

Welcome to the Cedar Lake Improvement Board

Special Public Meeting

February 13, 2023

Board Members

Carolyn Brummund

Jesse Campbell

Dave Dailey

Steve Wusterbarth

Rob Huebel

Fred Strauer

Rex Vaughn

Alcona County Commissioner

Alcona County Road Commission Rep.

Greenbush Twp. Representative

Oscoda Twp. Trustee

Iosco County Commissioner

Iosco County Drain Commissioner

Citizen Riparian Representative

Online Meeting Tips & Best Practices

1. Be sure to mute your mic (lower-left corner of your screen) as soon as you sign on and whenever you are *not* speaking. This is important and perhaps the most critical tip on this list to avoid background noise and distractions for others.
2. Consider muting your video (also on the lower left of the screen) if you are eating, scratching, talking with someone else in the room, or anything else that might be distracting to others.
3. Close unneeded applications on your computer to keep the video optimally functioning.
4. You might want to use a headset with an external mic for best hearing and speaking capabilities.
5. When you are speaking, let others know that you are finished by saying one of these sign-offs: "That's all." "I'm done." "Thank you." So that everyone knows you have finished your comments. If you want to speak, virtually raise your hand using the "raise hand" feature that is available at the bottom center or bottom right of your screen. Click the Reactions 🗳️ button, then click the raise hand icon.
6. You can make comments silently if desired using the "Chat" feature (also on the bottom and center of your screen).
7. Be mindful of your background lighting. If you are sitting in front of a window, you may be completely darkened by the light coming through the window. Your overhead light also might need to be turned off or dimmed as well.
8. Be sure that there is nothing visually distracting (e.g., cars or people going by) in the background.
9. Remember to sign out or "leave the meeting" when the session is finished.

Cedar Lake Improvement Board
Special Public Meeting
Alcona County Courthouse
Harrisville, MI 48740
Friday, February 13, 2023
10:00 AM EST

Proposed Agenda

1. Call to Order.
2. Roll Call.
3. Online Meeting Operating Protocol & Housekeeping.
4. Public Comment
5. Approval of Agenda as Presented.
6. Additions, corrections, and approval of Minutes of the 2-3-2023 Public Hearing & Special Board Meeting.
7. Old Business.
 - a. Jones Ditch & Property Acquisition.
 - i. Invoice received from Travis Sanitation that exceeds contracted amount. \$900 added for stump removal, restoration, trucking, and disposal. Stump removal was not included in the original scope of work, nor was permission requested by contractor to expand scope of work. The 10% hold back documentation has been received and is compliant with contract. Invoice and details included in the Board Info packet.
 - ii. Owner's final inspection and acceptance pending.
8. New Business.
 - a. Review drafts for three (3) New Requests for Bids.
 - i. Aquatic Herbicide Applicator.
 - ii. Lake Manager.
 - iii. Watershed Management Consultant.
 - iv. Approval of drafts, dates for public RFP, what resources for publication, dates for interviews for candidates, bid closing date.
 - v. Discuss contract durations, payment terms, extension options, etc.
 - b. Review and approve bills that are now due.
 - i. Kieser & Associates, professional services through 1-31-2023, Inv. 23-165, \$5,124.20 (new).
 - ii. Travis Sanitation, 2-6-2023 invoice, \$9,392.00 partial payment against \$9,892.00 contracted amount (\$500 hold back for spring seeding), plus an additional \$900 for unauthorized extra work, total invoice amount requested is \$10,292.00.
 - iii. Board Chairman Mileage Reimbursement, 276 miles @ 65.5 cents per mile (new 2023 IRS reimbursement rate), \$180.78 (new).
 - iv. Board Chairman Postage Reimbursement, \$1.50 (new).
9. Public Comment.
10. Next Regular Meeting Date: Friday, April 14, 2023.
11. Adjournment.

Cedar Lake Improvement Board Special Public Meeting Access Instructions

Friday, February 13, 2023, at 10:00 AM EST

ZOOM VIDEO CONFERENCE SERVICE ACCESS INFORMATION:

To join the Special Meeting via Zoom, participants should do one of the following at the time of the meeting:

- Windows & Mac Desktops & Laptops, direct your web browser application to this web site: <https://zoom.us/join> and enter using Meeting ID: 491 770 6395, Passcode: 123456. Zoom Client required.
- Phone Call (No Video) - Call 312-626-6799 and enter Meeting ID: 491 770 6395, Passcode: 123456
- For Android and Apple iPhones and Tablets - Download the Zoom app from the Apple App Store or Google Play store prior to the meeting, open the app, and then use Meeting ID: 491 770 6395, Passcode: 123456

Cedar Lake Improvement Board Meeting Minutes
Special Public Meeting
Alcona County Courthouse, Harrisville, MI
Friday, February 3, 2023 10:00 a.m.

1. Call to order 10:04 a.m.
2. Board Roll Call: Present---Vaughn, Huebel, Dailey, Wusterbarth, Brummund. Absent—Campbell, Strauer. There was a quorum. Total of 12 participants joined meeting in person or by phone, 5 of whom were board members.
3. Online Meeting Operating Protocol & Housekeeping was discussed.
4. Approval of 2-3-23 Agenda - Motion to approve agenda as amended made by Brummund/Wusterbarth. All yes, motion passed.
5. Approval of Minutes from 1-13-2023 – Motion made to approve minutes from 1-13-2023 as presented made by Dailey/Huebel. All ayes, motion passed.
6. Motion to recess for public Hearing made by Dailey/Brummund. Roll call vote. All Ayes.
7. 10:09 a.m. Cedar Lake Improvement Board 2023 Budget Hearing was opened.
 - a. Roll call found Vaughn Huebel, Dailey, Wusterbarth, Brummund present. Quorum met.
 - b. Presentation of Budget was performed by Vaughn
 - c. Public Comments:
 - i. In-room audience expressed their concerns. Online audience expressed their concerns.
 - ii. There were no written remarks received by the board prior to or during the public hearing.
 - d. Motion to close the public hearing was made by Brummund/Dailey. Roll call vote. All ayes. Motion passed.
8. Reconvening of the Special Meeting
 - a. Roll call: Brummund, Wusterbarth, Dailey, Huebel, Vaughn. Quorum met.
9. Old Business:
 - a. Review of proposed budget and consideration to adoption of said budget. Discussion regarding the \$50,000. Consulting Engineering Contract line item. Motion to adopt 2023 Cedar Lake Improvement Board Budget Resolution No. 2023-1 as presented was made by Wusterbarth/Huebel. Roll call vote. 4 ayes, 1 nay. Motion passed.
 - b. FY 2021 Financial Audit Presentation:
 - i. –ii. Draft audit report approved, signed and reviewed prior to board meeting.
 - iii. Presentation of final audit report given by Nick Cordes, CPS of Straley, Lamp & Kraenzlein P.C., Alpena, MI

11:06 a.m. Huebel left the meeting.

