

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

INVESTIGATION BY THE INDIANA UTILITY )  
REGULATORY COMMISSION, UNDER IC §§ 8-1- )  
2-58 AND 59, TO INVESTIGATION ELECTRIC )  
UTILITY TREE-TRIMMING PRACTICES AND )  
TARIFFS RELATING TO SERVICE QUALITY IN ) CAUSE NO. 43663  
THE STATE OF INDIANA. )  
)  
RESPONDENTS: ALL INDIANA )  
JURISDICTIONAL ELECTRIC UTILITIES )

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COMPLIANCE FILING – ANNUAL REPORT

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In compliance with Paragraph 9 of the Indiana Utility Regulatory Commission's November 30, 2010 Order in this Cause, Northern Indiana Public Service Company LLC, by counsel, hereby files its 2022 Vegetation Management Report.

Respectfully submitted,

  
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Dated this 30<sup>th</sup> day of March, 2023.



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Bryan M. Likins

**Northern Indiana Public Service Company LLC  
2022 Vegetation Management Report  
Cause No. 43663**

**1. Vegetation Management Expenditures**

Vegetation Management Function	Budget*	Actual* **
	2022	2022
<b>O&amp;M Expense to Maintain Transmission ROWs</b>	\$2,045,000	\$2,687,948
<b>O&amp;M Expense for Distribution Line Clearance:</b>	\$21,198,144	\$18,427,338
<b>O&amp;M Expense for Other Electric VM Activities (Program Management, Weed Control, etc.):</b>	\$1,256,863	\$1,387,895
<b>Total</b>	<b>\$24,500,007</b>	<b>\$22,503,181</b>

\*Source of data is NIPSCO CBS Budget System.

\*\* Vegetation Management was allocated additional funds late in the year

**2. Customer Complaints Related to Tree Trimming**

There were 618 total vegetation management related entries placed to NIPSCO’s call center in 2022. For customer concerns received internally, NIPSCO reviewed all 618 entries logged in 2022 in its Customer Issues Database:

Type of Call	Number of Calls
Non-NIPSCO Forestry Call/Unknown Calls	1
Tree Contractor Property Damage Concern	43
Tree Work Concern	251
Tree Work Inquiry	285
Request for Wood Chips	38
<b>Total</b>	<b>618</b>

Of the 618 customer calls received in all categories, zero were deemed complaints as none of the complaints were escalated to management for resolution. According to NIPSCO procedure, after each of the 618 customer calls, NIPSCO contacted the customer to discuss his or her concern. In all instances, NIPSCO resolved the issue by either reaching an agreement with the customer or by providing an explanation to the customer of why his or her request could not be fulfilled (e.g. customer complained about trees that were not on his or her property, customer’s request did not comport with a written work permit granted to NIPSCO by the customer, customer requested NIPSCO to trim or remove trees that were not near NIPSCO’s facilities, customer complained about trees interfering with telephone or cable lines). Upon resolution, the record was closed by NIPSCO.

There were two vegetation management related complaints filed with the Indiana Utility Regulatory Commission’s Consumer Affairs Division (“CAD”) in 2022 involving NIPSCO Forestry Operations. In each case, NIPSCO Forestry staff contacted the customers and resolved the issues.

- Case 134677 (Jackson- 8/22/2022): Filed under “Tree Trimming-Electric” and “Response Time” categories. On December 21, 2022, the CAD determined the complaint was unsubstantiated.
- Case 135079 (Johnson- 10/25/22): Filed under “Tree Trimming- Electric” and “Response Time” categories. On February 28, 2023, the CAD determined the complaint was unsubstantiated.

**Tree Trim-Related Complaints Received by NIPSCO Customer Call Center 2022**

Resolution of Complaint	Total Complaints	Tree Work Complaints	Tree Contractor Property Damage Complaints	Outage/ Reliability Complaints
Customer was contacted by NIPSCO after Customer's Initial Call	2	2	0	0
Complaint was Resolved: Either an agreement between Customer and NIPSCO was reached or NIPSCO provided an explanation of why Customer's request could not be fulfilled	2	2	0	0
Complaint was Closed by NIPSCO	0	0	0	0
In-Progress-NIPSCO still in communications with Customer	0	0	0	0
Complaints Filed with IURC Consumer Affairs Division	2	2	0	0

**3. Tree Related Outages As a Percentage of Total Outages\*\***

Tree related outages equal 29.95% of total outages in 2022 when major event days\* are included. (4,679 Tree Related Outages vs 15,621 Total Outages)

Tree related outages equal 22.6 % of total outages in 2022 when major event days\* are excluded. (2,815 Tree Outages, vs. 12,453 Total Outages)

\* NIPSCO defines “major event days” in accordance with the Institute of Electrical and Electronics Engineers (“IEEE”) Standard 1366, “IEEE Guide for Electric Power Distribution Reliability Indices.”

\*\*Source of data is NIPSCO Outage Reporting System (“NMS”)

#### **4. Vegetation Management Program**

The NIPSCO Distribution Vegetation Management Program Specifications are attached for reference.



SPECIFICATION FOR THE  
2021 THROUGH 2024 ELECTRIC LINE-CLEARANCE  
PROGRAM

DATED AUGUST 11, 2021

Revision 9/27/2021

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# I. INTRODUCTION

## A. PREFACE

*Both trees and power lines are frequently found occupying the borders of public thoroughfares and other locations where beauty and electric service are desired. In situations of this kind, conflict may and often does develop between these two great, separate forces of public good. A common sense basic appraisal of the factors involved should consider trees as nature's gift to society and the service supplied by power lines as gifts of man's ingenuity. Obviously, each of these contributions is indispensable to human needs, convenience, and pleasure. To provide their greatest individual usefulness, trees must be vigorous and beautiful; electric service must be continuous and dependable. In this measure of quality, each is essential to the happiness of civilized people.*

*- George G. Blair*

## B. NIPSCO TERRITORY AND ITS COMPOSITION

Northern Indiana is a land abundant in natural beauty. Its rich soils and moderate climate provide ideal growing conditions for a multitude of tree species. Unfortunately, serious problems can arise when trees are located nearby overhead power lines. Routine line-clearance tree work is necessary to ensure public safety and to provide NIPSCO's customers with a dependable supply of quality electric power.

Line-clearance must be accomplished in an environmentally responsible manner and must be managed cost-effectively. All methods used in NIPSCO's program conform to accepted arboricultural principles as described in ANSI standards Z133.1 and A300, and as recommended by the International Society of Arboriculture and the Tree Care Industry Association. Tree clearances obtained from conductors at the time of trimming are adapted from National Electric Code standards.

The line-clearance tree trimming program at NIPSCO is professionally designed, implemented and monitored by a team of specialists in the natural sciences. Full-time foresters are charged with administering the program in each of NIPSCO's operating areas

Three elements are critical to the success of the program. The first being dependable, dedicated contractors who can supply quality equipment and a stable well-trained work force. The second element involves the communication of well-defined expectations presented clearly in documents such as working manuals and specifications. The third element being the effective integration of contractors, local operating areas and Forestry Operations to produce a work environment with open communication and positive working relationships.

## II. GENERAL PROVISIONS

This section communicates the base level information that affects all Tree Trimming contractors (TM, Fixed Price, and Unit Crews). Additional requirements for each group are features in their respective chapter.

### A. COORDINATION WITH NIPSCO OPERATIONS

#### *1. Work Assignments*

All work assignments for scheduled trim area and circuit trimming will be made by NIPSCO's Forestry Operations. All emergency work assignments will be made by NIPSCO Forestry Operations, LOA personnel, NIPSCO Dispatch at ESSO, or South Lake Dispatch. All Construction work assignments will be made by Forester Operations in consultation with LOA personnel.

#### *2. NIPSCO Contacts*

Subject to change upon notice from NIPSCO, the following NIPSCO personnel will serve as the Contractor(s) primary contacts during the Contract term:

John Stout	Manager Vegetation Management	(574)780-2052	jstout@nisource.com
Henry Wienholts	Supervisor TDSIC/Special Projects	(219)895-6039	hwienholts@nisource.com
Briana Craven	Supervisor Electric and Gas Transmission	(219)386-6237	bcraven@nisource.com
Michael Coleman	Supervisor Contractor Safety	(219)576-4829	michaelcoleman@nisource.com
Jake Lewis	Supervisor- West Distribution Gary- Hammond- Crown Point	(219)669-8646	jacoblewis@nisource.com
Roger Van Schoyck	Supervisor- Central Distribution Valparaiso-LaPorte-Monticello	(219)688-3620	rvschoyck@nisource.com
Andrea Nichols	Supervisor- East Distribution Plymouth-Goshen-Angola	(574)238-3868	andreanichols@nisource.com

## B. CONFIDENTIALITY

All plans, diagrams, drawings, specifications and the like furnished to the Contractor pursuant to this Specification are the sole and separate property of NIPSCO. The Contractor shall take all reasonable precautions to protect the confidentiality thereof and shall not disclose the contents thereof without the prior written consent of NIPSCO.

## C. SCOPE OF WORK

### *1. Statement of Purpose and Objectives*

Vegetation, including trees, can degrade system reliability and potentially pose a public hazard by making contact with energized lines and equipment. Trees and branches can also fail during storms, causing outages and damaging lines and equipment. To mitigate these impacts, NIPSCO utilizes certified line clearance contractors, managed by Forestry Operations, to provide systematic vegetation clearing of circuits on a continuous year around basis.

