



INVITATION FOR BIDS (“IFB”) NO. IFB-00088

FOR

ON-CALL VEGETATION MANAGEMENT SERVICES

THE PAYMENT OF PREVAILING WAGES IS REQUIRED

BIDS DUE: July 14, 2026 before 11:00 am

CITY OF MODESTO CONTACT:	Mark Bolden, Buyer
E-MAIL ADDRESS:	mbolden@modestogov.com



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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Modesto, County of Stanislaus, State of California (“City”), will receive electronic sealed Bids (each, a “Bid”) from qualified Bidders (each, a “Bidder”) for the furnishing of On-Call Vegetation Management Services equipment, materials, supplies and/or related services (the “Services”) for the City of Modesto, Engineering Services Department, Parks Planning & Development Division.

All equipment, materials, and supplies shall be furnished F.O.B. City of Modesto (delivery charges borne by Bidder, included in the Services pricing herein, and not separately charged to the City). Bidders are highly recommended to download all IFB documents from the City’s OpenGov Procurement portal at <https://procurement.opengov.com/portal/modestogov>; such IFB documents shall include all specifications necessary for Bidders to submit a responsive Bid.

Each Bid shall be submitted electronically through the City's OpenGov Procurement portal prior to **11:00 am on Tuesday, July 14, 2026**, after which time Bids will be opened, read and recorded. The opening of bids will not be physically open to the public but may be viewed simultaneously via video conferencing in the manner provided for herein. All Bids shall be available for review following City Council award approval at the Purchasing Division, 1010 Tenth Street, 5th Floor, Suite 5300, Modesto, CA 95354.

Bids will be received only in the manner stated above, **and prior to the time indicated**. Any Bid received at or after said time and/or date, or in a manner other than stated above cannot be considered.

Bids received in any other format will not be accepted. The City of Modesto assumes no responsibility for delay in the upload of documents or final submittal of the Bid.



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INSTRUCTIONS TO BIDDERS

CALENDAR OF EVENTS

IFB Issued:	June 16, 2026
Questions Due via City's OpenGov Procurement portal:	July 2, 2026, 5:00pm
Addendum Issued (if required):	July 7, 2026
Bid Due Date & Time:	July 14, 2026, 11:00am
Approximate Contract Award Date:	September 2026

CITY CONTACT

All questions regarding these specifications, terms, and conditions **shall be submitted through the Question & Answer area of the City's OpenGov Procurement portal** prior to 5:00 pm on Thursday, July 2, 2026. The City will respond to questions through the OpenGov portal where answers can be found in the Question & Answer tab; however, if a response to a question elicits a change to the bid documents, an addendum will be posted through the OpenGov portal under the Addenda & Notices tab. All contact between Bidder and the City regarding the Bid process shall be through the City Contact. Attempts by the Bidder to contact other City personnel regarding this IFB and associated process may result in disqualification of the Bidder. Notwithstanding the foregoing, information intentionally or unintentionally provided by any person other than the City Contact may not be correct and will not be binding upon the City.

BIDDER FAMILIARITY WITH SERVICE CONDITIONS

It is the responsibility of each Bidder to become familiar with all of the specifications, terms and conditions and the site conditions (if applicable). The Bidder agrees to and acknowledges all IFB specifications, terms, and conditions and indicates the ability to perform by submission of a Bid. By the submission of a Bid, the Bidder certifies that if awarded a contract it will make no claim against the City based upon ignorance of conditions or misunderstanding of the specifications.

CALIFORNIA LABOR CODE SECTION 1771.1(A)

The California Labor Code states that, "A contractor or subcontractor shall not be qualified to Bid on, be listed in a Bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a Bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to



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perform public work pursuant to Section 1725.5 at the time the contract is awarded.” This IFB is subject to the registration requirement set forth above.

PRECEDENCE

Bidder agrees that any agreement resulting from City’s acceptance of its Bid, together with the terms in any City purchase order and associated specifications provided by the City to Bidder therewith, shall comprise the entire agreement between City and Bidder. Moreover, Bidder agrees that any additional or contrary terms contained in Bidder’s acknowledgement of, shall be null and void.

SUBMITTAL OF NO BID

If you are not submitting a Bid, you have the option to submit "No Bid" and state the reason you are not submitting a bid for this particular IFB.



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VIRTUAL BID OPENING

The City of Modesto will be broadcasting Bid openings live electronically via Microsoft Teams at 11:00 am (Pacific Time) on Tuesday, July 14, 2026. The City Clerk Record of Proposal document should be available on the City's OpenGov Procurement portal by the end of the same day.

The public Bid opening for this Invitation for Bids will be available using the URL link provided below. By submitting your Bid for the above-stated IFB you acknowledge, understand, and agree to this modified Bid opening procedure.

URL: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTI0YzBiMDMtNDQ0Yi00YjNlWlWZjYtYzg4ZDVjMDdkM2Mz%40thread.v2/0?context=%7b%22Tid%22%3a%22125ccacf-fc61-463c-9976-189f876ff90b%22%2c%22Oid%22%3a%229715c333-c997-4dd7-8984-12cd4deaa705%22%7d

Call-In#: 1 469-998-7409

Conference ID: 961 656 049#

Should you have any questions regarding this, please do not hesitate to contact Mark Bolden.



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GENERAL BID REQUIREMENTS

BID SUBMITTAL

Bidders shall submit through the City's OpenGov Procurement portal. No hard copy bids or bids submitted in any other manner as that prescribed within this IFB will be accepted.

CONFIDENTIAL BIDDER INFORMATION

It is the responsibility of the Bidders to identify information in their Bid submission that they may consider to be confidential under the California Public Records Act. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

BIDDER COSTS INCURRED IN RESPONDING TO IFB

All costs associated with the preparation and submission of a Bid shall be borne by the Bidder.

BIDDER EXCEPTIONS

All exceptions taken to this IFB, and associated specifications shall be specifically and clearly identified on Exceptions, Clarifications and Amendments form. **Failure to comply with this provision may deem the Bid as non-responsive.** Please review the Sample Agreement and make note on the Exceptions, Clarifications, and Amendments form for any changes. Exceptions taken shall not affect the overall performance and quality of equipment, materials and/or provision of Services required by the City. The Purchasing Manager or designated agent shall make the final decision regarding the acceptability of equipment, materials and/or provision of Services with exceptions.

CITY ACCEPTANCE/REJECTION OF IRREGULAR BIDS

An agreement shall be awarded to the Bidder whose Bid most closely satisfies the needs of the City and is deemed the most advantageous to the City. The City reserves the right to reject any or all Bids or to waive any informalities or minor irregularities in a Bid.

COMPLETE BID DOCUMENT

The following City of Modesto forms provided with this IFB constitute the makeup of a complete Bid document and shall **be signed wherever indicated** and be submitted to the City as required by this IFB.

Failure to furnish any of these documents or information required within such documents may result in disqualification of Proposer.

- Pricing Schedule
- Bidder Exceptions, Clarifications, Amendments (if applicable)
- Bidder Customer References
- Financial Interest Disclosure
- Support of Local Vendors (if applicable)
- Bidder Company History Statement



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- Bidder Warranty Statements
- Bidder Experience and Certifications
- Subcontractor List (if applicable)
- California Levine Act Disclosure
- Prevailing Wage Form

COMPLIANCE/NON-COMPLIANCE

If Bidder cannot comply with a specification requirement in this IFB, note on the Exception, Clarifications, Amendments form of the specification paragraph, your exception, and your recommendation. The Purchasing Manager will evaluate your recommendation. If after evaluation it is determined that the Bidder is not in compliance with the specification, the Bid may be rejected.

