

Greenfield Power & Light
Letter of Recommendation
For Distribution Line Clearance

March 4, 2025

We have thoroughly reviewed the contractor bids submitted by Williams Tree Service and Clean Slate Brush Control. We have also completed side-by-side bid comparisons based on actual completed work in 2023 and 2024 in Greenfield which I have attached for your reference.

Williams Tree Service has been the distribution line clearance contractor for Greenfield Power & Light over a few years. I've had the opportunity since early 2022 to work alongside them in Greenfield as well as other utility systems that PGMS manages. Williams Tree Service requires more management time (minimum of 10%) to control time and material hours, auditing their invoices, and overall follow-up. In 2024, they were unavailable during the last 6 months, which left \$28,874.40 of the Greenfield tree maintenance budget.

Based on reviewing the bid comparisons, verbal and written referrals, and the proximity of Clean Slate Brush Control to Greenfield; it is our recommendation to have Clean Slate Brush Control be the primary contractor for Greenfield Power & Light distribution line clearance.

Scott Barnes
Field Manager
Mobile 574-532-2928
sbarnes@pgmstgr.com



P.O. Box 214, Niles, MI 49120
Phone:/Fax (269) 663-7467
Toll Free: 1-877-902-7467
Email: info@pgmstgr.com

Greenfield Power & Light Bid Comparisons based on 2023 and 2024 actual unit totals						
Williams 2023 Actuals						
	Actual 2023 Tree and Brush Units	Hourly Rates	T&M Hours	2023 Actual Costs	Percentage of Budget	
2023 Routine Maintenance	544.4	\$ 78.00		\$ 42,463.20	37%	
2023 T & M Units	181	\$ 167.15	440	\$ 73,544.99	63%	
Total 2023 combined Units	725.4					
Average Unit Costs	\$ 159.92			\$ 116,008.19	100%	
Note: 2023 had some very large and expensive trees removed as directed by Guy Titus driving the T&M Hours up.						
Time and Material should be near 20% +- of the budget with a system as clean as Greenfield.						
Williams 2025 Bid based on 2023 Unit Totals						
	Actual 2023 Tree and Brush Units	Hourly Rates	T&M Hours	2025 Projected Costs	Percentage of Budget	
2023 Routine Maintenance	544.4	\$ 95.00		\$ 51,718.00	39%	
2023 T & M Units	181	\$ 182.00	440	\$ 80,080.00	61%	
Total 2023 combined Units	725.4					
Average Unit Costs	\$ 181.69			\$ 131,798.00	100%	
Time and Material should be near 20% +- of the budget with a system as clean as Greenfield.						

Clean Slate Brush Control Bid based on 2023 Unit Totals with higher efficiency rates						
	Actual 2023 Tree and Brush Units	Hourly Rates	T&M Hours	2023 Actual Costs	Percentage of Budget	
2023 Routine Maintenance	544.4	\$ 96.25		\$ 52,398.50	60%	
2023 T & M Units	181	\$ 217.50	160	\$ 34,800.00	40%	
Total 2023 combined Units	725.4			\$ 87,198.50	100%	
Average Unit Costs	\$ 120.21					
Note: due to the large and expensive trees completed as directed by Guy Titus 2023, this example is conservative with the amount of hours utilized for T&M						
Time and Material should be near 20% +- of the budget with a system as clean as Greenfield.						
Williams 2024 Actuals						
	Actual 2024 Tree and Brush Units	Hourly Rates	T&M Hours	2023 Actual Costs	Percentage of Budget	
2024 Routine Maintenance	452.2	\$ 78.00		\$ 35,271.60	58%	
2024 T & M Units	102.1	\$ 158.31	163	\$ 25,804.00	42%	
Total 2024 combined Units	554.3			\$ 61,075.60	100%	
Average Unit Costs	\$ 110.19					
Time and Material should be near 20% +- of the budget with a system as clean as Greenfield.						
Williams 2025 Bid based on 2024 Unit Totals						
	Actual 2024 Tree and Brush Units	Hourly Rates	T&M Hours	2025 Projected Costs	Percentage of Budget	
2024 Routine Maintenance	452.2	\$ 95.00		\$ 42,959.00	59%	
2024 T & M Units	102.1	\$ 182.00	163	\$ 29,666.00	41%	
Total 2024 combined Units	554.3			\$ 72,625.00	100%	
Average Unit Costs	\$ 131.02					
Time and Material should be near 20% +- of the budget with a system as clean as Greenfield.						

