

SPECIFICATIONS

TREE AND VEGETATION MAINTENANCE

PART 1 – GENERAL

1.01 PRESERVATION OF EXISTING TREES AND VEGETATION

- A. Furnish and supply all equipment necessary for tree protection and pruning including, but not limited to, removal, protection and pruning of existing trees and vegetation. All work shall be done per the International Society of Arboriculture (ISA) tree protection and pruning requirements.
- B. Access and Storage: Prior to commencement of work, the Contractor shall confer with the City for the purposes of determining the exact scope of work. At no time shall materials, soil or equipment be stored or placed within the "dripline" of existing trees to be preserved. At no time shall vehicles be parked within the "dripline" of an existing tree to be preserved.
- C. Coordination and Scheduling of Work: All work shall be scheduled and conducted in a cooperative manner in order to give the least possible interference with other work which may be taking place.
- D. Contractor shall repair any landscape, soft-scape or hard-scape area damaged during the course of the tree trimming and/or vegetation management work.
- E. The Contractor shall provide and place barricades and/or safety ribbon as necessary to restrict access to the work areas. The Contractor shall be responsible for maintaining access control of the work areas from the time work starts until the time the work site is returned to its pre-project condition, including cleanup.
- F. Whenever, in the opinion of the City Representative, the Contractor has not taken sufficient precautions for the safety of the public, or property and structures adjacent to the work area, the City Representative may require immediate action taken and the placement of additional protections.
- G. Until the formal acceptance of the work by the City Representative, the Contractor shall be responsible for and have care, custody, and control of the work and of the parts, materials and equipment to be used therein, delivered to the work site. The Contractor shall bear full risk of loss, injury or damage to any part of the work and parts, material or equipment by action of the elements, or from any other cause, whether arising from the execution or non-execution of the work. The Contractor shall rebuild, repair, restore and make whole, all loss or damage to any portion of the work, parts or materials, before final acceptance by the City.

- H. Suspension of work for any cause whatsoever shall not relieve the Contractor of their responsibility for the work or parts and materials as specified on the work request. The Contractor shall be responsible for and remedy all defects arising from faulty, improper or inferior workmanship.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Contractor must be experienced at and either own or have immediate access to equipment necessary to do complete all of tree trimming and vegetation management duties indicated.
- B. Cutting tools and saws shall be kept sharpened to a condition that will permit leaving an unabraded cambium edge on final cuts and bark tracings.
- C. 6-foot high temporary chain link construction fence shall be installed as deemed necessary by the City Representative. The temporary construction fencing shall be in good condition, staked into ground wherever possible, and installed with a top tension wire. The fence posts shall be two inch (2”) diameter galvanized steel. The fence fabric shall be 11-gauge, with knuckled barbs on the top edges.
- D. 4-foot high orange snow fencing shall be installed as deemed necessary by the City Representative. The snow fencing shall be in new or very good condition, attached to 6’ long metal t-stakes driven 24” into the soil. Attachment should be done with heavy duty black zip-ties, at least three zip-ties per post. T-stake post shall have a maximum spacing of 8’.
- E. All light duty or heavy machinery equipment used in the course of work, use rates to be paid per the latest published edition of the Caltrans Equipment Rental Rates book (note: Caltrans Labor Rate Surcharge shall not apply).

PART 3 – EXECUTION

3.01 LABOR FORCE AND SUPERVISION

- A. The Contractor shall provide sufficient labor at all times to carry out the work properly and shall ensure that competent workers who are skilled in the type of work required are employed. When a person is in a bucket truck there must be a second person on the ground assisting the elevated person for safety. The Contractor shall ensure that supervision is provided at all times while any work under this contract is being performed. If, in the judgment of the City, any person is incompetent or disorderly, Contractor shall promptly remove such person from the work for the duration of the contract.

- B. Overtime rates shall be per labor hour worked by any Contractor employee identified on Bid Line Items #1-#9 whom is specifically directed by the City to work more than (8) hours per work day, (40) hours within a work week, or (6) consecutive days within a work week. As part of the City's request for Emergency Response Services work, full compensation to be paid for labor hours worked. Bid Line Items #1-#9, Overtime rates shall be (1.5) times the hourly rate.
- C. Double Time rates shall be per labor hour worked by any Contractor employee identified on Bid Line Item #1-#9 whom is specifically directed by the City to work more than (12) hours per work day, or (8) hours on the seventh consecutive work day within a work week, or any hour on a Federal listed holiday. As part of the City's request for Emergency Response Services work, full compensation to be paid for labor hours worked. Bid Line Items #1-#9, Double Time rates shall be (2) times the hourly rate.