 - iv. Motion to accept audit as presented made by Dailey/Wusterbarth. Roll Call vote: All ayes, motion passed.
 - c. CLIB By Laws:
 - i. Draft ia expected to be prepared for the next regular meeting.
 - d. Jones Ditch & Property Acquisition:
 - i. Demolition of house and shed have been completed but there is still clean up to be done. Weather may be a factor in accomplishing the end tasks.
 - ii. Final inspection and signing off on this project is still to be done.
 - iii. a.-b. Any Land division and preparation for selling property, etc. has been left in the investigation phase. No authorization yet.

10. New Business:

a. Review and approve bills:

- i. Alcona County Review, public hearing announcement, inc 27434, \$117.00. Motion to pay Alcona County Review inv 27434 made by Dailey/Brummund. Roll Call vote: All ayes, motion passed.
- ii. Alcona Counry Review, budget document copies, inv 27441 \$25.00. Motion to pay Alcona County Review inv 27441, \$25.00 made by Vaughn/Dailey. Roll Call vote: All ayes, motion passed.
- iii. Oscoda Press, public hearing announcement, statement 1.31.23, \$179.05. Motion to pay Oscoda Press statement dated 1.31.23, \$179.05 was made by Vaughn/Dailey. Roll Call vote: All ayes, Motion passed.
- iv. Winter 2022 property tax bill, 040-015-400-100-00, \$924.93. Motion to pay Greenbush Township W22 tax bill 040-015-400-100-00 made by Vaughn/Brummund. Roll Call vote: All ayes, motion passed
- v. Winter 2022 property tax bill, 041-196-000-068-00, \$383.82. Motion to pay Greenbush Township W22 tax bill, 041-196-000-068-00, \$383.82 made by Vaughn/Wusterbarth. Roll Call vote: All ayes, Motion passed.
- vi. Board Chairman mileage reimbursement, 828 [miles@\\$.62](#) ½ per mile per IRS guidelines. Motion to remove this item as it was presented and paid since the last meeting made by Wusterbarth/Dailey. Roll Call vote: All ayes, motion passed.

11. Public Comments: No comments from online guests. Two inhouse audience members had questions, comments and suggestions.

12. Next regular meeting: Friday, April 14, 2023. Special Meeting date set for Monday, Feb. 13, 2023 at 10 a.m. in the Alcona County Commissioners Room to discuss weed control contracts.

13. Motion to adjourn made by Wusterbarth/Dailey at 11:53 a.m. All ayes, motion passed.

CEDAR LAKE IMPROVEMENT BOARD
ALCONA COUNTY & IOSCO COUNTY

Resolution No. 2023-1

At a special meeting of the Cedar Lake Improvement Board (the “Lake Board”) held on February 3rd, 2023, beginning at 10:00 a.m. at the Alcona County Building, the following Resolution was offered for adoption by Lake Board Member Wusterbarth and was seconded by Lake Board Member Huebel:

A RESOLUTION TO APPROVE THE CEDAR LAKE IMPROVEMENT BOARD 2023 ANNUAL BUDGET

WHEREAS, Section 30927 of Part 309 of Public Act 1994 (MCL 324.30927) requires that the Lake Board adopt an annual budget;

WHEREAS, the Uniform Budgeting and Accounting Act, Public Act 2 of 1968, as amended by Public Act 621 of 1978, requires that the Lake Board hold a public hearing prior to the adoption of the annual budget;

WHEREAS, the Lake Board has convened a public hearing on the proposed annual budget after the publication of notice as required by law; and

WHEREAS, the Lake Board has considered the proposed annual budget and any comments made at the public hearing related to the annual budget.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Lake Board hereby adopts the Cedar Lake Improvement Board 2023 Annual Budget in the total amount of \$130,762.00 (copy attached as Exhibit A) as its general appropriations act pursuant to the Uniform Budgeting and Accounting Act.
2. The Lake Board expenditures pursuant to the annual budget, the amendment of the budget, the transfer of funds thereunder and other matters pertaining to financial operations pursuant to the budget shall be subject to applicable provisions of the Uniform Budgeting and Accounting Act and other applicable law.
3. This resolution shall become effective upon signature.

The vote on the motion to adopt this Resolution was as follows:

YEAS: Brummund, Wusterbarth, Huebel, Vaughn

NAYS: Dailey

ABSENT/ABSTAIN: None

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

I hereby certify that the above is a Resolution adopted by the Cedar Lake Improvement Board at the date and place stated above pursuant to the required statutory procedures.

Respectfully submitted,

Dated: FEBRUARY 3, 2023

By: 

Its: CHAIRMAN

TRAVIS SANITATION LLC

P.O. Box 377, Oscoda, MI 48750
(989) 739-5244

INVOICE

Date: February 6, 2023

To: Cedar Lake Improvement Board
ATTN: Rex Vaughn
PO Box 53
Greenbush, MI 48738

RE: 3325 W Cedar Lake Rd
Greenbush, MI 48738

Invoice for the following work performed:

We are requesting a partial payment on \$9892.00. We would like to leave \$500 on this account for seeding in the spring. Which leaves \$9392 and an additional \$900 for stump removal, restoration, trucking and disposal.

Cost for the above completed work is \$10,792.00

If you have any questions, please contact me at 989-739-5244, Monday thru Friday, between 9:00am and 4:00pm.