### *2. Overview of Scope- "The Work"*

The scope of work consists of furnishing the necessary labor, supervision, materials, equipment, and tools necessary to trim and/or remove brush and trees interfering with NIPSCO's electric lines, gas lines, facilities and structures, to cut and/or treat with herbicides brush, trees, weeds and grass on NIPSCO's right-of-ways, Electric Substations, Gas Regulator Stations, Generating Stations, and other company properties, and dispose of all debris resulting from such work (hereafter referred to as the "Work"). All Work shall be performed in accordance with this Specification and all other NiSource requirements as amended from time to time by NIPSCO/NiSource, and in accordance with all local, state and federal regulations.

The Work is located within the Northern third of the state of Indiana. A map showing the districts is included in the appendix.

More specific details regarding the Work as it pertains to Time and Materials, Unit Price, and Fixed Price work will be provided in their specific chapters.

### *3. Interpretation of the Inquiry Documents Prior to Bidding*

Bidders shall notify NIPSCO immediately of any apparent omissions or conflicts noted in this Specification which affect the pricing, the performance of the work or the quality thereof. Upon notification of any such disparity, NIPSCO will make a determination of the required interpretation of the section(s) in question. All Bidders will be notified of the correct interpretation. It is NIPSCO's intent that all Bidders receive equivalent information concerning this inquiry and that all proposals submitted be directly comparable for evaluation purposes.

### *4. Acceptance of all (Demand or Planned Maintenance) Work by NIPSCO/ Quality Audits*

Upon completion of each circuit or Work assignment, but prior to acceptance by NIPSCO, the Contractor's work may be checked and inspected by NIPSCO or NIPSCO's representatives to ensure that all requirements in this Specification have been met. This is defined as a Quality Control Audit (QC). NIPSCO reserves the right to levy Non-Compliance Penalties for any omissions, errors and deficiencies documented on subsequent QCs.

A copy of the QC Form is included in the Appendix.

### *5. Non-Compliance Penalties*

Without a written agreement between contractor and NIPSCO for specific deviations from the specification, NIPSCO reserves the right to levy the following non-compliance penalties.

Contractors can be subject to a penalty not to exceed **\$500** for each day **or** each instance of non-compliance with this Line Clearance Specification. NIPSCO shall provide the contractor with documentation of instances of non-compliance for which a penalty is levied.

Contractor(s) awarded fixed price Work can be subject to a penalty not to exceed \$500 for each day that passes beyond the Work completion deadline. The criteria used to determine if a deadline has been met will be if on or before the day of the deadline, NIPSCO has received Contractor certification that the awarded Work is complete and has received an invoice for that Work.

NIPSCO may extend the Work completion deadline for fixed price Work for any reason including to offset time lost performing emergency Work for NIPSCO.

If a crew is found not properly applying herbicide at time of removal, a **\$1000 per day** crew penalty will be levied.

NIPSCO shall make the final determination regarding the levying of penalties.

## *6. Measuring Contractor Performance*

NIPSCO, as it deems necessary, will provide the contractor with feedback as to the overall performance of its fixed price circuit operations.

It is expected that each month, the Area Forestry Supervisor will meet with the Contractor Leaders working in their district and conduct a Key Performance Indicator (KPI) review. The discussion will focus on compliance to specifications/standards, quality of the work being performed and productivity. Performance will be measured using a standardized KPI sheet provided by NIPSCO.

The KPI may be used as a reference for tracking/assigning corrective actions or levying non-compliance penalties if those actions are not completed by the assigned deadline.

An example of the KPI sheet is included in the Appendix.

## D. TECHNICAL SPECIFICATIONS

### *1. Trimming Practices*

A founding arboricultural principle behind NIPSCO's line-clearance work is a cycle based program that emphasizes minimal impact trimming in order to reduce the induced growth rate. When trimming overhead electric lines, all conductors shall be considered highly energized. When removing trees or limbs which may create a potentially hazardous situation to the crew, the Forester and LOA shall be called for assistance.

All trimming methods used in the performance of this contract shall conform to accepted arboricultural principles as described in ANSI Z133.1 and A300 standards and as recommended by the International Society of Arboriculture and the Tree Care Industry Association.

All final cuts shall be made according to the natural target pruning method as described in Dr. Alex Shigo's literature.

The directional trimming method shall be applied in making all line-clearance cuts. Branches shall be trimmed to a lateral at least one-third (1/3) the diameter of the severed limb. The remaining lateral limb shall be growing away from the line so as to guide future growth away from the conductors.

Trimming should be confined only to the portion of the tree directly affecting conductor clearance. Shaping or trimming portions of the tree that are not directly affecting



conductor clearance should be avoided.

Pruning Cuts should not be painted (ANSI A300 standard, sec. 5.2.6.1).

The artificial trimming or shaping techniques known as pollarding, shearing, snowballing, rounding-over, etc. are not permitted.

Any tree-houses discovered in trees nearby power lines as well as any other hazardous conditions observed shall be reported to the Forester and LOA immediately.

Climbing spurs shall not be used in tree climbing except in cases of complete tree removal or emergency situations.

## *2. Tree Removal Candidates*

All brush (potentially tall growing woody plant species) less than six (6) inches diameter at breast height (DBH) located beneath or adjacent to primary distribution and transmission lines should be removed and/or chemically treated where permissible.

All trees which have the potential to grow tall enough to reach power lines should be removed whenever possible. If a tree that is endangering electric lines or other equipment cannot be removed, it should be trimmed according to the trimming methods referred to in this specification.

Fast-growing trees with upright branching habits located beneath or adjacent to overhead conductors should be targeted for removal.

Trees where, if trimmed to this Specification, would have more than 1/4 of the crown removed should be pursued for complete removal. Particular attention should be given to trees in school yards, parks and other areas in which children may climb them.

Badly diseased, dead, dying, or leaning, trees which are a potential primary line hazard should be removed or trimmed so as to eliminate the potential for line contact.

## *3. Tree Removal Practices*

Selective clearing practices shall be applied in all situations. The removal of tall-growing woody plant species should be done so as to minimize damage to residual low-growing vegetation. The NIPSCO pamphlet "Right Tree, Right Place, Right Way" lists shrubs and trees and their mature heights and may be used as a guide to determine those species compatible in utility easements.

Trees and brush shall be cut as flush as practicable to the ground parallel to the slope of

the adjacent surface. A flushed stump may be 0-3 inches high at the time the Work is completed. Trees growing in fences may be cut at fencepost height provided the stumps are basal treated with herbicide.

All trees scheduled for removal shall be indicated with clear instructions in the manifest. Every attempt to mark removals with paint in the field shall be made; however, if a site does not allow for marking to take place, the removals shall be indicated in the instructions on the manifest. The marking and/or instructions shall be such that removals are easily identified by tree-trimming crews. The Area Forester shall approve the method of marking.

NIPSCO may pre-plan tree and brush removals as part of the Work. Sometimes these customer contacts occur months in advance of the Contractor arriving to perform the Work. In these cases, the Contractor shall be solely responsible for such Work and should confirm the scheduled Work with the property owners.

Any changes in the work by the contractor must have the permission of the Property Owner and the Area Forester documented in the work planning software (Arbor Line).

NIPSCO and the Contractor shall review instances where property owners refuse to allow NIPSCO pre-planned removals to proceed.

#### *4. Wood Chip Disposal*

The Contractor is responsible for properly disposing of chips and wood as close to the Work-site as possible. Chip disposal sites shall be in accordance with all local, state, and federal regulations. The contractor shall bear all clean-up, restoration, or other costs associated with unlawful disposal of wood chips.

Whenever possible, crews shall request permission from the property-owner in rural areas to lop and scatter or chip and blow trimmings, as opposed to chipping and hauling. Burning is not permitted.

Wild Cherry brush and foliage shall not be blown or scattered on site at any time.

#### *5. Work Site Clean-Up*

**\*\*Any violations of this section are subject to Penalties as described in the Non-Compliance section\*\***

Work-site is to be left as clean as or better than before Work began.

Debris, such as small limbs and brush shall be cleaned up and the site raked each day before leaving the job site unless specified otherwise by the property owner, agent or tenant. An exception to this rule is storm/emergency work debris, which may be left on site so long as it is staged properly and does not create additional safety/access issues.

Unless specified otherwise by the property owner, agent or tenant large wood shall be cut into firewood lengths (max 24") and left at the base of the tree.

Brush and wood shall be promptly moved off of roads, swales, road right of way, ditches and sidewalks.

Debris (paper, cans, and other material) shall not be left on the job site and shall not be disposed of with chips.

#### *6. Use of Herbicide and Control Guarantee*

The use of herbicides shall be in accordance with all applicable local, state and federal regulations as well as all label instructions.

All stumps resulting from live deciduous tree removals shall be stump treated with an approved herbicide (such as Garlon 4), indicator dye, and basal oil immediately upon completion of removal.

All stumps resulting from mowed or hand cut live brush shall receive cut stubble treatment such as:

- Treated with a NIPSCO approved herbicide (such as Garlon 4), indicator dye, and basal oil immediately upon completion of removals.
- Application of other NIPSCO approved cut stubble treatment.

