

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

This Contract made and effective this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, 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 \_\_\_\_\_, a(n) \_\_\_\_\_, with its principal place of business at \_\_\_\_\_, 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 “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 payments 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 regards 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

\_\_\_\_\_

BY \_\_\_\_\_ BY \_\_\_\_\_

ITS \_\_\_\_\_ ITS \_\_\_\_\_

Developed by: Plant Growth Management Systems

## **Addendum A**

### ***Line Clearance Management Specifications***

Prepared by:



P.O. Box 214, Niles, MI 49120  
Phone: (269) 663-7467 Email: info@pgmstgr.com

### **Preface:**

The extent of the following specifications is to provide guidelines and expectations for line clearance trimming, removal of trees, brush, and other vegetation. The specifications will include the performance of new right-of-way clearing work for electric service extensions. Any deviations from these specifications must be approved in writing by a representative the Company or a field manager of PGMS, after consultation with the Company.

### **Definitions and Related Terms:**

- A TREE is a stem(s) of a woody plant that has a 4-inch dbh or larger (this includes “stump sprout trees”).
- BRUSH is any plant that has less than 4-inch dbh.
- A UNIT of brush is defined as 500 square feet measured from canopy edge to canopy edge and can be broken down to the nearest 1/10<sup>th</sup> unit.
- A TRIM is any woody plant that is identified to be trimmed.
- A REMOVAL is any plant that has a 4-inch dbh or larger and has been identified to be removed.
- The entity responsible for the line clearance trimming is the “Contractor” and the entity requesting the work to be done is the “Company.”
- AUTHORIZED WORK is any and all work that is issued to the Contractor by a PGMS Field Manager or a representative of the “company.” Only work planned will be considered authorized work.
- COMPLETED WORK is authorized work completed in accordance with these line clearance management specifications.



### **Preplanning of Work:**

- A qualified PGMS Field Manager will complete all line clearance preplanning in conjunction with and/or in advance of authorized work.
- Either a PGMS Field Manager or a representative the Company must approve any changes made to the authorized work.
- Either a PGMS Field Manager or a representative the Company must approve any and all Time and Material Work prior to said work being completed.
- A PGMS Field Manager will inspect the completed work and present a written recommendation for payment by the Company upon acceptance of said work.

### **Contractor Obligations:**

- Before submitting work to the PGMS Field Manager for a payment recommendation, a representative of the Contractor must inspect all work prior to considering it completed.
- For a PGMS Field Manager to present a written recommendation to the Company for payment, the work completed must be a minimum of 95% correct. The work is considered correct if it corresponds with this guideline's specifications. Any retainage for uncompleted work will be paid upon final completion and acceptance of the work by the Company.
- If the work is less than the stated percentage, the line clearance Contractor is responsible for the cost of re-inspection by a PGMS Field Manager at an hourly rate established by the current contract between the Company and PGMS.
- The work location of the Contractor shall be reported daily to a representative of the Company or a PGMS Field Manager. In addition, the Contractor shall provide weekly time sheets describing the nature of work performed and the number of man-hours spent on said work.
- The Contractor will contact a PGMS Field Manager, a representative of the Company, and the property owner within a reasonable amount of time when a damage complaint has been received.
- The progress or resolution of a damage complaint should be reported to the PGMS Field Manager, a representative of the Company, and the property owner as soon as possible.
- In the event a dispute arises between the property owner and the Contractor, the Company has the final authority as to the Contractor's responsibility and liability.
- The Contractor shall be responsible for the cost of all herbicide.
- Any Herbicide applications (except stump treatments) must be approved in advance by a manager of PGMS.

### **Field Specifications:**

- All trees shall be trimmed according to arborist standards as described in the most up-to-date ANSI A300 Guidelines.
- All trees shall be trimmed for the maximum clearance allowed while using the ANSI A300 standards and/or to a minimum of three (3) years clearance. Where a three (3) year minimum clearance is not physically possible or other deviations are necessary, the Contractor will contact a PGMS Field Manager for authorization.
- All dead, dying, or defective limbs of authorized work, which may interfere with or endanger operational safety and line maintenance, shall be removed even if they may be outside the clearance specified.
- All limbs and brush resulting from authorized work shall not be left on the property overnight unless the landowner is notified.
- All wood larger than 3 inches in diameter from a trimmed or removed tree shall be cut into reasonable lengths for the property owner to handle easily and neatly stacked at the base of the tree or adjacent to the stump
- All wood less than 3 inches in diameter from a trimmed or removed tree shall not be left on the property.
- All wood and brush debris resulting from authorized work shall not be left within public, road, or utility rights-of-way, and must be moved to an area that will not interfere with utility access or flow of streams and irrigation ditches.
- Permission from the property owner must be obtained prior to windrowing or stacking of brush and it remains the Contractor's responsibility if the property owner rescinds the offer for any reason. If brush is windrowed, useable wood must be separated from the brush, and the windrow must be placed in such a way that it will not limit normal access to rights-of-way and include "gaps" at each pole structure.
- All stumps shall be cut at a height no greater than 3 inches above ground.
- All stumps shall be treated with an approved herbicide unless off-site contact is possible or if the tree is unaffected by the herbicide (i.e.: most evergreens).
- All brush stumps shall be flush cut, resulting in no "spears" left in the right-of-way.
- The Contractor may at its own discretion, use any herbicide necessary for each situation as long as the Contractor holds all required permits and licenses for such application and the herbicide meets governmental requirements and attains the minimum of a 90% kill rate. If the kill rate is below 90%, the Contractor is responsible for retreating at its own expense.