Clean Slate Brush Control Bid based on 2024 Unit Totals with higher efficiency rates

Projected Comparison	Actual 2024 Tree and Brush Units	Hourly Rates	T&M Hours	2023 Actual Costs	Percentage of Budget
2024 Routine Maintenance	452.2	\$ 96.25		\$ 43,524.25	75%
2024 T & M Units	102.1	\$ 217.50	68	\$ 14,790.00	25%
Total 2024 combined Units	554.3				
Average Unit Costs	\$ 105.20			\$ 58,314.25	100%

Time and Material should be near 20 % +-of the budget with a system as clean as Greenfield.

Greenfield Power & Light 2025 Contractor Bid Comparison

Summary Page					
	Williams 2023	Percentage Of Budget	2023 based on Williams Bid Rates	Percentage of Budget	
	Actuals				Clean Slate Bid Projection with better efficiency
	\$ 42,463.20	37%	\$ 51,718.00	39%	\$ 52,398.50
	\$ 73,544.99	63%	\$ 80,080.00	61%	\$ 34,800.00
Total Units					
	725.4		\$ 131,798.00		\$ 87,198.50
	Average Unit Cost		\$ 159.92		\$ 120.21

Note: 2023 had some very large and expensive trees removed as directed by Guy Titus driving the T&M Hours up.

Time and Material should be near 20 % +- of the budget with a system as clean as Greenfield.
 Projections for Clean Slate were calculated conservatively due to the nature of 2023's work

	Williams 2024	Percentage Of Budget	2024 based on Williams Bid Rates	Percentage of Budget	
	Actuals				Clean Slate Bid Projection with better efficiency
	\$ 35,271.60	58%	\$ 42,959.00	\$ 0.59	\$ 43,524.25
	\$ 25,804.00	42%	\$ 29,666.00	\$ 0.41	\$ 14,790.00
Total Units					
	554.3		\$ 72,625.00		\$ 58,314.25
	Average Unit Cost		\$ 110.19		\$ 105.20

Time and Material should be near 20 % +- of the budget with a system as clean as Greenfield.

Final and Total Quotation

Submit to:

City of Greenfield
Clerk-Treasurer Office
10 S State St. Greenfield, In 46140
Room 133

Electric Distribution Line Clearance Quotation

Total not to exceed budgeted amount of..... \$ 100,000.00

Contractor business name: Clean Slate Brush Control LLC.

Contractor contact name: Tim Martin

Contractor contact signature: Tim Martin

Date: 2-20-2025

Please include this signed document inside of the sealed quotation packet as page #1.

Addendum B
Fee Schedule(s) for the ROW Clearance Activities
Between the City of Greenfield Power & Light
and Clean State Brush Control for calendar year 2025

The expected total fee for the services described in this Addendum B shall Not Exceed a value of \$100,000.00 within the term of this contract, but is subject to any amendments made by and agreed to by both parties, pursuant to the terms of the associated Contract.

Name of Contractor's Representative: Tim Martin Date: 2-20-25

Signature of Contractor's Representative: Tim Martin

Line Clearance Fee Schedule

Unit Prices

Trim a tree	\$ <u>96.²⁵</u>
Remove a tree	\$ <u>96.²⁵</u>
Remove one unit of brush 500 sq. ft.	\$ <u>96.²⁵</u>

Time and Material Hourly Rates

Hourly Rates

<u>Emergency Call-out</u>	
Two-person crew with bucket truck excluding chipper	\$ <u>247.⁰⁰</u>
Three-person crew with bucket truck excluding chipper	\$ <u>284.⁵⁰</u>
<u>Regular time</u>	
Two-person crew with bucket truck and chipper	\$ <u>192.⁵⁰</u>
Three-person crew with bucket truck and chipper	\$ <u>217.⁵⁰</u>
Two-person manual crew with chipper	\$ <u>112.⁸⁵</u>
Three-person manual crew with chipper	\$ <u>138.⁸⁵</u>
Foreman	\$ <u>44.⁰⁰</u>
Trimmer	\$ <u>44.⁰⁰</u>
Ground man / Flagger	\$ <u>26.⁰⁰</u>
Bucket truck	\$ <u>100.⁰⁰</u>

