



REQUEST FOR PROPOSALS

Invitation to Bid

The Town of Monroe (“Town”) hereby invites sealed proposals from qualified bidders for the following project/service:

RFP#/Department:	RFP #2025-08	PUBLIC WORKS	
Title:	TOWN WIDE TREE MAINTENANCE: REMOVAL AND PRUNING		
Department:	PUBLIC WORKS		
Release Date:	10/14/2025	@ 8:00 am	
Response Deadline:	10/29/2025	@ 10:00 am	
RFP documents may be obtained:	In Person: Monroe Town Hall Office of the First Selectman 7 Fan Hill Road Monroe, CT 06468 M-Th: 9:00am-4:00pm F: 9:00am-1:00pm	Electronically: www.monroect.gov Bidders shall be responsible for checking the Town website to obtain RFP addenda, if any to ensure compliance.	
RFP Opening Place:	Monroe Town Hall 7 Fan Hill Road Monroe, CT 06468	All Proposals shall be opened publicly and recorded in writing. There shall be no public reading of the RFP or Proposals.	
Key Dates:	Pre-Proposal Meeting	N/A	Mandatory ☐
	Site Visit	N/A	Mandatory ☐
	Interviews	N/A	
	Preliminary Notice of Award	Within sixty (60) days of Response Deadline	
	Contract Execution	Within ten (10) days of Notice of Award	
Proposal Instructions:	1. Proposals are subject to the Standard Instructions to Bidders attached hereto and incorporated herein by reference. 2. Proposals shall be submitted in a single sealed envelope clearly marked with the: (a) name and address of Bidder; (b) RFP # and Title; (c) Release Date/Time; and (d) Response Deadline. 3. Proposals shall consist of: one (1) original and two (2) hard copies. 4. The Town shall not accept any oral, facsimile or electronic Proposals. 5. The Town shall not accept any Proposals <u>received</u> after the Response Deadline, time being of the essence. 6. Proposals may not be withdrawn, cancelled or modified for ninety (90) calendar days after the opening date.		
Inquiries: (Written Only)	Procedural: Office of the First Selectman fs_office@monroect.gov	Technical: Chris Nowacki Director of Public Works cnowacki@monroect.gov	Consultant: N/A

RFP CHECKLIST

PROPOSAL FORMAT & SUBMISSION

The Bidder shall check one appropriate box for each corresponding line-item below and submit its bid with all documents fully completed and executed, where required, including this checklist.

Box Legend AE = Acknowledged & Enclosed / AW = Acknowledged & Withheld / NA = Not Applicable

A E	A W	N A	CHECK OFF EACH BOX ACKNOWLEDGING ATTACHED <u>OR</u> N/A and INDICATE # OF PAGES		# of Pages
☐	☐	☐	1.	Cover Letter (optional)	
☐	☐	☐	2.	RFP Checklist/Proposal Format & Submission	
☐	☐	☐	3.	Fee Proposal Form	
☐	☐	☐	4.	RFP Invitation to Bid	
☐	☐	☐		a. Standard Instructions to Bidders	
☐	☐	☐		b. Required General Contract Terms	
☐	☐	☐		c. Mandatory Insurance Requirements	
☐	☐	☐		d. Bidder's Non-Collusion Affidavit Form	
☐	☐	☐		e. Bidder's Legal Status Disclosure	
☐	☐	☐		f. Bidder's Statement of References	
☐	☐	☐		g. Bidder's List of Subcontractors	
☐	☐	☐		h. Addenda Nos. _____	
☐	☐	☐	5.	Scope of Work	
☐	☐	☐		a. Plans:	
☐	☐	☐		b. Specifications:	
☐	☐	☐		c. Other:	
☐	☐	☐	6.	Size, history and organizational structure of business, including project specific key personnel ("proposed project team"), including their relative education, experience and qualifications.	
☐	☐	☐	7.	A single-age narrative describing your approach to the project.	
☐	☐	☐	8.	A detailed project schedule and timeline.	
☐	☐	☐	9.	A statement of financial responsibility including all financial information sufficient to evidence the financial ability to perform and fund the entire cost of the project throughout the term.	
☐	☐	☐	10.	[Description]: _____	
☐	☐	☐		[Description]: _____	
☐	☐	☐		[Description]: _____	

END OF RFP CHECKLIST, PROPOSAL FORMAT AND SUBMISSION

STANDARD INSTRUCTIONS TO BIDDERS

1. **INTRODUCTION.** The Town is accepting sealed proposals from qualified bidders (“Bidder”) for the Work, as hereinafter defined. Interested parties shall submit a proposal in accordance with the requirements and directions contained in this RFP. This RFP is not an offer or contract, and the Town shall not be bound, nor shall any right accrue to any Bidder until a written Notice of Award has been issued to the successful Bidder by the First Selectman **and** a contract is executed by the parties, as approved by the Town Council.
2. **RIGHT TO AMEND OR TERMINATE THE RFP.** The Town reserves the right to amend or terminate this RFP, accept or reject any and all proposals, in whole or in part, to waive any informalities, deficiencies, omissions, excess verbiage, or technical defects in any proposal, to give preference to local businesses, and or to award a contract to the Bidder that it determines is in the Town’s best interest. The Town is not under any obligation to award to the lowest price proposal, but will purchase from the lowest, best qualified proposal meeting all selection criteria. Notice of any changes to the RFP shall occur by posting on the Town website at www.monroect.gov. Bidders shall be responsible for checking the Town website to obtain said changes or RFP addenda, if any, to ensure its proposals are submitted in compliance with the RFP as may be amended by any addenda. The Town reserves the right to negotiate fees with the selected Bidder.
3. **KEY DATES.** As set forth in the RFP cover page. All Key Dates are anticipated, not certain and remain subject to change without notice. Notice of any changes to the RFP shall occur by posting on the Town website at www.monroect.gov.
4. **PROPOSAL INSTRUCTIONS.** As set forth in the RFP cover page. The Town, in its sole discretion and without obligation, may accept proposals received after the Response Deadline. Proposal pricing must be submitted on the Fee Proposal Form included in this RFP, unless set forth the contrary, and shall be stated in both words and numbers. All forms submitted in response to the RFP, including without limitation, the Fee Proposal Form, must be executed by an individual with express written authorization from the Bidder, which authorization (e.g., Resolution or Consent) shall be included with the proposal. Any errors, alterations, or corrections on Fee Proposal Form shall be initialed.
5. **INQUIRIES.** As set forth in the RFP cover page. Bidders are prohibited from contacting any Town employee, officer, official, agent or volunteer (“Town Representative”) except as listed on the RFP cover page. All inquiries shall be submitted not less than ten (10) days prior to the Response Deadline. No statement by any Town Representative shall be effective to waive, amend or otherwise modify any of the provisions of this RFP. Noncompliance with the foregoing may result in disqualification of the Bidder and proposal.
6. **COMMUNICATION WITH BIDDER.** The Town reserves the right, at any time (before or after the opening of proposals) to communicate with any Bidder to clarify its proposal or to request additional information that the Town, in its sole discretion, deems desirable to evaluate the proposals.
7. **COSTS FOR PREPARING PROPOSAL.** All costs incurred in developing its proposal shall be the sole responsibility of the Bidder. The Town shall have no liability for such costs.
8. **OWNERSHIP OF PROPOSAL.** Upon submission to the Town, the proposal, and its attachments, shall become the Town’s property and shall not be returned to Bidder.
9. **PRE-PROPOSAL MEETING/SITE VISIT.** The Bidder shall visit and physically examine all property, real and personal, subject to the RFP, and thoroughly familiarize itself with all site conditions prior to submission of its proposal. If designated as such on the RFP cover page, attendance at all

scheduled Pre-Proposal Meetings and Site Visits is **mandatory**. Sign-in shall be required at the commencement of each meeting and or visit. No special arrangements or private tours shall be accommodated outside of the scheduled meeting. Noncompliance with the foregoing may result in disqualification of the Bidder and proposal.