### **Line Clearance Trimming Requisites:**

- Three phase and multi-phase lines shall be trimmed as to not have any overhang while maintaining the health of the tree. When overhang branches are left on tree, they should appear to be structurally able to withstand the normal stress of wind, snow, and ice.
- Overhang on single-phase lines shall be trimmed to obtain a minimum of 15 feet clearance and any overhang branches that are left on the tree should be able to withstand the normal stress of wind, snow, and ice.
- Secondary and service lines shall be trimmed to provide swing clearance and in accordance to arborist standards.

### **Field Specifications for Mechanical Clearing:**

- All rights of way shall be cleared back to the original boundary line, if the boundary is not evident all rights of way shall be designated 30 Feet in width (15 feet on either side of the utility center line) deviations from this must be approved by a PGMS Field Manager or a representative of the Company.
- All non-utility compatible vegetation shall be removed from the rights of way.
- All utility compatible brush can be left as long as it does not interfere with the normal Company operations.
- All stumps shall be cut at a height no greater than 3 inches above ground. All brush stumps shall be flush cut, resulting in no “spears” left in the right-of-way.

### **Field Specifications for Foliar and Basal Herbicide Application:**

- All herbicide work shall be completed utilizing either a foliar or a basal application.
- All herbicide work shall be completed utilizing a low volume (50 gallons per acre or less) and in some cases when the areas require an increased amount of product, modified low volume (75 gallons per acre or less).
- The Contractor may at its own discretion, use any herbicide necessary for each situation as long as the herbicide meets governmental requirements and attains a minimum of 95% kill rate. If the kill rate is below 95%, the Contractor is responsible for retreating at its own expense.
- Whenever possible all utility compatible brush species shall not be sprayed unless specified by the Company or when said brush is growing in a manner as to limit the Company’s normal operations.
- The Contractor shall be responsible for the cost of all herbicide billable to the Company through its rates in Addendum B.
- The Contractor shall be responsible for the results of any off-site vegetation kill.

**Field Specifications for Bare Ground Herbicide application:**

- For best results, applications should occur within the months of March and April, timing will be dependent on weather conditions.
- The Contractor may at its own discretion, use any herbicide necessary for each situation as long as the herbicide meets governmental requirements and attains a minimum of a 100% kill rate inside the fenced area of the substations and a 95% kill rate on the remaining area of control. If the kill rate is below these percent minimums, the Contractor shall be responsible for retreating at its own expense.
- On steep or hard packed gravel drives; bare ground applications shall not be used in order to prevent off site run off. Any herbicide used shall be approved in advance by the Company. Multiple applications may be needed in these situations to control re-growth season long.
- Escapes/re-growth inside the substation after bare ground application must be re-treated by the Contractor. This does not apply to the gravel area outside of the substation fenced area or gravel drives around the substation.
- The Contractor shall be responsible for the cost of all herbicide billable to the Company through its rates in Addendum B. (The cost of herbicide for stump cut herbicide remains the responsibility of the contractor.)
- The Contractor shall be responsible for the results of any off-site vegetation kill.

**Addendum B**  
**Fee Schedule(s) for the ROW Clearance Activities**  
**Between the City of Greenfield Power & Light**  
**and \_\_\_\_\_ 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: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Contractor's Representative: \_\_\_\_\_

**Line Clearance Fee Schedule**

**Unit Prices**

Trim a tree	\$ _____
Remove a tree	\$ _____
Remove one unit of brush 500 sq. ft.	\$ _____

**Time and Material Hourly Rates**

**Hourly Rates**

**Emergency Call-out**

Two-person crew with bucket truck excluding chipper	\$ _____
Three-person crew with bucket truck excluding chipper	\$ _____

**Regular time**

Two-person crew with bucket truck and chipper	\$ _____
Three-person crew with bucket truck and chipper	\$ _____
Two-person manual crew with chipper	\$ _____
Three-person manual crew with chipper	\$ _____
Foreman	\$ _____
Trimmer	\$ _____
Ground man / Flagger	\$ _____
Bucket truck	\$ _____



**Addendum C**  
**Delivery of ROW Clearance Contract's Bid**  
**and Follow-up Expectations for the Successful Bidder**

**Between the City of Greenfield Power & Light**  
**and \_\_\_\_\_ for calendar year 2025**

Addendum C provides details for the Contractor's Bid Delivery and additional requirements requested from the Company of the Successful Bidder. Bid packages will be provided to Contractors and additional copies will be available in the City of Greenfield Clerk Treasurer Office.

**DEADLINE for Bid Package Acceptance: 9:30 A.M. February 25, 2025.**

**Pre-Bid Acceptance:**

- A. The signed and dated **Right-of-Way Clearance Contract**, including a completed & signed Addendum B, Fee Schedule for the ROW Clearance Activities, must be received in a sealed envelope at the "City of Greenfield Clerk Treasurer Office", located at the following address: 10 S. State St. Greenfield, IN 46140, no later than 9:30 A.M. on the identified deadline date February 25, 2025.
- B. Contractor will be provided a bid map and applicable paperwork for this contract.

**Post-Bid Acceptance:**

- A. The successful bidder will be expected to provide the following:
  - 1.) A signed and dated last page of Right-of-Way Clearance Contract (p.6)
  - 2.) A copy of the Contractor's insurance declaration, with the Company defined as additionally insure, and reflecting coverage defined in the Right-of-Way Clearance Contract, Article III, section C (p.4).
  - 3.) A completed Addendum B; Fee Schedule for the ROW Clearance Activities
  - 4.) A duly executed E-Verify affidavit for Foreman(s) and crew member(s) assigned to the Company's property.
  - 5.) A completed W-9 form, if one is not already on file with the Clerk-Treasurer.
  - 6.) A duly executed Iran Affidavit, verified by Notary Public Seal.