



NEW HAVEN PUBLIC SCHOOLS

## Operations Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Jamar Alleyne, Executive Director of Facilities Management  
**Date:** July 24, 2023  
**Re:** Renewal Award of Contract 21781-3-4 with J Witkowsky & Sons Tree to provide On Call tree removal services

**Answer all questions** and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

Company Information	
Vendor Name:	J Witkowsky & Sons Tree
Doing Business as: (DBA)	
Vendor Address:	73 branford rd, north Branford, CT 06471
Vendor Contact Name:	John Witkowsky
Vendor Contact Email:	<a href="mailto:Johnross@snet.net">Johnross@snet.net</a>
Is the contractor a minority or women owned small business?	No
Agreement/Contract Information	
New or Renewal Agreement/Contract?	Renewal Option 2 of 3
Effective Dates: (mm/dd/yy) <small>Multi-yrs. require Board of Aldermen approval</small>	From 07/01/2023 To 06/30/2024
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$62,500.00
Funding Source Name: Acct. #:	2023-2024 Capital Projects 3C22-2261-58101
Contract #: <small>(Local or State)</small>	21781-3-4



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**Key Questions:**

**1. What specific service will the contractor provide:**

Tree Removal Service, cutting and trimming, also includes stump grinding and wood chipping throughout all schools in district.

**2. How was the contractor selected?** *\*Attach appropriate supporting documents*

- Quotes
- Sealed Bid # 21781
- Sole Source # \_\_\_\_\_
- RFP# \_\_\_\_\_
- State Contract # \_\_\_\_\_
- Exempt Professional
  - Accountant
  - Actuary
  - Appraiser
  - Architect
  - Artist
  - Dentist
  - Engineer
  - Expert Professional Consultant
  - Land Surveyor
  - Lawyer
  - Physician/Medical Doctor

**3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:**

**a. Please explain how the vendor was chosen?** *\*Attach Vendor Proposal*

Sealed Bid

**b. Who were the members of the selection committee?** *(Minimum 3 members required)*

N/A - Sealed Bid



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**Key Questions: - Continued**

**4. If this is a renewal with a current vendor, has the vendor met all obligations under the existing agreement/contract?**

The vendor has been working with the district for several years and has met all obligations under contract.

**5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? \*Attach Renewal Letters**

No increase, on call draw down amounts for the year.

**6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?**

N/A

**7. Is this a service that existing staff could provide? Why or why not?**

No this is a professional service that is provided by licensed professionals.



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**Agreement/Contract Processing Checklist**

*To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.*

**Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement\_Contract\_Checklist\2022-2023**

<b>1. Has this vendor performed service(s) in prior fiscal years?</b>	
If Yes,	Vendor # <u>13317</u>
If No or New,	Vendor must provide completed W9
<b>2. A quotes or proposal submitting regarding the agreement/contract.</b>	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
<p><b>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></b></p> <p><b>It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u></b></p> <p><b>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</b></p>	
Rider 300	Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation
Rider 305	Professional Services – Onsite Umbrella; No Auto; No Workers Compensation
Rider 310	Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation
Rider 315	Professional Services – Onsite Umbrella; w/ Youth under 21
Rider 320	Professional Services – Offsite; No Auto; No Workers Compensation
Rider 325	Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21
Rider 330	Professional Services – Offsite Attorney; No Auto; No Workers Compensation
Rider 335	Professional Services – Onsite; Physician/Dentist; No Auto
Rider 340	Professional Services – Onsite Physician/Dentist w/ Youth under 21
Rider 345	Professional Services – Onsite Temp Nurses
Rider 350	Professional Services – Cyber – Onsite
Rider 355	Professional Services – Cyber – Offsite
<p><b>4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.</b></p> <p>Emailed Disclosures are acceptable.</p>	



# City of New Haven

## Bureau of Purchases

200 Orange Street, Room 301

New Haven, CT 06510

Tel: 203-946-8201 Fax: 203-946-8206

Honorable Justin Elicker  
Mayor

Michael V. Fumiatti, Sr  
Purchasing Agent

The City of New Haven ("City") is accepting sealed Bids for the following:

### INVITATION TO BID

#### Project Summary

Contract Name: **Complete Tree Removal Service**

Solicitation #: **21781** City Project #: **N/A**

Projection Description: Tree Removal Service, cutting and trimming, also includes stump grinding and wood chipping throughout all schools in district.