Chipper Truck

\$ N/A

Chipper

\$ 32.⁶⁵

Pickup

\$ 10.²⁰

Specialized Equipment Fee Schedule

Time and Material Hourly Rates

Hourly Rates

Price per crew hour - fully equipped (2 man)

\$ 247

Other; please specify

\$ N/A

Mowing Machine (Price includes all labor and equipment)

Specify type : Kubota SVL / Diamond

\$ 250.⁰⁰

: Kubota exc / Diamond

\$ 175.⁰⁰

: _____

\$ X

Herbicide Fee Schedule

Time and Material Hourly Rates

Hourly Rates

Per hour cost for notifying 1 man

\$ N/A

Price per crew hour - fully equipped (2 man)

\$ N/A

Other; please specify

\$ N/A

Herbicide

Herbicide cost

\$ X

\$ X

\$ X

\$ X

\$ X

**City of Greenfield Power & Light
RIGHT-OF-WAY CLEARANCE CONTRACT**

This Contract made and effective this 20 day of Feb, 2025, between the City of Greenfield Power & Light, with its principal place of business at 333 S. Franklin Str., Greenfield, IN 46140, hereinafter called the "Company" and Clean Slate Brush Control a(n) LLC., with its principal place of business at 2321 W. Co. Rd. 500 S, Spiceland, In. 47385, hereinafter called the "Contractor."

The term of this Contract shall be to December 31, 2025 and may be renewed thereafter in writing for two, one-year periods. Both parties reserve the right to terminate this Contract by the terms outlined in ARTICLE V. The Company extends its representation to its service management vendor, Plant Growth Management Systems "PGMS."

ARTICLE I

PURPOSE AND GENERAL

A. The Company is an electric distribution utility who will employ the Contractor to perform the work of tree trimming, brush and tree removal, vegetation control, and the like, along the Company's designated electric lines and right-of-way areas in accordance with specifications set forth on the attached Addendum A and incorporated herein by reference for the compensation set forth on the attached Addendum B incorporated herein by reference. In performing its responsibilities under this Contract, the Contractor shall be and shall function as an independent, outside contractor and neither it, its employees, nor its subcontractors (if any) shall be deemed to be employees or agents of the Company.

B. The Contractor shall do the work called for by this contract using to its own labor, equipment, means and methods, which shall belong to and remain in the exclusive charge and control of the Contractor, and which shall not be subject to any control or supervision by the Company, except as to the results of said work, and is expressly understood that the Company does not hereby hire or rent the use of the same, or assume any liability for the use or method of use thereof.

C. The Contractor, its employees and subcontractors, if any, will at all times be responsible for conducting itself in a courteous and non-confrontational manner with property owners, customer-members of the Company, and public authorities in order not to jeopardize relationships between the Company and its customer-members or the general public.

D. The Contractor shall be responsible for developing and implementing proper and effective safety techniques and training in regard to its employees for the purpose of minimizing the possibility of accidents, injuries, or damage to persons or property in connection with the work intended hereby. Contractor shall comply with all applicable OSHA and state safety standards and shall provide Company a certificate or other written documentation demonstrating the training and experience of all employees and/or subcontractors with regard to all safety protocols.

E. The Contractor shall comply with all ordinances, laws, orders, rules and regulations pertaining to such work previously described, that is made by any governmental authority or public regulatory body and, shall secure all licenses or permits required by law.

F. In order to ensure satisfactory relationships between the Company and its citizen-customers and landowners abutting Company easements, the Contractor shall clean up its work areas at the end of each day's work and remove and dispose of the vegetation and debris resulting from its work, subject to the specifications attached hereto as Addendum A which shall be controlling.

G. The terms of this contract shall not be changed, superseded or supplemented except in writing signed by the parties hereto. This contract shall not be assigned or any part thereof sublet by the Contractor without the Company's written consent.

H. The Contractor, its employees, and its subcontractors agree to perform its duties in accordance with the Company's values statement, if any, which if applicable shall be provided to Contractor.