PROPOSED PRICING FORMAT

- The cost of labor, equipment, fuel, licenses, bonds, permits, and insurance necessary to perform the required provision of Services shall be included in Bid pricing, along with Bidder's profit margin and any other cost factors.
- Unless otherwise stated, the Bidder agrees that, in the event of a price decline, the benefit of such lower pricing shall be extended to the City.
- The City of Modesto shall not pay mileage charges or travel time from the Contractor's place of business to the job site, or from site to site, or for the Contractor's travel time to pick up materials.
- Bidder shall use the pricing schedule provided in this IFB to present Bid pricing. No other form or format shall be accepted. Bid must be submitted on the Pricing Schedule provided. No alterations may be made to the pricing schedule. Any exceptions, amendments or adjustments should be noted on the Exception, Clarification, Amendments Form.

AWARD OF BID

- The City may award one or more agreements to one or more Bidder in order to provide for backup, or in case the "primary" contractor is unable to meet the City's needs.
- The City reserves the right to decline to award any agreement if it is determined that the proposed pricing is not competitively priced based on similar agreements with public agencies within the State of California or if the bids received fail to meet the City's requirements.
- Upon notification of the Intent to Award, Contractor must provide their Business License (if applicable), W-9 and Insurance Requirements (if applicable) within ten (10) business days. For Contractors who currently do not have a Business License with the City of Modesto, please submit your business application and pay the applicable fees using the link provided. <https://modestogov.com/2379/Business-License-Applications-and-Agreem>. Submit your signed W-9 using the City's Vendor Registration



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Form. This link will be provided to the vendor(s) named in the Intent to Award letter. Additionally, all insurance requirements should be submitted through the City's PINS insurance portal. An email will be generated through the PINS system (pins@modestogov.com) with instructions on uploading insurance documents into the portal.

- The City reserves the right to select that Bid, which best suits the City's needs. In addition to price, consideration will be given to the quality and performance of the service to be purchased, and the criteria listed in Modesto Municipal Code Section 8-3.203(f). Regardless of City staff's recommendation, the City Council reserves the right to award an agreement to the Bidder that best suits the City's needs as determined by the City Council whether or not said award is consistent with City staff's recommendation for award.

SUPPORT OF LOCAL VENDORS

Should the Bidder that submits the lowest responsive Bid or and would otherwise normally qualify to receive the Bid pursuant to Sections 8-3.203 and 8-3.204 of the Modesto Municipal Code (MMC) not be a local business as defined herein, the lowest Bid or quote submitted by a local business that is within 5% of the lowest Bid, whether or not that Bidder is the second lowest Bidder, may be deemed to be the lowest Bidder if the local Bidder agrees to reduce its Bid to match the Bid or quote of the lowest Bidder in writing within five business days after notification by City Purchasing staff, provided that said local Bidder is deemed to be a responsible Bidder as determined by the Purchasing Manager. To qualify as a local Bidder, the Bidder must have a physical business location within the City of Modesto and a current City of Modesto business license.

INDEMNITY

The successful Bidder (the "Contractor") will be required to hold the City, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of the Contractor, its agents, officers, employees, and volunteers relating to or during the performance of its obligations under this Bid, except for claims arising from the willful or active negligence of the City. Contractor's obligation to defend, indemnify, and hold the city, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement for Contractor to procure and maintain a policy of insurance. With reference to the foregoing, the parties agree that all risk of loss, including but not limited to damages, property losses and defense of third-party suits, arising out of or relation to the operation of City-owned vehicles by Contractor's employees will be apportioned to Contractor in accordance with the provisions contained in indemnity.

PREVAILING WAGE

Bidder's workers must be paid no less than the prevailing wage rate as published by the State of California Department of Industrial Relations (DIR), and the successful Bidder shall maintain certified payroll. For additional information regarding Prevailing Wages, please contact the DIR at www.DIR.CA.gov or call its Labor Research and Statistics Unit, Prevailing Wage Unit at 415/703-4774. The City standards available at the following web address shall also apply to the performance of the Bid: City Standards Website: <https://www.modestogov.com/ArchiveCenter/ViewFile/Item/1120>.



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BIDDER REPRESENTATION

Bidder represents that:

- Bidder has had an opportunity to examine and has examined any and all of the documents, including specifications, any resultant contract and supporting data, and that it has, from the information contained in such documents, specifications, and data, fully acquainted itself with all conditions relevant to the work.
- Bidder has made all reasonable investigations essential to a full understanding of the difficulties which may be encountered in performing the work.
- Bidder will complete the proposed provision of Services for the compensation stated in any resultant agreement.
- Bidder assumes full and complete responsibility for all conditions relevant to the proposed provision of Services and all risks in connection therewith.
- Bidder represents that it is fully qualified to perform the proposed provision of Services in accordance with the terms of any resultant agreement within the time specified therein.

BID PROTEST AND APPEAL PROCEDURES

Bidders wishing to protest or appeal a contract award decision by the City of Modesto must follow the procedures provided in this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

Definitions

For the purposes of these procedures: "Days" means working days in which City Hall is open for business, excluding holidays and weekends.

"Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated procurements.

"Announced Decision" includes the term "Notice of Intent to Award Letter". Once the City has issued an Announced Decision, the date noted will begin the time that a Bidder may lodge a protest.

Protest Procedures

- Only a Bidder who has actually submitted a Bid is eligible to submit a protest against the City's Announced Decision.
- Subcontractors are not eligible to submit bid protests.
- A Bidder may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.



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- A written protest to an Announced Decision must be made to the City of Modesto's Director of Finance no later than ten days after the date of the Announced Decision.
- The protest shall be delivered or sent by registered mail and received by the City by the deadline, or protest will be automatically rejected. Protestors who choose to be represented by legal counsel are responsible for the associated expenses.
- The protest shall be accompanied by a certified cashier's check in the amount of \$300.00, (except for protests of Federally Funded agreements), made payable to the Clerk of the City of Modesto. Protests filed without the requisite fee will be rejected without any additional review.
- The protest filed with the Director of Finance shall:
 - a. Include the name, address, email address and business telephone number of the protestor;
 - b. Identify the protest by name, Invitation for Bid (IFB) or Request for Proposal (RFP) number, and IFB/RFP date;
 - c. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based;
 - d. Include all supporting documentation, if any. Documentation submitted after filing deadline will not be reviewed.
- Bid Protests: A Bidder shall follow, in order, the following steps:
 - a. Protest to Director of Finance: Upon receipt of a complete and timely protest, the Director of Finance shall review all the submitted materials and shall create and retain a written record of the review. The Director of Finance shall respond at least generally to each material issue raised in the protest not later than ten days after receipt of the protest. Notice of the Director of Finance's decision may be given by letter mailed through U.S. Postal Service.

All protests to the Director of Finance shall either be delivered to:

City Clerk's Office
Attn: Director of Finance
1010 Tenth St. Suite 6600
Modesto CA 95354

Or mailed to:
City Clerk's Office
Attn: Director of Finance



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PO Box 642
Modesto CA 95353

- b. Appeal to Deputy City Manager: At the protestor's discretion, the decision of the Director of Finance may be appealed in writing to the City of Modesto's Deputy City Manager(s) no later than ten days after the date of the Director of Finance's Decision. The scope of the appeal shall be limited by the issues raised in the initial protest to the Director of Finance. The Deputy City Manager shall not be permitted to review any newly raised issues. The Deputy City Manager shall review the appeal, accompanying supporting documents, if any and the written records of the protest review by the Director of Finance. A written record of the Deputy City Manager's review shall be created and maintained. The Deputy City Manager shall give notice of their decision to the protestor within ten days after receipt of appeal.

Further protest appeals shall either be delivered to:

City Clerk's Office
Attn: Deputy City Manager
1010 Tenth St. Suite 6600
Modesto CA 95354

Or mailed to:
City Clerk's Office
Attn: Deputy City Manager
PO Box 642
Modesto CA 95353

- c. Appeal to City Council: Any protestor seeking to appeal to the decision of the Deputy City Manager may appeal in writing to the City Council by filing with the City Clerk a written notice of such appeal not later than ten days after the date of the Deputy City Manager's decision. The City Clerk will calendar the protest for Council hearing and give notice of the time and place of the hearing as provided in Modesto Municipal Code Sections 1-4.01 through 1-4.05. The City Council's decision on the appeal shall be final.