Department: **BOE Facilities**

Solicitation/Advertise Date: **November 14, 2021**

Intend to Bid Due Date: **November 30, 2021**

Bid Due Date: **December 12, 2021** Bid Opening Time: **3:00** PM

Pre-Bid Meeting Date: **N/A** Pre-Bid Meeting Time:

Pre-Bid Meeting Location: **N/A**

Solicitation Type:  Construction  Service  SCD\* - Construction  SCD\* - Service

Contract Term:  Construction (See Specification) Dec. 1, 2021 – June 30, 2022 and options years July 1, 2022 – June 30, 2023  1 year  3 Renewals Option(s) (at the sole discretion of the CONH)

Material Markup Allowed  NO  YES If Yes enter percent markup on your Statement of Qualifications form

Insurance Requirements: Refer to Rider **2BU** (This Rider is attached)

MBE/WBE Utilization Form: **Required if your base Bid Submission is \$150,000 or greater**

Local Preference:  YES  NO

Bid Bond: **N/A** Percentage Amount: %

Labor, Material and Performance Bond: **N/A**

Wage Rates:  Livable Wage \$17.62 FY 21/22  Prevailing Wage State  Davis Bacon Federal

Responses must be submitted in the form and manner specified in this request.

## SECTION C – PROJECT SPECIFICS-DETAILED

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### SCOPE OF WORK

- g. The work to be performed by Tree Cutting and Removal Contract under these specifications shall consist of furnishing all material, labor, supervision, tools, supplies and other expenses necessary to provide full Tree Cutting and Removal Services.
- h. The Contractor must include all related costs such as gas, travel, etc. As set forth in the calculation sheet rates. It is the Contractor's responsibility to bring the necessary labor, tools, materials, etc... to the work location. No specialized equipment may be billed without the expressed prior authorization of the Facilities Department. It is expected the contractor to have all the tools necessary to perform his/her trade on a d daily basis.
- i. The Calculation Sheet shall set forth any equipment and tools that are billable if allowed under said calculations sheet. Only items listed here will be accepted for extra compensation. Please fill out appropriate line items relating to equipment in the calculation sheet. If the price is not filled in, in the appropriate box on the calculation sheet, it will not be eligible for compensation.
- j. The security and protection of all materials, tools and equipment stored at any work location are the sole responsibility of the Contractor.
- k. Intent of these General Conditions and Specifications are to ensure Tree Cutting and Removal Services are complete in every respect. Details of requirements and services not explicitly stated in these specifications but necessarily attendants thereto are deemed to be understood by the Contractor and included herein. Furnish all material and equipment usually furnished with such service, in accordance with Industry Standards. Work to include but not limited to- tree cutting and removal as directed, pruning of branches, etc... all chipping and clean up, ground control directing traffic and barricade work zone for pedestrian safety, etc...
- l. All material and equipment furnished shall be new and in excellent condition.
- m. The City of New Haven's interpretation of the General Conditions and Specifications shall be final and binding upon the Contractor.