Brush areas permitted for removal may be basal treated or foliar sprayed rather than hand cut or mowed so long as the Contractor has the consent of the property owner and the approval of the Area Forester.

The contractor shall guarantee 90% control of stumps, re-sprouts, and brush treated with herbicides under this Specification. NIPSCO shall make the final determination on the effectiveness of control during the first growing season after treatment. The Contractor shall be responsible for completing any necessary retreatments at their expense even after all other aspects of the work has been approved by NIPSCO and reimbursement for the Work made.

All herbicide applications shall be made according to Indiana state law.

Herbicides pre-approved by Forestry Operations for use under this contract are included in the Appendix.

Application Techniques:

The following low-volume application techniques are permitted upon review of the Area Forester.

- 1.) Cut Stump Treatment
- 2.) Basal Bark Treatment
- 3.) Low Volume Foliar Treatment
- 4.) Cut Stubble Treatment

**\*\*If a crew is found not properly applying herbicide at time of removal, a \$1,000 per day per crew penalty will be levied.**

*7. Distribution Line Clearances*

Table I lists the guideline clearances at time of trimming for distribution circuits when trimming for electric line-clearance. In all cases, at least the guideline clearance indicated for the particular voltage shall be acquired. Guideline clearances are not to be construed as standard clearances. In considering factors such as the tree species, its growth rate and wood strength, its position in relation to the line, and the height and voltage of the line, additional clearances are frequently required.

In trimming primary conductors, allowances shall be made for conductor sag and wind-blown horizontal displacement of conductors as well as the sway of tree limbs alongside of conductors.

To further public safety, clearances at time of trimming shown in Table I shall be increased in public parks, schools, playground areas, or other such areas where children may climb into trees.

A minimum of ten (10) feet of clearance shall be obtained for all transformers, risers, ground switches, guy wires, and other associated equipment. All guy wires and poles shall be cleared of fouling by vines by cutting at base and treating with herbicide.

Dead or defective limbs larger than two (2) inches in diameter located anywhere within the crown of the tree which have the potential to fall or be blown into primary conductors shall be removed.

Trees which are dead, defective, or leaning trees which, if they failed would contact the conductors, shall be removed or trimmed so as to eliminate the potential for contact.

**\*\*Three-Phase trunk line may be permitted to have NO OVERHANG. Work Manifests will clearly list expected work.**

**Table I**

**Guideline Clearances at Time of Trimming for various Distribution Line Voltages  
(Shown in Feet)**

<b>Type of Tree Clearance</b>	<b>Triplex and Service Wires</b>	<b>Open Wire Secondary</b>	<b>7.2kV (Single Phase)</b>	<b>12.5kV (Three Phase)</b>
Under	2	6	10	15
Over *	2	6	10	15
Side	2	6	10	15

*8. Transmission Line Clearances*

Distribution line-clearance crews may occasionally be required to perform Work along transmission circuits. The high voltage and critical service required of transmission lines make safe tree clearances a first priority.

All overhanging limbs within the side clearance area shall be removed as they pose an unacceptable risk.

In addition to the clearances at time of trimming shown in Table II, allowance shall be made for wind displacement of conductors and the sway of tree limbs. Also, hazardous limbs that could breakout due to high wind should be removed.

Trees located directly beneath transmission conductors may require crown reduction to provide the maximum protection from interruptions. Natural conductor sag caused by hot weather and heavy load conditions must be considered as these can cause lines to sag in excess of ten feet. Tall-growing tree species located immediately beneath conductors should be considered for removal first and trimming second.

Trees which are dead, defective, or leaning trees which, if they failed would contact the conductors, shall be removed or trimmed so as to eliminate the potential for contact.

Tall growing tree species in the brush stage (less than six (6) inches diameter at breast height (DBH)) should be treated with an approved herbicide by one of the methods outlined in this specification.

Construction of new transmission lines shall conform to the clearances indicated in Table II with emphasis on removal of all trees and brush that can grow into conductors.

All right-of-way clearing shall conform to the NIPSCO Vegetation Management Contract Specifications, available from the Area Forester.

**Table II**  
**Guideline Clearances at Time of Trimming for Various Transmission Line Voltages**  
**(Shown in Feet)**

Type of Tree Clearance	34-69kV	138kV Roadside	138kV ROW/ Easement	345 kV	765 kV
Under	20	28	38	42	60
Over	*****NOT PERMITTED*****				
Side	20	28	38	42	60

**E. TREE CREW RULES, REGULATIONS, AND PROCEDURES**

*1. Permits and Licenses*

Many counties and communities NIPSCO serves require special use. Work Permits and/or Licenses. As such, the Contractor shall be responsible for obtaining all necessary State, County, Town, City and other permits as required to complete the Work. The Contractor- at its own expense- shall take out all necessary licenses required for the Work. The Contractor shall comply with all applicable laws, ordinances, and regulations of any public governmental authorities having jurisdiction over the Work.

## *2. Crew Documents and Records*

The following documents and permits are required to be carried by all crews, be available on the job site and maintained in an orderly fashion at all times:

- Indiana State Highway Tree Trimming Permit(s)
- Tree/Brush Removal Permit Forms
- Safety Data Sheets
- Herbicide Labels
- Contract Specification
- Current Timesheet
- A supply of NIPSCO Informational Brochures- including:
  - *Protecting your Power- The Need to Trim Trees*
  - *Selecting the Right Tree, Choosing the Right Place*
- Dr. Alex Shigo's Pocket Guide- *Pruning Trees Near Electric Utility Lines*
- Current copy of ANSI Z133.1 Standard
- Current Copy of ANSI A300 Standard
- Contractor's Safety Policy and Manual
- Storm Clean-Up Door Hangers

## *3. Tree Crew Traffic Controls*

All traffic control shall comply with the NiSource Traffic Control Policy. See Appendix for additional information.

All crews are expected to appropriately log work zone set-ups through their individual Contractor's Work Zone Log page within the NIPSCO Safety Metrics Portal in Smart Sheet.

## *4. Operations Reports*

Accurate and timely reporting is a critical element of Forestry's operations. Failure to complete the requirements listed below can result in a Non-Compliance Penalty (see section II.C.5 for additional details).

Contractors will update their weekly Circuit/Project completion percentage/status no later than end of business each Saturday.

The Contractor's Area Supervisor assigned to this contract shall meet with appropriate Area Forester at least monthly to discuss the operation. NIPSCO will provide reports to all levels of Contractor's management. Reports will summarize the operations in each of the Contractor's LOAs and discuss the General Foreman's and supervisor's performance, attention to respective duties, current effectiveness ratings, operational problems

observed, and quality audit results. These Key Performance Indicators (KPIs) will be regularly scheduled. A copy of the KPI evaluation sheet is included in the Appendix.

Additionally- as General Foreperson's serve as the field leaders of their operations, the following scheduled reports are required from all GF's (T&M and Maintenance work):

- Daily
  - Report daily crew locations, planned activities and crew make-up as mutually agreed upon between the LOA, Forester and the Contractor.
- Weekly
  - Submit a tentative weekly activities schedule to the LOA Monday of each week.
  - Submit a weekly timesheet completed according to the instructions provided in the Appendix to these specifications
- Monthly
  - A calendar at the start of each month listing a tentative schedule of standby rotation for all crews.
- As Necessary
  - Immediately notify the LOA/Forestry Leaders of any personal injuries, accidents, complaints, property damages, or outages as soon as possible after occurrence and then submit a written report to the LOA and Area Forester within three (3) days.
  - Submit Classification Change Notices (found in Appendix) for assigned crew members based on a six (6) month progression with verification of proficiency for review and approval by the Area Forester. Initial classification of new employees with prior experience will be established by the contractor and approved by the Area Forester.
  - Update any needed information in the Smart Sheet tracking pages.
  - Notify Area Forester of any crew member, pullout locations, and contact number changes as needed for storm response.

## *5. Work Hours*

The normal Work week shall be forty (40) hours. The normal Work day shall be eight (8) hours, Monday through Friday. The starting time shall be established by the General Foreman and approved by the Area Forester. Any changes must be approved before the start of the next work session by the Area Forester.



## *6. Time Sheet Falsification*

The Contractor shall make every effort to ensure that the time sheet submitted by each crew is an accurate reflection of those activities which actually occurred. The Contractor shall be responsible for removing any employee found to have purposely falsified any part of the weekly time sheet.

Should there be repeat instances of inaccurately recording Work activities on the weekly time sheet, NIPSCO retains the right to request the removal of such an employee/contractor from the Work.

## *7. Training*

The contractor shall hold four (4) training sessions per year, each lasting eight (8) hours. The first two training days will be paid for by the contractor. NIPSCO will cover the expenses of training days 3 and 4. The first four (4) hours of such sessions are intended to focus strictly on building job related skills. The proposed topics and individual speakers scheduled for training sessions shall be reviewed and approved by Forestry Operations. The content of these sessions should be of such quality as to qualify for IOSC CCH's, TCIA TCSP Credentials and/or ISA CEU's. No equipment shall be billed during training sessions.

The Contractor shall provide opportunities and/or information to all crew members concerning completion of the home study programs and credentials required by these specifications.

## *8. Personal Appearance Standard*

Because contract crews interface on a daily basis with NIPSCO's customers and as such represent NIPSCO, their appearance is an important consideration. All crew members shall wear uniform shirts and pants provided by the Contractor in the Contractor's color or approved safety color with the Contractor's name embossed on the front. Sleeveless shirts, torn, dirty, or stained clothing shall not be permitted.