Thank you,

Herb Travis

TRAVIS SANITATION LLC



ALCONA COUNTY

216 W Main St

HARRISVILLE, MI 48740

Phone: (989) 724-9440 Fax: (989) 724-9449

RECEIPT NUMBER

00042364

TRAVIS SANITATION

PO BOX 377

Oscoda, MI 48750

01/17/2023

Type	Record	Category	Description	Amount
Permit	PSE23-094	Soil Erosion	SOIL EROSION PERMIT	\$ 185.00
			Total Due	\$ 185.00
			Total Paid	\$ 185.00
			Cash	
		9411	Check	\$ 185.00
			Credit	
			Transferred	
			Tendered	\$ 185.00
			Change	\$ 0.00
			To Overpayment	\$ 0.00
			Amount Due	\$.00

CHK 9411

270.00

Alcona County

Building Permit No: PB23-000942

Building Department
Phone: (989) 724-9440

216 W Main St
Fax: (989) 724-9449

Harrisville, Michigan 48740

3325 W CEDAR LAKE ROAD Location
041-196-000-068-00
GREENBUSH LAND USE#

CEDAR LAKE IMPROVEMENT BOARD Owner
PO BOX 53
GREENBUSH MI 48738

Issued: 01/17/23 Expires: **01/17/2024**
Constuction Value 0
A renewal fee must be paid before this date. Permits are null and void after expiration date and a new permit will be required before continuing with further work or inspections.
FOR AN INSPECTION PLEASE CALL (989) 724-9440

TRAVIS SANITATION Contractor
PO BOX 377 (989) 739 5244
Oscoda MI 48750 License #21011626

Work Description/Directions:

Blower Door Test required before a CO is issued

Permit Item	Work Type	Fee Basis	Item Total
01. Application Fee (non-refundable)	Standard Item	1.00	\$35.00
DEMOLITION	Standard Item	50.00	\$50.00
	2015 Michigan Residential Code	Fee Total:	85.00
	2015 Michigan Building Code	Amount Paid:	85.00
		Check #:	

Date Entered

<input type="checkbox"/>	1. _____	Expected start date:	<input type="checkbox"/>
<input type="checkbox"/>	2. _____	5. _____	<input type="checkbox"/>
<input type="checkbox"/>	3. _____	6. _____	<input type="checkbox"/>
<input type="checkbox"/>	4. _____	7. _____	<input type="checkbox"/>
<input type="checkbox"/>		8. _____	<input type="checkbox"/>

Approved plans must be retained on the job site and this permit kept posted until all final inspections have been approved. Where a Certificate of Occupancy is required, such building shall not be occupied until all final inspection have been approved. 24-hour notice is required for inspections. Inspections **MUST** be scheduled by calling: (989) 724-9440 Hours 8:30 a.m. - 4:30 p.m. Closed from Noon to 1:00 pm.

PERMIT FEE WILL DOUBLE IF WORK IS STARTED BEFORE PULLING A PERMIT.



Application for Building Permit

Alcona County Building Department

216 W. Main Street
Harrisville, MI 48740
989.724.9440

Authority: PA. 230 of 1972 as Amended

2023

Soil Erosion Yes No
Flood Zone Yes No

Section 1 Location Where Work is Being Done

Street Address: 3325 W CEDAR LAKE RD Township: GREEN BUSH

If address is difficult to find, please provide additional location information: Parcel # 040-015-400-100
041-196-000-068-00
Between _____ and _____ EMAIL ADDRESS _____

Section 2 Type and Cost of Building

A. Type of Improvement New Building Addition Frame Only Repair/Replacement
Garage: Attached Detached Pole Barn Storage Shed Carport
 Demolition Alteration Foundation only Other _____

B. Ownership: Private: Commercial: Government:

C. Project Cost: 9892.⁰⁰
Work Description DEMO
Dimensions: 29 X 50 Sq. ft.: 1450 1st. floor 2nd. Floor _____

Section 3 Selected Characteristics of Building

D. Frame Type: Masonry Wood Steel Concrete

E. Water: Public Private Well – locations on back drawing

F. Sewage: Public Private Health Department Permit # _____

G. Zoning GREEN BUSH Permit # _____

H. Mechanical _____ Permit # _____

I. Plumbing _____ Permit # _____

J. Electrical _____ Permit # _____

Official Use Building Departmental Use only

Use Group _____ Fire Grade _____ Live Loading _____ Occupancy Load _____

OSCODA SEPTIC TANK SERVICE

4673

3940 Forest Road
Oscoda, MI 48750

TANKS CLEANED - SYSTEMS INSTALLED

Phone: 989-739-9631
989-739-0000

Amount 245⁰⁰ ✓

ALL WORK C.O.D.
M.D.H. Licensed 35-12

Paid in Full

7438
Signature

Name Herb Travis Date 1.20.23

Address 3325 Cedar 1k Tank Size 1000

City _____ Tank Make CAST

Phone Number _____ Clean Again _____

Reminder Card Yes No

Time _____

Your Septic Tank can and will provide service comparable to a city sewage if the following suggestions are observed:

1. Pump and inspect every two years

2. If you plan on installing a kitchen garbage disposal unit it is best to have a two compartment tank, or two tanks in series.
Your present tank was not designed for that purpose.

3. Do not use chemicals in excess and avoid grease and soaps as much as possible.

4. Questions concerning the operation, construction and maintenance of your sewage disposal can be answered by the Health Department or the Oscoda Septic Tank Service.

NOTE:

1/20/23
#9438

PAID IN FULL

2% per month service charge on unpaid balance. 24% annual rate over 30 days.

**CEDAR LAKE IMPROVEMENT BOARD
BID DOCUMENTS FOR
AQUATIC PLANT HERBICIDE TREATMENTS
OF CEDAR LAKE
IOSCO COUNTY & ALCONA COUNTY
MICHIGAN**

INVITATION FOR BIDS

The Cedar Lake Improvement Board is accepting sealed bids for aquatic plant herbicide treatments on Cedar Lake in Iosco and Alcona Counties in the State of Michigan.

Sealed bids shall be submitted to:

2023 Aquatic Herbicide Treatment Program
Cedar Lake Improvement Board
PO Box 53
Greenbush, MI 48738

Sealed bids must arrive before 5:00 PM on xxxxx xxth, 2023. Bids received after the deadline will not be considered.

