

MASTER SERVICES AGREEMENT FOR DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES

THIS MASTER SERVICES AGREEMENT FOR DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES (the “Agreement”) is made on this date the 1st of June, 2024 (the “Effective Date”) by and between _____ (the “Contractor”), and each of the Participating Members that have executed this Agreement at Section 42. Each Participating Member and Contractor are each referred to in this Agreement individually as a “Party” or collectively as the “Parties.”

The Parties, intending to be legally bound, covenant, and agree to the terms herein.

TABLE OF CONTENTS

Section 1. DEFINITIONS4

Section 2. SCOPE OF SERVICES5

Section 3. TASK RELEASES5

Section 4. PAYMENT TERMS6

Section 5. TAXES7

Section 6. NO QUANTITY GUARANTEE.....7

Section 7. CONTRACTOR’S PERSONNEL8

Section 8. SUBCONTRACTING8

Section 9. INDEMNIFICATION9

Section 10. INSURANCE9

Section 11. BONDING11

Section 12. PROFESSIONAL STANDARDS11

Section 13. LICENSES AND PERMITS12

Section 14. COMPLIANCE WITH LAWS12

Section 15. DEBARMENT AND SUSPENSION12

Section 16. BYRD ANTI-LOBBYING AMENDMENT13

Section 17. EQUAL EMPLOYMENT OPPORTUNITY13

Section 18. CONTRACT WORK AND SAFETY STANDARDS.....15

Section 19.	ENVIRONMENTAL COMPLIANCE	16
Section 20.	DOMESTIC PREFERENCE REQUIREMENTS	16
Section 21.	PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	17
Section 22.	AMENDMENTS AND CHANGE ORDERS	19
Section 23.	TERM.....	19
Section 24.	TERMINATION FOR CONVENIENCE BY PARTICIPATING MEMBER.....	19
Section 25.	TERMINATION FOR CAUSE BY PARTICIPATING MEMBER	20
Section 26.	EFFECT OF TERMINATION BY LESS THAN ALL PARTICIPATING MEMBERS.....	21
Section 27.	REMOVAL OF CONTRACTOR-OWNED EQUIPMENT AND MATERIALS.....	21
Section 28.	INDEPENDENT CONTRACTOR	21
Section 29.	FORCE MAJEURE	21
Section 30.	SEVERABILITY.....	22
Section 31.	ENTIRE AGREEMENT	22
Section 32.	APPLICABLE LAWS	22
Section 33.	NOTICES	22
Section 34.	CAPTIONS.....	23
Section 35.	NON-WAIVER.....	23
Section 36.	INSPECTIONS AND AUDITS.....	23
Section 37.	AMBIGUITIES	24
Section 38.	SURVIVAL	24
Section 39.	PARTIES IN INTEREST.....	24
Section 40.	ASSIGNMENTS	24
Section 41.	REMEDIES CUMULATIVE	24
Section 42.	SIGNATURES	25

- EXHIBIT A: SCOPE OF SERVICES
- EXHIBIT B: TASK RELEASE FORM
- EXHIBIT C: FEES
- EXHIBIT D: E-VERIFY AFFIDAVIT
- EXHIBIT E: ADDRESSES FOR NOTICE

Section 1. DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, the following terms have the meanings set out below:

- A. "Agreement" means, in controlling order: (1) any written amendments to this contract executed by all Participating Members that are Party to this Agreement and Contractor; (2) this contract between the Parties; (3) all exhibits to this contract; (4) Contractor's Proposal submitted in response to Request for Proposals.
- B. "Contractor" refers to _____, including its successors and assigns.
- C. "Day(s)" means calendar day, including weekends and legal holidays, whether capitalized or not, unless otherwise specifically provided. In the case of plural "days", those days will be consecutive.
- D. "Effective Date" means the date first set forth above.
- E. "Party" or "Parties" means each Participating Member and Contractor who are bound by this Agreement, individually or collectively as indicated in the context by which it appears.
- F. "Services" means all services required by or reasonably inferable from the Agreement and Exhibit A including all labor, materials, tools, supplies, equipment, transportation, mobilization and demobilization, insurance, subcontracts, supervision, management, reports, incidentals, quality control, and other items necessary or incidental by Contractor to fulfilling Contractor's obligations.
- G. "Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the goods, services, or work to be provided by Contractor under this Agreement, including subcontractors of any tier, suppliers, and material men, whether or not in privity with the Contractor.
- H. "Task Release" means written authorizations to commence work that will define the scope of work, objective, location, completion timeframe, rates, and other useful information necessary for the Contractor to begin work.
- I. "Term" means the entire period during which this Agreement is in effect, starting on the Effective Date and continuing through the final date of termination or expiration of this Agreement, including any renewals or extensions.
- J. "Participating Member(s)" refers to PowerSouth Energy Cooperative or each of those PowerSouth electric distribution members that have executed this Agreement at Section 42, including their successors and assigns.

K. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural.

L. The word “shall” is always mandatory and not merely permissive.

Section 2. SCOPE OF SERVICES

In consideration of the payments specified in this Agreement, Contractor agrees to provide all labor, material as requested, and supervision necessary to perform the emergency services as described in Exhibit A (the “Services”), as requested by any Participating Member. Any Participating Member may request performance of Services by issuing a Task Release as described in Section 3, below.

Section 3. TASK RELEASES

- A. This Agreement describes the terms and conditions under which Services will be performed by Contractor. Contractor will be authorized to commence the provision of Services by any Participating Member’s issuance of one or more Task Releases to Contractor. A Participating Member who issues a Task Release pursuant to this Agreement is referred to herein as the “issuing Member.” In the event multiple Participating Members issue Task Releases to Contractor for the provision of Services which together are beyond Contractor’s capacity to perform, Contractor shall make a good faith determination as to which Task Release(s) it will accept and notify each issuing Member as soon as possible. In making this determination, Contractor shall take all reasonable efforts to maximize its capacity.
- B. Each Task Release will describe the specific scope of Services to be performed, specify the rates to be charged consistent with this Agreement, include a price ceiling the Contractor exceeds at its own risk if the work is performed on an hourly rate basis, and specify the time period for performance, among other things. Unless otherwise directed by the issuing Member in writing, Contractor shall not commence work under this Agreement until the issuing Member and Contractor have executed a Task Release.
- C. Each Task Release shall take the form substantially similar to the Exhibit B, attached hereto. Upon execution by the issuing Member and Contractor, each Task Release shall become a part of this Agreement as to the issuing Member and Contractor only, and subject to the terms and conditions herein. Any changes or modifications to an executed Task Release, including to the Services to be performed or method, price, or schedule of same may only be made in accordance with Section 22, Amendments and Change Orders, unless the issuing Member and Contractor otherwise agree in writing.
- D. Where the terms of a Task Release conflict with the terms of this Agreement, the Task Release prevails.

- E. In situations where a Participating Member has established agreements with multiple contractors performing the same work or services described in this Agreement, the Participating Member may give preference to one or more contractors based on a determination of best value to Participating Member, which will include an evaluation of factors as described in the Request for Proposals under which the agreements were awarded. Each Participating Member reserves the right to issue a Task Release to a contractor other than the lowest priced offeror based on such determinations.

Section 4. PAYMENT TERMS

- A. An issuing Member shall pay, and Contractor shall accept, the fees set forth in Exhibit C as full compensation for all Services rendered by Contractor pursuant to a Task Release issued under this Agreement within 30 days of issuing Member's receipt and approval of Contractor's detailed invoice showing services provided during the invoice period. Invoices shall be submitted to the issuing Member's designated employee on a monthly basis unless otherwise indicated in the applicable Task Release. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. Invoice details will be verified by the issuing Member's designated employee before being paid.
- B. A ten percent (10%) retainage will be withheld by the issuing Member from each invoice until the Contractor's completion of the work described in the applicable Task Release. In order to release the retainage, Contractor must successfully complete the scope of the applicable Task Release, and receive a letter of completion from the issuing Member. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the issuing Member to repair damages caused by the Contractor to the issuing Member's property.
- C. Issuing Member may reject a payment request or invoice in writing within 20 business days after the date on which the payment request or invoice is stamped as received, which shall specify the deficiency and the action necessary to correct the deficiency and to make the payment request or invoice proper. Payment of a corrected payment request or invoice, or rejection thereof, shall be made 20 business days after the date the corrected payment request or invoice is stamped as received.
- D. Issuing Member may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts it previously paid to Contractor, to protect the issuing Member from loss because of:
 - i. Defective work not remedied by the Contractor or, in the opinion of the issuing Member, not likely to be remedied by the Contractor;
 - ii. Claims of third parties against the issuing Member or the issuing Member's property;
 - iii. Failure by Contractor to pay Subcontractors or others in a prompt and proper fashion;