10. **FREEDOM OF INFORMATION ACT.** All information submitted in response to this RFP is subject to disclosure under the Connecticut Freedom of Information Act, as may be amended and judicially interpreted. A Bidder's response may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A Bidder must identify the specific pages and portions of its proposal that contain the claimed Confidential Information by visibly marking same in bold red ink with "CONFIDENTIAL INFORMATION". Provided that the Bidder cooperates with the Town as described in this section, the Town shall make good faith efforts, to the extent permitted by law, to protect such Confidential Information from unauthorized disclosure. If the Town receives a request for a Bidder's Confidential Information, it will promptly notify the Bidder in writing of such request and provide the Bidder with a copy of any written disclosure request. The Bidder may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The Town may, in its sole discretion, choose to release the Confidential Information or withhold the same, in its sole discretion and without liability to the Bidder or any third party. Should the Town choose to withhold the Confidential Information on behalf of the Bidder, the Bidder shall indemnify, defend and hold the Town harmless from any complaint and damages which may arise from said nondisclosure, including but not limited to reasonable attorney's fees and costs for the defense of any matter before the Freedom of Information Commission. Notwithstanding the foregoing, the Town reserves the right to exempt responses to this RFP, and all records in connection with the contract award process, pursuant to C.G.S. 1-210 (b)(24).
11. **REQUIRED DISCLOSURES.** The Town reserves the right to reject any proposal which is incomplete, or which fails to include all submissions in form and substance as required by this RFP, including without limitation, all documents set forth on the Checklist. The Town reserves the right to reject any proposal and or disqualify any Bidder based upon the information provided in the proposal, which, in the sole discretion of the Town, renders the proposal or Bidder unqualified or otherwise not in the best interest of the Town.
12. **LEGAL STATUS/QUALIFICATIONS.** If a Bidder is a business entity, it must be registered and in good standing with the Office of the Connecticut Secretary of the State. The Town may request acceptable evidence of a Bidder's: (a) legal status; (b) that it has been regularly engaged in the business of such work as they propose to perform in response to this RFP; and (c) that they are fully prepared with the necessary capital, personnel, materials, tools and equipment, in order to fully perform the work to be contracted to the satisfaction of the Town and to begin work promptly when awarded.
13. **BIDDER'S REPRESENTATIONS.** The Bidder represents and acknowledges that it: (a) has received, read and understands this RFP, addenda, plans and specifications, if any; (b) is familiar with the project and scope of work associated therewith; (c) has been regularly engaged in the business of such work as they propose to perform in response to this RFP; (d) fully prepared with the necessary capital, personnel, materials, tools and equipment, in order to fully perform the work to be contracted to the satisfaction of the Town and to begin work promptly when awarded without exception or qualification, except as expressly stated in the proposal; (e) is familiar with and shall comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP; (f) has not colluded with any other person or entity in regard to any proposal submitted; (g) is not barred from proposing or performing work in any jurisdiction and, (dg if this RFP includes work to be performed to or upon Town property, has visited and physically examined the property and the surrounding territory,

and thoroughly familiarized itself with all conditions of the property, both natural and manmade, as well as all such above grade, at grade and subsurface conditions that may in any way affect the work to be done and labor and materials to be furnished for the proper completion of the work, before submission of this proposal with the understanding that any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

14. **INSURANCE.** The Bidder shall, at its own expense and cost, obtain and keep in force, at a minimum, the insurance set forth in the Mandatory Insurance Requirements, attached hereto and incorporated by reference into this RFP. The Town reserves the right to request from the Bidder a complete, certified copy of each required insurance policy. At least five (5) days before the contract is executed and prior to commencement of any work contemplated thereby, the Bidder shall provide the Town a certificate of insurance, executed by an authorized representative of the insurance company, in form and substance satisfactory to the Town. The Town reserves the right to reject insurance companies. Noncompliance with this article or the Mandatory Insurance Requirements may result in disqualification of the Bidder and proposal and termination of the contract. The Town reserves the right to withhold payment from the Bidder until evidence of satisfactory insurance has been received by the Town.
15. **SECURITY/BONDS.**
 - a. **Proposal Security/Bond.** Proposal security in the form of a certified check or bid surety bond issued by a bonding company licensed to do business in the State of Connecticut, is required in the amount of at least 5% of the total amount set forth on the Fee Proposal Form and shall be payable to the "Town of Monroe."
 - b. **Performance Security/Bond.** The successful Bidder shall, within seven (7) days after receipt of the Notice of Award, furnish the Town with a performance, labor and material payment bond in an amount not less than one hundred percent (100%) of the award, in form and substance satisfactory to the Town. The Town reserves the right to withhold payment from the Bidder until the evidence of performance security/bond in compliance with this article has been received by the Town.
 - c. **Additional Security/Bond-Non-Resident Contractors.** Non-resident contractors shall deposit with the Department of Revenue Services an additional sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid. If this security/bond is not deposited with the State, the Town shall deduct and submit 5% of the total contract value to the State.
 - d. **Acceptable Bond Companies.** All bonds shall be written by a surety company or companies licensed in the State of Connecticut and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town reserves the right to reject surety companies. If an approved surety bond cannot be provided, the bidder shall be deemed non-responsive. A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website at <https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>.
 - e. **Disqualification.** Noncompliance with Security/Bond requirements as set forth in this article shall result in disqualification of the Bidder and proposal.
16. **AWARD CRITERIA/PRELIMINARY SELECTION/CONTRACT EXECUTION.** The Town reserves the right to correct, after Bidder verification, any mistake in a proposal that the Town determines to be a clerical or scrivener's error. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town further reserves the right to award all or any portion of this RFP to any single or combination of separate Bidders or proposals.

The proposals will be evaluated by a Review Committee ("Committee") which will select the proposal that best meets the criteria set forth in the RFP and is in the best interests of the Town, including without limitation, the fee, proposal, the Bidder's understanding of the RFP requirements, approach and timeline; the locale of the Bidder's offices, personnel and staffing; the Bidder's personnel and staffing, resources, experience, references, capabilities, past performance; and any other criteria it determines relevant and in its best interests. The Town may reject any Bidder if, in the sole judgment of the Town, the Bidder's past performance gives rise to a substantial risk that the Bidder may not provide satisfactory performance. The Town reserves the right to pursue or reject any and all proposals, in whole or in part, to give preference to local businesses, and to pursue any proposal deemed to be in the best interests of the Town, notwithstanding it may not be the lowest Bidder. The Town is not under any obligation to award a contract to the lowest Bidder.

If interviews are deemed necessary, a short list of Bidders will be developed and specific information required for the interviews will be provided to Bidders at the time of notification.

The Town shall not award the proposal to any person or business (including any person or business under common control with any Bidder) that is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation or, whom, in the discretion of the Town, has been so within the prior five (5) years on a material obligation.

The Town will issue a Preliminary Notice of Award. The Preliminary Notice of Award may be subject to further negotiations with the Bidder. The making of a preliminary award to a Bidder does not provide the Bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A Bidder has rights, and the Town has obligations, only if and when a formal Contract is executed by the Town and the Bidder, as approved by the Monroe Town Council.

If the Bidder fails to provide all required documents and execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the Bidder and may enter into discussions with another Bidder.

17. **EXCEPTION TO SPECIFICATIONS.** No protest regarding the validity or appropriateness of any portion of the RFP, its addenda, plans or specifications will be considered, unless the protest is filed in writing with the Town prior to the Response Deadline. All proposals rendered shall be considered satisfactory and compliant with any specifications unless exceptions are noted on a separate page dated and signed by the Bidder.
18. **LIST SUBCONTRACTORS.** Prior to entering into any subcontract agreement for the work described in the contract, the Bidder shall provide the Town with written notice of the identity (full legal name, business address and telephone number) of each proposed subcontractor on the List of Subcontractors provided. The Town may object to any proposed subcontractor by providing the Bidder with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractors, whereupon the Bidder shall not use any such subcontractor for any portion of the work described in the contract.
19. **LIST OF REFERENCES.** The Bidder shall disclose to the Town a list of at least three (3) references (full legal name, business address and telephone number) for past performance on similar projects of comparable size and scope within the last five (5) years.