For questions please contact:

Rex Vaughn
CLIB Chairman
Email (preferred): rvaughn@tir.com
Mobile: 810-516-6686

General Information for the Bidder

1. Cedar Lake is located in T.23N.-R.9E., Sections 15, 10, and 3 of Oscoda Township in Iosco County and T.25N.-R.9E., Sections 34, 27, and 22 of Greenbush Township in Alcona County in the State of Michigan. The lake is 1,075 acres in size. Annual treatment areas generally are less than 200 acres per year. Cedar Lake retains an independent professional limnologist Lake Manager who will direct, specify, and approve all treatment plans for Cedar Lake.
2. The following definitions will be used throughout this document:
 - a. The Lake: Cedar Lake.
 - b. The Board: Cedar Lake Improvement Board (aka CLIB).
 - c. The Lake Manager: Professional limnologist retained by the Board.
 - d. The Contractor: The entity that is awarded a contract by the Board.
 - e. The Contract: The resulting agreement between the Board and the Contractor based on this bidding process.
 - f. EGLE: State of Michigan Department of Environment, Great Lakes, and Energy.

Instructions to the Bidder

1. The bidder shall examine the specifications and related documents attached and fully examine the Lake to familiarize themselves with all site conditions. The bidder shall make all necessary investigations to thoroughly inform themselves regarding past and present lake conditions including the EGLE Permits issued to previous Contractors using the EGLE MiEnviro Portal, Waterbody: WB-2127.

2. The bidder will also examine all lake treatment LakeScan™ Reports posted on the Board web site:

<https://cedarlakewmp.net/aquatic-plant-management>

3. No plea for ignorance of existing conditions shall be accepted. Failure or omission of any bidder to examine these documents or become acquainted with existing conditions shall in no way relieve them from any obligation with respect to their bid or any resulting contract.

4. The CLIB assumes no responsibility or liability for any costs incurred by the contractor prior to signing of an agreement. Total liability of the CLIB is limited to the terms and conditions of any contract resulting from this RFP.

5. If a bidder finds omissions or discrepancies in the bid documents, they shall immediately notify the CLIB so that the CLIB can issue an addendum to all bidders.

6. Sealed bids must be submitted on the bid forms provided in this packet. All bid amounts must be shown as figures and written in ink or typewritten together with all other data as required and shall be legally signed with the complete address of the bidder.

7. The bid amounts shall be all inclusive and there shall be no additional charges. The prices named shall include all taxes in effect on the bid date. The bidder has included all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue on the bid date.

8. The bid form must be fully completed and executed when submitted. Incomplete bids will not be considered.

9. Each bidder shall complete the Bidder Résumé and submit it with their Bid Form.

10. Each bid must be submitted in a sealed envelope bearing the following information clearly marked on the outside “Cedar Lake Sealed Bid – Do Not Open Until 5 PM On xxxxx xxx, 2023”.

11. Bids may be withdrawn prior to the stated deadline. Modification of bids in writing will be considered if received prior to the deadline. Once the deadline has lapsed, bids shall remain firm for 90 days, within which the contract shall be awarded.

12. Bids shall be evaluated upon cost and experience of the bidder. The CLIB reserves the right to accept or reject any and all bids, to waive any bid irregularities that may be in the best

interest of the CLIB, and to negotiate a contract that will best meet the needs of the CLIB and its lake residents.

13. Awards will be made to the lowest responsive and acceptable offer or as judged by the CLIB. The CLIB may modify this request for proposals at its sole and exclusive discretion by addendum.

14. Acceptance of a proposal does not constitute a contract. Subsequently discovered information or circumstances may prompt the CLIB to rescind acceptance of any proposal after it has been accepted, but before the CLIB has taken action to authorize the contract to be signed. The CLIB reserves the right to rescind its acceptance of a proposal by adopting an appropriate resolution authorizing signature on a contract. At no time has a contract been formed until the CLIB has so acted and the contracts signed by the authorized individuals.

15. By signing and submitting the bid forms, the bidder affirms that their proposal is a free, independent, and legitimate proposal and that they have not engaged in any collusive practices that would have discouraged others to bid or influenced the terms of this proposal or of any others. Any evidence of collusion among the bidders, or any prospective bidders, shall be grounds for disqualification of a bidder and the voiding of any resulting contract.

16. Submitted bids shall become property of the CLIB. Any and all documents produced under the terms of any resulting agreements shall remain property of the CLIB and shall be provided upon request.

Bidder Requirements

1. The Contractor must have a Pesticide Application Business License from the Michigan Department of Agriculture and Rural Development in Category 5 (Aquatic Pest Management).

2. All persons employed and utilized for treatments on the Lake must be Certified Commercial Applicators in Category 5 (Aquatic Pest Management) by the Michigan Department of Agriculture and Rural Development.

3. The Contractor must be able to obtain aquatic nuisance control permits from EGLE.

4. The Contractor shall furnish at their own expense insurance coverage including worker's compensation, general liability, and pollution liability. Coverages must be for the minimum amount of \$1,000,000 for each occurrence of bodily injury, minimum \$1,000,000 for each occurrence of property damage, and minimum \$1,000,000 for each occurrence of pollution. Said general liability insurance shall include evidence that Contractor's general liability insurance policy will cover Contractor's liability, as it relates to the application of herbicides and pesticides. The general liability insurance obtained must name the CLIB as additionally insured. Certificates of the insurance coverage shall be delivered to the CLIB within 10 days of award of the Contract. These certificates shall clearly indicate that the provisions of the applicable policy comply with the above requirements. If the policies confirmed by these certificates will expire prior to the termination of this contract, certificates for renewals must be delivered to the CLIB not less than 10 days prior to the expiration date. Failure to provide certificates of the required insurances will void the Contract awarded by the CLIB.