### Definitions

#### **Tree Trimming & Cutting-3 PERSON CREW- 1 AERIAL LIFT, 75' BUCKET TRUCK, CHAIN SAW OPERATOR- 1- CHIPPER & 1 GROUND MAN/TRAFFIC CONTROL**

- 1. Only trees as directed by the BoE facilities Manager or designee shall be trimmed or removed.
- 2. Trees shall be pruned by removing all dead, diseased, broken and crossing branches. Trimming shall be done by the "drop crotch" method. No stubs over one inch (1") shall be permitted when completed. Live branches shall be removed to maintain the natural shape and appearance of the trees. A collar should be maintained on lateral branches. Flush cuts are to be avoided on larger branches.
- 3. Mutilation and loss of characteristic shape of the tree shall be prohibited. Selective removal of complete limb(s) shall be performed rather than excessive clipping with pruners, i.e. hedge trimming effect shall be avoided. Saw or pruner cuts shall be flush with the parent limbs or trunk of the tree. Limbs shall be pre-cut using a three cut technique to prevent splintering or peeling of bark.
- 4. Ropes shall be used for lowering cut branches when necessary to prevent damage to trees, conductors, fences, cars and other property. No hangers shall be left in the trees after pruning is completed.
- 5. Saw cuts need not be treated with dressing or disinfectant unless abnormal conditions exist in reference to disease or insects. All old stubs shall be removed and all old scars shall be inspected. If old scars are not healing properly, they shall

be retraced and treated. The lower branches of trees shall be raised if the tops are sufficient to maintain a balanced life to a height of 14 feet above the travel portion of the street at the curb line. Tools used to prune suspected or diseased trees shall be disinfected before being used on other trees.

### **Pruning Procedures and Scope of Work**

Any tree large enough to support a trimmer shall be climbed and trimmed. It is considered inefficient for the trimmer to remain on the ground and trim trees with a pruning pole unless agreed upon by the Director of Public Works.

1. Light Pruning - The removal of dead wood, suckers, cross branches and stubs up to one inch (1") in diameter.

2. Medium Pruning - Shall include all items listed under "Light Pruning" plus branches up to four inches (4") in diameter.

3. Heavy Pruning - Shall include all items listed under "Light Pruning" and "Medium Pruning", in addition to removal of limbs over four inches (4") in diameter.

All types of pruning will include topping, tracing point, treatment for girdling roots, installment of supporting cables and/or bolting, and necessary repair work when specifically requested by the Director of BoE Facilities.

### **Shaping**

If, in obtaining the desired shape, trees are rendered unsightly due to lack of symmetry, further pruning to restore their appearance shall be performed. The location and types of trees, the nature of their surroundings, etc shall govern the extent of such shaping. Full shaping shall consist of the removal or shortening by natural methods of branches in the crown of the trees. Sufficient growth must be left on cutback branches to keep them alive, and, when possible, the branches being shortened shall be cut back far enough to preserve the natural appearance of the trees. Side pruning shall not be so severe as to restrict the trees' ability to produce the food necessary for healthy growth.

### **Hazardous Trees**

1. Reporting - Any person engaged in trimming or pruning who becomes aware of a tree of doubtful strength, that could be dangerous to persons and property, shall report such tree(s) to the BoE Facilities Director. Such trees shall include those that are over mature, diseased, or showing signs of decay.

2. Diagnosis - Any hazardous tree(s) should be reported immediately to the BoE Facilities Director so it/they may be inspected and a decision made whether to remove the tree(s) or to refer to the City's tree consultant.

### **Tree Removal**

1. The removal of trees shall be made by oral or written authorization from the BoE Facilities Director. A list of trees and the location of each, bearing the signature of an authorized representative of the City of New Haven, must be in the possession of the contractor's crew before removing any tree(s). The decision to remove trees shall be made by the City. The contractor may make suggestions. However, authorization must be obtained from the City's representative before removing any tree(s).

**2. Prior to removing any tree, the contractor shall be responsible for notifying  
Call before you dig to have all of the utilities staked to avoid damaging utility services.**

### **Damages**

Any damage caused by the contractor, including, but not limited to, broken sidewalk, curb, rutted lawn, broken water shut-offs, wire damage, building damage, street damage, etc., will be repaired or replaced in a timely manner, to the City's satisfaction, and all costs paid by the contractor.

### **Wood Chipping Removal**

1. All tree branches and debris to be wood chipped and removed from site by contractor and each tree removal. No exceptions.