I. In the event of an emergency caused by storms or for any other reason, the Contractor shall respond and perform its services commencing within two (2) hours after notification by the Company.

J. In the event of non-emergency work that must be performed outside of the normal unit work, the Contractor shall provide the requested equipment.

K. The Contractor shall hire the necessary personnel and/or subcontractors to complete all work planned in the calendar year.

ARTICLE II

PAYMENT

A. The Company agrees to pay and the Contractor agrees to accept as full compensation for the work to be performed by the Contractor, the amounts of the fixed price set forth in Addendum B hereto annexed.

B. In the event that the work calls for a variable or indeterminate Contract price dependent upon time charges of the Contractor devoted to the work, the time charged for Contractor's employees will start when they reach the established meeting place to be mutually agreed upon by the Contractor and the Company; and will cease when they return to the established meeting place, with the usual time off for the noon day meal. An ordinary workweek shall consist of forty (40) hours at straight-time rates. Overtime work which results in an additional charges may be performed hereunder provided the same shall have been authorized by the Company in writing prior to the performance thereof.

C. In every instance and without regard to whether the Contract is a fixed price or a variable rate, the Contractor agrees to render to the Company weekly invoices and daily work reports for the invoice period for each work crew detailing trees trimmed, trees removed, and for all other work performed the preceding week. These invoices shall be for the Company's informational purposes in monitoring the progress of the job. In the case of variable or indeterminate price work, the Company agrees to pay such invoices within thirty (30) days following approval by such statement. The provisions of the following paragraph D shall apply to all Contracts.

D. The Company may withhold payment for work done to the extent necessary to protect itself against loss on account of:

1. Defective work that is not remedied in the amount of time designated by the Company.
2. Claims filed or reasonable evidence indicating probable filing of claims resulting from the work of Contractor and/or its subcontractors.
3. Failure of the Contractor to make payments promptly to its subcontractors, or for material or labor.
4. Damages to structures or properties.

When the Contractor has corrected the above conditions, the Company agrees to pay any amounts withheld after the approval by the Company or its representative.

E. All work submitted by Contractor for payment will be inspected by an employee of the Company or its representative to ensure the work is properly performed and has been completed. Any crew and equipment time necessary to correct work invoiced and not accepted, may not be billed to Company.

F. The Contractor shall submit a bill for payment to the Company on a monthly basis.

ARTICLE III

INSURANCE / LIABILITY REQUIREMENTS

A. To the fullest extent permitted by applicable law, Contractor and its agents, partners, employees, and subcontractors (collectively "Indemnitors") shall indemnify and hold Company, Company's representatives and its respective elected officials, officers, agents, employees and contractors (collectively "Indemnitees") from and against all claims, liability, damages, losses, liens, causes of action, suits, judgments and expenses (including, without limitation, reasonable attorney fees) of any nature, kind or description (collectively "Liabilities") arising out of, caused by, or resulting from the negligent performance of services provided by the Indemnitors.

B. Neither the Company nor the Contractor shall be liable either to the other, for loss, damage, or delay resulting from causes beyond its reasonable control, including but not limited to those caused by fire, flood, accident, labor controversy, civil, governmental or military authority, insurrections, riot, embargoes, unavoidable delays in transportation, acts of God or the public enemy, or inability or delays in procuring materials.

C. The Contractor shall obtain and maintain throughout the Contract term insurance coverage in the following minimum requirements:

1. Worker's compensation insurance, in statutory limits, covering all its workers who perform any of the obligations assumed by the Contractor under this Contract.
2. Public liability and property damage insurance covering all operations under this Contract with limits for bodily injury or death or property damage in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. The insurance required by this subparagraph shall name Company as a coinsured to the extent of any claim, demand or suit made upon or against Company arising out of any such occurrence.
3. Automobile liability insurance on all self-propelled vehicles used in connection with the Contract, whether owned, non-owned, or hired with liability limits for bodily injury or death or property damage in an amount not less than \$1,000,000 per occurrence.
4. The Company shall have the right at any time to require insurance coverage greater than those required above. In such event, any additional premium applicable to such additional insurance shall be added to the Contract price.
5. The Company shall require the same insurance provisions will be adhered to for all subcontracted or for-hire entities that the Contractor may choose to use for Contract purposes.