20. **SELECTION CRITERIA.** Bidder will be evaluated by the Committee based on the following criteria:
- a. Demonstrated specialized experience and competence in providing the services outlined in this RFP document.
 - b. Examples of past performance on similar services and references for services of comparable size and scope within the last five (5) years.
 - c. Competitiveness of the fee proposal and the capacity and capability to complete all work on-time and within budget.
 - d. The knowledge of the Bidder and its relative experience with municipalities and public sector entities in the State of Connecticut.
 - e. Suggestions for improvement, innovation, efficiency and fiscal economy relative to the project.
 - f. Quality of submission and understanding of the project requirements, including timeline, budget and scope of work.
 - g. The Committee will individually review and rank each proposal based on the criteria outlined in the RFP document.
 - h. After the opening of the proposals, one or more Bidder may be asked to provide additional information, to meet with the Committee to discuss their proposal, or to address such other issues as deemed in the best interests of the Town.
 - i. The Committee will meet to discuss Bidder's experience, credentials and qualifications, including its personnel.
 - j. The Committee may short-list Bidders for interview in order to clarify qualifications and verify its evaluation.
 - k. No additional services or significant changes to the proposals during the interview will be entertained.
 - l. The Town reserves the right to amend or terminate this RFP, accept or reject any and all bids, in whole or in part, to waive any informalities, deficiencies, omissions, excess verbiage, or technical defects in any proposal, to give preference to local businesses, and to award a contract to the Bidder that it determines is in its best interest.
 - m. The Town reserves the right to negotiate fees with the selected Bidder.
21. **TAX EXEMPTION.** The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes per Federal Tax Exempt #06-6002038 and Conn. Gen. Stat. Chapter 219, § 12-412(1), as may be hereafter amended. No exemption certificates are required, and none will be issued.
22. **REQUIRED BID LANGUAGE FOR STATE-FUNDED PROJECTS.** The Bidder who is selected to perform this State project must comply with CONN. GEN. STAT. §§4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.
- State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS

certified Minority, Women and/or Disabled owned businesses.) The Bidder must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the Bidder must file a written or electronic project-specific Set-Aside Plan (“SAP”) or Affirmative Action Plan (“AAP”) as well as completion of other filing requirements as required by and with the Commission on Human Rights and Opportunities.

The Bidder must include in its proposal a fully completed Notification to Bidders/Contract Compliance Monitoring Report.

Forms can be found at: <https://portal.ct.gov/chro/contractcompliance/contractcompliance/contract-compliance-forms-and-reports>

23. **SECURITY/BONDS-IN LIEU.** Pursuant to Conn. Gen. Stat. § 4a-60g(i), Bidder may, in lieu of a performance, bid, labor and materials or other required bonds, provide a letter of credit in an amount equal to ten percent (10%) of the contract for any contract that is less than one hundred thousand dollars (\$100,000) and in an amount equal to twenty five percent (25%) of the contract for any contract that exceeds one hundred thousand dollars (\$100,000) one hundred thousand dollars.
24. **AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER.** The Town is an affirmative action/equal opportunity employer and encourages the participation of legitimate minority business enterprises as bidders, Bidders, subcontractors and suppliers of materials for this project.

END OF STANDARD INSTRUCTIONS TO BIDDERS

REQUIRED GENERAL CONTRACT TERMS

The following provisions are mandatory terms which shall be incorporated into the Town's contract with the successful Bidder.

1. **LIABILITY OF BIDDER/DEFENSE, HOLD HARMLESS AND INDEMNIFICATION.** The Bidder shall safely guard the Town's property from injury or loss in connection with its performance of the work set forth in the RFP and this contract. The Bidder shall take all responsibility for the work and take precautions for preventing injuries to persons and property in or about the work. The Bidder shall, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, jointly and severally, and in their fiduciary and individual capacity, (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees and costs, arising out of or relating, directly or indirectly, to the Bidder's acts or omissions relative to the performance of the work, the RFP and the Contract. The Bidder's obligations under this section shall not be limited in any way by any limitation on the amount or type of the Bidder's insurance.

In any and all claims against the Town Indemnified Parties made or brought by any employee or agent of the Bidder, or anyone directly or indirectly employed or contracted with by the Bidder, or anyone for whose acts or omissions the Bidder is or may be liable, the Bidder's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the Bidder under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The Bidder shall pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the Bidder's obligations under this section. The Bidder's obligations under this section shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, the Town shall NOT defend, indemnify, or hold harmless the Bidder.

2. **NO ASSIGNMENT/SUBCONTRACTING.** No rights under the RFP, award or any contract may be assigned or transferred without the consent of the Town. The Bidder may only propose to enter into a subcontract agreement for any work described in the contract with a subcontractor set forth on the List of Subcontractors submitted with the proposal. The Bidder shall provide the Town with written notice of its intention to enter a contract with listed subcontractor whereupon the Town shall have seven (7) business days from receipt of said notice to object. Upon notice of objection, the Bidder shall not use that subcontractor for any portion of the work described in the Contract. All subcontractors shall be subject to the same terms and conditions as the Bidder and notwithstanding any permitted subcontracting the **Bidder shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract** and for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s). The Bidder shall promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law.
3. **W-9 FORM.** The Bidder shall provide the Town with a completed W-9 form contemporaneous with Contract execution.
4. **PAYMENT.** Except as otherwise set forth in the contract, the Town shall endeavor to make payment

within thirty days (30) after the last to occur of: delivery of the item; acceptance of the work; or receipt of a properly completed invoice/pay requisition. All requisitions for payment shall include certified payrolls from the Bidder. For projects that do not require a performance or proposal bond, the Town reserves the right to retain five percent (5%) of the total contract amount, which shall be payable ninety (90) days after the last to occur of final payment or acceptance of the work by the Town. The Bidder shall provide the Town with proof of payment and subcontractor lien waivers contemporaneously with each requisition submitted to the Town and as a condition of any payment obligation of the Town.

5. **PERFORMANCE OF THE WORK.** The Bidder shall perform all work and furnish all equipment, materials, tools, and appliances necessary or proper to comply with its obligations pursuant to the contract, including the RFP, addenda, plans, specifications and other directives of the Town, as may be given from time to time during the progress of the work, to the satisfaction of the Town and in accordance with and for the consideration herein agreed upon. The Bidder shall perform the work in an first class manner and so as not to interfere with or willfully annoy employees and officials of the Town. The Bidder shall employ only competent employees trained/certified/licensed to perform the work. The Bidder shall forthwith and forever discharge from the work any employee whom, in the Town's opinion, is, incompetent, unfaithful, disorderly, or otherwise unsatisfactory to the Town.
6. **TOWN INSPECTION OF WORK.** The Town reserves the right to and may at all reasonable times inspect the Bidder's work. This right of inspection is solely for the Town's benefit and shall not join the Town in any responsibility for discovering patent or latent defects. The Bidder has the sole and exclusive responsibility for performing the work in accordance with the Contract.
7. **REJECTION OF WORK.** The Bidder, at its sole cost and expense, shall remove from the Town's property all materials, items, commodities and/or work which do not conform to the contract or have or will result in inferior or unsatisfactory work, within forty-eight (48) hours of the Town's notice of rejection, except where safety or health issues are present whereupon immediate removal may be demanded by the Town. The Bidder shall forthwith replace and correct all rejected materials, items, commodities and/or work in the direction of the Town and to its reasonable satisfaction. The Bidder's failure to timely comply with any notice pursuant to this section shall be deemed default of the contract.
8. **GUARANTEE OF THE WORK.** The Bidder hereby guarantees for a minimum period of one (1) year from the date of the Town's final acceptance of all the work as substantially complete, all equipment, materials, and work performed against defective material and workmanship. The cost of all labor, materials, shipping charges, and other expenses in conjunction with the replacement of defective or unsatisfactory work, equipment, or materials shall be borne by solely the Bidder. Upon written notice from the Town, the Bidder, at its sole cost and expense, shall forthwith remedy any and all defects in materials or workmanship resulting from work done under this contract and repair any damage to any property caused by the Bidder incidental to this work, in strict compliance with direction from the Town.
9. **NONDISCRIMINATION/AFFIRMATIVE ACTION.** The Bidder shall not discriminate or permit discrimination in any manner prohibited by the laws of the United States or the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, gender identity, mental retardation, mental or physical disability or veteran status, in their employment practices, in any contractual arrangements, in all service and accommodation they offer to the public, and in any of their business operations.

The Bidder shall comply with all provisions of federal and state discrimination laws including without limitation, the Civil Rights Act of 1964 and the Equal Employment Opportunity Act of 1972. Executive order #11246 inclusive of all its amendments thereto relative to equal employment opportunities and implementation rules and regulations of the Department of Labor and equal employment opportunities are incorporated herein by specific reference.

Any violation of these provisions shall be considered a material violation of the contract and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the contract and may result in ineligibility for further Town contracts.