2. Chipping is included with all tree removals and trimmings, etc....

3. Chipping maybe done without tree removal. Fallen branches, etc....

### **Stump Removal**

1. The removal of tree stumps shall be made by oral or written authorization from the City of New Haven BoE Facilities Manager..

2. A list of stumps and locations of each must be in the possession of the contractor's crew before any stumps can be removed.
3. Stump diameter will be determined by the diameter of the tree itself (roots not included). Exceptions to this rule may be made at the discretion of the street BoE Facilities Director only. Any request for an exception must be made before removal of the tree.
4. Prior to removing any stump, the contractor shall be responsible for notifying CALL BEFROE YOU DIG to have all of the utilities staked to avoid damaging utility services.
5. The stumps and roots shall be ground down a minimum of twelve (12) inches below normal ground level. Any stump grindings strewn on the street or sidewalk shall be removed and placed on the grass area around the stump hole by the contractor before leaving the site.
6. The contractor shall place a CT DOT Type II lighted barricade in each hole and also surrounding the hole before leaving the site.
7. The contractor shall notify the BoE Facilities Director of the completion of the stump and root removal work within 24 hours of completion.

### **Signage and Safety**

Barricading and signing for traffic control must be in accordance with the Connecticut Manual of Uniform Traffic Control Devices, "Barricading for Construction". The contractor shall meet all requirements for barricading, and when the contractor does not conform to such requirements, the City will stop the contractor from working until proper signing and barricading is provided. The contractor shall control street closings and will notify the Police and Fire Departments of the same. The contractor shall be responsible for notifying all utilities for locations of any underground utilities that may be damaged during stump removal. The contractor shall also be responsible for notifying all utilities of any damage to any overhead lines.

### **Cleanup**

All twigs, branches, chips, and other debris caused by the removal or trimming, shall be immediately cleaned up before moving to a new location. City crews are responsible for chip removal from stump grinding, bringing in dirt to fill holes, leveling and grading of the site, and final cleanup and grass seeding. All 6" and larger diameter branches and trunks are to be left in the grass area for utilization by the adjacent property owner. The contractor shall not remove any large diameter wood suitable for firewood. All other materials shall be cleaned up and removed. Disposal of chips from removal or trimming of the tree shall be the contractor's responsibility.

### **Emergency Work**

1. Need and Response - Throughout the term of the contract, it may become necessary for the contractor to assist the City in providing emergency tree services. The contractor shall provide telephone numbers at which he can be reached on a 24-hour emergency basis. When severe winds, ice storms, or other conditions require emergency assistance, the contractor shall respond and commence work within six (6) hours of receiving the emergency request notification. The contractor shall provide emergency assistance in the manner as set forth by the City.
2. Emergency and Time and Material Work - Such work shall be bid on an hourly basis. The contractor shall be able to furnish a two to three person crew, fully equipped with aerial equipment, trucks, chipping equipment, and power and hand tools, as specified by the City. Personnel shall include:
  - a. Grounds Person – Who has the skills necessary in grounds operation, such as loading trucks, cutting limbs on the ground, operating chipper, raking, and cleaning up the area.
  - b. Climber/Trimmer - Who has the skills necessary for working in trees from an aerial lift/tower or by the use of ropes, saddles, and other hand climbing equipment, and have proficiency in operating all other related mechanical equipment, such as loaders, etc.
  - c. Foreman (Working) - Who shall provide supervision of the emergency work force and shall have responsibility for giving directions, making decisions, and assuming responsibility for all work completed by the contractor.

Additional Trimming and Removal at various times throughout the year, additional needs for trimming or tree removals may be requested. The City will make every effort to have enough work for at least a full day's work, unless an existing condition is hazardous to the public or their property. Such requests will be considered Emergency Work and paid as such, accordingly, that is if the work takes less than four (4) hours to complete. All other work requests will be paid for at the trimming and removal unit prices.