Contractor shall furnish a minimum of ten (10) shirts and one (1) heavy weight sweatshirt or jacket each year throughout the term of this agreement.

NIPSCO reserves the right to make the final determination of the appropriateness of crew members' dress and appearance. At no time will it be permissible for any employee to wear another contractors clothing with their name visible; NIPSCO reserves the right to remove any contractor breaking this policy from the worksite for the day.

### *9. Employee Identification*

Contractor shall provide each employee with a laminated company issued photo identification card to be carried at the job site at all times. The identification card shall display the Contractor's logo, company name, company address and the employee's name and photograph.

### *10. Interactions with Public and Customer Contacts*

The Contractor's numerous daily contacts made both with public agents and NIPSCO's customers will inevitably affect the public's perception of NIPSCO. Therefore the appearance, attitude and method of approach of Contractor's employees should be structured so that the employee's actions reflect favorably upon both NIPSCO and the Contractor.

Due to the necessity for contractor and NIPSCO employees to efficiently coordinate their work in order to properly ensure their own safety, and given the need to effectively communicate with NIPSCO's customers and employees who speak only English; all contractor employees assigned to work under this contract shall have someone available on the crew at all times to translate that is fluent in English.

Contractor personnel shall make clear, by statement and by showing proper ID, to property owners the name of their company and that they are contracted by NIPSCO to perform line-clearing Work.

Property owner notification should be made by the General Foreperson or Crew Foreperson prior to the start of Work activities. If customer is not home or is unavailable when contact is attempted, the Work shall proceed as planned.

### *11. Customer Interference*

In situations involving customers who prevent crews from providing at least the guideline clearances as outlined in these specifications, the crew leader shall notify the General Foreman of the situation. The General Foreman shall meet with the customer as soon as practicable thereafter to resolve the conflict and shall document the results of the meeting. If the General Foreman is not able to successfully resolve the situation, he shall notify the Area Forester who will determine what steps should be taken to resolve the situation. The General Foreman shall keep the LOA apprised of the status and all actions taken toward resolution of interference situations.

### *12. Skips*

The crew leader shall maintain an up-to-date list of trees that the crew skipped for one reason or another. The General Foreman shall ensure that such Work has been completed before the crew moves to another work area or circuit, unless approved by a NIPSCO Forester.

### *13. Ingress and Egress*

It is the responsibility of the Contractor to use appropriate caution in traversing a Work area.

The property owner, agent or tenant should be contacted before entering private property. If there is not direct access to the area, use the best route specified by the property owner, agent or tenant. It is the responsibility of the contractor to use appropriate caution in traversing the area.

The cutting and subsequent repair of fences should be arranged with the property owner, agent or tenant.

The property owner, agent or tenant should be consulted to locate any field tile, septic system, etc.

Any damage resulting from Contractor's ingress and egress is solely the Contractor's responsibility.

Additional Information regarding Easements and Right of Ways may be found in the Appendix.

### *14. Damage Claim Procedure*

The Contractor shall submit documentation describing their damage claim procedure for property owners that believe they have a claim against the Contractor arising out of the Work. Included with this documentation should be a phone number and address that NIPSCO can provide to claimants.

## **F. SPECIAL PROJECTS AND ACTIVITIES**

### *1. Non-NIPSCO Originated Private Work*

When the Contractor solicits and obtains work independently from the contractor's NIPSCO line-clearance operations under this contract, the Contractor may perform such work using personnel and equipment dedicated to the NIPSCO contract subject to the following conditions:

Non- NIPSCO originated work shall be performed only when mutually agreed upon by NIPSCO and the Contractor. The Contractor shall coordinate the date and time of the

work.

The Contractor is required to have the equipment used for Non-NIPSCO Originated work available and in proper working order prior to beginning NIPSCO's regular work. Additionally upon completion of such work, trucks shall be emptied of all chips, equipment shall be fully refueled, and saws sharpened.

The Contractor shall be responsible for all liability and invoicing related to this type work. Contractor(s) will assure that the property owner understands that the Contractor is not acting on behalf of NIPSCO.

## *2. Un-Authorized Private Work*

Under **no circumstances** shall the contractor's employees solicit or accept payment for services rendered or products resulting from NIPSCO's line clearance work.

Under **no circumstances** shall the contractor's employees solicit or price their own individual private tree work side jobs during hours billable to NIPSCO.

The Contractor(s) shall be responsible for removing from the Work any employee found to be violating the provisions of this section.

## *3. Emergency/ Storm Work*

During emergencies, the major concern is the restoration of service. Only essential Work shall be done to rapidly restore service. Any additional non-emergency tree Work shall be done only when the emergency is over.

Contractor shall furnish an emergency call-out list containing the names and telephone numbers of the Contractor's account manager, contract supervisor, all General Foremen, Roving Foremen, and all crew Foremen assigned to the LOA. A contact list shall be provided to the Area Forester and the LOA, per request.

The Forester, LOA or NIPSCO dispatch ESSO shall contact the General Foreman when emergency Work is required. The General Foreman shall then arrange for the required number of crew members to report to the LOA or Worksite.

When performing Work where tree failure or limb breakage has occurred, crews are not required to haul away debris, clean up yards, or perform tree work beyond that which is necessary to make line repairs and restore service. However, crews shall not cause wood pieces or tree debris to be left in a condition or location that endangers public safety or violates federal, state or local laws. Particular care shall be taken to avoid blocking waterways, sidewalks, driveways, ditches and road right-of-ways.

All final pruning cuts on live trees shall be made in an arboriculturally correct manner.

Tree-trimming crews directed by NIPSCO to perform emergency Work shall keep a log of completed locations to be turned in at end of emergency activities.

During emergencies where the crew is directed to perform hot-spotting or line-clearance tree trimming on non-storm damaged trees, the Work site should be cleaned up in accordance with standard work practices.

Meal compensation may be received for crews working emergency work according to Crew Billing Procedures (III.E.2) in the billing section.

Upon completion of assigned emergency Work, tree-trimming crews shall contact the General Foreman or NIPSCO for their next work assignment, before leaving their present job site.

Work hours for storm events shall not extend beyond 16 consecutive hours before taking an 8 hour rest time. A work rotation shall be established for extended storm events in consultation with NIPSCO.

#### *4. Construction/ TDSIC Projects*

In situations involving Construction Work Orders, the General Foreperson may be required to provide cost estimates for necessary tree trimming or removals required by the project. All construction work shall be permitted according to NIPSCO Practices.

### **G. TREE CREW JOB CLASSIFICATION DESCRIPTIONS AND REQUIREMENTS**

The line clearance tree trimming profession requires dedication and extensive training. The skills required are attained through progressive training modules. Each module requires the individual to learn, practice, and perfect specific tasks prior to advancing to the next level. The craft level employees are typically classified as are Ground Person, Trimmer, Foreperson, and General Foreperson. Tree crews consist of a combination of the first three levels and are overseen by a General Foreperson. Every member of the crew fulfills a specific role in the productivity of the crew based on their abilities and skill levels. Although each role is vital to the work performance of the crew, training is constantly taking place in effort to advance the crew members to the next level.

All proficiencies will be measured against the individual Contractor's Training Manual(s).

The following job classification levels are presented in ascending order from least experience/skill

to most experience/skill.

### *1. Ground Person*

Ground Person classification is divided into 2 categories, G2 and G1. These entry level positions have the highest turnover rate of all craft levels. These positions also require the most amount of training and supervision to acclimate the new employee to the numerous safety policies and basic functions of the line-clearance industry. Both levels are expected to perform the basic duties below:

- Each classification will continually learn and practice the tree trimming skills needed to progress to the next level.
- All contractor employees will attend training offered by NIPSCO and the contractor(s).
- All contractor employees will treat NIPSCO's Customers respectfully and with understanding while Following NIPSCO's Work Specification.

#### Ground Person 2 (G2): Base level

- Has completed all orientation training per individual contractor's specifications.
- Has exemplified exemplary attendance.

#### Ground Person 1 (G1)- Has satisfied all requirements of G2 position AND;

- Proven proficient in fall protection inspection including harnesses, climb lines, and climbing saddles.
- Demonstrate proficiency in MUTCD roadside setups and flagger requirements.
- Obtained EHAP training certification equivalent to ANSI Z133 section 4.
- Proven proficient in contractors' "Boom Spotter" required training.
- Proven proficient in maintenance and safe handling practices of a power saw, including the ANSI Z133 section 8.8.
- Understands and demonstrates proper arboricultural pruning techniques in accordance with the ANSI A300 and ANSI Z133 section 8.3 standards.
- Has general knowledge of rigging techniques as described in the ANSI Z133 section 8.5.

- Proven proficient in ground operation procedure while rigging techniques are taking place; including basic rigging knots (i.e. clove hitch, bowline, half hitch, and figure 8 knot).
- Demonstrated knowledge and practical application of tree removal/felling procedure in accordance to the ANSI Z133 section 8.6 (or approved equivalent).

## 2. Trimmer

The Trimmer classification is divided into 4 categories. All four categories are expected to perform the basic duties for the previous Ground Person level.

