective rates available. If issuing Member provides lodging, e.g., base camps, no separate reimbursements will be made for alternative lodging without issuing Member's written pre-approval.

If meals are not provided by issuing Member, they will be reimbursed at cost with supporting documentation, not to exceed the rates set by the General Services Administration for the area in which the work is performed (or the closest geographical listing by GSA). For example, the current GSA rates for Gulf Shores / Baldwin County, Alabama are: \$16.00 for breakfast, \$17.00 for lunch, and \$31.00 for dinner. Only costs actually incurred will be paid. If issuing Member provides meals, Contractor meal expenses will not be paid.

No other expenses will be paid unless issuing Member approves of expense, in writing, before expense is incurred.

There will be no markups, overhead, or profit charges added to costs invoiced for lodging, meals, or other expenses.

6. Documentation Requirements

Invoices shall include supporting information and documentation for each individual whose work appears on an invoice submitted to issuing Member. Documentation includes:

• Name

- Job title and function
- Days and hours worked

• Description of work performed with daily logs/activity reports, including GPS coordinates for each work item completed.

• Timesheets

For each piece of equipment included on the invoice:

- Type of equipment and attachments used, including year, make, and model
- Size and capacity of equipment (e.g., horsepower, wattage)
- Locations and days and hours used with usage logs
- Operator name

For materials and supplies included on the invoice:

- Type of material/supply
- Quantity used
- Evidence of cost, e.g., receipts and invoices

Evidence (e.g., receipts, mileage records) of all other charged costs, including meals, lodging, transportation, and travel.