All protest appeals to the City Council shall either be delivered to:

City Clerk's Office
Attn: City Council
1010 Tenth St. Suite 6600
Modesto CA 95354



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Or mailed to:
City Clerk's Office
Attn: City Council
PO Box 642
Modesto CA 95353

- d. Optional Alternative Process for Protests of Procurement Actions Exceeding \$250,000: A Bidder protesting procurements exceeding \$250,000 shall comply with the procedures contained herein, except that in lieu of appeal to the Deputy City Manager a protestor may request that the protest be heard and decided at an administrative hearing.

A written request for administrative hearing shall be accompanied by a certified or cashier's check in the amount of \$1,500, (except for protests of Federally Funded projects); The request for hearing shall include the specific grounds of the appeal.

The City of Modesto shall select and engage an impartial and qualified person to act as hearing officer in the pending protest. The protestor shall have the right to twice reject the selected hearing officer, provided that the City is notified of such rejection within three days of notice to protestor of the name of the hearing officer.

The protest shall be heard not later than twenty days after receipt of protestor's request for hearing and the selection of a hearing officer. Protests not made in a timely manner shall be deemed withdrawn, unless the City and the protestor mutually agree otherwise in writing. The protestor's failure to accept a hearing officer after the third attempt by City staff to identify an impartial hearing officer shall be deemed a withdrawal of the protest.

The costs of the hearing officer and expenses of the protest shall be borne by the protestor. The sums deposited with the request for hearing shall be credited to the costs of the hearing officer and other hearing expenses.

- e. Mandatory Alternative Process for Protests of Procurements Obtained with Federal Funds: If the protested procurement involves federal funds, the Deputy City Manager, City Council, or hearing officer shall give notice, accompanying their respective decisions, to the protestor that he or she has the right to appeal to the appropriate federal agency, for which an agency name, contact (where available) and address shall be provided by City staff. Such an appeal shall be filed with the appropriate agency within seven business days of the dispatch or rejection notices to the protestor. Federal agencies may entertain protests alleging that the City has failed to adopt written protest procedures or has failed to follow such procedures. The City Council is the highest authority of the City of Modesto, and its decisions are final. A disappointed Bidder for a



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contract involving expenditures of Federal funds shall have the right to appeal the City Council decision directly to the federal agency as described herein.



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PRICING SCHEDULE

All labor, materials, equipment, tools, fuel, licenses, bonds, insurance and other expenses necessary for Bidder to perform the required services shall be included in Bid pricing. Bid must be submitted on the below Pricing Schedule provided. No alterations should be made to the pricing schedule. Any exceptions, amendments or adjustments should be noted on the Bidder Exceptions, Clarifications, Amendments Form.

ESTIMATED ANNUAL QTY x UNIT PRICE= EXTENDED PRICE

In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner.

The payment of Prevailing Wages is required for this project.

*Direct Labor Rate cannot be less than the minimum state prevailing wage.

**Provide a copy of the current Fringe Benefit Statement. During the term of the agreement, ensure the City has a copy of the current, applicable statement on file.

Line Item	Description	Estimated Quantity	Unit of Measure	Unit Cost	Total
1	Hourly Rate Tree Trimming Person, Climber	300	HOUR		
2	Hourly Rate Tree Trimming, Ground Person	300	HOUR		
3	Hourly Rate General	600	HOUR		
4	Hourly Rate Herbicide/Pesticide Application	10	HOUR		
5	Hourly Rate Equipment Operator	100	HOUR		
6	Hourly Rate Wood Chipping	80	HOUR		
7	Hourly Rate Off-Haul Disposal	200	HOUR		
8	Hourly Rate Brush Grinding (height < 72")	16	HOUR		
9	Hourly Rate Brush Grinding (height > 72")	16	HOUR		



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Line Item	Description	Estimated Quantity	Unit of Measure	Unit Cost	Total
10	Chain Link Fencing Temporary Tree Protection Installed	200	LF		
11	Snow Fencing with T-Stakes Temporary Tree Protection Installed	200	LF		
12	Field Mowing (>1 acres per occurrence)	5	ACRE		
13	Field Discing (>1 acres per occurrence)	5	ACRE		
14	Green Waste 30-Yard Bin, w/Off-Haul Disposal	6	EA		
15	Arborist Evaluation (1) Single Tree	3	EA		
16	Arborist Evaluation (5-9) Total Trees	5	EA		
17	Arborist Evaluation (10-19) Total Trees	10	EA		
18	Arborist Evaluation (20+) Total Trees	20	EA		
19	Emergency Response Service - Fixed Rate	3	EA		
TOTAL					



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BID SUBMITTAL

Bidder's submission should include all City of Modesto forms as provided. If any form is not applicable, Bidder should write or type "Not Applicable" on it but still include the form in your submission. Before submitting the forms, make sure to review the forms to avoid submitting duplicate forms.

ACKNOWLEDGEMENTS

IFB ACKNOWLEDGEMENT*

The Bidder submitting acknowledges receipt of the referenced IFB and/or Addenda and offers and agrees to provide the articles and/or services specified on behalf of the Bidder indicated in Bidder's Bid Forms provided by the City, attached hereto and made a part hereof, this includes any forms for the pricing proposed on the Pricing Schedule.

By checking the "please confirm" box below, you acknowledge the above statement.

☐ Please confirm

*Response required

PREPARATION OF BIDS*

Bidder acknowledges that they have quoted price as specified in Bid. No alterations or changes of any kind shall be permitted to the Pricing Schedule as provided. Responses that do not comply shall be subject to rejection in total.

By checking the "please confirm" box below, you acknowledge the above statement.

☐ Please confirm

*Response required

TAXES AND FREIGHT CHARGES*

Bidder acknowledges that:

- A. Unless otherwise required and specified in the IFB, the prices quoted herein do not include Sales, Use or other taxes.
- B. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by City, will be paid by the City unless expressly included and itemized in the Bid.
- C. Amount paid for transportation of property to the City is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping paper shows the consignee as one (1) of the City; as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
- D. Articles sold to the City are exempt from certain Federal excise taxes. The City will furnish an exemption certificate.



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By checking the "please confirm" box below, you acknowledge the above statement.

☐ Please confirm

*Response required

AWARD*

Bidder Acknowledges that:

- A. Unless otherwise specified by the Bidder or the IFB gives notice of an all-or-none award, the City may accept any item or group of items of any Bid.
- B. Bids are subject to acceptance by the City at any time within 45 days of opening, unless otherwise specified in the IFB. A Bidder shall not change its bid if accepted within such time.
- C. A valid, agreement based on the sample agreement attached to the IFB and the submitted bid shall be provided, or otherwise furnished, to the successful Bidder within the time for acceptance specified, and such agreement shall be a binding agreement without further action by either party. The agreement shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

By checking the "please confirm" box below, you acknowledge the above statement.

☐ Please confirm

*Response required

PATENT INDEMNITY*

Bidder Acknowledges:

Bidders who do business with the City shall hold the City, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or un-patented invention, article or appliance furnished or used in connection with the contract or purchase order.

By checking the "please confirm" box below, you acknowledge the above statement.

☐ Please confirm

*Response required

SAMPLES*

Bidder Acknowledges:

Samples of items, when required, shall be furnished free of expense to the City and if not destroyed by test may upon request (made when the sample is furnished), be returned at the Bidder's expense.

By checking the "please confirm" box below, you acknowledge the above statement.