6. The Company requires that the policy include as “additionally insured” for both the City of Greenfield Power & Light and the City of Greenfield and the Company’s proper name and assumes all officers, agents, and employees thereof and those governmental bodies performing permit activities for the Company pursuant to a maintenance Contract.
7. All insurance policies required under this paragraph C of Article III shall contain the appropriate endorsement, and cancellation and change language substantially equivalent to the following:

“This insurance will not be cancelled by this insurance company nor any changes made in the policy which change, restricts, or reduces the insurance provided, or changes the name of the insured, without first giving a thirty (30) days notice in writing to the Company at the following address; “333 S. Franklin Str., Greenfield, IN 46140.”

ARTICLE IV

PERMITS

The Contractor agrees to notify municipal, state or federal authorities the nature, scope, and timeframe of work to be performed within their jurisdictions, where such authorities have jurisdiction prior to entering their lands. The Contractor shall obtain all original consents, easements, or permits for such line clearing, trimming, or vegetation control from the appropriate individual (s) and/or entity prior to the commencement of any work.

ARTICLE V

CONTRACTUAL RIGHTS

A. It is expressly understood and agreed upon by both the parties hereto that the right to perform tree-trimming and line clearance work for the Company is not being granted exclusively to Contractor and that the Company may at its sole discretion contract with other persons or corporations to perform similar services for it and/or perform such work itself.

B. In the event that the Company wants to terminate the contract either because of a violation by the Contractor of any provisions of this Contract, or for any other reason, the Company shall have the immediate right to cancel this Contract upon five (5) days written notice to Contractor-. Upon issuance of a notice of termination, Contractor shall not commence any new work and shall expeditiously complete any work already commenced by the Contractor without incurring any liability to the Contractor, other than payment to the Contractor of the value to the Company of the work already performed prior to such cancellation as set forth on Addendum B.

C. Subject to the restrictions hereinabove contained in regard to subcontracting, this Contract shall be binding upon the successors and assign of the parties hereto. This Contract shall become effective upon execution and shall continue until the work agreed upon has been completed to the satisfaction of the Company or until otherwise terminated in accordance with other provisions of this Contract, whichever comes first. In the event that either of the parties becomes insolvent, a petition in bankruptcy is filed for or against either party, or either party is placed under state court receivership, then the other party, at its option, may forthwith elect to terminate this Contract without further liability to the other.

D. It is the intention of the parties that the Contractor shall at all times and in all respects be deemed an independent, outside contractor in the performance of its duties and responsibilities hereunder. It shall have no authority to act for or bind the Company. This Contract shall be interpreted in all respects to be consistent with such independent contractual relationship.

E. The Contractor represents and warrants to the Company that, as a corporation or similar entity, it is duly incorporated or similarly integrated and in good standing with the State of Indiana and duly authorized to do business within the State of Indiana as of the date of execution hereof. The Contractor covenants and agrees to maintain such status during the life of this Contract and that the individuals executing this Contract on behalf of the Contractor are duly authorized to act and bind the Contractor. The Company makes the same representations to the Contractor.

IN WITNESS WHEREOF the parties have executed this Contract as of the day and year above first written.

“COMPANY”

“CONTRACTOR”

City of Greenfield Power & Light

Clean Slate Brush Control LLC.

BY _____

BY 12-20-2025

ITS _____

ITS Timi Martin

Developed by: Plant Growth Management Systems

Final and Total Quotation

Submit to:

City of Greenfield
Clerk-Treasurer Office
10 S State St. Greenfield, In 46140
Room 133

Electric Distribution Line Clearance Quotation

Total not to exceed budgeted amount of..... \$ 100,000.00

Contractor business name: Williams Tree Company

Contractor contact name: Sean Murphy

Contractor contact signature: 

Date: 2/19/2025

Please include this signed document inside of the sealed quotation packet as page #1.

Addendum B
Fee Schedule(s) for the ROW Clearance Activities
Between the City of Greenfield Power & Light
and Williams Tree Corp for calendar year 2025

The expected total fee for the services described in this Addendum B shall Not Exceed a value of \$100,000.00 within the term of this contract, but is subject to any amendments made by and agreed to by both parties, pursuant to the terms of the associated Contract.