- iv. Evidence that the balance of the work cannot be completed in accordance with the Agreement or at the agreed rates in Exhibit C;
 - v. Evidence that the work will not be completed in the time required as indicated in the applicable Task Release;
 - vi. Recurring or persistent failure to carry out the Services in accordance with the Agreement;
 - vii. Damage to the issuing Member or a third party to whom the issuing Member is, or may be, liable; or
 - viii. Recurring or persistent failure to submit required reports or other information requested by issuing Member.
- E. In the event that an issuing Member makes written demand upon Contractor for amounts previously paid by that issuing Member as contemplated in this Section, Contractor shall promptly comply with such demand.
- F. Issuing Members shall have no duty to third parties to withhold payment to Contractor and shall incur no liability for a failure to withhold funds.
- G. If an issuing Member disputes an invoice submitted by Contractor for any reason, including lack of supporting documentation (as may be required by the issuing Member in its sole discretion), that issuing Member shall temporarily delete the disputed item and pay the remainder of the invoice. The issuing Member shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the settled amount, if any, on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

Section 5. TAXES

Contractor shall be solely responsible for paying all sales taxes on materials and equipment furnished by Contractor as part of the Services and shall not seek reimbursement from any Participating Member for any such sales taxes paid by Contractor. No Participating Member will be liable for any expenses other than those expressly authorized by that Participating Member in this Agreement or in an executed Task Release.

Section 6. NO QUANTITY GUARANTEE

- A. This Agreement does not create an exclusive right in Contractor to perform all services concerning the subject of this Agreement. Each Participating Member may procure and execute contracts with other firms for the same, similar, or additional services as those set forth in this Agreement or any Task Release.

- B. Participating Members make no express or implied representations, warranties, or guarantees whatsoever, that any particular quantity, type, task area, or dollar amount of services will be procured or purchased from Contractor through this Agreement or any Task Release; nor do Participating Members make any express or implied representations, warranties, or guarantees, whatsoever for the amount or value of revenue that Contractor may ultimately derive from or through this Agreement or any Task Release.

Section 7. CONTRACTOR'S PERSONNEL

Contractor shall replace any of its personnel or subcontractors whose performance, work, or work product under a Task Release is deemed unsatisfactory at the issuing Member's discretion.

Section 8. SUBCONTRACTING

- A. If Contractor enters into subcontracts for any portion of the work under this Agreement, Contractor must take the affirmative steps described in 2 C.F.R. § 200.321 to ensure that small business firms, minority business firms, women's business enterprises, and labor surplus area firms are used when possible. Labor surplus areas are defined by the U.S. Department of Labor (see <https://www.dol.gov/agencies/eta/lsa>). Contractor must document its efforts to comply with these requirements. Affirmative steps include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- B. Contractor shall require written subcontracts with all subcontractors and suppliers.
- C. Contractor is responsible for payment to all subcontractors utilized to render Services under a Task Release. Contractor shall execute release waivers with all subcontractors to release the issuing Member from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the issuing Member prior to payment to Contractor.

Section 9. INDEMNIFICATION

- A. Contractor agrees to indemnify and hold each Participating Member, its officers, agents, and employees harmless from any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogations, and expenses, including court costs and reasonable attorneys' fees arising from this Agreement, or the services performed or goods delivered under this Agreement, which are claimed or made by any person, firm, association or corporation, including employees, workmen, servants or agents of Contractor and its subcontractors, whether or not due in whole or in part to conditions, acts or omissions done or permitted by any Participating Member. Contractor further agrees to promptly assume full responsibility for the defense of any and all such suits, actions, or proceedings which may be brought against Contractor or against any Participating Member. In the event a Participating Member's machinery or equipment is used by Contractor in the performance of any work that might be required under a Task Release, such machinery or equipment shall be considered as being under the sole custody and control of Contractor during the period of such use by Contractor.
- B. To the extent § 725.06, Florida Statutes, is applicable to this Agreement or a Task Release issued hereunder, the following applies:
 - i. The indemnification under this Section is limited to the required coverages provided in Section 10, Insurance;
 - ii. The indemnification under this Section does not require that the indemnitor indemnify the indemnitee for damages to persons or property caused in whole or in part by any act, omission, or default of a party other than the indemnitor; any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees; or the indemnitee or its officers, directors, agents, or employees;
 - iii. The indemnification under this Section shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the indemnitee or its officers, directors, agents or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the indemnitor or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees.