Work Specifications

1. The Contract shall be binding on the parties and their successors and assigns; however, the Contractor shall not assign, subcontract, or otherwise transfer the work described and contracted herein without the express prior written consent of the CLIB and the Lake Manager. A violation of this term shall be considered a materials breach of the Contract.
2. The predominant aquatic invasive plants found in Cedar Lake have been Eurasian Water Milfoil, Curly-Leaf Pondweed, and Starry Stonewort (minor). Nuisance plants include variations of Naiad, Elodea, Wild Celery, Native Pondweeds, Chara, and others as described in the LakeScan™ Reports posted on the Board web site (review of the LakeScan™ Reports by the contractor is considered mandatory).
3. Pursuant to provisions of Part 33, Aquatic Nuisance Control, of P.A. 451 of 1994 (the Natural Resources and Environmental Protection Act), as amended, the Contractor will secure a permit from EGLE prior to any herbicide applications to the Lake. The permit application, in its entirety, shall be submitted to EGLE and to the CLIB within 10 working days of award of the Contract.
4. The Contractor shall be responsible for all statutory notifications and postings. Copies of all notifications, postings, and mailings related to this project shall be provided to the Lake Manager and the CLIB for review and approval prior to distribution. No advertising for additional services offered by the Contractor to individual lakefront property owners will be allowed on any of the notifications or postings.
5. Areas and the number of acres to be treated will be specified in writing by the Lake Manager utilizing LakeScan™ AROS maps with GPS reference to MeasureMap Pro for on-water use (<https://blueblinkone.com/apps.html>). The Contractor shall coordinate their activities directly with the Lake Manager.
6. The intent of any resulting contract is to obtain clean, safe, proper, effective, and thoroughly professional undertaking of lake services. The successful bidder shall be competent, courteous, and orderly while on the job.
7. The Contractor shall only make professional visits and herbicide treatments to the Lake when authorized and as directed by the Lake Manager. Those visits include, but are not limited to, an annual pre-season on-water full lake survey with a CLIB representative, the Lake Manager, and the Contractor prior to Memorial Day.
8. The Contractor must schedule treatments to not restrict recreational water use (e.g. swimming, fishing) on Fridays, Saturdays, Sundays, Memorial Day, July 4th, Labor Day, or other special occasions as determined by the CLIB.
9. The Contractor must follow EGLE restrictions on the use of copper-based products during May and June. These restrictions will be listed in the EGLE Permit.
10. The Contractor must thoroughly wash all boats, motors, trailers, and herbicide equipment and ensure it is free of plant fragments and zebra mussels before launching into Cedar Lake.

Cedar Lake Improvement Board
Bid Documents For Aquatic Plant Herbicide Treatments Of Cedar Lake
Invitation For Bids

10. All herbicides, algicides, adjuvants, and shade products applied to the Lake must be approved by EGLE. These products must be stored, transported, handled, and applied in a manner consistent with state regulations and manufacturer labels.
11. Treatments will be designed by the Lake Manager, approved by the CLIB, and executed by the Contractor in the timeframe specified by the Lake Manager. If there is not adequate die-back of treated plants, the Contractor, at the Lake Manager's discretion, may be required to re-treat these plants at no additional cost to the CLIB.
12. There are several areas on Cedar Lake that will require the Contractor to deploy an application method that directly injects herbicides well below the surface of the lake while the watercraft is in motion. The watercraft utilized by the Contractor must be equipped with such a system, and the system must be approved by the Lake Manager. A description of the sub-surface injection system method utilized by the Contractor must be included in the Bid Form. Lack of such a direct injection system will result in disqualification of the bid.
13. If a fluridone treatment is required, the Lake Manager will be responsible for the Lake Management Plan. The Lake Manager will be responsible for collecting and shipping residue samples. The Contractor will be reimbursed for shipping costs, lab fees, and time at the Lake. The results of residue monitoring shall be faxed or e-mailed to the Contractor within 10 working days of sample date.
14. If residue samples for the use of Triclopyr or 2,4-D are required by the EGLE Permit, the Lake Manager will determine the number and location of residue samples. The Lake Manager will be responsible for collecting and shipping residue samples. The Contractor will assist the Lake Manager in collecting the samples and will be reimbursed for shipping costs, lab fees, and time at the Lake. The results of residue monitoring shall be faxed or e-mailed to the Contractor within 5 working days of sample date.
15. Upon the completion of work, the Contractor shall submit to the CLIB and the Lake Manager a detailed invoice immediately following each treatment or other service. The Lake Manager will review, approve, and forward the invoice to the CLIB for formal approval and payment.

BID FORM

BID DATE: xxxx xx, 2023

BID TO: Cedar Lake Aquatic Herbicide Bid

Cedar Lake Improvement Board

PO Box 53

Greenbush, MI 48738

The undersigned bidder hereby declares that this bid is made in good faith and without fraud or collusion with any other bidder or any competitor.

The bidder has carefully read, examined, and understands the General Information, Instructions, Requirements, and Specifications for the proposed work. The bidder has investigated the lake and its condition to determine the character and difficulties attending the execution of the proposed work.

The bidder understands that the acreages listed are approximate and subject to change based upon lake surveys performed by the Lake Manager. For each application event, the Lake Manager will specify the location, acreage, chemicals to be used, and the application rate per acre. The bidder agrees that the unit prices named will be used and invoice amounts will be calculated based upon unit volume or weight, application rate per acre, and total acres treated.

All work described in the bid specifications and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form. The CLIB assumes no responsibility or liability for any costs incurred by the Contractor prior to the signing of an agreement. Total liability of the CLIB is limited to the terms and conditions of the Contract resulting from this bid document.

The undersigned agrees that this bid shall be good for 90 calendar days after the scheduled closing time for receiving bids. Within that timeframe, the CLIB shall provide a written Notice of Award to the successful bidder. Upon receipt of a written Notice of Award, the bidder shall enter into a formal contract with the CLIB incorporating the content and spirit of the bid specifications. Within 10 days of the Notice of Award, the Contractor shall deliver the required certificates of insurance described in the “Bidder Requirements”. In

Cedar Lake Improvement Board
Bid Documents For Aquatic Plant Herbicide Treatments Of Cedar Lake
Invitation For Bids

the event the contract and certificates of insurance are not provided within the time set the CLIB reserves the right to void the Notice of Award and the Contract.

The bidder understands the CLIB reserves the rights to reject any or all bids, to waive any irregularities in the bidding, and to award the contract to other than the low bidder.