Name of Contractor's Representative: Sean Murphy Date: 2/19/2025

Signature of Contractor's Representative: 

Line Clearance Fee Schedule

Unit Prices

Trim a tree	\$ <u>95.00</u>
Remove a tree	\$ <u>95.00</u>
Remove one unit of brush 500 sq. ft.	\$ <u>95.00</u>

Time and Material Hourly Rates

Hourly Rates

Emergency Call-out

Two-person crew with bucket truck excluding chipper \$ 205.00

Three-person crew with bucket truck excluding chipper \$ 265.00

Regular time

Two-person crew with bucket truck and chipper \$ 142.00

Three-person crew with bucket truck and chipper \$ 182.00

Two-person manual crew with chipper \$ 142.00

Three-person manual crew with chipper \$ 182.00

Foreman \$ 60.00

Trimmer \$ 50.00

Ground man / Flagger \$ 45.00

Bucket truck \$ 47.00

Chipper Truck	\$ <u>47.00</u>
Chipper	\$ <u>15.00</u>
Pickup	\$ <u>29.00</u>

Specialized Equipment Fee Schedule

<u>Time and Material Hourly Rates</u>	<u>Hourly Rates</u>
Price per crew hour - fully equipped (2 man)	\$ _____
Other; please specify	\$ _____
Mowing Machine (Price includes all labor and equipment)	
Specify type : <u>2-man crew w/ Cat 299 Forestry Mower</u>	\$ <u>189.00</u>
: <u>2-man crew w/ BYB</u>	\$ <u>195.00</u>
: <u>3-man crew w/ BYB</u>	\$ <u>240.00</u>

Herbicide Fee Schedule

<u>Time and Material Hourly Rates</u>	<u>Hourly Rates</u>
Per hour cost for notifying 1 man	\$ <u>N/A</u>
Price per crew hour - fully equipped (2 man)	\$ <u>N/A</u>
Other; please specify	\$ <u>N/A</u>
<u>Herbicide</u>	<u>Herbicide cost</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**City of Greenfield Power & Light
RIGHT-OF-WAY CLEARANCE CONTRACT**

This Contract made and effective this 19 day of Feb, 2025, between the City of Greenfield Power & Light, with its principal place of business at 333 S. Franklin Str., Greenfield, IN 46140, hereinafter called the "Company" and Williams Tree Company, a(n) _____, with its principal place of business at 310 S Border St Paragon, IN, hereinafter called the "Contractor."

The term of this Contract shall be to December 31, 2025 and may be renewed thereafter in writing for two, one-year periods. Both parties reserve the right to terminate this Contract by the terms outlined in ARTICLE V. The Company extends its representation to its service management vendor, Plant Growth Management Systems "PGMS."

ARTICLE I

PURPOSE AND GENERAL

A. The Company is an electric distribution utility who will employ the Contractor to perform the work of tree trimming, brush and tree removal, vegetation control, and the like, along the Company's designated electric lines and right-of-way areas in accordance with specifications set forth on the attached Addendum A and incorporated herein by reference for the compensation set forth on the attached Addendum B incorporated herein by reference. In performing its responsibilities under this Contract, the Contractor shall be and shall function as an independent, outside contractor and neither it, its employees, nor its subcontractors (if any) shall be deemed to be employees or agents of the Company.

B. The Contractor shall do the work called for by this contract using to its own labor, equipment, means and methods, which shall belong to and remain in the exclusive charge and control of the Contractor, and which shall not be subject to any control or supervision by the Company, except as to the results of said work, and is expressly understood that the Company does not hereby hire or rent the use of the same, or assume any liability for the use or method of use thereof.

C. The Contractor, its employees and subcontractors, if any, will at all times be responsible for conducting itself in a courteous and non-confrontational manner with property owners, customer-members of the Company, and public authorities in order not to jeopardize relationships between the Company and its customer-members or the general public.

D. The Contractor shall be responsible for developing and implementing proper and effective safety techniques and training in regard to its employees for the purpose of minimizing the possibility of accidents, injuries, or damage to persons or property in connection with the work intended hereby. Contractor shall comply with all applicable OSHA and state safety standards and shall provide Company a certificate or other written documentation demonstrating the training and experience of all employees and/or subcontractors with regard to all safety protocols.