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☐ Please confirm

*Response required

RIGHTS AND REMEDIES OF CITY FOR DEFAULT*

Bidder Acknowledges:

- A. In the event any item furnished by the Bidder in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by the Bidder with its Bid, the City may reject the same, and it shall thereupon become the duty of the Bidder to reclaim and remove the same forthwith, without expense to the City, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Bidder fail, neglect or refuse to do so, the City shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items. City may deduct from any moneys due or that may there after come due to Bidder, or send an invoice to the Bidder which shall be paid within thirty (30) days, the difference between the prices named in the contract or purchase order and the actual cost thereof to the City. In the event that the Bidder fails to make prompt delivery as specified for any item, the same conditions as to the rights of the City to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.
- B. Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the Bidder.
- C. The rights and remedies of the City provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

By checking the "please confirm" box below, you acknowledge the above statement.

☐ Please confirm

*Response required

PAYMENT TERMS AND METHODS*

BIDDER IS ABLE TO CHOOSE FROM EITHER OF THE FOLLOWING PAYMENT METHODS AND ASSOCIATED TIMINGS:

Option A (Preferred): City of Modesto ePay Payment:

This secure payment methodology is preferred by an increasing number of the City's suppliers. On Net 30 day timing, you will receive a single-use Master Card number with a detailed remittance for each payment. You will process the payment through your POS/Card terminal. The payment remittance will be sent from InControl@mastercard.com via email and will contain the following information:

- 16-digit credit card number



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- Expiration date
- Security code
- Total dollar amount of invoices to be paid
- Invoices reference numbers and corresponding amounts

ePay results in small percentage rebate of 1.0% to the City through the card issuer. That rebate amount will be considered by the City in its evaluation of Bidder's pricing proposal hereunder. Information about enrolling in MasterCard ePay program can be obtained from the City's contact listed on the Cover Page of this IFB.

Option B – Manual Check:

On Net 45 Day timing, the City will mail a hardcopy check to Bidder. The payment will be deemed to have been made when the check envelope is mailed via US Postal Service First Class Mail. The timing of the mailing will be at the end of the Net 45 Day period. Additional time should be estimated by the Bidder for the check to be in transit, and to await deposit and clearance by Bidder staff.

☐ Option A - ePay (Preferred)

☐ Option B - Manual Check

*Response required

DID YOU CHOOSE THE PAYMENT TERM - OPTION A - EPAY?*

☐ Yes

☐ No

*Response required

When equals "Yes"

PLEASE ENTER THE PREFERRED EMAIL ADDRESS TO SET UP EPAY.*

*Response required

CALIFORNIA GOVERNMENT CODE SECTION 4552*

Bidder Acknowledges:

In submitting a Bid to the City, the Bidder offers and agrees that if the Bid is accepted, it will assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Services, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid. Such assignment shall be made and become effective at the time the purchasing body tender's final payment to the Bidder.

By checking the "please confirm" box below, you acknowledge the above statement.

☐ Please confirm



INVITATION FOR BIDS # IFB-00088
ON-CALL VEGETATION MANAGEMENT SERVICES

*Response required

NO GUARANTEE OR WARRANTY*

Bidder Acknowledges that:

The City makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded under a contract or purchase order resulting from this Bid.

By checking the "please confirm" box below, you acknowledge the above statement.

☐ Please confirm

*Response required

MINOR IRREGULARITIES*

Bidder Acknowledges that:

The City reserves the right, in its sole discretion, to waive any informalities or minor irregularities in a Bid.

By checking the "please confirm" box below, you acknowledge the above statement.

☐ Please confirm

*Response required

BIDDER COMPANY INFORMATION

BIDDER COMPANY FULL LEGAL NAME*

Please provide the full legal name of the Bidder Company on this bid submittal. It may already be provided elsewhere, but please provide here to confirm.

*Response required

BIDDER COMPANY MARKETPLACE (OR DBA) NAME*

Please provide the Company Marketplace Name or DBA (if applicable). It may already be provided elsewhere, but please provide here to confirm.

NOTE: If the company is not operating under an additional name or a dba, then you may state "N/A" here.

*Response required

TYPE OF LEGAL ENTITY*

Is the Bidder Company a Corporation, Limited Liability Company, Partnership, or Sole Proprietorship?

If the Bidder Company is something other than one of the above options, please answer "No" here and you will be asked to provide more information after this question.



INVITATION FOR BIDS # IFB-00088
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☐ Yes

☐ No

*Response required

When equals "Yes"

TYPE OF LEGAL ENTITY - SELECT*

Please select which of the following legal entity options under which the Bidder Company operates.

☐ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietorship

*Response required

When equals "Yes"

LEGAL ENTITY STATE OF REGISTRATION*

In which State is the Bidder Company registered?

*Response required

When equals "No"

TYPE OF LEGAL ENTITY - OTHER*

You have indicated that the Bidder Company does not operate as a Corporation, a Limited Liability Company, a Partnership, or as a Sole Proprietorship. Please explain and be sure to note which State the Bidder Company is registered/established.

*Response required

BIDDER COMPANY HEADQUARTERS ADDRESS*

Please provide the full street address for the headquarters of the Bidder Company. Be sure to include the following:

- Full Street Address
- City
- State
- Country
- Postal Code

*Response required



**INVITATION FOR BIDS # IFB-00088
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BIDDER COMPANY WEBSITE ADDRESS*

Please provide the full company website address for the Bidder Company.

*Response required

CONTACT PERSON DETAILS*

Please provide the following information for the Contact person for this bid:

- Name
- Title
- Phone (Office)
- Phone (Mobile)
- Mailing Address (Street Address, City, State, Postal Code)
- Fax Number
- Email

*Response required

FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN)*

Please provide the Bidder Company's Federal Taxpayer Identification Number here.

*Response required

DUNS & BRADSTREET (DUNS) NUMBER

Please provide the Bidder Company's Duns & Bradstreet (DUNS) Number here.

BIDDER OFFICER NAMES AND TITLES*

Please provide the Names and Titles of the Top Three Bidder Officers in the following manner:

- Full Name, Full Title
- Full Name, Full Title
- Full Name, Full Title

*Response required

YEARS IN BUSINESS*

For how long has the Bidder Company been in business? Please indicate in number of years.

*Response required

CLOSEST BIDDER OFFICE*

Please provide the address for the Bidder Office closest to the City of Modesto. Please be sure to provide:



**INVITATION FOR BIDS # IFB-00088
ON-CALL VEGETATION MANAGEMENT SERVICES**

- Full Street Address
- City
- State
- Country
- Postal Code

*Response required

CITY OF MODESTO BUSINESS LICENSE*

Does the Bidder Company currently possess a valid City of Modesto Business License?

NOTE: An answer of "No", does not exclude the bid from potential award as it is not required until the contract begins.

☐ Yes

☐ No

*Response required

When equals "Yes"

CITY OF MODESTO BUSINESS LICENSE NUMBER*

You have indicated that the Bidder Company already possesses a City of Modesto Business License, please provide the business license number here.

*Response required

STATE OF CALIFORNIA CONTRACTOR LICENSE NUMBER*

Please provide your State of California Contractor License Number (if available).

*Response required

CONTRACTOR LICENSE EXPIRATION DATE*

Please enter the current expiration date of your State of California Contractor's License (if available).

*Response required

DIR REGISTRATION NUMBER*

Please provide your State of California Department of Industrial Relations (DIR) Registration Number (if available).

*Response required



INVITATION FOR BIDS # IFB-00088 ON-CALL VEGETATION MANAGEMENT SERVICES

DIR REGISTRATION EXPIRATION DATE*

Please enter the current expiration date of your Department of Industrial Relations (DIR) Registration Number.

*Response required

CITY FORMS

BIDDER EXCEPTIONS, CLARIFICATIONS, AMENDMENTS*

Does the Bidder have any exceptions, clarifications, or amendments to this IFB, sample agreement, or its associated specifications?

☐ Yes

☐ No

*Response required

When equals "Yes"

BIDDER EXCEPTIONS, CLARIFICATIONS, AMENDMENTS*

Please download the below documents, complete, and upload.

- [Bidder_Exceptions,_Clarific...](#)

*Response required

BIDDER CUSTOMER REFERENCES*

Please download the below documents, complete, and upload.