Section 10. INSURANCE

- A. Contractor shall take out and maintain, and shall require any subcontractor to take out and maintain, throughout the period of this Agreement, insurance of the following minimum types and amounts to protect the Contractor and the issuing Member:
 - i. As soon as possible, but no less than 48 hours after issuance of a Task Release,

Contractor shall furnish each issuing Member a Certificate of Insurance issued to the issuing Member for "Any and all work performed". Certificate should indicate the issuing Member as an Additional Insured with Waiver of Subrogation on the General Liability and Auto policies and a Waiver of Subrogation on the Workers Comp. Certificate must state the name of insurer, policy number, expiration date, limits of liability and provide at least (30) days written notice of cancellation. Insurance shall be primary and noncontributory over any other insurance available. All policies should be written by an insurance company with an AM Best rating of A-VIII. Policy number shall be referenced on all endorsements. Blanket Endorsements accepted.

- ii. Commercial General Liability Insurance, including Contractual Liability, Completed/Products, Broad Form Property Damage, and Contractors Protective Liability, if subcontractors are used. Minimum limits Bodily Injury, including Death and Property Damage, \$1,000,000 each occurrence and \$2,000,000 General Aggregate and Products/Comp Aggregate. As soon as possible, but no less than 48 hours after issuance of a Task Release, the issuing Member shall be provided an ADDITIONAL INSURED ENDORSEMENT per CG 20 10, or equivalent, and per CG 20 37, or equivalent, and a WAIVER OF SUBROGATION ENDORSEMENT in favor of the issuing Member. Blanket Endorsements accepted.
 - iii. Automotive Liability including Owned, Non-owned and Hired Vehicles: Minimum Limits-Bodily Injury \$1,000,000 each person, \$1,000,000 each occurrence, and property damage \$1,000,000 each occurrence. As soon as possible, but no less than 48 hours after issuance of a Task Release, the issuing Member shall be given an endorsement naming the issuing Member as an ADDITIONAL INSURED per form CA 20 48, or equivalent, and a WAIVER OF SUBROGATION ENDORSEMENT in favor of the issuing Member. Blanket Endorsements accepted.
 - iv. Worker's Compensation Statutory Limits, for State(s) in which work will be performed including Longshoreman's coverage if applicable and Employers' Liability of \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limits. Please indicate on certificate if the policy covers AL & FL. As soon as possible, but no less than 48 hours after issuance of a Task Release, the issuing Member shall be provided a WAIVER OF SUBROGATION ENDORSEMENT per WC 00 03 13, or equivalent, in favor of the issuing Member. Blanket Endorsements accepted.
- B. Each issuing Member shall have the right at any time to require general liability insurance and property damage liability insurance greater than those limits required in paragraphs (A)(ii) and (A)(iii) of this Section. In any such event, the additional insurance premium or premiums payable solely as the result of such additional insurance shall be added to the Task Release price.
- C. All insurance required by this Section shall be primary over any other insurance coverage available to the issuing Member.

- D. Any Participating Member's failure to demand either a certificate of insurance or written endorsement required by this provision is not a waiver of Contractor's obligations to obtain the required insurance.

Section 11. BONDING

Upon execution of a Task Release estimated to be in excess of \$250,000 for construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services, or the supervision, inspection, and other onsite functions incidental to the actual construction, the following bonding requirements apply:

- A. A performance bond on the part of the Contractor for one hundred percent (100%) of the not-to-exceed amount indicated in the Task Release or, if none, the estimated total cost of the Services to be performed under the Task Release, as indicated by the issuing Member. A "performance bond" is one executed in connection with a contract to secure the fulfillment of all the contractor's obligations under such contract. The Surety shall be responsible for liquidated damages assessed for failure to complete the Services required by the Agreement and any Task Release(s). The Surety shall also be responsible for any increase or extension to the Agreement.
- B. A payment bond on the part of the Contractor for one hundred percent (100%) of the not-to-exceed amount indicated in the Task Release or, if none, the estimated total cost of the Services to be performed under the Task Release, as indicated by the issuing Member. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Section 12. PROFESSIONAL STANDARDS