10. **COMPLIANCE WITH IMMIGRATION LAWS/AUTHORIZATION TO WORK.** The Bidder confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors, and other personnel it provides under this Contract are authorized for employment in the United States. The Bidder further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The Bidder agrees to hold harmless and indemnify the Town in the event that any of the employees, independent contractors, and other personnel provided by the Bidder are found to be unauthorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Bidder. The Bidder agrees to indemnify, defend and hold the Town harmless against any claims brought against the Bidder or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs. The Bidder's obligations under this section shall survive the termination or expiration of the Contract.
11. **CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP.** If the Bidder ceases to exist or operate, dissolves as a business entity, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town may terminate the contract effective immediately whereupon the Town, may, in its sole discretion as it deems appropriate and without prior notice to the Bidder, make arrangements with another person or business entity to complete the performance of the contract without waiver and with full reservation of the Town's rights to enforce all of its rights at law, in equity and or under the contract.
12. **INDEPENDENT CONTRACTOR STATUS/NON-EMPLOYMENT RELATIONSHIP.** The Town and the Bidder are independent parties. Nothing contained in the contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the contract. The Bidder understands and agrees that it is not entitled to employee benefits, including but not limited to workers' compensation and employment insurance coverage, and disability. The Bidder shall be solely responsible for any applicable taxes attributable to the contract or its performance of the work thereunder.
13. **COMPLIANCE WITH LAWS; PERMITS.** All applicable federal, state, and local laws, rules and regulations, codes and orders of governmental bodies having jurisdiction over the locality of the project shall apply to the contract, are deemed to be included herein, and shall be strictly complied with by the Bidder. The Bidder shall indemnify and hold the Town harmless from and against all damages that may be assessed against the Town on account of the Bidder's noncompliance including but not limited to,

settlement fees, judgments and attorneys' fees and costs. The Bidder shall, at its own expense, obtain all permits and approvals from all such governmental bodies as may be required for the performance of the contract, and shall notify the Town in writing within twenty-four (24) hours of the loss or suspension of any such approval or permit. Should the total amount of the project, including any current or future change orders, exceed \$100,000.00, all work shall be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us.

The Bidder confirms compliance with the Davis-Bacon and Related Acts, which apply to contractors and subcontractors performing federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>.

The Town shall apply the most current wage decision applicable at the time of delivery of the Notice of Award. The Bidder certifies that all equipment shall comply with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The Bidder further certifies that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards.

14. **RIGHT OF TOWN TO TERMINATE CONTRACT.** Should the Town, at any time, be of the opinion that: (i) the Bidder has or is willfully violating any of the conditions of this contract; (ii) is not performing the contract in good faith; (iii) the work is unnecessarily delayed and may not be finished within the prescribed contract time; or (iv) the work to be done under this contract has been abandoned, then the Town may provide written notice to the Bidder (and or Surety) demanding the Bidder correct the unsatisfactory conditions within five (5) business days. Should the Bidder fail to correct, or take such measures as will, in the sole judgment of the Town, correct the unsatisfactory conditions and ensure the timely completion of the work, the Town may order the discontinuance of all or any portion of the work whereupon the Bidder shall cease to continue said work. The Town may, in its discretion, thereafter, make arrangements with another person or business entity to complete the performance of the contract without waiver and with full reservation of the Town's rights to enforce all of its rights at law, in equity and or under the contract. The new contractor may use such materials, tools, and appliances found upon the property or to procure other materials, tools, and appliances for the completion of the work and charge the expenses of said labor, materials, tools, and appliances to the Bidder; and the expense so charged shall be deducted and paid by the Town out of such money as may be then due, or may at any time thereafter grow due to the Bidder under and by virtue of this contract, or any part thereof; and in case the expense so charged is less than the sum which would have been payable under this contract if the same had been completed by the Bidder, the Bidder shall be entitled to receive the difference; and in case greater, the Bidder shall pay amount of such excess so due.
15. **APPLICABLE LAW AND FORUM.** Except as provided herein, this contract shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of law principles. The Parties submit to personal jurisdiction in and for the Connecticut Superior Court for the Judicial District of Fairfield at Bridgeport and hereby waive all objections to same as the place of venue.

16. **HEADINGS AND CAPTIONS.** The headings and captions inserted into this contract are for convenience only and in no way define, limit or otherwise describe the scope or intent of this contract, or any provision hereof, or in any way affect the interpretation of this contract.
17. **MISC. REPRESENTATIONS.** The Bidder represents:
- a. that it, nor any of its officers, directors, members, partners or other person or business who has administrative or managerial control of the Bidder:
 - i. is currently in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation or has been so within the prior five (5) years;
 - ii. has secured the contract without collusion or fraud;
 - iii. are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from proposing or performing work in any jurisdiction.
 - b. that no officer or employee of the Town, nor any member of the immediate family of any such person, has or shall have a financial interest in the performance of the work or business to which it relates, or in any portion of the profits thereof, except as permitted by the Town Code of Ethics, which may be found at <https://ecode360.com/12124160>.
 - c. that it shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval; and,
 - d. that it shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the contract or until all pending Town, state and federal audits are completed, whichever shall last occur. Such records shall be available for examination and audit by Town, state and federal representatives upon request during that time.
18. **REQUIRED NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS FOR STATE-FUNDED PROJECTS.**
- (A) (1) The Bidder agrees and warrants that in the performance of the contract such Bidder will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Bidder that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Bidder further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Bidder that such disability prevents performance of the work involved; (2) The Bidder agrees, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities; (3) The Bidder agrees to provide each labor union or representative of workers with which such Bidder has a collective bargaining agreement or other contract or understanding and each vendor with which such

Bidder has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Bidder's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Bidder agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) The Bidder agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Bidder as relate to the provisions of this section and section 46a-56.

(B) If the contract is a public works contract, municipal public works contract or contract for a quasi public agency project, the Bidder agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(C) For the purposes of this section, "contract" includes any extension or modification of the contract, "Bidder" includes any successors or assigns of the Bidder, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each Bidder is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(D) For the purposes of this section, "minority business enterprise" means any small Bidder or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a REV. 20220808 minority, as such term is defined in subsection (a) of section 32-9n of the Connecticut General Statutes; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(E) The Bidder shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.

(F) The Bidder shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor,

vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Bidder shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a56; provided, if such Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the Bidder may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter. The successful Bidder shall comply with all provisions of federal and state discrimination laws including without limitation, the Civil Rights Act of 1964 and the Equal Employment Opportunity Act of 1972.

The Bidder shall complete and to the extent necessary, cooperate with the Town to complete and shall submit all forms and documentation with and as deemed necessary and required by and with the Commission on Human Rights and Opportunities.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

19. **PREVAILING WAGES-ADDITIONAL TERMS AND CONDITIONS.**

This section shall apply to any public works project for which the total cost for all work by all Bidders and subcontractors is, at least (i) \$100,000 for remodeling, refinishing, refurbishing, rehabilitation, alternation, or repairs; or (ii) \$1,000,000 for new construction.

The Bidder/Bidder hereby acknowledges and affirms that this is a prevailing wage rates project and is subject to all requirements as may be imposed by the Connecticut Department of Labor, including without limitation, the provision of Certified Payroll to the Town. The Bidder shall perform the Work in strict compliance with the provisions of Connecticut General Statutes § 31-53 et seq. ("Connecticut Prevailing Wage Laws").

The Bidder/Bidder further acknowledges that the wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Gen. Stat. Ann. § 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town of Monroe. Any Bidder who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

20. **PERFORMANCE CONTRACT BOND AND PAYMENT BOND.** In conformance with Connecticut General Statutes § 49-41a, as may be amended from time to time, the Bidder shall:

(A) within thirty (30) days after payment to the Bidder by the Town or State, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when charges for such labor or materials have been included in a payment estimate paid by the Town or State; and

(B) include in each of its subcontracts, a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days

after such subcontractor receives a payment from the Bidder which encompasses labor or materials furnished by such subcontractor.

(C) include a statement with each payment requisition showing the status of all pending construction change orders, other pending change directives and approved changes to the original contract or subcontract. Such statement shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed. As used in this section, “pending construction change order” or “other pending change directive” means an authorized directive for extra work that has been issued to a Bidder or a subcontractor.

If the Bidder believes that it has a valid reason for withholding payment for particular work or materials from a subcontractor or supplier, then the Bidder, within thirty (30) days of receiving payment from the Town or State for that work or materials, shall notify the subcontractor or supplier, the Town and State of its reasons for withholding payment.