### Trimmer 4 (T4) Base level- Has satisfied all requirements of G2 AND;

- Documentation of a minimum of 3 tree/ aerial lift rescue practices over a period of at least 3 months.
- Proven proficient in approved knots for climbing.
- Proven proficient in performing walk-thru of pre-trim plan.
- Proven proficient in ascending trees manually and/ or maneuvering aerial lift.
- Proven proficient in pruning trees within MAD.

### Trimmer 3 (T3) - Has satisfied all requirements of T4 AND;

- Has working knowledge of tree anatomy and can distinguish between hard and soft wooded species.
- Capable of manually trimming and/ or aerially trimming trees with overhang in accordance with ANSI standards under supervision.
- Capable of performing tree removals using roping and rigging under supervision.
- Capable of felling trees/ spars in accordance within ANSI Standards.
- Perform live demonstration of tree & aerial lift rescue.
- Proven proficient in approved knots for rigging.

### Trimmer 2 (T2) - Has satisfied all requirements of T3 AND;

- Proven proficient in aerial trimming for line clearance.
- Capable of removing large overhang using rigging systems both manually climbing and from an aerial lift.

- Proven proficient in storm work including the removal of limbs under tension, hazard identification, and all grounding procedures.
- Must demonstrate the removal of a large tree both manually climbing and from an aerial device and prove proficiency in applicable cutting techniques.

Trimmer 1 (T1) - Has satisfied all requirements of T2 AND;

- Proven proficient in both climbing and aerial trimming for line clearance.
- Holds license for and is qualified to drive the equipment that the crew typically operates.
- 2 years on property without incident.

### *3. Foreperson*

The Foreperson classification is divided into 3 categories. All three categories are expected to:

- Continuously train their crewmembers to improve Work skills and productivity.
- Assure the Work is performed in a safe and efficient manner in accordance with all appropriate guidelines.
- Schedule daily activities to maximize productivity.
- Be knowledgeable of clearance guidelines and perform work to contract requirements.
- Provide NIPSCO's Customers with brochures and explain the need for tree trimming when appropriate.
- To ensure these proper communications are made, all Forepersons will be supplied with a smartphone with voicemail. The device shall also be loaded with all appropriate NIPSCO assigned apps. The smartphone is to be carried by the Foreperson while working and when on call status unless prior approval for outside coverage has been granted by General Foreman and the NIPSCO Area Forester.

The smartphone is to be carried by the General Foreperson at all times unless prior approval for outside coverage has been granted by the NIPSCO Area Forester.

Foreperson 3 (F3) - Has satisfied all requirements of T1 AND;

- 2 years experience in the line clearance industry.



- Be familiar with information contained within the NIPSCO Line-Clearance Contract, ANSI Z133.1 & A300 standards, Dr. Shigo's "Pruning Trees Near Electric Utility Lines, herbicide product labels and SDS sheets.
- Complete TCIA Home Study Programs 3 "*Basic Arboriculture*".
- Possess a valid Registered Technician Pesticide License or Category 6.

Foreperson 2 (F2) - Has satisfied all Requirements of F3 AND;

- Minimum of 1 year of Foreperson 3 without any recordable incidents.
- Complete TCIA Home Study Programs 1 "*Crew Leader*".
- Possess valid Pesticide Applicator's RT or Category 6 License.
- Possess valid driver's license and be qualified to operate equipment that crew typically uses.

Foreperson 1 (F1) - Has satisfied all requirements of F2 AND;

- Minimum 1 years' experience at level of Foreperson 2.
- Holds Category 6 Pesticide License.
- Possess valid Commercial Driver's License.

#### *4. General Foreperson*

General Forepersons are responsible for the smooth operation of multiple crews. They are expected to set their work schedule in such a way as to ensure maximum productivity and completeness/quality of work. To this end, their work schedule shall coincide with the assigned crews' normal work day plus any additional time to ensure all job duties listed below are met. Additionally:

- The General Foreperson may be required to perform Work outside of the normal Work schedule.
- The Contractor shall have approval from the Area Forester to use the General Foreperson for any purposes other than the assigned duties described herein.
- The General Foreperson shall be temporarily replaced during any absence. The NIPSCO Area Forester must be informed of who the temporary fill-in will be.
- To ensure these proper communications are made, the General Foreperson will be supplied with a smartphone with voicemail. The device shall also be loaded with all appropriate NIPSCO assigned apps. The smartphone is to be

carried by the General Foreperson at all times unless prior approval for outside coverage has been granted by the NIPSCO Area Forester.

- The General Foreperson is also expected to carry additional tools and equipment in their truck in order to properly supply/aid their crews. Please see section II.H.5 for the General Foreperson tool list.

The General Foreperson classification is divided into 2 categories. Both categories are expected to fulfill the basic duties for the previous Trimmer levels AND;

- Coordinate all work, crews, equipment, and other resources as necessary to ensure safety and productivity
- Assure all aspects of the Line Clearance Specification and all other NIPSCO Policies and Standards are followed/completed/kept up to date.
- Communicate with various people/groups within and outside of NIPSCO to ensure a smooth flow of Work. This may include customers, community/area government leaders, other contractors, etc.

General Foreperson 2 (GF2) - Has satisfied all requirements of F1 AND:

- Has completed at least 1 full year as an F1 without incident.
- Has received additional training through the Contractor in supervision techniques and arboricultural practices. The training materials will be made available to the Area Forester for review and approval.
- Possess a valid Commercial Driver's License with the proper endorsements needed to drive all equipment in the contractor fleet on NIPSCO property.

General Foreperson 1 (GF1) - Has satisfied all requirements of GF2 AND:

- Has successfully completed 1 year as GF2 without incident.
- Possess TCIA TCSP Credential.

## **H. TOOLS AND EQUIPMENT**

### *1. Equipment List, Codes, and Descriptions*

The following describes the equipment to be furnished by the Contractor and indicates the associated "E" code which serves to identify each type of equipment.

- E1: Squirt Boom
  - Over center aerial lift truck with 37-50' working height. Often mounted to F450-550 chassis or similar.

- E2: 55' Bucket Truck
  - Over-center aerial bucket truck with chip box. Minimum height 55' from the ground to the bottom of the bucket. Herbicide storage box and adequate storage to securely store all standard equipment shall be furnished.
  
- E3: 70' Bucket Truck
  - 2x4 over center bucket truck with a minimum 12 cubic-yard chip box. Herbicide storage box and adequate storage to securely store all standard equipment shall be furnished.
  
- E4: Bigfoot
  - 4 x 4 Off-Road 70 ft. Bucket Truck: Scissor lift, high floatation tires, 10 ton front winch, additional set of street tires, on-board air compressor & air tools, hydraulic pole saw and hydraulic tools for changing tires, and lockage weather tight storage boxes for equipment and herbicides. Included is a trailer rated and designed for transporting the high floatation tires and attachments.
  
- E5: Easement Machine
  - 55-70' aerial bucket on tracked or wheeled chassis designed for working in backyard or easement and transported on a designated trailer.
  
- E6: Manual Truck
  - Manual crew truck with chip box. Herbicide storage box and adequate storage to securely store all equipment.
  
- E7: GF Truck
  - $\frac{3}{4}$  ton full size pick-up truck with cap, automatic transmission, tool storage bins, and quipped with towing hitch. Short-bed pick-up trucks are not acceptable unless they also have an extended cab. Billing rate shall include smartphone and its associated operating costs.
  
- E8: Traffic Control
  - Light duty small pick-up truck with automatic transmission. Billing rate shall include mobile telephone and its associated operating costs.
  
- E9: Support Truck
  - $\frac{3}{4}$  ton 4 x 4 pick-up, extended/crew/club cab, 8 ft. bed with hitch, fuel supply tank and 2 lockable weather tight storage boxes for equipment or lockable cap.

- E10: Crew Truck  
Ford F150 or equivalent pick-up truck with passenger cab.
  
- E11: Heavy Duty Mower Support Truck  
Class 6 4 x 4 heavy duty truck (Ford 650/ Ram 6500/ GM 6500) or equivalent with dump bed with hitch, 10 ton winch, minimum 50 gal fuel supply tank with electric pump.
  
- E12: Log Loader  
Hydraulic grapple type loader mounted to dump truck. Freightliner chassis Model 108SD. Loader crane PALFINGER Model #110Z78 w/18' Open dump or similar
  
- E13: Skid Steer with Mulcher Attachment (Mower)  
Takeuchi Model TL250 98 hp / TL12 110 hp or equivalent with ambient hydraulic cooling package, 2700 – 3300 psi hydraulic system, auxiliary high flow hydraulic capable, equipped with tracks and enclosed cab and winch. Unit shall include the following attachments: Fecon or equivalent type cutter head with 5 ft. minimum width, grapple loader, bucket, and forks. Included is a trailer rated and designed for transporting the equipment and attachments.
  
- E14: UTV  
4x4 side by side utility vehicle. Front and rear racks, Minimum 15 to 20 gal. supply tanks, hoses, low volume foliar spray guns and mixing/measuring equipment  
Included is a trailer rated and designed for transporting the equipment and attachments.
  
- E15: Multi- Terrain Loader (Dingo)  
Toro Dingo TX525 Model or equivalent.
  
- E16: Stump Grinder- small  
Minimum 37 hp. Self- propelled. Vermeer Model SC382 or equivalent. Billing rate shall include necessary- and properly rated- transport equipment.
  