- A. Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to, its employees on the job, and others. Contractor shall comply with all applicable provisions of federal, state, and local safety laws, insurance requirements, standard industry practices, the requirements of the operations, and the Agreement. Contractor, directly or through its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public, including securing areas, posting danger signs, placards, labels, or posting other forms of warnings against hazards. When use of hazardous materials or equipment or unusual methods are necessary for execution of the work, or when the work includes the cleanup, remediation and/or removal of bio-solids, biohazards waste, or any hazardous or toxic materials, trash, debris, refuse, or waste, Contractor, its subcontractor(s), and their employees shall be trained and certified as required in the proper handling, use, and care of equipment, materials, and hazardous operations, and shall exercise utmost care and perform such activities under the supervision of properly qualified and competent personnel.

- B. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

Section 13. LICENSES AND PERMITS

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation for performance of the Services. Contractor shall immediately notify Participating Members of any suspension, revocation, or other detrimental action against any such license, permit, or certificate.

Section 14. COMPLIANCE WITH LAWS

- A. Contractor acknowledges that Federal Emergency Management Agency (“FEMA”) financial assistance will be used to fund this Agreement. The contractor shall not use the U.S. Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- B. Contractor shall comply with all applicable local, state, and federal laws and regulations, executive orders, FEMA policies, procedures, and directives.
- C. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to Participating Members, the Contractor, or any other party pertaining to any matter resulting from the Agreement.
- D. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor’s actions pertaining to this Agreement.

Section 15. DEBARMENT AND SUSPENSION

- A. The Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. Contractor has provided a certification regarding debarment and suspension to the Participating Members. This certification is a material representation of fact relied upon by Participating Members. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Participating Members, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Section 16. BYRD ANTI-LOBBYING AMENDMENT

- A. Contractor has signed and provided to Participating Members a Certification Regarding Lobbying consistent with APPENDIX A, 44 C.F.R. PART 18.
- B. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Section 17. EQUAL EMPLOYMENT OPPORTUNITY

If this Agreement constitutes a federally-assisted construction contract as defined at 41 C.F.R. § 60-1.3, then during the performance of this Agreement, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in

furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding subparagraph (A) and the provisions of subparagraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Each Participating Member further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Participating Member so

participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Each Participating Member agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

Each Participating Member further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, each Participating Member agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Participating Member under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 18. CONTRACT WORK AND SAFETY STANDARDS

To the extent this Agreement involves the employment by Contractor or any of its subcontractors of mechanics or laborers, the following provisions apply:

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (A) of this Section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in

subparagraph (A) of this Section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (A) of this Section.

- C. Withholding for unpaid wages and liquidated damages. Participating Member shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (B) of this Section.
- D. Subcontracts. Contractor shall insert in any subcontracts the clauses set forth in subparagraphs (A) through (D) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (A) through (D) of this Section.

Section 19. ENVIRONMENTAL COMPLIANCE

- A. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 § et seq.).
- B. Contractor shall report all violations to Participating Member and understands and agrees that Participating Member will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Section 20. DOMESTIC PREFERENCE REQUIREMENTS

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Section must be included in all subcontracts and purchase orders for work or products under this Agreement. For purposes of this Section:

- A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- B. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Section 21. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services—

- A. Prohibitions.
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - ii. Unless an exception in paragraph B of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from FEMA to:
 - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component

of any system, or as critical technology as part of any system.

B. Exceptions.

- i. This clause does not prohibit contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - (1) Are not used as a substantial or essential component of any system; and
 - (2) Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

C. Reporting requirement.

- i. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph 8.6.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- ii. The Contractor shall report the following information pursuant to paragraph 8.6.3 of this clause:
 - a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - b. Within 10 business days of submitting the information in this clause: Any further

available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- iii. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

Section 22. AMENDMENTS AND CHANGE ORDERS

- A. Unless otherwise specified elsewhere in this Agreement, all modifications of this Agreement may only be made by written amendment executed by the Parties (all signatory Participating Members and Contractor).
- B. Changes to the work required under a Task Release may be made through issuance of a Change Order, in writing, by the issuing Member. A Change Order may increase or decrease the scope of services or change plans and specifications, as the issuing Member may find necessary to accomplish the general purposes of this Agreement.
 - i. Whenever a Change Order is issued and executed by both the issuing Member and the Contractor, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order, in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.
 - ii. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The issuing Member's decision regarding a time extension is final.