## **Safety Standards**

All equipment to be used and all work to be performed must be in full compliance with the most current revision of American National Standards Institute Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees, and Cutting Brush). These standards are made part of this contract by this reference. All OSHA standards to be followed.

## **Discontinuance of Work**

Upon receipt of either written or oral notice by the City, the contractor shall immediately discontinue any practice as determined by the City as obviously hazardous. Working in Proximity to Electrical Hazards

1. Before climbing, entering, or working around any tree, a close inspection shall be made by the tree worker and by the supervisor to determine whether an electrical conductor passes through the tree or passes within reaching distance by the tree worker.
2. If an electrical hazard exists, only a qualified line clearance tree trimmer or qualified line clearance tree trimmer trainee shall be assigned to the. A trainee shall be under the direct supervision of qualified personnel. A qualified line clearance tree trimmer is a tree worker who, through related training and on-the job experience, is familiar with the special techniques and hazards involved in line clearance. A trainee is a worker regularly assigned to a line clearance tree trimming crew and undergoing on-the-job training, who, in the course of such training, has demonstrated his ability to perform his duties safely at his level of training.
3. There shall be a second qualified line clearance tree trimmer or line clearance tree trimmer trainee within normal voice communication during line clearing operations aloft when the line clearance tree trimmer or line clearance tree trimmer trainee must approach more closely than 10 feet (3m) to any conductor or electrical apparatus energized in excess of 750 volts or (a) when branches or limbs being removed cannot first be cut with a pole pruner/pole saw sufficiently clear of the primary conductors and apparatus so as to avoid contact, or (b) when roping is required to remove branches or limbs from such conductors or apparatus. This does not apply to utility workers engaged in tree trimming incidental to their normal occupation.
4. Tree workers shall maintain a minimum clearance of 10 feet (3m) from energized conductors rated 50 kV phase-to-phase or less. For conductors rated over 50 kV phase-to-phase, the minimum clearance shall be 10 feet plus 4/10 inch (3m plus 10mm) for each kilovolt over 50 kV.
5. Ladders, platforms, and aerial devices, including insulated aerial devices, shall not be brought in contact with an electrical conductor.
6. When an aerial lift device contacts an electrical conductor, the truck supporting the aerial lift device shall be considered as energized, and contact with the truck shall be avoided, except when emergency rescue procedures are being carried out. Only those people who have been properly trained about electrical hazards should attempt emergency rescue.

## **Location and Schedule of Work**

The City reserves the rights to change, add, or delete areas or quantities to be trimmed as it deems to be in its best interest. The amount of tree trimming to be performed is conditioned upon the total amount of funds budgeted for tree trimming. The City shall give notice to the contractor of the areas to be trimmed, the approximate number of each size of tree to be trimmed in the area, and the total amount of the annual trimming contract, which shall not be exceeded by the contractor. Except in the case of emergency work, regular trimming operations shall commence on or after April 1, 2018 and shall be completed no later than December 31, 2018. Tree removals shall begin within two (2) weeks of contract execution, weather permitting, and shall be completed within a two (2) week period, unless otherwise authorized by the City. Failure of the contractor to comply with the approved trimming schedule shall be sufficient cause to give notice that the contractor is in default of the contract.

## **Working Hours**

The contractor will schedule work between the hours of 7: 0 a.m. and 4:30p.m., Monday through Friday, unless otherwise authorized by the City.

## **Subcontracts**

The contractor will not be allowed to subcontract work under this contract unless the City grants written approval. The subcontractor, as approved, shall be bound by the conditions of the contract between the City and the contractor. The authorization of a subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services

will be directed to the contractor. All directions given to the subcontractor in the field shall bind the contractor as if the notice had been given directly to the contractor. Certified Arborist

The City contracts with a certified Arborist for advice on the maintenance and planting of all trees within the city right-of-ways. The Arborist makes the final determination on all tree removals and methods of tree trimming. The Arborist may consult with the tree trimming crew on occasion if concerns arise about trimming procedures and/or the extent of trimming needed for certain species of tree. The Arborist works under the direct supervision of the Street Superintendent. As such, the tree trimming contractor shall follow any suggestions or advice given by the Arborist.