E. The Contractor shall comply with all ordinances, laws, orders, rules and regulations pertaining to such work previously described, that is made by any governmental authority or public regulatory body and, shall secure all licenses or permits required by law.

F. In order to ensure satisfactory relationships between the Company and its citizen-customers and landowners abutting Company easements, the Contractor shall clean up its work areas at the end of each day's work and remove and dispose of the vegetation and debris resulting from its work, subject to the specifications attached hereto as Addendum A which shall be controlling.

G. The terms of this contract shall not be changed, superseded or supplemented except in writing signed by the parties hereto. This contract shall not be assigned or any part thereof sublet by the Contractor without the Company's written consent.

H. The Contractor, its employees, and its subcontractors agree to perform its duties in accordance with the Company's values statement, if any, which if applicable shall be provided to Contractor.

I. In the event of an emergency caused by storms or for any other reason, the Contractor shall respond and perform its services commencing within two (2) hours after notification by the Company.

J. In the event of non-emergency work that must be performed outside of the normal unit work, the Contractor shall provide the requested equipment.

K. The Contractor shall hire the necessary personnel and/or subcontractors to complete all work planned in the calendar year.

ARTICLE II

PAYMENT

A. The Company agrees to pay and the Contractor agrees to accept as full compensation for the work to be performed by the Contractor, the amounts of the fixed price set forth in Addendum B hereto annexed.

B. In the event that the work calls for a variable or indeterminate Contract price dependent upon time charges of the Contractor devoted to the work, the time charged for Contractor's employees will start when they reach the established meeting place to be mutually agreed upon by the Contractor and the Company, and will cease when they return to the established meeting place, with the usual time off for the noon day meal. An ordinary workweek shall consist of forty (40) hours at straight-time rates. Overtime work which results in an additional charges may be performed hereunder provided the same shall have been authorized by the Company in writing prior to the performance thereof.

C. In every instance and without regard to whether the Contract is a fixed price or a variable rate, the Contractor agrees to render to the Company weekly invoices and daily work reports for the invoice period for each work crew detailing trees trimmed, trees removed, and for all other work performed the preceding week. These invoices shall be for the Company's informational purposes in monitoring the progress of the job. In the case of variable or indeterminate price work, the Company agrees to pay such invoices within thirty (30) days following approval by such statement. The provisions of the following paragraph D shall apply to all Contracts.

D. The Company may withhold payment for work done to the extent necessary to protect itself against loss on account of:

1. Defective work that is not remedied in the amount of time designated by the Company.
2. Claims filed or reasonable evidence indicating probable filing of claims resulting from the work of Contractor and/or its subcontractors.
3. Failure of the Contractor to make payments promptly to its subcontractors, or for material or labor.
4. Damages to structures or properties.

When the Contractor has corrected the above conditions, the Company agrees to pay any amounts withheld after the approval by the Company or its representative.

E. All work submitted by Contractor for payment will be inspected by an employee of the Company or its representative to ensure the work is properly performed and has been completed. Any crew and equipment time necessary to correct work invoiced and not accepted, may not be billed to Company.

F. The Contractor shall submit a bill for payment to the Company on a monthly basis.

ARTICLE III

INSURANCE / LIABILITY REQUIREMENTS

A. To the fullest extent permitted by applicable law, Contractor and its agents, partners, employees, and subcontractors (collectively "Indemnitors") shall indemnify and hold Company, Company's representatives and its respective elected officials, officers, agents, employees and contractors (collectively "Indemnitees") from and against all claims, liability, damages, losses, liens, causes of action, suits, judgments and expenses (including, without limitation, reasonable attorney fees) of any nature, kind or description (collectively "Liabilities") arising out of, caused by, or resulting from the negligent performance of services provided by the Indemnitors.

B. Neither the Company nor the Contractor shall be liable either to the other, for loss, damage, or delay resulting from causes beyond its reasonable control, including but not limited to those caused by fire, flood, accident, labor controversy, civil, governmental or military authority, insurrections, riot, embargoes, unavoidable delays in transportation, acts of God or the public enemy, or inability or delays in procuring materials.