Section 23. TERM

This Agreement is effective on the date of the Effective Date and expires one year after the Effective Date, unless sooner terminated in accordance with the terms and conditions of this Agreement.

Section 24. TERMINATION FOR CONVENIENCE BY PARTICIPATING MEMBER

- A. Any Participating Member may terminate this Agreement as to itself at any time by giving 10 days' written notice to Contractor. The terminating Member's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

- B. On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all Services to the terminating Member under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement for the terminating Member. As soon as practicable after receiving the termination notice, Contractor shall submit to the terminating Member a final invoice marked "FINAL" showing in detail the Services performed under this Agreement up to the termination date.
- C. TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED, IF ANY, ARE CONTRACTOR'S ONLY REMEDIES FOR A PARTICIPATING MEMBER'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM A PARTICIPATING MEMBER'S TERMINATION FOR CONVENIENCE.

Section 25. TERMINATION FOR CAUSE BY PARTICIPATING MEMBER

- A. If Contractor defaults under this Agreement, any Participating Member may either terminate this Agreement or allow Contractor to cure the default as provided below. Each Participating Member's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:
 - i. Contractor fails to perform any of its material duties under this Agreement;
 - ii. Contractor becomes insolvent;
 - iii. All or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
 - iv. A receiver or trustee is appointed for Contractor.
- B. If a default occurs, a terminating Member may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The terminating Member, at its sole option, may extend the termination date to a later date. If the terminating Member permits Contractor to cure the default and Contractor does so before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the terminating Member may terminate this Agreement on the termination date and pay Contractor for all Services performed to the satisfaction of the terminating Member, if any, through such date.
- C. To effect final termination, a terminating Member must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all Services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

Section 26. EFFECT OF TERMINATION BY LESS THAN ALL PARTICIPATING MEMBERS

- A. A Participating Member's termination of this Agreement is effective only as to its contract with Contractor. The Agreement shall remain effective as to all other signatory, non-terminating Participating Members for the remainder of the contract term, unless earlier terminated pursuant to the terms of this Agreement.
- B. A Participating Member that terminates this Agreement shall not be permitted to re-enter the Agreement.

Section 27. REMOVAL OF CONTRACTOR-OWNED EQUIPMENT AND MATERIALS

Upon expiration or termination of this Agreement, Contractor is permitted 10 days within which to remove Contractor-owned material and equipment from Participating Members' premises or the job site. Participating Members shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by a Participating Member as to its premises. Participating Members reserve the right to deny any extension of time.

Section 28. INDEPENDENT CONTRACTOR

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of any Participating Member.

Section 29. FORCE MAJEURE

- A. Timely performance by the Parties is essential to this Agreement. However, no Party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts Participating Member or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services required to perform the Services, floods, hurricanes, tornadoes, ice storms, and other natural disasters, explosions, war, terrorist acts against Participating Member or Contractor, riots, court orders, and the acts of superior governmental or military authority, and which the affected Party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn, or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to any reimbursement of expenses or any other payment whatsoever.
- B. This relief is not applicable unless the affected Party does the following:
 - i. uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
 - ii. provides the other Party with prompt written notice of the cause and its anticipated

effect.

- C. The affected Participating Member will review claims that a Force Majeure that directly impacts the Participating Member or Contractor has occurred and render a written decision within seven days. The decision of the Participating Member is final.
- D. An affected Participating Member may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the Participating Member.
- E. If the Force Majeure continues for more than five days from the date performance is affected, the affected Participating Member may terminate the applicable Task Release or the Agreement by giving seven days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.
- F. Contractor is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Contractor shall employ only fully trained and qualified personnel during a strike.

Section 30. SEVERABILITY

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices the Parties.

Section 31. ENTIRE AGREEMENT

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

Section 32. APPLICABLE LAWS

- A. This Agreement is subject to the laws of the State in which the majority of the work under a Task Release is to be performed, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.
- B. Venue for any litigation relating to this Agreement brought by or against a Participating Member is the county in the State where the Participating Member's principal place of business is located.