The bidder proposes and agrees, upon acceptance of the bid, to contract with the CLIB, incorporating the content and spirit of the bid specifications. The bidder will provide all necessary equipment, products, personnel, and transportation necessary to execute the work referred to in this invitation to bid. Furthermore, the bidder agrees to perform all work in the manner and time prescribed and according to the requirements of the CLIB.

The undersigned, having familiarized themselves with the Instructions to Bidders and the Work Specifications, hereby proposes to perform everything required and to provide and furnish all of the labor, materials, equipment, and all utility and transportation services necessary to perform and complete all the work required for aquatic herbicide treatments of Cedar Lake in a workmanlike manner, all in accordance with the specifications, and at prices as listed in the worksheets located in Appendix A.

Cedar Lake Improvement Board
Bid Documents For Aquatic Plant Herbicide Treatments Of Cedar Lake
Invitation For Bids

The undersigned, by execution of this document, certifies that he/she is the representative of the firm named as the bidder and that he/she is authorized to execute this bid on behalf of the said firm.

SIGNATURE: _____

NAME: _____

(Printed)

TITLE: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

TELEPHONE: _____

FAX: _____

E-MAIL _____

DATE: _____

Bidder Résumé

In order to expedite the award of this contract, the bidder is required to provide the following information to demonstrate prior experience with similar work to that described on Cedar Lake.

Bidder: _____ Company Name)

A. Please provide a list of applicators employed by your company and their respective dates of certification by the Michigan Department of Agriculture.

B. In 2022, how many lakes in the various size categories listed below did you treat with herbicides?

- 100 to 500 Acres: _____Lakes
- >500 Acres: _____Lakes

C. Please list on a separate sheet all of the equipment to be utilized for the herbicide treatments at Cedar Lake. Include a complete description of the sub-surface injection system method used to comply with Work Specifications, Paragraph 12.

D. Please provide a maximum of three references of previous work. For each project, provide a contact person with phone number and include:

- Lake Name
- County
- Surface Acreage
- Treatment Area Acreage
- Target Plants
- Herbicides Applied

SIGNATURE: _____ DATE _____

NAME : _____

(Printed)

TITLE: _____

Appendix A

Contractor Bid Form Worksheets

Contractor to complete all following worksheets in their entirety and return all sheets with their bid.

Contractor Bid Form Worksheets

Table of Contents

Note: All Checked Items Require Completion

Part 1: Permit Fees, Notifications, Site Reviews and Other Associated Services

- S1 Permit Fees
Permit Application Fees, Pass-Through Permit Costs
- S2 Riparian Notifications and Communications (Required)
 All costs required by permits or additional notifications
- S3 Mobilization Fees (optional, may be no charge)
Costs to arrive at site
- S4 Public Meetings (optional, may be no charge)
Q&A sessions and formal presentations
- S4 On-Site Lake Condition Review (optional, may be no charge)
Attended by members of management team

Part 2: Improvement Agent Application

- A1 Cost to Apply Liquids Less Than 5 Acres
- A2 Cost to Apply Liquids More Than 5 Acres
- A3 Cost to Apply Wettable Powders and Slurries Less Than 5 Acres
- A4 Cost to Apply Wettable Powders and Slurries More Than 5 Acres
- A5 Cost to Apply Granules Less Than 5 Acres
- A6 Cost to Apply Granules More Than 5 Acres

Part 3: Liquid Materials Cost Per Unit Volume Including Applicable Taxes and Surcharges

- L1 Bispyribac
- L2 Carfentrazone
- L3 Copper Sulfate Liquid
- L4 Copper Chelate + Phosphorus Binder
- L5 Copper Chelate Ethanolamine
- L6 Copper Chelate Emulsified Ethanolamine
- L7 Copper Chelate Ethylenediamine
- L8 Copper Hydroxide
- L9 Copper Citrate Gluconate
- L10 Diquat Dibromide
- L11 Diquat Combo (i.e. + Endothall)
- L12 Endothall Potassium Salt
- L13 Endothall Amine
- L14 Fluroxypyr
- L15 Fluridone Liquids
- L16 Flumioxazin Liquid
- L17 Florpyrauxifen-benzyl
- L18 Glyphosate
- L19 Imazamox
- L20 Imazapyr
- L21 Penoxsulam
- L22 Quinclorac
- L23 Topramazone
- L24 Trifloxysulfuron
- L25 Triclopyr, amine
- L26 Triclopyr Acid
- L27 2,4-D, amine
- L28 2,4-D Amine & Flumioxazin
-

Contractor Bid Form Worksheets

Table of Contents

Note: All Checked Items Require Completion

Part 4: Cost of Granular Materials Per Pound Including Applicable Taxes and Surcharges

- G1 2,4-D, amine
- G2 2,4-D Amine & Flumioxazin
- G3 Endothall, Potassium Salt
- G4 Endothall, Amine
- G5 Fluridone
- G6 Triclopyr Triethylamine Salt
- G7 2,4-D Amine
- G8 2,4-D Amine & Triclopyr
- G9 2,4-D BEE, granular
- G10 2,4-D IOE

Part 5: Cost of Wettable Powders or Slurried Materials Per Pound Including Applicable Taxes and Surcharges

- D1 Copper Sulfate
- D2 Copper Chelate Herbicide
- D3 Copper Chelate Algaecide
- D4 Flumioxazin
- D5 Hydrogen Peroxide

Part 6: Chemical and Biological Adjuvants Including Applicable Taxes and Surcharges

Activators

- J11 D-Limonine
- J12 Pine
- J13 Proteins

Sinking and Sticking Agents (Polymers and Emergent Plant Control Enhancements)

- J21 Liquid Adjuvant
- J22 Wettable / Powder Adjuvant

Inverts

- J31 Liquid Invert Agent

Contractor Bid Form Worksheets

Note: All Checked Items on TOC Require Completion

Part 1: Permit Fees, Notifications, Site Reviews and Other Associated Services

Service Description

S1 Permit Fees		Cost \$US
Pesticide Application Permit Fees		
Launch Fees		
Other Permit Fees		

S2 Riparian Notifications and Communications		Cost \$US
MI EGLE Required 7-Day Notice (include postage)		
Notification of Other Entities or Agencies Required by Permit		
Day of Intervention Treatment Area Posting		
Day of Intervention Whole Lake Shoreline Posting		
Days Before Intervention Treatment Area Posting		
Day Before Intervention, Whole Lake Shoreline Posting		