C. The Contractor shall obtain and maintain throughout the Contract term insurance coverage in the following minimum requirements:

1. Worker's compensation insurance, in statutory limits, covering all its workers who perform any of the obligations assumed by the Contractor under this Contract.
2. Public liability and property damage insurance covering all operations under this Contract with limits for bodily injury or death or property damage in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. The insurance required by this subparagraph shall name Company as a coinsured to the extent of any claim, demand or suit made upon or against Company arising out of any such occurrence.
3. Automobile liability insurance on all self-propelled vehicles used in connection with the Contract, whether owned, non-owned, or hired with liability limits for bodily injury or death or property damage in an amount not less than \$1,000,000 per occurrence.
4. The Company shall have the right at any time to require insurance coverage greater than those required above. In such event, any additional premium applicable to such additional insurance shall be added to the Contract price.
5. The Company shall require the same insurance provisions will be adhered to for all subcontracted or for-hire entities that the Contractor may choose to use for Contract purposes.

6. The Company requires that the policy include as “additionally insured” for both the City of Greenfield Power & Light and the City of Greenfield and the Company’s proper name and assumes all officers, agents, and employees thereof and those governmental bodies performing permit activities for the Company pursuant to a maintenance Contract.
7. All insurance policies required under this paragraph C of Article III shall contain the appropriate endorsement, and cancellation and change language substantially equivalent to the following:

“This insurance will not be cancelled by this insurance company nor any changes made in the policy which change, restricts, or reduces the insurance provided, or changes the name of the insured, without first giving a thirty (30) days notice in writing to the Company at the following address; “333 S. Franklin Str., Greenfield, IN 46140.”

ARTICLE IV

PERMITS

The Contractor agrees to notify municipal, state or federal authorities the nature, scope, and timeframe of work to be performed within their jurisdictions, where such authorities have jurisdiction prior to entering their lands. The Contractor shall obtain all original consents, easements, or permits for such line clearing, trimming, or vegetation control from the appropriate individual (s) and/or entity prior to the commencement of any work.

ARTICLE V

CONTRACTUAL RIGHTS

A. It is expressly understood and agreed upon by both the parties hereto that the right to perform tree-trimming and line clearance work for the Company is not being granted exclusively to Contractor and that the Company may at its sole discretion contract with other persons or corporations to perform similar services for it and/or perform such work itself.

B. In the event that the Company wants to terminate the contract either because of a violation by the Contractor of any provisions of this Contract, or for any other reason, the Company shall have the immediate right to cancel this Contract upon five (5) days written notice to Contractor. Upon issuance of a notice of termination, Contractor shall not commence any new work and shall expeditiously complete any work already commenced by the Contractor without incurring any liability to the Contractor, other than payment to the Contractor of the value to the Company of the work already performed prior to such cancellation as set forth on Addendum B.

C. Subject to the restrictions hereinabove contained in regard to subcontracting, this Contract shall be binding upon the successors and assign of the parties hereto. This Contract shall become effective upon execution and shall continue until the work agreed upon has been completed to the satisfaction of the Company or until otherwise terminated in accordance with other provisions of this Contract, whichever comes first. In the event that either of the parties becomes insolvent, a petition in bankruptcy is filed for or against either party, or either party is placed under state court receivership, then the other party, at its option, may forthwith elect to terminate this Contract without further liability to the other.

D. It is the intention of the parties that the Contractor shall at all times and in all respects be deemed an independent, outside contractor in the performance of its duties and responsibilities hereunder. It shall have no authority to act for or bind the Company. This Contract shall be interpreted in all respects to be consistent with such independent contractual relationship.

E. The Contractor represents and warrants to the Company that, as a corporation or similar entity, it is duly incorporated or similarly integrated and in good standing with the State of Indiana and duly authorized to do business within the State of Indiana as of the date of execution hereof. The Contractor covenants and agrees to maintain such status during the life of this Contract and that the individuals executing this Contract on behalf of the Contractor are duly authorized to act and bind the Contractor. The Company makes the same representations to the Contractor.

IN WITNESS WHEREOF the parties have executed this Contract as of the day and year above first written.

“COMPANY”

“CONTRACTOR”

City of Greenfield Power & Light

Williams Tree Company

BY _____

BY Sean Murphy 2/19/25

ITS _____

ITS General Manager

Developed by: Plant Growth Management Systems