Section 33. NOTICES

All notices to any Party to the Agreement must be in writing and must be delivered by hand, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS, or any other national overnight express delivery service. The notice must be addressed to the Party to whom the notice is given at its address set out in Exhibit G to this Agreement or other address the receiving Party has designated previously by proper notice to the sending Party. Postage or delivery charges must be paid by the Party giving the notice.

Section 34. CAPTIONS

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

Section 35. NON-WAIVER

- A. If any Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.
- B. An approval by any Participating Member, or by any other employee or agent of any Participating Member, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. No Participating Member is authorized to vary the terms of this Agreement.

Section 36. INSPECTIONS AND AUDITS

- A. Contractor shall provide the issuing Member, the FEMA Administrator, the State Emergency Management Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor shall keep its books, documents, papers, and records available for this purpose for at least five years after this Agreement terminates or expires. This provision does not limit the applicable statute of limitations.
- B. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. Contractor shall provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.

- D. In compliance with the Disaster Recovery Reform Act of 2018, Participating Members and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Section 37. AMBIGUITIES

If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

Section 38. SURVIVAL

Contractor shall remain obligated to Participating Members under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

Section 39. PARTIES IN INTEREST

This Agreement does not bestow any rights upon any third party, but binds and benefits Participating Members and Contractor only.

Section 40. ASSIGNMENTS

- A. Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without all Participating Members' prior written consent.
- B. Contractor shall not delegate any portion of its performance under this Agreement without the issuing Member's prior written consent which consent shall not be unreasonably withheld.

Section 41. REMEDIES CUMULATIVE

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. No Party may terminate its duties under this Agreement except in accordance with its provisions.

Section 42. SIGNATURES

The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the others that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

(Contractor)

BY: _____

ITS: _____

(SIGNATURES CONTINUED FROM PREVIOUS PAGE)

(Participating Member)

BY: _____

ITS: _____

EXHIBIT A: 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 ("Agreement") with one or more Participating Members. If a Participating Member elects to activate Contractor under the Agreement, 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 Agreement 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 1/2" 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 1/2 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 Agreement 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.

EXHIBIT B TASK RELEASE

WHEREAS, _____ (“Member”) and _____ (the “Contractor”) are Parties to the Master Services Agreement for _____ (“Services”) dated as of _____ (the “Agreement”); and

WHEREAS, Member has a need for Contractor to perform the Services described below;

NOW, THEREFORE, Member hereby authorizes the Contractor to provide the Services under the terms and conditions set forth herein and in the Agreement, of which this Task Release becomes a part upon execution.

Task Release Number:	
Date Issued:	
Project Description:	
Services Requested:	
Deliverables (e.g., reports, plans, estimates):	
Compensation/Rates:	<p>Contractor will be compensated consistent with the following rates set forth in the Agreement:</p> <p><input type="checkbox"/> Time and Equipment Pricing for Cut-and-Drop Services</p> <p><input type="checkbox"/> Unit Cost Schedule for Hazardous Trees, Limbs, and Stumps</p> <p><input type="checkbox"/> Volume Based Pricing (CY)</p> <p><input type="checkbox"/> Debris Management Site</p>
Not-to-Exceed Amount (required for hourly work):	<p><input type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> In no event shall Contractor’s compensation under this Task Release exceed _____ Dollars (\$_____).</p> <p>Contractor is at risk, and must bear all costs and expenses that exceed this amount for work performed under this Task Release, without compensation or reimbursement by Member, unless Member and Contractor agree in writing to an adjustment prior to Contractor performing Services that would cause the price ceiling to be exceeded.</p>
Invoicing:	<p>Contractor must submit invoices to Member on a <input type="checkbox"/> weekly <input type="checkbox"/> monthly basis.</p> <p>Invoices are to be sent to the following email address(es):</p> <p>_____</p> <p>_____</p>
Start Date:	<p>Contractor will indicate acceptance of the Task Release within 24 hours of the Date Issued.</p> <p>Contractor will commence work as soon as possible within 48 hours of the Date Issued, unless otherwise indicated herein:</p> <p>_____</p> <p>_____</p>