- E17: Stump Grinder- large  
Minimum 60 hp. track model. Vermeer Model SC60TX or equivalent. Included is a trailer/ truck rated and designed for transporting the equipment and attachments.
  
- E18: Auto-feed Chipper- small  
Minimum. 12 in. wood diameter capacity (Vermeer BC1000) or equivalent. Chipper shall have the ability to field-chip without detaching chipper from truck or jack-knifing the chipper.

- E19: Auto-feed Chipper- large  
Minimum. 18 in. wood diameter capacity (Vermeer BC1800) or equivalent. Chipper shall have the ability to field-chip without detaching chipper from truck or jack-knifing the chipper.
- E20: Barko / Large Mower  
Industrial wheeled tractor/Site Prep Machine with mulcher head (Barko 930 B w/ Fecon Bull Hog or Equivalent): Machine should meet or exceed the features/capabilities of the Barko 930B w/ Fecon Bull Hog hydraulically driven mulching attachment with push bar type cutter head, 8-10' cut width designed and specified for the power unit. Min. 20 ton winch equipped.
- E21: Mechanical Side Trimmer  
Jarraff, Kershaw Skytrim or Equivalent, 4 x 4 carrier, high flotation tires or tracks, minimum 10 ton winch. Included is a tractor and trailer rated and designed for transporting the equipment and attachments.
- E22: Dump Trailer  
GVWR 12,000 or 14,000

## *2. General Equipment Requirements*

All tools and equipment supplied shall be the very best of the respective kinds and shall be in accordance with industry standards.

No equipment shall be permitted on the Work-site unless in good repair, fully operational, and maintained clean and neat in appearance.

Routine equipment maintenance shall not be performed during the workday. Emergency field equipment repairs shall be reported when they occur in the comment box on the daily time sheet. Time associated with such repairs shall not be billed.

All trucks shall be equipped with a permanently mounted amber strobe light(s) as an aid in traffic control. This light shall be utilized when trucks are working or parked along streets and roadways. These lights shall meet or exceed all current applicable DOT standards.

All bucket trucks shall be equipped with a sealed beam directional spot light as an aid in performing emergency Work at night. This light may be either permanently mounted on the truck in a location where it can be focused on the Work area or be portable with a magnetic mount and powered by the cigarette lighter. Support vehicles shall also carry a portable and battery powered spotlight to assist with night work

Contractor shall furnish one (1) spare chipper for each ten (10) chipper units assigned to this contract.

All trucks shall be painted in the Contractor's chosen colors with the Contractor's name and logo clearly displayed. Chippers may be painted in either contractor's colors or manufactures color and clearly display contractors name and logo.

All licensed vehicles and chippers shall be maintained in good condition. NIPSCO reserves right to remove/request retirement of vehicles in poor condition.

### 3. Crew Equipment- Storm Readiness

All trucks are expected to be well stocked at all times in order to assist with Storm/Emergency Work. The following equipment is required on all Contractor crew trucks in preparation for being called out on time and material billed emergency work.

### 4. Tree Trimming Crews' Tool List

The minimum equipment list herein is not intended to be all inclusive. Any additional tools or equipment which the Contractor feels will improve its effectiveness are welcomed, but shall be approved by NIPSCO. The contractor shall comply with ANSI Z133.1 and other applicable safety standards in the use of the equipment listed below:

	<b>Tools</b>	<b>2 Man Trimming Crew Quantity</b>	<b>3 Man Trimming Crew Quantity</b>
<b>HAND TOOLS</b>	Sledge Hammer	1	1
	Wedge	2	2
	Broom	1	1
	Rake	1	2
	Scoop Shovel	1	1
	Fiberglass Pruner and Saw (10-12') **	1	1
	Fiberglass Extension Pruner (20'') **	1	2
	Leaf Blower	1	1
<b>CLIMBING TOOLS</b>	Climbing Ropes: 1/2" x 120' *	2	3
	Saddles with lanyard *	2	3

	Hand Pruning Saws/Scabbards	2	3
	Bull Rope: 5/8" x 150' synthetic	1	1
	Hand Line: 1/2" x 120'	2	3
	Throw Line and Ball-200'	1	2
	Extension Ladder	1	1
<b>POWER EQUIPMENT</b>	Hydraulic Pole Chain Saw	1	1 (BUCKET TRUCK ONLY)
	Light Weight Trimming Saw	2	2
	Standard Heavy Duty/Ground Saw	1	2
<b>MISCELLANEOUS</b>	Rain Gear Set	2	3
	Leg Chaps w/ Saw Protection	2	3
	Heavy Duty Portable Spotlight	1	1
	Water Resistant Removable Hardhat Lights	2	3
	Tool Box with Repair Tool	1	1
<b>HERBICIDE APPLICATION EQUIPMENT</b>	Specified Herbicide-Full Containers (1 gal. min.)	1	1
	Hand Applicators: 22 oz.-1qt.	2	2

\* Aerial rescue equipment shall not be counted as part of the compliance requirement and shall be kept on the truck in a separate bag and readily available at all times.

\*\* All fiberglass pole pruners and extensions shall be Jameson JE Safe Stick Series, Fred Marvin Dielectric Series or equivalent constructed with foam cores and individual testing by the manufacturer to 100kV per foot for five minutes. All pruner heads shall have appropriate cord designed for use with the pruner head and an isolation device in the cord.

#### 5. General Foreperson's Tool List

The following identifies the equipment, which shall be on the General Foreman's vehicle at all times (Daily). The daily truck stock items are basic but not all-inclusive. Contractor is expected to add to this list based on its knowledge and records of items required to keep crews supplied on a daily basis in a manner that will allow crews to achieve maximum productivity. In addition

to daily truck stock, each General Foreman shall maintain a local inventory (Available) of items within the assigned LOA, which will allow for daily restocking of the truck. Available stock shall not be counted as Daily stock and shall be in addition to Daily stock.

In addition to the list below, General Foreperson's shall carry:

- Necessary tools and spare parts inventory to effect minor field repairs on tools and equipment.
- Additional PPE such as hard hats, ear plugs, and safety glasses.
- Additional Traffic Control Devices (TCDs) as described in the NiSource Traffic Control Policy. (See Appendix for additional information).
- Adequate supply of all paperwork required by specifications.
- Additional hand-held sealed beam portable spotlights, flashlights, and batteries.

Item	Daily	Available
Specified Herbicides: 2-2.5 Gal.	1 jug	1 case
Hand Sprayers: 22 oz.-1 qt.	1	2
Backpack Sprayer: 2.5-5 Gal.	0	2
Snatch Block	1	1
Porta-Wrap	1	1
Block and Tackle or Hand Winch	1	1
Chipper Blades	1 set	2 sets
Hydraulic Pole Chain Saw	1	1
Light Weight Trim Saw	1	1
Standard Heavy Duty Chain Saw	1	1
Large Heavy Duty Chainsaw	1	1
Replacement Bar- each Size	1	2
Replacement Chain- each size	2	4
**MAD Rated Extension Saw (Gas or Battery)	0	1

Item	Daily	Available
Sledge Hammer	1	1
Wedge	2	4
Broom	1	2
Rake	1	2
Scoop Shovel	1	2
Pole Pruners (Heads & Poles)	1 each	1
Loppers	1	1
Climbing Ropes	1	4
Saddles	1	2
Hand Pruning Saws/Scabbards	1	2
Bull Rope- 150'	1	2
Hand Line	1	2
Tool Box with Repair Tools	1	1
Extension Ladder	0	1



Gas Powered Weed Trimmer	0	1
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\*\* TM GF Trucks Only.

### *6. Age Standards*

The following Equipment Age Standard is applicable to E1- E4 and E6-E11. The age of the trucks is based on manufacturer's chassis age.

All trucks (GF, Bucket and Manual) shall maintain an average fleet age of 5 years. None shall exceed 10 years of age.

All chippers shall maintain an average fleet age of 4 years. None shall exceed 8 years of age.

The above standard is applicable to the entire fleet on the system assigned to Time and Material.

Special equipment with limited usage may be exempt from the Age Standard with NIPSCO approval.

Any equipment not meeting the described standards will be documented in writing and notice to correct made to the Contractor. Any equipment not complain with the standards and/or provisions of this contract after thirty (30) days of receiving written notice shall not be billed to NIPSCO and will be subject to Penalties.

## III. TIME AND MATERIAL (T&M) WORK

### A. TM CREW COMPOSITION

The number of crews needed for a single LOA may vary during the term of the contract. During the term of the contract, NIPSCO will assign a contractor to an LOA and will inform the assigned contractor of the number and type of crews needed for the LOA assigned to that contractor. The contractor assigned to an LOA shall, on a continual basis, maintain the number and type of crews authorized by NIPSCO for that LOA.

The typical crew types consist of the following manpower and equipment, as more fully described in the Tools and Equipment and Labor Classification Sections.

A Bucket Crew, consists of a Crew Lead, a line clearance tree trimmer/trainee, an aerial bucket truck and a trailer-mounted chipper.

A Manual Crew consists of a Crew Lead, 1 or more line clearance tree trimmer(s)/trainee, a manual crew truck with a trailer-mounted chipper.

A One Man Service Truck consisting of a Crew Lead and an aerial lift truck designed to be operated by a single individual and is typically paired with one of the above.

Normal makeup of all crews as to personnel and equipment requirements shall be designated in writing by the Area Forester.