S3 Mobilization Fees		Cost \$US
For Less Than 5 Intervention Acres		
For Greater than 5 Intervention Acres		

S4 Public Meetings		Cost \$US
Q & A Participation		
Formal Presentation		

S4 On-Site Lake Condition Review		Cost \$US
Pre Intervention Review		
Post Intervention Review		

Contractor Bid Form Worksheets

Note: All Checked Items on TOC Require Completion

Part 2: Improvement Agent Application Cost

Service Description	
A1 Cost to Apply Liquids to <u>Less</u> Than 5 Acres	Cost per Acre \$US
Cost to apply one single agent gallon per acre	<input type="text"/>
Cost to apply each additional agent gallon per acre	<input type="text"/>
A2 Cost to Apply Liquids to <u>More</u> Than 5 Acres	Cost per Acre \$US
Cost to apply one single agent gallon per acre	<input type="text"/>
Cost to apply each additional agent gallon or portion per acre	<input type="text"/>
A3 Cost to Apply Wettable Powders and Slurries to <u>Less</u> Than 5 Acres	Cost per Acre \$US
Cost to apply one single agent pound per acre	<input type="text"/>
Cost to apply each additional agent pound per acre	<input type="text"/>
A4 Cost to Apply Wettable Powders and Slurries to <u>More</u> Than 5 Acres	Cost per Acre \$US
Cost to apply one single agent pound per acre	<input type="text"/>
Cost to apply each additional agent pound per acre	<input type="text"/>
A5 Cost to Apply Granules to <u>Less</u> Than 5 Acres	Cost per Acre \$US
Cost to apply one single agent pound per acre	<input type="text"/>
Cost to apply each additional agent pound per acre	<input type="text"/>
A6 Cost to Apply Granules to <u>More</u> Than 5 Acres	Cost per Acre \$US
Cost to apply one single agent pound per acre	<input type="text"/>
Cost to apply each additional agent pound per acre	<input type="text"/>
A7 Cost to Simultaneously Apply Granules and Liquids to <u>Less</u> Than 5 Acres	Cost per Acre \$US
Cost to apply one single agent pound per acre	<input type="text"/>
Cost to apply each additional agent pound per acre	<input type="text"/>
A8 Cost to Simultaneously Apply Granules and Liquids to <u>More</u> Than 5 Acres	Cost per Acre \$US
Cost to apply one single agent pound per acre	<input type="text"/>
Cost to apply each additional agent pound per acre	<input type="text"/>

Contractor Bid Form Worksheets

Note: All Checked Items on TOC Require Completion

Part 3: Liquid Synthetic Biocide Cost Per Unit Volume Including Applicable Taxes and Surcharges

		Control Agent	Brand Name	Unit Volume or Weight	Bid Cost Per Unit Volume or Weight Including all Taxes and Delivery \$US
L1		Bispyribac	Tradewind	1 gal.	
L2		Carfentrazone	Stingray	1 gal.	
L3		Copper Sulfate Liquid		1 gal.	
L4		Copper Sulfate and Phosphorus Binder	SeClear G	1 gal.	
L5		Copper Chelate Ethanolamine		1 gal.	
L6		Copper Chelate Emulsified Ethanolamine i.e. Cutrine Ultra, Captain XTR		1 gal.	
L7		Copper Chelate Ethylenediamine Herbicide		1 gal.	
L8		Copper Hydroxide		1 gal.	
L9		Copper Citrate Gluconate		1 gal.	
L10		Diquat Dibromide		1 gal.	
L11		Diquat Combo i.e. Diquat + Endothall		1 gal.	
L12		Endothall Dipotasium Salt Liquid		1 gal.	
L13		Endothall Amine Liquid		1 gal.	
L14		Fluroxypyr		1 gal.	
L15		Fluridone Liquid		1 qt.	
L16		Flumioxazin Liquid		1 gal.	
L17		Florpyrauxifen-benzyl no PDU		1 gal.	

Contractor Bid Form Worksheets

Note: All Checked Items on TOC Require Completion

Part 3: Liquid Materials Continued

		Control Agent	Brand Name	Volume or	Including all Taxes and Delivery
L18		Glyphosate	<input type="text"/> <input type="text"/>	1 gal.	<input type="text"/> <input type="text"/>
L19		Imazamox	<input type="text"/> <input type="text"/>	1 gal.	<input type="text"/> <input type="text"/>
L20		Imazapyr	<input type="text"/> <input type="text"/>	1 gal.	<input type="text"/> <input type="text"/>
L21		Penoxsulam	<input type="text"/> <input type="text"/>	1 gal.	<input type="text"/> <input type="text"/>
L22		Quinclorac	<input type="text"/> <input type="text"/>	1 gal.	<input type="text"/> <input type="text"/>
L23		Topramazone	<input type="text"/> <input type="text"/>	1 gal.	<input type="text"/> <input type="text"/>
L24		Trifloxysulfuron	<input type="text"/> <input type="text"/>	1 gal.	<input type="text"/> <input type="text"/>
L25		Triclopyr Amine Liquid	<input type="text"/> <input type="text"/>	1 gal.	<input type="text"/> <input type="text"/>
L26		Triclopyr Acid	<input type="text"/> <input type="text"/>	1 gal.	<input type="text"/> <input type="text"/>
L27		2,4-D Amine Liquid	<input type="text"/> <input type="text"/>	1 gal.	<input type="text"/> <input type="text"/>
L28		2,4-D Combo i.e. + Flumixizin	<input type="text"/> <input type="text"/>	1 gal.	<input type="text"/> <input type="text"/>

Contractor Bid Form Worksheets

Note: All Checked Items on TOC Require Completion

Part 4: Cost of Synthetic Granular Biocides Per Pound Including Applicable Taxes and Surcharges