3.02 PRUNING

- A. Selective Pruning: Pruning consists of reducing the overall foliage and their branches by no more than 20% to 30% of the total tree canopy in order to trim canopy up for visibility and safety of vehicle and pedestrian traffic. Pruning is to be performed by a method called "drop crotch" pruning that permits the preservation of a natural appearing foliage margin and retains the character of the tree. At no time shall the leader of any tree be pruned or removed. Thinning of trees shall include "safety trim". This involves the removal of all dead branches over 1-1/2 inches in diameter, the removal of broken branches and the removal of over-burdened or conflicting branches as deemed necessary by the City's Representative.
- B. Debris Removal: All trimmings, stumps, roots, logs, grass clipping or any other form of debris resulting from this work or any work resulting from said operation shall be cleaned up and removed from the site by the Contractor as directed by the City Representative. All laws, ordinances, etc., applicable to the involved locality governing such disposal shall be fully complied with. Stumps shall be ground below grade, minimum 12" below grade for stumps up to 24" in diameter, minimum 24" below grade for stumps greater than 24" in diameter
- C. Final pruning cuts shall be made without leaving a stub. They shall be made in a manner to favor the earliest possible covering of the wound by callus growth. This requires that the wound be as small as practicable, the cut be within the shoulder ring area, and that the cambial tissues at the edge of the cut be alive and healthy. Extremely flush cuts that produce large wounds and weaken the tree at the cut cannot be made.

3.03 SITE INSPECTION

- A. Prior to all work of this Section, carefully inspect the entire site and all objects required to be removed.
- B. Locate all existing active utility lines traversing the project and site; and determine the requirements for their protection.
- C. The Contractor shall be responsible for any damage their activities cause to adjacent public or private property. The Contractor shall take all measures necessary to protect the surrounding area from debris or other damage resultant from the tree trimming or vegetation management activities.

3.04 DISPOSAL OF MATERIAL

- A. Per the State of California regulations SB1383 (<https://www.calrecycle.ca.gov/climate/slcp>) and AB901 (<https://www.calrecycle.ca.gov/laws/rulemaking/archive/2019/ab901reporting>) cities and businesses must comply with mandated organic recycling and material reporting (tonnages) requirements which establish methane emissions reduction targets both locally and statewide. To achieve those reduction targets, organics (yard waste, grass, leaves, brush, leaves, trees and tree trimmings, etc., paper waste and food scraps) must be diverted out of landfills into permitted recycling facilities. In compliance to the regulatory requirements, cities must ensure that all garbage, recycling, landfills and transfer facilities, landscape companies, material haulers, etc. are bound to the law and transfer the organic materials collected within the City of Modesto to a permitted recycling facility.
- B. The Contractor shall dispose of all green waste and organic matter collected as part of this Vegetation Management Services Agreement to the City of Modesto Compost Facility located at 7001 Jennings Road, Modesto, CA 95358; contact telephone number (209) 571-5144 – will receive the organic materials (scale in and weigh) and report the collection tonnages to the City’s Solid Waste administrative offices and to CalRecycle on a quarterly and annual basis. The Contractor shall provide invoices/receipts to the City’s Parks Planning and Development Division on a monthly basis for Contractor reimbursement, as applicable.
- C. The City of Modesto Compost Facility will charge a receiving tip fee – currently (as of April 2026) \$45.79 (within city limits) and \$90.39 per ton (outside city limits) - to receive and recycle the organics into compost. Pricing markups are not to be used on this item.
- D. Prior to requesting a final inspection, the Contractor shall carefully clean up and remove all surplus materials and/or debris of any type resulting from the Contractor’s work from the work area, and shall dispose of all of the materials and debris in a proper legal manner. The work area shall be left clean and neat.

- E. The Contractor shall certify that any materials and debris removed from the site shall be disposed of in accordance with applicable Federal, State and Local laws, regulations or ordinances. If requested by the City, Contractor shall furnish proof of disposal.

PART 4 – MEASUREMENT AND PAYMENT

- 4..01 Payment will be on a Unit of Measure price basis per the Bid Schedule.

END TREE AND VEGETATION MAINTENANCE SPECIFICATION