Any temporary variation in crew personnel and equipment shall be approved by the Area Forester.

In addition to providing the necessary crews to an assigned LOA, the contractor will be expected to provide supervision and support for these crews as well. Based on the number of crews for which a contractor is responsible, NIPSCO will determine the coverage area and quantity needed of General Forepersons. These positions shall be provided with a vehicle for use in completion of the work, in accordance with the Tools and Equipment Specifications.

## B. TM CREW REPORTING

Daily crew reporting procedures concerning each crew's daily Work locations and crew makeup shall be mutually agreed upon between the Area Forester and the Contractor.

Each crew leader shall report to the Area Forester and General Foreman, as soon as possible, changes in daily Work locations, personnel injuries, accidents, property damages, and any line outages or suspected line outages the crew may have caused.

Each crew leader shall submit a weekly time sheet completed according to the instructions provided in this specification. Time sheet or acceptable Work sheet shall be kept up to date throughout the day.

## C. TM CREW WORK HOURS

The normal Work week shall be forty (40) hours. The normal Work day shall be eight (8) hours, Monday through Friday. The starting time shall be established by each LOA and reviewed by the Area Forester. All crews in a given LOA shall have the same Work day. Any variation in the normal work day or week shall be made with the area Forester in advance.

Lunch periods shall be one-half ( $\frac{1}{2}$ ) hour and must be taken on the job site. All crews must take a lunch break. Crews may not work through lunch in order to make-up time or to end the day early.

Paid holidays observed by the contractor which are also observed by NIPSCO shall be taken on the same day NIPSCO observes that holiday. Crews shall not report to Work on such holidays to make-up time or for any purpose other than emergency call-outs.

When weather conditions become so inclement that crews cannot perform their duties safely or effectively, they shall request permission from the General Foreman to end their Workday. The General Foreman shall notify the Forester before crews are released.

Time lost during the normal week due to inclement weather and downtime may be made-up by extending the normal Work day not to exceed ten (10) hours, and/or extending the normal Work week to include Saturdays, but not Sundays or NIPSCO observed Holidays. Saturday Work must be a minimum of four (4) hours or more of make-up time. All hours Worked as make-up time shall be at straight-time rates. The decision to work make-up time rests with the General Foreman. Any variation in crew personnel must be approved by the Forester. The General Foreman shall have approval of the Forester in advance of any make-up time being worked.

Working extra hours in advance of downtime or inclement weather (banking time) is specifically prohibited.

Personnel assigned to the Time and Material crews shall be available when emergencies or other situations arise that need tree crews outside normal work hours. It is the responsibility of the assigned contractor for the given LOA to provide a crew that will be available at all times. **It is expected that crews will be available by phone during times of inclement weather.** Crewing shall be structured to have a crew report to the LOA within 60 minutes of receiving a request for crews outside the normal work hours. When the contractor has exhausted the available resources they shall notify the Forester and a crew will be assigned from other sources to provide coverage.

#### D. SCHEDULE OF TM WORK

The Work will be formed based on the following schedule:

- Begin the Work no sooner than January 1st of the first year of the contract.
- Complete the Work no later than December 31st of the last year of the contract.

#### E. TM BILLING PROCEDURES

NIPSCO shall not be billed when Contractor employees are not performing Work, such as when they are attending outside conferences, seminars or obtaining licenses and certifications, unless approved by NIPSCO Forestry Leader(s).

##### *1. TM General Foreperson Billing*

NIPSCO shall not be billed for General Foreman's time spent preparing paperwork (except for paperwork that is required by these specifications), or any other administrative duties, travel, or meetings required by the Contractor pertaining to the operation of its business. Fixed price maintenance work activities are not allowed to be billed under this heading.

The Contractor may bill NIPSCO at overtime billing rates as specified in the Contractor's proposal for authorized Work done by the General Foreman which is outside of the normal Work day, Monday through Friday, is on a Contractor paid Holiday or a Sunday and for Saturday Work in excess of the normal forty (40) hour Work week. A list of billing codes specific to a GF's billable work may be found in the Appendix.

##### *2. TM Crew Billing*

#### Report Time

Up to two (2) hours billing at regular time rates will be accepted for crew members who report to Work at their scheduled starting time and cannot Work due to inclement weather, subject to the crew leader reporting in to the General Foreman at the scheduled starting time and at the end of the two (2) hours. Billable Report Time applies only to inclement weather situations and only during the first two (2) hours of the normal Work day, Monday through Friday, with at least two (2) crew members present. Crew members shall remain at the Work headquarters. No billing will be accepted by NIPSCO for equipment during this time. It is to be understood that should weather conditions improve at any time within this two (2) hour period, crews are expected to report in to the LOA & General Foreman and go to work.

#### Call-Out:

NIPSCO will accept a minimum of two (2) hours of billing for any Contractor employees (General Foremen, Roving Foremen, crew members, etc.) called-out from home to perform Work in an authorized emergency outside of the normal Work day, Monday through Friday, or on a Contractor paid Holiday and for Saturday and Sunday Work in excess of the normal forty (40) hour Work week.

#### Overtime:

*Time and a Half* billing rates shall be paid for authorized Work outside of the normal Work day, Monday through Friday, and for work on Saturday or a recognized Holiday in excess of the normal forty (40) hour Work week. *Double time* billing rates shall be paid for authorized Work on Sundays.

#### Meal Compensation:

NIPSCO will reimburse Contractor for payments made to its employees who Work authorized emergency-related overtime for the costs of meals incurred by Contractor's employees during such overtime up to a maximum of three dollars (\$3.00) per hour for each hour of overtime Work. Also, when authorized emergency Work continues uninterrupted from overtime into regular time, NIPSCO will reimburse Contractor for payments made to its employees for the costs of meals at the same rate for regular time Work. No other reimbursement shall be made for meals. For billing purposes, meal costs incurred by Contractor's employees shall be listed as billable expenses on the weekly time sheet.

#### Meal Breaks:

Contract employees who work authorized storm-related overtime will be allowed up to one (1) hour, including travel time, to eat on their own time after each consecutive six (6) hours of work, or if the work is an extension of the normal work day, two (2) hours after their scheduled quitting time provided that at least two (2) additional hours of work remain.

Upon the employees return to work after a meal break as defined above, the Contract employees will be allowed up to one (1) hour, including travel time, to eat on their own time after each six (6) hours of additional overtime.

There will be no billing for labor, trucks, chippers, or other equipment during such meal breaks. Employees returning from meal breaks will continue at applicable rates upon arrival at the work site.

### *3. Herbicide Billing*

All herbicides shall be billed at the current distributor's pre- tax cost, plus 15%. Fifteen- percent markup includes shipping and handling to the General Foreman and the cost of any required adjuvants. This shall be a firm price per year. Invoice verification of distributor's cost shall be submitted annually.

### *4. Equipment Billing*

Approved equipment at the Work-site and in working condition shall be billed on the crew-hour basis. Hours required for the contractor's inspection programs, maintenance, and/or emergency field repairs, or equipment replacement during the normal Workday shall not be billed.

Billing will not be accepted for chippers on overtime Storm Work unless specifically directed by NIPSCO.

## F. REIMBURSEMENT FOR TM WORK AND PRICING

Reimbursement by NIPSCO for the Work performed will be on a time and material basis in accordance with the final agreed to billing rates as stated in the awarded Contractor(s) pricing proposal. After the first year of the contract term, NIPSCO shall provide the appropriate cost sheets for the annual review of the labor rates to each awarded Contractor(s). The awarded Contractor(s) agrees that, in any situation where the Work shall continue at NIPSCO's discretion at the then effective billing rates until new billing rates are approved or Work is terminated.

Contractor pricing shall be submitted on the Pricing Proposal Sheets attached to this specification. The labor pricing bid will be firm for the first calendar year and will be subject to adjustment as stated in the above paragraph for the remaining years of the contract. The equipment unit prices are to remain firm throughout the life of the contract except for any changes required by the equipment fuel cost adjustment clause in this Specification. Any new equipment not covered under the current agreement added during the term of the contract will be negotiated with the Forester prior to billing.

## G. TM EQUIPMENT FUEL COST ADJUSTMENT

Equipment billing rates are to be based on an initial index price based on the last quarter of the previous contract. The index price used reflects the average cost of a gallon of regular conventional retail gasoline for the Midwest reported by the U.S. Energy Information Administration ([www.eia.gov/petroleum/gasdiesel](http://www.eia.gov/petroleum/gasdiesel)).

Adjustments, up or down, to the equipment billing rates originally bid will be made on a quarterly calendar basis if applicable. An adjustment to the equipment rates will take effect whenever the fuel index changes by more than \$0.10 from the base or from the last quarterly rate adjustment, whichever is applicable. The index change is determined by averaging the three monthly surveys taken during the calendar quarter and comparing that average to the existing base index. Revised equipment billing rates will take effect when the index change is greater than the \$0.10 threshold. Rounding of the index to the closest \$0.05 will govern any changes.

The revised equipment billing rates will be effective on the first weekly billing period following the end of the calendar quarter used for index calculation purposes. For example, should the index during the first calendar quarter of 2022 indicate equipment billing rate revisions, the revised rates would become effective April 3<sup>rd</sup>, 2022. NIPSCO will advise the Contractor in writing on a quarterly basis the amount of the revision, if any, by equipment code.