- [Bidder_Customer_References.pdf](#)

*Response required

FINANCIAL INTEREST DISCLOSURE*

Please download the below documents, complete, and upload.

- [Financial_Interest_Disclosu...](#)

*Response required

LOCAL VENDOR?*

Is the Bidder a local vendor as defined by the following requirement?

To qualify as a local Bidder, the Bidder must have a physical business location within the City of Modesto and a current City of Modesto business license.

☐ Yes

☐ No



**INVITATION FOR BIDS # IFB-00088
ON-CALL VEGETATION MANAGEMENT SERVICES**

*Response required

When equals "Yes"

SUPPORT OF LOCAL VENDORS*

Please download the below documents, complete, and upload.

- [Support of Local Vendors.pdf](#)

*Response required

BIDDER COMPANY HISTORY STATEMENT*

Please download the below documents, complete, and upload.

- [Bidder Company History Stat...](#)

*Response required

BIDDER WARRANTY STATEMENTS*

Please download the below documents, complete, and upload.

- [Bidder Warranty Statements.pdf](#)

*Response required

BIDDER EXPERIENCE AND CERTIFICATIONS*

Please download the below documents, complete, and upload.

- [Bidder Experience and Certi...](#)

*Response required

SUBCONTRACTORS?*

Will the Bidder be using subcontractors for any purpose to perform services noted in this IFB?

☐ Yes

☐ No

*Response required

When equals "Yes"

SUBCONTRACTOR LIST*

Please download the below documents, complete, and upload.

- [Subcontractor_List_IFB.pdf](#)

*Response required



**INVITATION FOR BIDS # IFB-00088
ON-CALL VEGETATION MANAGEMENT SERVICES**

CALIFORNIA LEVINE ACT DISCLOSURE*

Please download the below documents, complete, and upload.

- [Modesto Levine Act Statemen...](#)

*Response required

PREVAILING WAGE LABOR CRAFT AND LABOR RATE*

Please download the below documents, complete, and upload.

- [Prevailing Wage Form.doc](#)

*Response required

ADDITIONAL BID INFORMATION

ADDITIONAL INFORMATION (IF NEEDED)

For any additional information requested or required by any of your previously provided answers or as stated within this IFB please upload the additional documentation here.

SUBMITTAL CONFIRMATION*

Bidder hereby certifies that all information provided within this submittal is accurate to the best of their knowledge and acknowledges that they have provided proof of their authority to submit a proposal on behalf of the stated Company Name committing them to the information contained within said submittal.

By checking the "please confirm" box below, you certify the above statement.

☐ Please confirm

*Response required



INVITATION FOR BIDS # IFB-00088 ON-CALL VEGETATION MANAGEMENT SERVICES

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

SCOPE OF WORK

All labor, materials, tools, equipment, vehicles, fuel and insurance necessary to perform the required work shall be included in bid pricing.

For this On-Call Vegetation Management Services Contract, there is no minimum expenditure requirement. However, the maximum expenditure of City funds for Vegetation Management Services paid through this Contract shall not exceed \$250,000.00 annually.

BID LINE ITEMS:

1. Hourly Rate Tree Trimming Person, Climber: A laborer trained and skilled in tree trimming work. A person whom primarily works from an elevated position such as a bucket-lift, or a tree climber, commonly with use of small power tools such as a chainsaws. Rate shall include all equipment and fuel used to conduct work. Full compensation for price to be paid for labor hours worked.
2. Hourly Rate Tree Trimming, Ground Person: A laborer trained and skilled in tree trimming work. A person whom primarily works from a non-elevated position, at ground level, commonly with use of hand tool or small power tools such as pruners or a chainsaws. Rate shall include all equipment and fuel used to conduct work. Full compensation for price to be paid for labor hours worked.
3. Hourly Rate General: A laborer whom works on general tasks such as, clean-up, or driving. Rate shall include all equipment and fuel used to conduct work, including vehicles and driving. Full compensation for price to be paid for labor hours worked.
4. Hourly Rate Herbicide/Pesticide Application: A laborer trained and skilled in the application of herbicide and/or pesticide, including all equipment, fuel, vehicles, herbicide/pesticide materials and certifications required for the application of herbicide/pesticide. Full compensation for price to be paid for labor hours worked.
5. Hourly Rate Equipment Operator: A person whom is trained and skilled in driving light duty or heavy machinery such as a skid-steer, front loader, backhoe, stump grinder, crane or other. Full compensation for price to be paid for labor hours worked. Hourly Rate does not include equipment cost. See specification section 2.01.
6. Hourly Rate Wood Chipping: The Contractor to complete chipping of woody green waste materials which are stockpiled in place on-site for future use as chipped mulch material. Chipped material not to exceed 6" length. Full compensation for price to be paid for labor hours worked and shall include labor from a trained and experienced person in wood chipping, equipment and fuel.
7. Hourly Rate Off-Haul Disposal: The Contractor to complete loading and haul-off of woody green waste materials which are designated to be removed and legally disposed of off-site. Full compensation for price to be paid for labor hours worked and shall include labor, equipment and fuel. This does not include disposal dump fees. See specifications section 3.04 for disposal dump fees.



INVITATION FOR BIDS # IFB-00088 ON-CALL VEGETATION MANAGEMENT SERVICES

8. Hourly Rate Brush Grinding (height < 72"): The Contractor to grind down shrubbery, and sapling trees (less than 2" DBH) to within 2" of finish grade. Line item applicable to areas where brush is less than 72" in height. Removal of roots is not required. Full compensation for price to be paid per hour of labor worked brush grinding and shall include equipment and fuel. Rate is in lieu of an equipment operator.
9. Hourly Rate Brush Grinding (height > 72"): The Contractor to grind down shrubbery, and sapling trees (less than 2" DBH) to within 2" of finish grade. Line item applicable to areas where brush is greater than 72" in height. Removal of roots is not required. Full compensation for price to be paid per hour of labor worked brush grinding and shall include equipment and fuel. Rate is in lieu of an equipment operator.
10. Chain Link Fencing Temporary Tree Protection Installed: Contractor to install rigid 6' chain link temporary tree protection fencing installed to protect vegetation outside of the scope of work or to protect endangered species from damage resulting in the trimming or removal of trees or other unwanted vegetation. Contractor to install 8.5" x 11" laminated/waterproof signage at minimum every 8' linear feet. Signage to state, "Vegetation Protect Area, Please Keep Out". Temporary chain link fencing to be removed immediately once work is complete. Full compensation for price to be paid per linear foot of fencing installed at the work site.
11. Snow Fencing with T-Stakes Temporary Tree Protection Installed: Contractor to install 4' orange snow tree protection fencing to be installed to protect vegetation outside of the scope of work or to protect endangered species from damage resulting in the trimming or removal of trees or other unwanted vegetation. Snow fencing to be staked in place with 6' metal t-stakes place at least every 10'. Contractor to install 8.5" x 11" laminated/waterproof signage at minimum every 8' linear feet. Signage to state, "Vegetation Protect Area, Please Keep Out". Temporary orange snow fencing to be removed immediately once tree trimming or removal work is completed. Full compensation for price to be paid per linear foot of fencing installed at the work site.
12. Field Mowing (>1 acres per occurrence): The Contractor, with use of mechanical equipment, to weed-eat and/or mow down grassland to within 3" of finish grade. The Contractor shall take care to protect all native trees and shrubs from damage. On each occurrence total area to be field mowed shall be greater than 1 acres. Full compensation for price to be paid for acre of area mowed and shall include labor, equipment and fuel.
13. Field Discing (>1 acres per occurrence): The Contractor, with use of mechanical equipment, to disc grassland areas per City instruction to create fire breaks and/or till soil to overall reduce fire risk. The Contractor shall take care to protect all native trees and shrubs from damage. On each occurrence total area to be field disced shall be greater than 1 acres. Full compensation for price to be paid for acre of area disced and shall include labor, equipment and fuel.
14. Green Waste 30-Yard Bin, w/Off-Haul Disposal: The Contractor to delivery an empty 30-yard green waste bin for use to fill with green waste materials of various sizes and density. Following use, the Contractor to include removal and legal disposal of, off-site, of green waste materials. Full compensation for price to be paid for each green waste bin and shall include labor, equipment and fuel. This does not include disposal dump fees. See specifications section 3.04 for disposal dump fees.
15. Arborist Evaluation (1) Single Tree: The Contractor to complete a written professional arborist evaluation report providing at minimum a tree's current health status, recommendations for any actions which should be taken to improve a trees health, including any necessary trimming to improve safety, estimated number of healthy years likely remaining in the tree's life and if the tree could jeopardize any capital investments such as playgrounds, buildings, sidewalks, roads, fencing, lighting, personal property or other installed City infrastructure. Full compensation for price to be paid for each tree evaluated and shall include labor, equipment, materials and fuel used to conduct work.