21. **SELF PERFORMANCE.** It is required that the prime Bidder self-perform a minimum of 50% of the total contract value with his own organization.
22. **ADDITIONAL CONTRACT PROVISIONS.** The provisions set forth in that certain document entitled “Construction Contracts – Required Contract Provisions (State Funded Only Contracts) revised June 2024” are incorporated herein by reference and may be referenced at: [Construction Contracts – Required Contract Provisions \(State Funded Only Contracts\) revised June 2024.](#)
23. **LIQUIDATED DAMAGES.** Time is of the essence for this project. The Bidder shall pay the Town ONE THOUSAND FIVE HUNDRED AND 00/100 (\$1,500.00) DOLLARS for each day that expires after the time specified for substantial completion of the project.
24. **STATE GRANT AGREEMENT.** A copy of the State Grant Agreement, if any, is attached hereto and the terms and conditions set forth therein are incorporated by reference herein.

END OF REQUIRED GENERAL CONTRACT TERMS

MANDATORY INSURANCE REQUIREMENTS

1. Without limiting its liability, the Bidder shall provide and maintain in full force and effect at all times until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years, insurance coverage related to its services in connection with the work in compliance with the following requirements.
2. The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state, and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Town from requiring additional limits and coverage to be provided under the Bidder's policies.
3. Minimum Scope and Limits of Insurance:
 - a. **Worker's Compensation and Employers Liability Insurance.**
 - i. In accordance with the requirements of the laws of the State of Connecticut.
 - ii. \$500,000 Employer Liability each accident/each employee by disease.
 - b. **Commercial General Liability Insurance.**
 - i. Bodily Injury, Personal Injury and Property Damage- \$1,000,000 each occurrence/\$2,000,000 aggregate.
 - ii. Products/Completed Operations- \$1,000,000 each occurrence/\$2,000,000 aggregate.
 - c. **Automobile Liability Insurance-** A combined single limit of 1,000,000. This policy shall include all liability of the Bidder arising from the operation of all self-owned motor vehicles used in the performance of the contract; and shall also include a "non-ownership" provision covering the operation of motor vehicles not owned by the Bidder, but used in the performance of the work, and rider CA9948 or equivalent.
 - d. **Cyber Liability Insurance-** \$1,000,000 each occurrence/\$1,000,000 aggregate.
 - e. **Professional/Errors and Omissions Insurance-** \$1,000,000 each occurrence/ \$2,000,000 aggregate.
 - f. **Umbrella/Excess Liability Insurance-** \$3,000,000 each occurrence/\$3,000,000 aggregate. Such coverage must follow form over Worker's Compensation, Commercial General Liability, Pollution Liability and Automobile Liability.
4. **Indemnification:** The Bidder shall defend, indemnify and save harmless the Town and its officers, agents, servants, officials, employees, volunteers, boards and commissions from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses of any nature, including but not limited to attorneys' fees, on account of bodily injury, sickness, disease, death or any other damages or loss sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the Bidder, its officers, agents, servants or employees, any of its sub-contractors, the Town, any of its respective officers, agents, servants, officials, employees, volunteers, boards and commissions and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or

fraudulent, and the Bidder shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Bidder shall not be required to indemnify the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, other than supervisory acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, in connection with the work called for in the contract.

5. **“Tail” Coverage:** If any of the required liability insurance is on a claims-made basis, "tail" coverage will be required at the completion of this contract for a duration of 36 months, or the maximum time period reasonably available in the marketplace. The Bidder shall furnish certification of "tail" coverages described or continuous "claims made" liability coverage for 36 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this contract. If continuous "claims made" coverage is used, the Bidder shall be required to keep the coverage in effect for duration of not less than 36 months from the end of the contract.
6. **Acceptability of Insurers:** The Bidder's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an A.M. Best rating of A- XV or otherwise acceptable by the Town.
7. **Subcontractors:** The Bidder shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance/Fiduciary Liability, unless Errors and Omissions/Professional Liability/Fiduciary Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to and approved by the Town prior to the commencement of work, as required herein.
8. **Aggregate Limits:** The Bidder shall notify the Town when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Bidder shall reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Bidder.
9. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to, and approved by, the Town. All deductibles or self-insured retentions are the sole responsibility of the Bidder to pay and/or to indemnify. Under no circumstances will the Town be responsible for paying any deductible or self-insured retentions related to this contract.
10. **Notice of Cancellation or Non-renewal:** Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Town, (provided ten (10) days' prior written notice shall be sufficient in the case of termination for nonpayment).
11. **Waiver of Governmental Immunity:** Unless requested otherwise by the Town, the Bidder and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.
12. **Additional Insured:** The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers Compensation, if included, required for the performance of the contract shall include the Town as Additional Insured. Coverage shall be primary and non-contributory with any other insurance and self-insurance and contain no special limitations on the scope of protection afforded to the Town. The Town and/or its representative retain the right to make inquiries to the Bidder, its agents or broker and insurer directly.
13. **Waiver of Subrogation:** A waiver of subrogation in favor of the Town.

14. **Waiver/Estoppel:** Neither approval by the Town nor failure to disapprove the insurance furnished by the Bidder shall relieve the Bidder of its full responsibility to provide insurance as required under this contract.
15. **Bidder's Insurance Additional Remedy:** Compliance with the insurance requirements of this contract shall not limit the liability of the Bidder or its sub-contractors/firms, employees or agents to the Town or others. Any remedy provided to the Town shall be in addition to, and not in lieu of, any other remedy available under this contract or otherwise.
16. **Certificate of Insurance:** As evidence of the insurance coverage required by this contract, the Bidder shall furnish Certificate(s) of Insurance to the Town prior to the award of the contract if required by the RFP, but in all events prior to Bidder's commencement of work under this contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time. All insurance documents required should be mailed to:

Office of the First Selectman

Town of Monroe

7 Fan Hill Road,

Monroe, CT 06468

17. The term "Bidder" shall include their respective agents, representatives, employees, and subcontractors, and their respective agents, representatives, and employees; and the term "Town" shall include their respective officers, agents, servants, officials, employees, volunteers, boards, commissions, authorities, and committees.

END OF MANDATORY INSURANCE REQUIREMENTS

BIDDER'S FEE PROPOSAL FORM

1. I, _____, the duly authorized _____
(Print Name of Individual) (Print Title)
of _____ ("Bidder"),
(Print Name of Bidder)

having received and reviewed all the RFP documents as set forth on the checklist, hereby propose the following fee which shall be the guaranteed maximum price (Part I + Part II):

PART I. TREE REMOVAL (takedown work)

<u>Removal Rate</u> <u>Tree Dimension</u>	<u>Estimated</u> <u>Quantities</u>		<u>Proposed</u> <u>Price</u>		<u>Extended</u> <u>Price</u>
Up to a 4" DBH Tree		x	Per Tree \$_____	=	\$_____
4.01"-10"	3	x	Per Tree \$_____	=	\$_____
10.01"-14"	13	x	Per Tree \$_____	=	\$_____
14.01"-18"	18	x	Per Tree \$_____	=	\$_____
18.01"-22"	19	x	Per Tree \$_____	=	\$_____
22.01"-24"	5	x	Per Tree \$_____	=	\$_____
24.01"-30"	10	x	Per Tree \$_____	=	\$_____
30.01"-36"	3	x	Per Tree \$_____	=	\$_____
36.01"-42"		x	Per Tree \$_____	=	\$_____
42.01"-48"	2	x	Per Tree \$_____	=	\$_____
48.01"-54"	2	x	Per Tree \$_____	=	\$_____
54.01"-60"		x	Per Tree \$_____	=	\$_____

PART I. TOTAL TAKEDOWN PRICE: (Total of Extended Values) \$_____

TOTAL TAKEDOWN PRICE (written out in words)

PART II. NON-TAKEDOWN WORK
(pruning, trimming, cabling, stump grinding, etc.)