	If Contractor fails to begin work within the time specified above, Contractor is responsible for a per day monetary penalty in the amount of \$_____ until work begins or Member is able to start work with another Contractor for the same scope of work. This remedy is not exclusive.
Estimated End Date:	The estimated duration of work or end date is as follows: _____ _____ _____ Contractor may request and Member may grant, at its discretion, an extension of the time to perform. Any request for an extension and denial or grant thereof shall be in writing.
Insurance:	Contractor shall provide Member with Certificates of Insurance evidencing compliance with insurance requirements in the Agreement
Bonding (For Power Restoration Services Only):	Do the Services Requested include construction or facility improvement? <input type="checkbox"/> Yes <input type="checkbox"/> No Is the Not-to-Exceed Amount or the total cost of the Task Release expected to exceed \$250,000? <input type="checkbox"/> Yes <input type="checkbox"/> No If BOTH questions are "Yes", has Contractor provided proof of bonding as required by the Agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No

Executed on the dates set forth below by the undersigned authorized representative of Member and Contractor to be effective as of the Start Date.

MEMBER

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT C: FEES

(CONTRACTOR'S PROPOSAL)

EXHIBIT D: E-VERIFY AFFIDAVIT

STATE OF

COUNTY OF

My name is _____. I am the _____ (TITLE) for _____ (COMPANY). This Affidavit is based on my personal knowledge. I am over nineteen (19) years of age and competent to testify on the matters set forth herein.

_____ (COMPANY), in good faith, abides by the laws, rules and regulations of the State of Alabama, including, but not limited to, The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 ("Alabama's immigration law").

_____ (COMPANY) does not knowingly employ or hire unauthorized aliens.

_____ (COMPANY) further attests that it does not employ unauthorized aliens, and it is enrolled in and uses the federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division C, Section 403(a) and/or 8 U.S.C. §1324(a), which is operated by the United States Department of Homeland Security, or its successor program ("E-verify"). As proof thereof, _____ (COMPANY) has provided documentation, which is attached hereto, of its enrollment in the E-verify program.

I have read the foregoing, and it is true and correct to the best of my knowledge, information and belief.

By: _____

Company: _____

Title: _____

Sworn to and subscribed before me this ____ day of _____, _____

Notary Public

My commission expires:

EXHIBIT E: ADDRESSES FOR NOTICE

The initial addresses of the Parties for Notice, which one Party may change by giving written notice of its changed address to the other Party, are as follows:

CONTRACTOR:

Attn: _____
Address Line 1: _____
Address Line 2: _____

MEMBER:

CENTRAL ALABAMA ELECTRIC COOPERATIVE
Attn: Tom Stackhouse
103 Jesse Samuel Hunt Blvd.
Prattville, AL 36066

MEMBER:

CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.
Attn: Steve Rhodes
1350 West Baldwin Avenue
DeFuniak Springs, FL 32433

MEMBER:

COVINGTON ELECTRIC COOPERATIVE
Attn: Mark Parker
18836 US Highway 84
Andalusia, AL 36421

MEMBER:

DIXIE ELECTRIC COOPERATIVE
Attn: Gary Harrison
9100 Atlanta Highway
Montgomery, AL 36117

MEMBER:

ESCAMBIA RIVER ELECTRIC COOPERATIVE
Attn: Ryan Campbell
3425 Highway 4 West
Jay, FL 32565

MEMBER:

GULF COAST ELECTRIC COOPERATIVE, INC.
Attn: John Bartley
722 W Highway 22

Wewahitchka, FL 32465

MEMBER:

PIONEER ELECTRIC COOPERATIVE

Attn: Terry Moseley

300 Herbert Street

Greenville, AL 36037

MEMBER:

POWERSOUTH ENERGY COOPERATIVE

Attn: Legal Department

2027 East Three Notch Street

Andalusia, AL 36421-2427

MEMBER:

SOUTHERN PINE ELECTRIC COOPERATIVE

Attn: Vince Johnson

2134 South Blvd

Brewton, AL 36427

MEMBER:

TALLAPOOSA RIVER ELECTRIC COOPERATIVE, INC.

Attn: Louie Ward

15163 US Highway 431 S

LaFayette, AL 36862

MEMBER:

WEST FLORIDA ELECTRIC COOPERATIVE ASSOCIATION, INC.

Attn: Shawn Walling

5282 Peanut Road

Graceville, FL 32440

MEMBER:

WIREGRASS ELECTRIC COOPERATIVE, INC.

Attn: Brad Kimbro

509 N State Hwy 167

Hartford, AL 36344