

Eagle Spring Lake Management District
Post Office Box 196
Eagle, WI 53119-0196

1 The Eagle Spring Lake Management District, a special taxing district formed under the
2 provisions of Wisconsin §33.21 and in compliance with §33.22(1) is soliciting proposals
3 for the removal of trees. Proposals will be accepted via mail until February 15, 2024 and
4 will also be accepted via hand delivery at the public opening and reading on February 16,
5 2024 at 9:00 AM CST at the Eagle Town Hall, 820 East Main Street, Eagle, WI 53119.
6 The Eagle Spring Lake Management District reserves the right to accept or reject any or
7 all proposals and to negotiate with any vendor that supplies a proposal to the district.
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9 **Location of Work**

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11 All work shall be performed on property owned and operated by the district and located
12 at W344S10505 County Road E, Mukwonago, WI 53149 which is located in the Town of
13 Eagle, Waukesha County, Wisconsin, and is commonly known as the Kroll Outlet.
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15 **Description of Work**

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17 Proposals shall be divided up into three separate pricing elements. The Lake District
18 reserves the right to accept all or individual elements from a single vendor. Package
19 splitting between two vendors will not take place.
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21 **Package One**

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23 Package One is for the removal of two conifer trees approximately 18 inches in diameter
24 in the area marked "Area 1" on Attachment A to this document. Photo reference of this
25 can be found in Attachment A but may not fully represent current conditions.
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27 **Package Two**

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29 Package Two is for the removal of three deciduous trees ranging in size from 7 to 14
30 inches in diameter in the area marked "Area 2" on Attachment A to this document. Photo
31 reference can be found in Attachment A but may not fully represent current conditions.
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33 **Package Three**

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35 Package Three is for the removal of one dying/damaged deciduous tree approximately
36 24 inches in diameter in the area marked "Area 3" on Attachment A to this document.
37 Photo reference can be found in Attachment A but may not fully represent current
38 conditions.
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40 All proposed trees to be removed have been marked at the base with marking paint for
41 specific referencing.

42 All trees are to be cut to ground level and removed from the site. It is the responsibility
43 of the vendor to clean up and remove any branches, twigs, leaves or other debris from
44 the site as part of this proposal.

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Project Timeline

The project must be completed by May 31, 2024. Negotiated extensions may be made due to circumstances beyond the control of either party to the agreement.

Site Inspection

The site is available for vendor inspection during daylight hours Monday through Friday. If requested, district staff may make themselves available during the site visit with 48 hours prior notice and at an agreed upon time. The Lake District does not warrant through photographs or drawings impediments to the work proposed. The Vendor should make a site visit to make all determinations required for a response to this proposal.

Insurance and Liability

Vendors must maintain and submit proof of General Liability Insurance in the amount of \$1,000,000.00 US as well as Workman’s Compensation coverage. Vendors are responsible for all damage to the site, structures and third-party claims should they arise. Certificates of insurance will be provided to the district at least 10 days prior to the commencement of work.

Debarred and Ineligible Vendors

Vendors that have been debarred by any element of the United States Government are prohibited from submitting a proposal. Vendors who have had their Wisconsin Sellers Permit revoked or suspended are prohibited from submitting a proposal. Vendors who corporately or individually are listed as Delinquent by the Wisconsin Department of Revenue are prohibited from submitting a proposal. Vendors who submit the lowest proposal under this RFP and are in violation of this section will be subject to collection of bid or signature bonds plus collection costs and disqualified from a contract award.

Bid or Signature Bond

A bid or signature bond is required as part of any proposal to assure execution of contract if awarded. Failure to execute a contract within 30-days of an award by the district will be grounds for default and result in charges sufficient to cover the cost difference of an award to the next highest bidder. By submitting and signing an RFP response, the vendor agrees to enact a contract within 30-days of an award by the District in the amount so specified in their proposal. Vendor acknowledges that by their submission that failure to execute a contract with the District within the allotted or agreed upon time frame constitutes a default and vendor further agrees to compensate the district the difference in funds between their proposal and the next highest qualified submission to include collection costs and other justifiable expenses as incurred by the District.