<u>LABOR</u>	<u>Estimated Hours</u>	<u>Proposed Hourly Rate</u> (Applies to regular & emergency work)	<u>Extended Price</u>
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Crew Rate (For non-take down work, and includes a crew chief, climber and groundsmen)	40 Hrs. x \$	_____	\$ _____
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<i>Part I. Total Takedown Price (from previous page)</i>	\$ _____
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<i>Part II. Total Non-Takedown Price (above)</i>	\$ _____
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<i>TOTAL PROPOSAL PRICE (Total of Part I + Part II)</i>	\$ _____
--	----------

TOTAL PROPOSAL PRICE (written out in words)

Additional Required Pricing Information:

Crew Chief Climber	\$ _____	} These rates will be } used to add to or } subtract from “crew } rates” where man- } power is otherwise } inconsistent with } these specifications.
Climber	\$ _____	
Groundsmen	\$ _____	

EQUIPMENT

Aerial Lift-50 ft working distance, chip Truck & chipper	<u>Included in above crew price</u>
--	-------------------------------------

Whole tree chipper-14” log capacity	\$ _____ per day
-------------------------------------	------------------

\$ _____ per half day

These rates will apply to emergency work as well as regular work.

2. **ACKNOWLEDGEMENT.** In submitting this Fee Proposal Form, the undersigned Bidder acknowledges that the Total Proposal set forth above is all-inclusive and the guaranteed maximum price, including without limitation, all labor, materials, transportation, hauling, fees, insurances, bonds/ letters of credit, profit, security, permits and licenses, and any and all other costs required to complete the work set forth in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for the products and/or services called for in the RFP.

3. **REQUIRED DISCLOSURES.**

a. **Exceptions to/Clarifications of/Modifications of the RFP**

☐ This proposal **does not** take exception to or seek to clarify or modify any requirement of the RFP, including without limitation, the Plans, Specifications, or Required Contract Terms as set forth in this RFP. **The Bidder agrees to each requirement, term, provision and condition of this RFP.**

OR

☐ This proposal **does** take exception to or seeks to clarify or modify certain of the RFP requirements, including the Required Contract Terms.

Attached is a sheet fully describing each such exception.

b. **State Debarment List**

Is the Bidder on the State of Connecticut's Debarment List?

☐ Yes ☐ No

c. **Occupational Safety and Health Law Violations**

Has the Bidder, including any person or business in which it has an interest or in which it has any common control: (i) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three (3) year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction); or (ii) received one or more criminal convictions related to the injury or death of any employee in the three (3) year period preceding the proposal?

☐ Yes ☐ No

If "yes," attach a sheet fully describing each such matter.

d. Arbitration/Litigation

Has either the Bidder, including any person or business in which it has an interest or in which it has any common control, or any of its principals (regardless of place of employment), been involved for the most recent ten (10) years in any pending or resolved arbitration, litigation or disciplinary action whether pending or resolved?

☐ Yes ☐ No

If “yes,” attach a sheet fully describing each such matter.

e. Criminal Proceedings

Has either the Bidder, including any person or business in which it has an interest or in which it has any common control, or any of its principals (regardless of place of employment), ever been the subject of any criminal proceedings?

☐ Yes ☐ No

If “yes,” attach a sheet fully describing each such matter.

f. Ethics and Offenses in Public Projects or Contracts

Has either the Bidder, including any person or business in which it has an interest or in which it has any common control, or any of its principals (regardless of place of employment), ever been found to have violated any federal, state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts with any governmental body?

☐ Yes ☐ No

If “yes,” attach a sheet fully describing each such relationship.

g. No Conflict of Interest

Is the Bidder aware of any personal or business relationship between a Town officer, employee or volunteer and an officer, director, member, manager or partner of the Bidder that could be regarded as creating a conflict of interest?

☐ Yes ☐ No

If “yes,” attach a sheet fully describing each such matter.

h. Binding Effect.

The undersigned is an authorized representative of the Bidder and hereby acknowledges that the proposal and accompanying documents shall be valid and binding upon the Bidder for a period of not less than ninety (90) days from the Response Deadline.

☐ Yes

☐ No

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A DULY AUTHORIZED PRINCIPAL, OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL (“BIDDER”). SIGNATURE BELOW CONSTITUTES THE BIDDER’S REPRESENTATION THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

Print Bidder’s Full Legal Name

By:

Signature

Date

Print Name and Title

24 Hour Telephone

END OF BIDDER’S FEE PROPOSAL FORM

BIDDER’S NON-COLLUSION AFFIDAVIT

The undersigned Bidder, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

1. the proposal is genuine, not collusive nor a sham proposal;
2. the Bidder developed the proposal independently and submitted it without collusion and without any agreement, understanding, communication or planned common course of action with any other person or entity designed to limit independent competition;
3. the Bidder has not communicated the contents of its proposal to any person not an employee or agent of the Bidder and will not communicate its proposal to any such person prior to the official opening of the proposal; and,
4. no elected or appointed official or other officer or employee of the Town of Monroe is directly or indirectly interested in the Bidder’s proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned Bidder further certifies that this affidavit is executed for the purpose of inducing the Town of Monroe to consider its proposal and make an award in accordance therewith.

(Print Bidder’s Full Legal Name)

By: _____
(Signature) (Date)

(Print Name and Title)

Subscribed and sworn to before me, the undersigned Notary Public, this ____ day of _____, 2025.

Notary Public
My Commission Expires:

END OF NON-COLLUSION AFFIDAVIT

BIDDER'S LEGAL STATUS DISCLOSURE

Each Bidder must complete the applicable section below, attaching a separate sheet if additional space is required.

For purposes of this disclosure, “permanent place of business” means an office continuously maintained, occupied and used by the Bidder’s employees to carry on the Bidder’s business in the Bidder’s own name. An office maintained, occupied and used by a Bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a Bidder will not be considered a permanent place of business of the Bidder.

Business Structure: ☐ **Sole Proprietorship** ☐ **Partnership**
 ☐ **Limited Liability Company** ☐ **Corporation**

Bidder’s Full Legal Name: _____

Trade Name(s) (DBA): _____

Business Address: _____

Mailing Address: _____

Number of years engaged in business under business name or trade name: _____

The Bidder scope of business is primarily (check one): ☐ local ☐ regional ☐ national ☐ international

Does the Bidder have a “permanent place of business” in Connecticut, as defined above?

☐ Yes ☐ No

If yes, please state the address: _____

If a Sole Proprietorship:

Owner’s Name: _____

Owner’s Home Address: _____

If a Partnership:

List the Name, Title, Ownership Interest and Address of each Partner

Name/Title/Interest: _____

Home Address: _____

Name/Title/Interest: _____

Home Address: _____

If a LLC:

List the Name, Title, Ownership Interest and Address of each Member:

Name/Title/Interest: _____

Home Address: _____

Name/Title/Interest: _____

Home Address: _____

Name/Title/Interest: _____

Home Address: _____

Name/Title/Interest: _____

Home Address: _____

If a Corporation:

List the Name, Title, Ownership Interest (if any) and Address of each Director and Officer:

Name/Title/Interest: _____

Home Address: _____

Name/Title/Interest: _____

Home Address: _____

Name/Title/Interest: _____

Home Address: _____

Name/Title/Interest: _____

Home Address: _____

Name/Title/Interest: _____

Home Address: _____

Name/Title/Interest: _____

Home Address: _____

END OF STATEMENT OF BIDDER'S STATUS LEGAL DISCLOSURE

BIDDER'S STATEMENT OF REFERENCES

Provide at least three (3) references and samples of the work performed:

1. BUSINESS NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
EMAIL: _____ PHONE: _____
CONTACT NAME: _____ TITLE: _____

2. BUSINESS NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
EMAIL: _____ PHONE: _____
CONTACT NAME: _____ TITLE: _____

3. BUSINESS NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
EMAIL: _____ PHONE: _____
CONTACT NAME: _____ TITLE: _____

4. BUSINESS NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
EMAIL: _____ PHONE: _____
CONTACT NAME: _____ TITLE: _____

5. BUSINESS NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
EMAIL: _____ PHONE: _____
CONTACT NAME: _____ TITLE: _____

END OF STATEMENT OF REFERENCES

BIDDER’S LIST OF SUBCONTRACTORS

List all subcontractors which you intend to work on the project (add additional pages if required):

1.

BUSINESS NAME:

ADDRESS:

CITY, STATE, ZIP:

EMAIL:

PHONE:

CONTACT NAME:

TITLE:

PROPOSED WORK:

2.

BUSINESS NAME:

ADDRESS:

CITY, STATE, ZIP:

EMAIL:

PHONE:

CONTACT NAME:

TITLE:

PROPOSED WORK:

3.

BUSINESS NAME:

ADDRESS:

CITY, STATE, ZIP:

EMAIL:

PHONE:

CONTACT NAME:

TITLE:

PROPOSED WORK:

4.