INVITATION FOR BIDS # IFB-00088 ON-CALL VEGETATION MANAGEMENT SERVICES

16. Arborist Evaluation (5-9) Total Trees: The Contractor to complete a written professional arborist evaluation report providing at minimum a tree's current health status, recommendations for any actions which should be taken to improve a trees health, including any necessary trimming to improve safety, estimated number of healthy years likely remaining in the tree's life and if the tree could jeopardize any capital investments such as playgrounds, buildings, sidewalks, roads, fencing, lighting, personal property or other installed City infrastructure. Full compensation for price to be paid for each tree evaluated and shall include labor, equipment, materials and fuel used to conduct work. Trees to be within a 3-mile radius of each other and to be evaluated the same request.

17. Arborist Evaluation (10-19) Total Trees: The Contractor to complete a written professional arborist evaluation report providing at minimum a tree's current health status, recommendations for any actions which should be taken to improve a trees health, including any necessary trimming to improve safety, estimated number of healthy years likely remaining in the tree's life and if the tree could jeopardize any capital investments such as playgrounds, buildings, sidewalks, roads, fencing, lighting, personal property or other installed City infrastructure. Full compensation for price to be paid for each tree evaluated and shall include labor, equipment, materials and fuel used to conduct work. Trees to be within a 3-mile radius of each other and to be evaluated the same request.

18. Arborist Evaluation (20+) Total Trees: The Contractor to complete a written professional arborist evaluation report providing at minimum a tree's current health status, recommendations for any actions which should be taken to improve a trees health, including any necessary trimming to improve safety, estimated number of healthy years likely remaining in the tree's life and if the tree could jeopardize any capital investments such as playgrounds, buildings, sidewalks, roads, fencing, lighting, personal property or other installed City infrastructure. Full compensation for price to be paid for each tree evaluated and shall include labor, equipment, materials and fuel used to conduct work. Trees to be within a 3-mile radius of each other and to be evaluated the same request.

19. Emergency Response Service – Fixed Rate: Upon the City's written request for Emergency Response Service, the Contractor shall begin Emergency Response Service work within (24) hours of written request provided by the City. The Contractor shall promptly remedy any immediate safety hazards or concerns presented to the Contractor by the City. Full compensation to be paid for each occurrence of Emergency Response Service work. The fixed rate shall be paid in addition to the unit price paid on Bid Line Items #1-#18.

SPECIFICATIONS

Specifications for this IFB are in the attachment Exhibit A.

REQUIRED LICENSES

Contractor shall have at minimum an active Contractor's License with Classification C-49 or C-27. Prior to beginning any service that shall be furnished under this specification, the Bidder shall secure the appropriate Business/Delivery license from the City of Modesto. Business/Delivery license information may be obtained by calling (209) 577-5389 or emailing BusinessLicense@modestogov.com. The successful Bidder shall maintain a City of Modesto business license for the duration of the agreement.

TERM OF AGREEMENT

The term of the agreement shall be for a period of two-years with three (3) one-year extension options at the sole discretion of City, for a total of up to five (5) years.



INVITATION FOR BIDS # IFB-00088
ON-CALL VEGETATION MANAGEMENT SERVICES

- A. Pricing shall remain firm for the first two years of any agreement which may be awarded pursuant to this IFB.
- B. Price increases for subsequent agreement years three, four, and five, shall not exceed the Consumer Price Index (CPI) for West Urban Area in any one agreement year, and shall be negotiated through the Purchasing Division. Requests for price increases shall be submitted by Contractor(s) in writing, ninety (90) days prior to the annual anniversary date of the agreement to be effective for the subsequent year.
- C. Price adjustments for diesel fuel fluctuations may be considered. Thirty (30) day written notice is required for consideration. Any price adjustment shall be negotiated through the Purchasing Division and approved at the sole discretion of the CITY.

The index used to determine price adjustments on diesel fuel shall come from the Energy Information Administration Website: [HTTPS://WWW.EIA.GOV/PETROLEUM/GASDIESEL/](https://www.eia.gov/petroleum/gasdiesel/), California data.



INVITATION FOR BIDS # IFB-00088
ON-CALL VEGETATION MANAGEMENT SERVICES

SAMPLE ANNUAL AGREEMENT - SERVICES

This agreement, hereinafter called AGREEMENT, made and entered into in the City of Modesto, State of California, this _____ day of _____, 2026, by and between the City of Modesto, a municipal corporation of the State of California, hereinafter called CITY, and _____, a _____, hereinafter called CONTRACTOR.

WITNESSETH:

WHEREAS, the Modesto City Council adopted Resolution No. 2026-_____ authorizing the Award of Bid and agreement for the ON-CALL VEGETATION MANAGEMENT SERVICES to CONTRACTOR, *attached hereto as Exhibit "A" and made a part hereof*, and

WHEREAS, the CONTRACTOR provided a responsive and responsible submittal that best meets the CITY needs, attached hereto as Exhibit "B" and made a part hereof, and

WHEREAS, the CITY and CONTRACTOR shall enter into an agreement for the ON-CALL VEGETATION MANAGEMENT SERVICES as described in IFB-00088, *attached hereto as Exhibit "A" and made a part hereof (hereinafter called IFB)*.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. THE WORK

- a. CONTRACTOR shall furnish all labor, materials, equipment, fuel, tools, licenses, and insurance necessary to perform and complete the required work as specified in Exhibit "B", and in strict accordance with the conditions of the complete AGREEMENT.
- b. CONTRACTOR shall do and perform the work contemplated hereby in a good workmanlike manner under the direction of and to the satisfaction of the CITY Representative.
- c. CONTRACTOR shall maintain proper insurance with the CITY for the duration of the AGREEMENT.
- d. CONTRACTOR shall maintain a CITY business license for the duration of the AGREEMENT.
- e. CONTRACTOR shall furnish said services at the following AGREEMENT rates for an estimated annual amount \$_____. The total amount paid by CITY to CONTRACTOR over the full term of the AGREEMENT shall not exceed \$_____. Unless the services provided are for a lump sum or flat fee, fees for work performed by CONTRACTOR on an hourly basis shall not exceed the amounts shown on Bid attached hereto as Exhibit A.

2. PREVAILING WAGES

In accordance with California Labor Code Section 1771, CONTRACTOR shall pay all workers, and shall ensure its subcontractors pay all of their workers, engaged in performing the services described in Exhibit "A" not less than the general prevailing rate of per diem wages for work of a similar character in the locality in



INVITATION FOR BIDS # IFB-00088 ON-CALL VEGETATION MANAGEMENT SERVICES

which the services described in Exhibit "A" are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code. In accordance with California Labor Code Section 1773.2, the City has obtained the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the CITY's Purchasing Department and shall be made available on request. Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the services described in Exhibit "A", including those set forth in Labor Code section 1770 et. seq. and in the IFB.