89 **Failure to Perform**

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91 Vendor agrees to provide the specified services of the contract award within the
92 timeframe so specified unless altered by mutual agreement between all parties involved
93 in the contract. Failure to complete the described work within the allotted timeframe will
94 trigger a default notice from the District to the vendor. If within 15-days of the issuance
95 of a default notice the work specified has not been completed or a timeframe extension
96 agreed to by the parties involved the project shall be declared to be in default. When a
97 default is declared by the District the existing agreement will be nullified and the District
98 can engage the services of the next highest responsible vendor. The difference in costs
99 plus collection fees and damages will be assigned to the vendor in default. By submitting
100 a proposal to the District, the vendor agrees to this stipulation to be added to any contract
101 language between the parties involved.

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103 **Billing and Payment**

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105 The vendor awarded the contract will bill the district by US Mail upon completion of all
106 work. All statements will be paid by the District net 30 days. Partial billing statements
107 are not permitted. All billings are to be mailed to: Eagle Spring Lake Management
108 District, Post Office Box 196, Eagle, WI 53119-0196.

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110 **Tax Exemption**

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112 The Eagle Spring Lake Management District is exempt from Wisconsin State Sales Taxes
113 as a local government body. Tax Exempt Form Wisconsin 211 will be provided to the
114 vendor with the contract.

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116 **Jurisdiction and Venue**

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118 The legal venue for any disputes arising from this RFP or subsequent contract(s) will be
119 heard in Waukesha County Circuit Court, State of Wisconsin.

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121 **Lien Release**

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123 The vendor will provide the district with a Lien Release upon receipt and deposit of
124 payment for all services.

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126 **Forms and Submissions**

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128 All proposals must be submitted on the forms provided by this package. Substitutions
129 are not allowed. Proposals with the appropriate and required certifications and
130 attachments, if any, in sealed envelopes marked "**TREE REMOVAL**" must be submitted
131 to the address specified on the form no later than the date and time specified in this
132 document. In person delivery of proposals will be accepted up to the time and date of
133 opening.

134 **Opening and Award**

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136 Proposals will be opened and read at the date, time, and location specified in this
137 document. Following a staff review, the award of the contract will be considered at the
138 next regular meeting of the Eagle Spring Lake Management District on February 20,
139 2024.

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141 **District Contact**

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143 The point of contact for the District for this RFP is:

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Peter R. Jensen, Chairperson
Eagle Spring Lake Management District

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Cell: 414-791-5751

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E-Mail: Chair@eaglespringlake.us

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End

**RFP Response – Tree Removal
Eagle Spring Lake Management District**

Submit by Mail To:	Opening Date, Time, Location
Eagle Spring Lake Management District Post Office Box 196 Eagle, WI 53119-0196	Proposals will be opened on February 16, 2024 at 9:00 AM CST at the Eagle Town Hall, 820 East Main Street, Eagle, WI 53119

Vendor Name:

Vendor Address:

City:	State:	ZIP:
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Telephone:	Email:
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Vendor Contact Person:

<i>Package One</i>	<i>Package Two</i>	<i>Package Three</i>
Total Cost: \$	Total Cost: \$	Total Cost: \$

Submission and Certification

I (we) agree that by submitting this proposal that should an award be issued by the Eagle Spring Lake Management District I (we) agree to enact a contract with the District within the time frame and requirements of this RFP. I (we) further agree that should an agreement not be executed within the specified timeframe that the District has the right to issue a contract to the next highest qualified bidder and I (we) will reimburse the District for the difference in price, plus any collection or other justifiable costs.

Signature of Certifying Official:

Printed Name:

Title:	Date:
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0 25.16 Feet

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Notes: Site Address: W344S10505
County Road E,

Printed: 11/18/2022



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Package One



Package Two-Part 1



Package Two-Part 2



Package Three