BUSINESS NAME:

ADDRESS:

CITY, STATE, ZIP:

EMAIL:

PHONE:

CONTACT NAME:

TITLE:

PROPOSED WORK:

5.

BUSINESS NAME:

ADDRESS:

CITY, STATE, ZIP:

EMAIL:

PHONE:

CONTACT NAME:

TITLE:

PROPOSED WORK:

END OF STATEMENT OF REFERENCES

SCOPE OF WORK

1. PROJECT OVERVIEW.

The Town of Monroe is seeking State of Connecticut Licensed Arborists to provide all labor, materials, equipment, and traffic control as necessary to perform tree maintenance; removal, pruning maintenance and additional services on all town owned and maintained right of ways, schools, parks and properties for the Department of Public works.

2. GENERAL SCOPE OF WORK AND CLARIFICATIONS.

The contractor must be a licensed arborist by the State of Connecticut and must be present during all work. The number must be included in your reply.

The Department of Public Works/Tree Warden or designee will initiate all listings or work orders. Upon completion of work a final inspection will be made by the Department of Public Works/Tree Warden or designee and upon approval the Contractors invoice will be processed. Please be advised that upon request, all potential FEMA storm-related invoices must include location with coordinates, size (DBH), pictures, and price of all trees removed/pruned for FEMA related storm events.

3. PROJECT TIMELINE/SCHEDULE

Within the 25/26 fiscal year (July 1, 2025 – June 30, 2026).

4. PROJECT SPECIFIC PROPOSAL EVALUATION CRITERIA

5. PLANS/SPECIFICATIONS/ DOCUMENTS The following plans, specifications and other documents are attached hereto:

- a. **PLANS:**
- b. **SPECIFICATIONS:**
- c. **OTHER:**

END OF SCOPE OF WORK

SECTION 001- SPECIFICATIONS & REQUIREMENTS

- A. The Department of Public Works reserves the right to determine the qualifications of each Respondent and award the contract to the lowest qualified Respondent and/or to reject all Proposals. All proposals shall be valid and available to the Town for ninety (90) days.
- B. Contractor must be a tree expert licensed as an “arborist” by the State of Connecticut (Conn. Gen. Statutes Sec.. 23-61a) and must be present during all work. The license number must be included in your reply.
- C. The Monroe Highway Department and/or Tree Warden will initiate all work. A representative of the Contractor, a Monroe Highway Department designee, and the Monroe Tree Warden will jointly inspect the proposed work.
- D. From the inspection, a purchase order shall be issued. Upon completion of the agreed to project, a final inspection will be made by the Monroe Highway Department and/or the Tree Warden, and upon their approval, a Contractor invoice will be processed for payment.
- E. The work to be performed in this proposal is on Town owned roads and properties. Maintenance of traffic will be by the Highway Department. In the event the Highway Department cannot be utilized, the contractor shall provide traffic control and bill the Town for actual cost (with no markup). Should it become necessary to close off completely, any section of these roads, sidewalks, and driveways, the Contractor must first obtain the written approval of the Director of Public Works specifying the exact period of time and location of each closing. This provision will be waived under the circumstances where a fallen tree is obstructing traffic completely.
- F. Traffic Control personnel, where required, must be provided and paid for by the Contractor. The Contractor must use traffic control signage and appropriately garbed flagmen in accordance with the most up to date ***Manual on Uniform Traffic Control Devices*** (U.S. Department of Transportation, Federal Highway Administration). If Police Traffic Control is required on a roadway, it will be ordered by the Town of Monroe upon 24-hour notice from contractor and all costs associated with same shall be born by the Town.
- G. All pricing shall be effective for the period commencing with the award of this contract for a period of one (1) year.
- H. The contract may be extended by mutual agreement in writing by the Town and the Contractor for periods of one (1) year (or portions thereof), but shall not exceed Five (5) additional years.
- I. Contractor is not allowed to subcontract or assign this contract without written consent of the Director of Public Works.
- J. Contractor will provide a supervisor at least twice a day to check with the Public Works designee to ascertain how the work is progressing (this is a non-billable item).
- K. Contractor must be on call 24 hours a day, 7 days a week.

L. **Response time** (after contacted by Town):

Emergency In-Town Work: On-Site 1 hour ~ Tree service crew & equipment facility should be within a 10 mile radius of Monroe.

In the event of severe weather, the Contractor must make a crew available for emergency tree work. A crew will be defined as: one bucket truck, one chip truck, one chipper, one crew chief, one climber, and at least one ground person. All equipment must be in good working condition. Contact by the Public Works Department will be based on local weather forecasts. Severe weather shall include but not limited to, hurricanes, snow and ice storms, thunder-storms or tornadoes. Any emergency work shall be billed on the hourly rate noted for the entire crew.

Normal Work: One (1) day

Damages for not responding by above time limits will include any additional costs incurred by the Town.

M. **Estimate of the Work:** For the purpose of the base proposal, Respondents should know that the Town expended \$90,000.00 per year for the last 2 years. Contract award determination should be based upon these estimated quantities. The Town, however, does not guarantee any estimated volumes of work. All work will be as required during the term of the contract as and if needed.

N. **Work Periods:** The Town is aware of the seasonal nature of normal tree services' work, i.e. that the bulk of their work is performed in the non-winter seasons. In order to take advantage of the winter lull, Proposals should be prepared knowing that the Town expects that 85-90% of the work will be done in the Contractor's "off-season". Work anticipated for the other seasons (10-15% of the time) would be necessitated by an eminent danger to the public, i.e. where a tree must come down, and/or pruning must occur quickly.

O. **Prequalification:** See separate prequalification sheets attached. The Town reserves the right to inspect all equipment of the lowest Respondent prior to making the award.

P. **Tree Pruning:**

- Trees are to be pruned at various locations around Town. This work consists of safety pruning all dead wood and low branches on trees, removing major dead wood, diseased wood, stubs, and any weak leaders that may be considered dangerous in accordance with ANSI A300 standards and practices. All brush, branches and chipped material will be removed and taken to the Garder Road Landfill or location(s) determined by the Town. The contractor may also cut the larger wood into two (2) foot lengths and stack it neatly at a mutually agreed upon location on the property of the abutting resident.
- When dead wood trimming, all dead branches one (1") inch in diameter or greater at the trunk must be removed.
- All trees with branches over a roadway shall be pruned to provide fifteen (15') feet of clearance at the curb.
- As much as is feasible, pruning work will be scheduled for an eight (8) hour day between the hours of 7:00 a.m. and 3:30 p.m.

- The pruning crew will include an experienced tree man (“crew chief”) who will operate the bucket truck, and may have the ability (and the proper equipment) to climb the trees in order to accomplish the work. The crew is also to include a “climber” and a “groundsman”. The pruning operation must utilize a bucket truck with a minimum working height of 50’ from the bottom of the basket to the ground. The equipment must be in good operating condition with adequate suitable equipment to perform the necessary operations. Equipment required may include a limb/brush chipper, a whole tree chipper capable of chipping logs up to 14 inches in diameter, and chip trucks. All equipment must be in good working order when reporting for work, with sharpened blades on all saws. While on an hourly rate no sharpening will be performed during the hours of operation. Vendor must provide sufficient extra sharpened blades. At times when the equipment is non-operable no payment will be made by the Town.

It is required that hourly crew work time be verified by the Town Tree Warden and/or a representative of the Public Works Department. The Contractor must insure that these persons are notified that the work is occurring. Unverified or unapproved crew times will not be paid for.

Q. Tree Removal

The Contractor shall furnish all materials, equipment, tools, supplies, labor and transportation including fuel and power to perform all of the work necessary for the removal of trees designated during the life of the contract. All sites must be cleaned with the wood and wood chips being removed at the Contractor’s expense. The Town will accept these materials at a location(s) within town. All sites must be cleaned with the brush, branches, wood, and chipped material removed and taken to the Garder Road Landfill or location(s) determined by the Town. The contractor may also cut the larger wood into two (2) foot lengths and stack it neatly at an agreed upon location on the property of the abutting resident. For all tree removals, stumps must be cut flush to the ground.