**Pre-Bid Inspection**

1. For the purpose of familiarizing bidder with the project, answering questions, and issuing addenda as needed for clarification of the bidding documents, a pre-bid inspection may be arranged by the contractor with Marvin Bivens, Tradesmen Supervisor before the bid date.
2. The City will assist all interested bidders by conducting a tour of various areas in which the tree work is to be scheduled for the purpose of training, coordination, and clarification of work specifications.

## SECTION D – Board of Education Location(s)

### New Haven School Addresses 2021-20212

High Schools	Addresses
Adult and Continuing Education Center	580 Ella Grass Blvd.
Coop Arts & Humanities High School	177 College St.
Engineering & Science University Magnet School	500 Boston Post Road
High School in the Community	175 Water St.
Hill Regional Career High School	140 Legion Ave.
Hillhouse High School	480 Sherman Parkway
Metropolitan Business Academy	115 Water St.
New Haven Academy	444 -448 Orange St
Riverside Education Academy	103 Hallock Ave
Sound (Anderson)	60 Water St.
Sound (Emerson)	82 South Water St.
Sound Aquaculture Center (Foote)	17 Sea St.
Sound (McNeil)	60 South Water St.
Sound (Thomas)	40 South Water St.
Wilbur Cross High School	181 Mitchell Drive
Elementary and K-8 Schools	Addresses
Barack Obama Magnet School	69 Farnham Ave.
Barnard Magnet School	170 Derby Ave.
Beecher School	100 Jewell St.
Betsy Ross Arts Magnet School	150 Kimberly Ave.
Bishop Woods School	1481 Quinnipiac Ave.
Brennan K. School	199 Wilmont Ave.
Celentano Museum Academy/Polly T. McCabe Center	400 Canner St.
C. Rogers School	200 Wilmont Ave.
Clemente Leadership Academy	360 Columbus Ave.
Clinton Ave. School	293 Clinton Ave.
Columbus Family Academy	255 Blatchley Ave.
Conte West Hills Magnet School	511 Chapel St.
Davis Street Magnet School	35 Davis St.
East Rock Magnet School	133 Nash St.
Edgewood Magnet School	737 Edgewood Ave.
Elm City Montessori School	495 Blake St.
Fair haven School	164 Grand Ave.
Hill Central Music Academy	140 DeWitt St.
W.Hooker Elementary School	180 Canner St.
W. Hooker Middle School	691 Whitney Ave.
Jepson Magnet School	15 Lexington Ave.
John C. Daniels Magnet School	569 Congress Ave.
John S. Martinez Magnet School	100 James St.
King/Robinson Magnet School	150 Fournier St.
Lincoln-Bassett School	130 Bassett St.
Mauro/Sheridan Magnet School	191 Fountain St.

Dr. Reginald Mayo Early Learning Center/ECAT	185 Goffe St.
Nathan Hale School	480 Townsend Ave.
Quinnipiac School	460 Lexington Ave.
Ross/Woodward School	185 Barnes Ave.
Strong School @ Mauro	130 Orchard St.
Troup School	259 Edgewood Ave.
Truman School/Truman Head Start Program	114 Truman St.
West Rock Author's Academy	311 Valley St.
Wexler/Grant School	55 Foote St.
Others	Addresses
Facilities & Maintenance Offices/Old Montessori school	375 Quinnipiac Ave.
Central Kitchen	75 Barnes Ave.
Gateway Center/NHPS BoE Central Offices	54 Meadow St.
The Shack/WRAA	333 Valley St.
Storage/ Conte New Light	21 Wooster Place
Floyd Little Fieldhouse	480 Sherman Parkway
Parish Hall/Betsy Ross	150 Kimberly Ave.
Old Strong/ Storage	69 Grand Ave.