DIR Project ID#: _____

3. CITY REPRESENTATIVE

CITY Representative is: _____

Purchasing Representative: _____

The CITY Representative is not authorized to commit the CITY to changes in specifications, requirements, or scope of work, changes in price(s), period of performance or delivery date(s) or method of shipment. Changes of a contractual or business nature shall be effective only by written change to the AGREEMENT, issued by the City of Modesto, Purchasing Division.

4. CONTRACTOR CONTACT

<Enter Contact Information Here>

5. TERM OF AGREEMENT

The term of the AGREEMENT shall be for a period of two (2) years, with three (3) one-year extension options at the sole discretion of CITY, for a total of up to five (5) years.

Year 1: MONTH DD, 2026 through MONTH DD, 2027

Year 2: MONTH DD, 2027 through MONTH DD, 2028

Year 3: MONTH DD, 2028 through MONTH DD, 2029

Year 4: MONTH DD, 2029 through MONTH DD, 2030

Year 5: MONTH DD, 2030 through MONTH DD, 2031

Pricing as set forth in Section 1.e. above shall remain firm for the first two years of the AGREEMENT.

Price increases for any subsequent AGREEMENT years following the second year shall not exceed the percentage change in the Consumer Price Index (CPI) for West Urban Area in any one AGREEMENT year and shall be negotiated through the Purchasing Division. Requests for price increases shall be submitted by CONTRACTOR in writing, ninety (90) days prior to the annual anniversary date of the AGREEMENT to be effective for the subsequent year.



INVITATION FOR BIDS # IFB-00088 ON-CALL VEGETATION MANAGEMENT SERVICES

Price adjustments for diesel fuel fluctuations may be considered. Thirty (30) day written notice is required for consideration. Any price adjustment shall be negotiated through the Purchasing Division and approved at the sole discretion of the CITY.

The index used to determine price adjustments on diesel fuel shall come from the Energy Information Administration Website: [HTTPS://WWW.EIA.GOV/PETROLEUM/GASDIESEL/](https://www.eia.gov/petroleum/gasdiesel/), California data.

6. INSURANCE REQUIREMENTS

During the term of this AGREEMENT, CONTRACTOR shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit (B) to this AGREEMENT and shall otherwise comply with the other provisions of Exhibit (B) to this AGREEMENT. The city utilizes a software program "PINS Advantage" where vendor is responsible for uploading and maintaining updated insurance.

7. PAYMENT

CONTRACTOR shall invoice CITY not less than once per month based on the cost for services performed and reimbursable costs incurred prior to the invoice date. All invoices shall be paid in full the following payment terms within thirty days after completion and acceptance of the Services by the CITY, and receipt of a properly prepared invoice, CITY will pay CONTRACTOR [TO BE DETERMINED BY IFB RESPONSE IN FINAL AGREEMENT, EITHER "Net 30 terms via CITY's ePay Program" or "Net 45 Days via manual check"]. The CITY is exempt from payment of Federal Excise Tax, and all invoices shall be exclusive of such excise tax.

Invoice to: City of Modesto
Attn: Accounts Payable
P.O. Box 642
Modesto, CA 95353
Email to: APvendors@modestogov.com

At a minimum, invoices shall state the following:

- This AGREEMENT number
- CITY department/division name and address
- Billing period
- Service hours worked day and week
- Unit price, extended price, sales tax and total

8. INDEMNITY

The CONTRACTOR shall hold the CITY, its agents, officials, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of CONTRACTOR, or its agents, officials, officers, employees, or volunteers relating to or during the performance of its obligations under this AGREEMENT,



INVITATION FOR BIDS # IFB-00088 ON-CALL VEGETATION MANAGEMENT SERVICES

except for claims arising from the willful or active negligence of the City. CONTRACTOR's obligation to defend, indemnify, and hold the CITY, its agents, officials, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this AGREEMENT for CONTRACTOR to procure and maintain a policy of insurance.

9. VENUE & GOVERNING LAW

Venue for any dispute or claim arising or related to this AGREEMENT its performance, breach, or interpretation (including issues about its validity or enforceability), shall be exclusively in the Superior Court of Stanislaus County or the United States District Court for the Eastern District of California.

This AGREEMENT shall be deemed made in, governed by, performed in, and construed and enforced in accordance with the laws of the State of California, without giving effect to its conflicts of law's provisions or principles.

10. ATTORNEY'S FEES

If a party to this AGREEMENT brings any action, including an action for declaratory relief, to enforce or interpret the provision of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

11. COMMENCEMENT AND COMPLETION OF THE WORK

The work contemplated herein shall be commenced as immediately after the agreement administrator receives and has on file:

- a. Proofs of insurance (approved by CITY Risk Manager); and
- b. Executed Agreement;
- c. CONTRACTOR Bid submittal;
- d. IFB No. 00088;
- e. Contractor's City of Modesto business license

12. TERMINATION OF SERVICES

Termination for Default: In the event either party fails to perform under this AGREEMENT or breaches any condition contained herein, the other party shall notify in writing the breaching party of the non-performance. Within 10 days after receipt of notification, the breaching party shall correct any non-performance to the reasonable satisfaction of the non-breaching party, or such other time as may be identified in the notice. Failure to correct any non-performance shall allow the non-breaching party to terminate this AGREEMENT for cause.

Termination by City for Convenience: The City may also terminate this AGREEMENT the Contractor's performance under the Agreement, either in whole or in part, at its own discretion and without cause.

Post-Termination Procedure



INVITATION FOR BIDS # IFB-00088
ON-CALL VEGETATION MANAGEMENT SERVICES

Upon receipt of a written notice of termination pursuant to either of the foregoing paragraphs, the CONTRACTOR shall:

- a. Cease its work as directed in the notice of termination as of the termination date and see to it that its employees, subcontractors and agents are notified of such termination and act as specified in the notice of termination;
- b. Terminate all orders and subcontracts except as necessary to complete any portion of the SERVICES that are not terminated;
- c. If directed in writing by the CITY to do so, assign all right, title and interest in subcontracts and materials in progress to CITY, in which case the CITY will have the right at its discretion to settle, or pay any or all claims arising out of the termination of such, but in no event shall recovery by any CONTRACTOR or subcontractor include lost profits for portions of the SERVICES not completed or undertaken, including materials not delivered;
- d. Deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been accumulated by the CONTRACTOR in performing the SERVICES whether completed or in process;
- e. Settle outstanding liabilities and claims, subject to the approval of CITY;
- f. Complete performance of such part of the SERVICES as has not been terminated;
- g. Take such other actions as may be necessary, or as may be directed by the CITY for the protection and preservation of the SERVICES and/or property related to the SERVICES;
- h. If CITY so requests, and at CITY's cost, CONTRACTOR shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONTRACTOR's work on the SERVICES.
- i. CONTRACTOR understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONTRACTOR for that portion of CONTRACTOR's SERVICES which were performed by CONTRACTOR on the project prior to the termination date and which remain unacceptable and/or not useful to CONTRACTOR as of the termination date.

CITY will pay CONTRACTOR for SERVICES actually completed prior to the receipt of the termination notice or otherwise completed in accordance with the notice of termination. The final payment to the CONTRACTOR after termination for convenience shall be limited to amounts due and owing under the AGREEMENT at time of termination, including the following:

- i. The cost of settling and paying valid claims arising out of the termination of the SERVICES such as subcontractor agreements or contracts for materials;



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- ii. The AGREEMENT price allocable to the portion of the SERVICES properly performed or goods supplied to the work site by the CONTRACTOR as of the date of termination, as determined in accordance with the notice of termination, reduced by any sums previously paid to the CONTRACTOR for such SERVICES.

13. COMPLIANCE WITH LAWS

CONTRACTOR hereby agrees that CONTRACTOR and its subcontractors, if any, in the performance of the SERVICES described herein, will comply with all federal, state, county and municipal laws, rules and regulations which may be applicable to the work herein contracted for, whether now in existence or hereafter adopted.