- As much as is feasible, tree removal work will be scheduled for an eight (8) hour day between the hour of 7:00 a.m. and 3:30 p.m.
- The tree removal crew must include an experienced tree man who will operate the bucket truck, and may have the ability (and the proper equipment) to climb trees to effectively complete the work. The removal operation must utilize a bucket truck with a minimum working height of 50’ from the bottom of the basket to the ground. The equipment must be in good operating condition with adequate suitable equipment to perform the necessary operations. All equipment must be in good working order when reporting for work, with sharpened blades on all saws. Vendor will provide sufficient extra sharpened blades.
- In tree removal work, a minimum of three (3) men, consisting of a crew chief/climber, second climber, and groundsmen, is expected to perform the necessary work.
- All tree removal (take down) work shall be based upon the measurement of the trees’ trunk and/or its major leaders (stems). Trunks shall be measured using the conventional definition of Diameter at Breast Height (DBH). Generally, this will be the diameter of the trunk at a height of 4 ½ feet from the ground. Multi-stem trees will be measured by each individual stem. (See sketch – “Attachment A”.)

R. Emergency Clearing Services

- This work will be billed at an hourly rate.

- The Contractor will be responsible for the clearing of any tree or tree debris that presents road obstructions as well as all identified aerial hazards over the Town roadways during and immediately following an inclement or adverse weather event as part of the “Make Safe” operations.
- All materials will be cut and put off the curb line to regain safe passage on public roadways as soon as possible.
- The emergency services crew will include a qualified arborist/experienced crew chief.
- The town may require the contractor to provide additional crews when deemed necessary to preserve public safety.

S. Payment

The basis for payment shall be the unit cost per tree, except for non-takedown crew work. Invoices are to be submitted monthly for the actual work completed during the preceding monthly period. Payment terms are net thirty (30) days. Please be advised that upon request, all invoices must include location with coordinates, size (DBH), pictures, and price of all trees removed/pruned for FEMA related storm events.

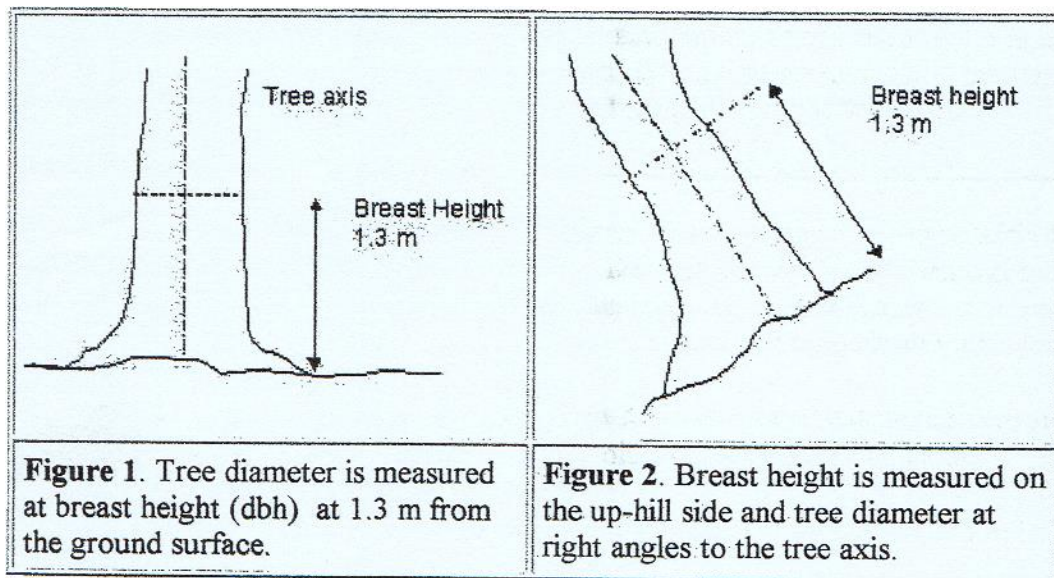
The Contractor shall submit a monthly record of all tree work completed during the preceding month with each invoice.

ATTACHMENT A

Tree Diameter

Tree diameter is measured, by convention, at-breast height. Breast height is defined as 1.3m from the ground surface (Figure 1). This height is-chosen more for -convenience but in most trees it is generally away from the influence of butt swell (except for trees-that display buttressing). If the ground is-sloping, then breast height is measured-from-the up-hill-side-(Figure2). Litter, bark mounds-and other irregularities are gently removed to define the ground surface. Loose material adhering to the stem (e.g. bark) needs to be gently scraped-from the surface before measurement and epiphytes and lianes must be avoided.

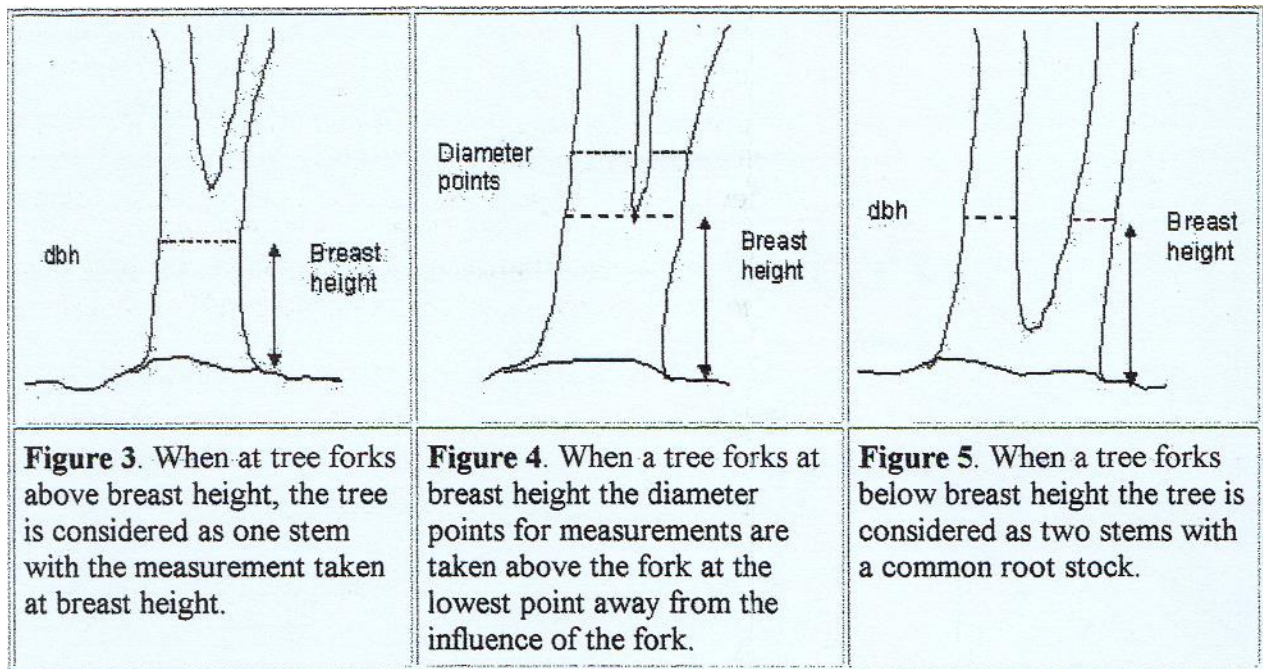
Diameter is measured at right angles to the axis of the tree to ensure that the cross-sectional shape is close to circular.



Irregularities in tree form need to be taken into consideration. If a tree is forked or multi-stemmed, the convention is that:

- if the fork is above breast height then the tree is treated as a single stem (Figure 3)
- if the tree forks at breast height the tree is treated as two separate stems with the diameter being measured at the lowest point away from the influence of the fork (Figure 4)
- if the tree forks below breast height then the tree is treated as two separate stems (Figure 5).

ATTACHMENT A (Continued)



Where there are irregularities at breast height such as buttressing, branch whorls, swellings, wounds, etc., the point of measurement is shifted to the lowest point on the stem away from the influence of that irregularity. The point of measurement should be noted if repeated measures are to be taken, then the point should be permanently marked on the tree.

Diameter is commonly measured on standing trees using a diameter tape. (a tape calibrated to convert circumference to diameter - i.e. π). The conversion of circumference to diameter is given by the formula:

$$C = \pi d \text{ (equation 2)}$$

where

C = circumference

d = diameter

This assumes that the stem is a perfect circle which in most cases it is not. Usually the cross section of a stem is oval in shape with the long-axis generally orientated in a direction parallel to prevailing winds. If the ratio of the short axis to the long axis is less than 0.8, then the error in the assumption that the stem is circular may be significant, otherwise the error is an over estimate generally less than 0.5%.