Equipment billing rate adjustments will be based upon consumption factors appropriate for each equipment type. The following table details the consumption factors, which will be used to calculate the base billing revisions.

\*See attachment with Fuel Consumption rates

The Fuel Cost Adjustment shall apply regardless of the type of fuel consumed by the vehicle or type of equipment used.

#### H. TM TRUCK ROAD AND GPS TRACKING

Bucket, manual, and supervisor trucks permanently assigned to Time and Material crewing shall be equipped with a NIPSCO radio system. Radios are the property of NIPSCO and shall be installed at NIPSCO's expense. If questions arise as to whether or not a specific piece of equipment needs a radio, the Area Forester shall make such determination. The Contractor shall be responsible for lost, stolen or damaged radios.

Bucket and manual trucks permanently assigned to Time and Material shall be outfitted with GPS or other approved tracking system and have the information shared with NIPSCO Forestry personnel.

## IV. UNIT WORK

### A. OVERVIEW OF UNIT WORK

A list of work units will be provided by NIPSCO along with circuit maps. The maps show primary voltages lines only. All brush and tree removals will be marked in the field with paint or otherwise indicated on the Work Manifest. The Contractor awarded the Work will receive a manifest of the work locations and the description of the work to be performed.

### B. UNIT WORK TYPE DESCRIPTIONS

The following describes the unit work activities to be furnished by the Contractor and indicates the associated activity code used to identify each type of work unit.

Unit Code	Unit Work Type	Description of Work Activities
30	Service Trim	Services trimmed to provide line clearance per NIPSCO Specifications. Clean-up of yards and paved areas via raking and sweeping, removal and chipping of brush is typically required
31A	Single Phase Trim- Roadside	Trees (greater than 6 in. dbh) trimmed to provide line clearance per NIPSCO Specifications. Clean-up of yards and paved areas via raking and sweeping, removal and chipping of brush and hauling of wood is typically required
31B	Single Phase Trim- Easement	
32A	Three (Two) Phase Trim - Roadside	Trees (greater than 6 in. dbh) trimmed to provide line clearance per NIPSCO Specifications. Clean-up of yards and paved areas via raking and sweeping, removal and chipping of brush and hauling of wood is typically required
32B	Three (Two) Phase Trim - Easement	
33A	69/34 Sub – T Trim - Roadside	Trees (greater than 6 in. dbh) trimmed to provide line clearance per NIPSCO Specifications. Clean-up of yards and paved areas via raking and sweeping, removal and chipping of brush and hauling of wood is typically required
33B	69/34 Sub – T Trim - Easement	
41 A	Roadside Removal: 6-12" DBH	Trees growing in maintained or developed landscapes or unmaintained road ROW that are cut
42 A	Roadside Removal: 13- 18" DBH	



43 A	Roadside Removal: 19-24" DBH	down to provide line clearance per NIPSCO Specifications. Clean-up of yards and paved areas via raking and sweeping, removal and chipping of brush and hauling of wood is typically required. Stump treatment with herbicide is also included in this work type.
44 A	Roadside Removal: 25-30" DBH	
45 A	Roadside Removal: 31- 36" DBH	
46 A	Roadside Removal: >37" DBH	
41 B	Easement Removal:6-12" DBH	
42 B	Easement Removal: 13-18" DBH	
43 B	Easement Removal: 19-24" DBH	Trees growing outside of yard areas that are cut down to provide line clearance per NIPSCO Specifications. Mowing, mulching or chipping of slash is typically required. Larger trunks and logs are typically de-limbed and windrowed along the edges of the ROW. Stump treatment with herbicide is also included in this work type.
44 B	Easement Removal: 25-30" DBH	
45 B	Easement Removal: 31-36" DBH	
46 B	Easement Removal: >37" DBH	
32A	Brush (trims) Roadside	
32B	Brush (trims) Easement	
48A	Brush (removals) Roadside	Brush (less than 6 in. dbh) trimmed to provide line clearance per NIPSCO Specifications. Clean-up of yards and paved areas via raking and sweeping, removal and chipping of brush and hauling of wood is typically required. 1 brush unit= 10'x50' plot.
48B	Brush (removals) Easement	
35A	Remove Hazard Lead- Roadside	Leads greater than 18" diameter showing dieback, disease, or defects will be strategically reduced in order to protect integrity of NIPSCO facilities. All wood is to be left- unprocessed- on site.
35B	Remove Hazard Lead- Easement	
50A	Safe Zone- Roadside	Trees showing crown death, disease, and or defects will be strategically reduced in order to protect integrity of NIPSCO facilities. All wood is to be left-unprocessed- on site.
50B	Safe Zone- Easement	

### C. UNIT WORK CREW REPORTING

The Contractor shall review with the Forester the method and frequency of reporting crew locations during the Work.

The Contractor shall report as soon as possible to the LOA and the Area Forester any injuries, accidents, property damage and any line outages or suspected line outages that result from the Work.

#### D. UNIT WORK CREW HOURS

Except for NIPSCO approved emergency call-outs, Work shall be limited to the daylight hours between sunrise and sunset but no earlier than 7:00 am and no later than 7:00 pm so as not to create a nuisance to property owners near the Work area. Normal work week shall be Monday through Friday. Individual customer objections to Saturday work shall be honored.

#### E. SCHEDULE FOR UNIT WORK

Work will be performed based on the following schedule:

Begin the Work no sooner than the day indicated on the award letter.

Complete the Work no later than the completion date indicated on the award letter. Each individual packet within the package will have a completion date that will be given at the time of the award.

#### F. UNIT PRICE BILLING AND REIMBURSEMENT

Contractor invoices for unit price Work shall be paid by NIPSCO in accordance with the following procedure:

- a.) After the Contractor has certified a circuit complete and meeting the requirements and terms of this Specification, an invoice in the amount shown on the contractor's quote sheet shall be submitted to NIPSCO.
- b.) NIPSCO or NIPSCO's representative shall inspect the Work for completeness and compliance to this Specification.
- c.) Should NIPSCO not accept the Work after the inspection, NIPSCO shall provide documentation to the Contractor identifying Work to be corrected.
- d.) After correcting the identified Work, the Contractor shall notify NIPSCO.
- e.) NIPSCO or NIPSCO's representative shall re-inspect the corrected Work.

Upon final acceptance of the Work by NIPSCO, Reimbursement by NIPSCO for Unit Work will be at the unit prices stated in the awarded Contractor(s) pricing proposal less any applicable penalties as provided for in this Specification. NIPSCO will pay invoices upon circuit completion and inspection by NIPSCO or an authorized agent for compliance with this specification.

## **V. FIXED PRICE (BID/LUMP SUM) WORK**

### **A. OVERVIEW OF FIXED PRICE WORK**

NIPSCO will organize circuits into bid packages and will award the Work by bid package.

A list of brush and tree removals required by NIPSCO as part of the Work will be provided to the contractor along with NIPSCO circuit maps. These maps show primary voltage lines only. Secondary and service lines, although not shown on the maps, are nonetheless part of the Work and shall be trimmed in accordance with this Specification. All brush and tree removals have been marked in the field with paint with the exception that in large brush areas, only the beginning and ending points of the brush area may be marked. The Contractor(s) awarded the Work may receive a copy of the original property owner acknowledgement authorizing the removal Work or a manifest of the work locations and description of the work to be performed.

### **B. FIXED PRICE CREW REPORTING**

The Contractor shall review with the Forester the method and frequency of reporting crew locations during the Work.

The Contractor shall report as soon as possible to the LOA and the Area Forester any injuries, accidents, property damage and any line outages or suspected line outages that result from the Work.

### **C. FIXED PRICE CREW HOURS**

Except for NIPSCO approved emergency call-outs, Work shall be limited to the daylight hours between sunrise and sunset but no earlier than 7:00 am and no later than 7:00 pm so as not to create a nuisance to property owners near the Work area. Normal work week shall be Monday through Friday. Individual customer objections to Saturday work shall be honored.

### **D. SCHEDULE FOR FIXED PRICE WORK**

The Work will be formed based on the following schedule:

- Begin the Work no sooner than the day indicated on the award letter.

- Complete the Work no later than the completion date indicated on the award letter.

#### E. FIXED PRICE GENERAL BILLING AND REIMBURSEMENT

Contractor invoices for fixed price Work shall be paid by NIPSCO in accordance with the following procedure:

- a.) After the Contractor has certified a circuit complete and meeting the requirements and terms of this Specification, an invoice in the amount shown on the contractor's quote sheet shall be submitted to NIPSCO.
- b.) NIPSCO or NIPSCO's representative shall inspect the Work for completeness and compliance to this Specification.
- c.) Should NIPSCO not accept the Work after the inspection, NIPSCO shall provide documentation to the Contractor identifying Work to be corrected.
- d.) After correcting the identified Work, the Contractor shall notify NIPSCO.
- e.) NIPSCO or NIPSCO's representative shall re-inspect the corrected Work.

Upon final acceptance of the Work by NIPSCO , reimbursement by NIPSCO for fixed price circuit Work will be a lump sum payment as stated in the awarded Contractor(s) pricing proposal less any applicable penalties as provided for in this Specification. NIPSCO will pay invoices at the time each circuit has been completed and inspected by NIPSCO or authorized agent for compliance with this Specification.

Contractor pricing shall be submitted through the current NIPSCO approved system.