14. FAILURE TO PERFORM SATISFACTORY WORK

It is agreed and understood that if the CONTRACTOR fails to perform the SERVICES as specified herein, CITY's representative may:

- a. Consent to accept such unsatisfactory service with an appropriate adjustment in contract price, based on established cost factors,
- b. Have such required work done by CITY forces or otherwise, and charge the cost thereof to the CONTRACTOR, or
- c. Recommend termination of AGREEMENT between said the CONTRACTOR and the City of Modesto.

Those discrepancies and deficiencies in the SERVICES that remain uncorrected after the date set for correction may be the necessary justification for a billing adjustment in the month following the occurrence. Unless otherwise negotiated, billing adjustments for this incomplete or uncorrected work shall be permanent retention of 100% of the estimated monthly cost for the SERVICES not corrected or completed.

15. ASSIGNMENT OF RIGHTS

The CONTRACTOR offers and agrees, and will require all subcontractors and suppliers to agree, to assign to the CITY all rights, title, and interest in and to all causes of action it and they may have under Section 4 of the Clayton Act (15 United States code, Section 15) or under the Cartwright Act (Business and Professions Code, Section 16700 et seq.), arising from the acquisition of goods, services, or materials pursuant to this AGREEMENT or any allowed subcontract. The assignment made by CONTRACTOR and all assignments made by subcontractors and suppliers shall be made and become effective at the time the CITY makes final payment to The CONTRACTOR, without further acknowledgment by the parties (Government Code, Sections 4550-4554).

16. CITY PROCESS/PROCEDURE APPROVALS

CITY approval of any process or procedure shall not relieve CONTRACTOR of its responsibility to furnish the required SERVICES meeting all specifications contained herein.



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17. DIR REGISTRATION

Pursuant to Labor Code section 1771.1, CONTRACTOR may not engage in the performance of the Services set forth in Exhibit "A", unless currently registered and qualified to perform public work pursuant to Section 1725.5 thereof. As required in Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, during term of this AGREEMENT, CONTRACTOR shall be registered to perform public work pursuant to Section 1725.5 thereof.

18. CONTRACTOR'S RESPONSIBILITY FOR DAMAGES

If CONTRACTOR damages any property belonging to the CITY or a third party, the CONTRACTOR will be required to make repairs immediately, at CONTRACTOR's sole cost and expense, to the satisfaction of the CITY. In the event that CONTRACTOR fails to perform the necessary repairs, the CITY may either retain from the money due to CONTRACTOR an amount sufficient to repair the damage or perform the repairs and send an invoice to the CONTRACTOR for such costs, which shall be paid within thirty (30) days.

19. NOTICES

Any notice, payment or instrument required or permitted by this AGREEMENT to be given or delivered to either party shall be deemed to have been received when personally delivered, or one calendar week following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

CONTRACTOR: _____

CITY: City of Modesto
Purchasing Division
P.O. Box 642
Modesto, CA 95353

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

20. SIGNATORY(IES) FOR CONTRACTOR

Each signatory for CONTRACTOR below warrants and represents that it is legally competent to, and has full authority to, execute the AGREEMENT.

21. QUANTITIES

No minimum or maximum is guaranteed or implied.

22. FUNDING

All annual extensions are based upon continuous funding for that purpose by the City Council. Failure to fund any annual extension shall result in an immediate termination of the AGREEMENT without redress.



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23. OTHER GOVERNMENT/PUBLICLY FUNDED AGENCIES

If mutually agreeable to all parties, the issuance of any resultant contract/purchase order referencing these specifications and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified herein shall apply.

24. NON-DISCRIMINATION

- a. During the performance of this AGREEMENT, CONTRACTOR and any allowed subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS), sexual orientation, or any other basis prohibited by Federal or California law. Equal employment opportunity extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. The CONTRACTOR and any allowed subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The CONTRACTOR and any allowed subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, and Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full.
- b. The CONTRACTOR and any allowed subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. The CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in any allowed subcontracts to perform SERVICES.
- d. The CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this AGREEMENT.
- e. By executing this AGREEMENT, CONTRACTOR certifies that it shall follow and be in compliance with the Americans with Disabilities Act of 1990, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap discrimination and participation and will continue to do so for at least the duration of the AGREEMENT and any extensions thereof.



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25. CONTRACTOR LICENSES & PERMITS

CONTRACTOR warrants and represents that it possesses and shall maintain all licenses and shall secure and maintain all necessary permits necessary to perform the SERVICES.

26. RECORDS

All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that CONTRACTOR prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the CITY. CONTRACTOR hereby agrees to deliver those documents to the CITY upon termination of the AGREEMENT, and the CITY may use, reuse or otherwise dispose of the documents without CONTRACTOR's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this AGREEMENT are prepared specifically for the City and are not necessarily suitable for any future or other use.

27. FACILITIES AND EQUIPMENT

Except as set forth herein, CONTRACTOR shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this AGREEMENT. CITY shall make available to CONTRACTOR only the facilities and equipment listed in EXHIBIT "A", and only under the terms and conditions set forth herein.

28. INDEPENDENT CONTRACTOR; NOT AGENT

At all times during the term of this AGREEMENT, CONTRACTOR shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this AGREEMENT. Except as City may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this AGREEMENT to bind City to any obligation whatsoever.

29. DRUG FREE WORKPLACE

CONTRACTOR certifies that it is following and in compliance with Sections 8350 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act whereby each person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

30. ASSIGNMENT

Neither this AGREEMENT nor any SERVICES hereunder shall be subcontracted or assigned by CONTRACTOR without the prior written consent of the CITY in each and every instance.

31. WAIVER

The waiver by any party to this AGREEMENT of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.



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32. HEADINGS NOT CONTROLLING

Headings used in the Agreement are for reference purposes only and shall not be considered in construing this AGREEMENT.

33. MISCELLANEOUS

Time is of the essence in CONTRACTOR's performance under each provision of this AGREEMENT.

34. ENTIRE AGREEMENT

This Agreement and its exhibits contain the entire understanding between CONTRACTOR and CITY. Additional or new terms contained in this AGREEMENT which vary from CONTRACTOR'S bid are controlling and are deemed accepted by CONTRACTOR by performance of any SERVICES or other commencement of performance hereunder. The terms and conditions of the IFB, attached hereto as Exhibit C, are incorporated herein. In the event of a conflict between the IFB and this AGREEMENT, this AGREEMENT shall control. All previous bids, offers and communications related to this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement. No future waiver or exception to any of the terms, conditions, and provisions of this AGREEMENT shall be considered valid unless specifically agreed to in writing by the parties.

35. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.



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IN WITNESS WHEREOF, the CITY OF MODESTO, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attested by its City Clerk under authority of Resolution No. 2026-_____, adopted by the Council of the City of Modesto on the _____ day of _____, 2026 and _____has caused this Agreement to be duly executed.

CITY OF MODESTO
a municipal corporation

CONTRACTOR

By _____

JOSEPH P. LOPEZ
City Manager

By _____

(Signature)

ATTEST:

By _____

(Name & Title)

Date: _____

By _____

DIANE NAYARES-PEREZ, CMC, City Clerk

(SEAL)

APPROVED AS TO FORM:

By _____

JOSE M. SANCHEZ, City Attorney

By _____

MATTHEW BRALEY, ARM-PE, Risk Manager



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EXHIBIT B: INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Modesto requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Modesto.

Umbrella or Excess Coverage

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to



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a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Modesto, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance with coverage equal to ISO form CG 2010. If Completed Operations endorsement is required, a separate endorsement equal to ISO form CG 2037 is required.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Modesto does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Modesto.

Waiver of Subrogation

Contractor hereby grants to City of Modesto a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Modesto by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Modesto has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Modesto may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Modesto.



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Claims Made Policies (applicable to Professional Liability only)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the City of Modesto with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements are to be received and approved by the City of Modesto Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The City of Modesto reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor’s work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract.

Special Risks or Circumstances

City of Modesto reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Modesto
Attn: Risk Management
1010 10th Street
Modesto, CA 95354