		Control Agent	Brand Name	Unit Volume or Weight	Bid Cost Per Unit Volume or Weight Including all Taxes and Delivery \$US
G1		Copper Sulfate	<input type="text"/> <input type="text"/>	1 lb.	<input type="text"/> <input type="text"/>
G2		Copper Chelate Granular Algaecide	<input type="text"/> <input type="text"/>	1 lb.	<input type="text"/> <input type="text"/>
G3		Copper Chelate Granular Herbicide	<input type="text"/> <input type="text"/>	1 lb.	<input type="text"/> <input type="text"/>
G4		Endothall Salt Granular	<input type="text"/> <input type="text"/>	1 lb.	<input type="text"/> <input type="text"/>
G5		Endothall Amine Granular	<input type="text"/> <input type="text"/>	1 lb.	<input type="text"/> <input type="text"/>
G6		Fluridone Granular	<input type="text"/> <input type="text"/>	1 lb.	<input type="text"/> <input type="text"/>
G7		Triclopyr Amine Granular	<input type="text"/> <input type="text"/>	1 lb.	<input type="text"/> <input type="text"/>
G8		2,4-D Granular	<input type="text"/> <input type="text"/>	1 lb.	<input type="text"/> <input type="text"/>
G9		2,4-D Combo	<input type="text"/> <input type="text"/>	1 lb.	<input type="text"/> <input type="text"/>
G10		2,4-D BEE Granular	<input type="text"/> <input type="text"/>	1 lb.	<input type="text"/> <input type="text"/>
G10		2,4-D IOE Granular	<input type="text"/> <input type="text"/>	1 lb.	<input type="text"/> <input type="text"/>

Contractor Bid Form Worksheets

Note: All Checked Items on TOC Require Completion

Part 5: Cost of Wettable or Slurried Materials Per Pound Including Applicable Taxes and Surcharges

		Control Agent	Brand Name	Unit Volume or Weight	Bid Cost Per Unit Volume or Weight Including all Taxes and Delivery \$US
D1		Copper Sulfate		1 lb.	
D2		Copper Chelate Herbicide		1 lb.	
D3		Copper Chelate Algaecide		1 lb.	
D4		Flumioxazin		1 lb.	
D5		Hydrogen Peroxide		1 lb.	

Contractor Bid Form Worksheets

Note: All Checked Items on TOC Require Completion

Part 6: Chemical and Biological Adjuvants Including Applicable Taxes and Surcharges

Adjuvant	Brand Name	Unit Volume or Weight	Bid Cost Per Unit Volume or Weight Including all Taxes and Delivery \$US
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Activators

J11		D-Limonine	1 gal.	
J12		Pine	1 lb.	
J13		Proteins	1 lb.	
		AMP		

Sinking and Sticking Agents (Polymers and Emergent Plant Enhancements)

J21		Liquid Adjuvant	1 gal.	
J22		Wettable / Soluble Adjuvant	1 lb.	

Inverts

J31		Liquid Invert Agent	1 gal.	

CEDAR LAKE IMPROVEMENT BOARD
REQUEST FOR QUALIFICATIONS & PROPOSALS
For
PROFESSIONAL LIMNOLOGISTS
To Provide
LAKE & AQUATIC PLANT MANAGEMENT SERVICES ON
CEDAR LAKE
INVITATION FOR BIDS

The Cedar Lake Improvement Board is accepting sealed bids for qualifications & proposals for professional limnologists to perform the task of Lake Manager on Cedar Lake in Iosco and Alcona Counties in the State of Michigan.

Sealed bids shall be submitted to:

Qualifications & Proposals for Professional Limnologists
Cedar Lake Improvement Board
PO Box 53
Greenbush, MI 48738

Sealed bids must arrive before 5:00 PM on xxxxx xxth, 2023. Bids received after the deadline will not be considered.

For questions please contact:

Rex Vaughn
CLIB Chairman
Email (preferred): rvaughn@tir.com
Mobile: 810-516-6686

Project Overview

The Cedar Lake Improvement Board (CLIB) is seeking to hire the services of a professional limnologist to study the aquatic habitat as it relates to recurring aquatic nuisance conditions within Cedar Lake. The selected Contractor will prepare recommendations and prescribe the treatment processes for controlling aquatic nuisances during the years 2023 through 2027. The selected Consultant will monitor the effectiveness of the prescribed treatment(s) and for early detection of new or changing conditions that need to be addressed during these same years. The CLIB is looking to preserve a balance between control of aquatic nuisances and maintaining a healthy and diverse aquatic habitat within Cedar Lake.

General Information for the Bidder

1. Cedar Lake is located in T.23N.-R.9E., Sections 15, 10, and 3 of Oscoda Township in Iosco County and T.25N.-R.9E., Sections 34, 27, and 22 of Greenbush Township in Alcona County in the State of Michigan. The lake is 1,075 acres in size. Annual treatment areas generally are less than 200 acres per year. Cedar Lake hires an independent professional aquatic herbicide applicator contractor who will apply aquatic herbicides as directed, specified, and approved by the limnologist and the CLIB.
2. The following definitions will be used throughout this document:
 - a. The Lake: Cedar Lake.
 - b. The Board: Cedar Lake Improvement Board (aka CLIB).
 - c. The Lake Manager (Contractor): The limnologist entity that is awarded a Lake Management contract by the Board.
 - d. The Aquatic Applicator: The entity hired by the AICLA to perform herbicide applications under the supervision of the Lake Manager Contractor.
 - e. The Contract: The resulting agreement between the Board and the Lake Manager Contractor based on this bidding process.
 - f. EGLE: State of Michigan Department of Environment, Great Lakes, and Energy.

Instructions to the Bidder

1. The bidder shall examine the specifications and related documents attached and fully examine the Lake to familiarize themselves with all site conditions. The bidder shall make all necessary investigations to thoroughly inform themselves regarding past and present lake conditions including the EGLE Permits issued to previous Aquatic Applicators using the EGLE MiEnviro Portal, Waterbody: WB-2127.

2. The bidder will also examine all Aquatic Plant Management Reports, Monitoring Reports, Aquatic Plant Management Reports, 2019 – 2021 LakeScan™ Reports, 2011 Watershed Management Plan, Fisheries Assessments, and Bathymetry Assessment & Lake Level Reports posted on the Board web site:

<https://cedarlakewmp.net/home-page>

3. No plea for ignorance of existing conditions shall be accepted. Failure or omission of any bidder to examine these documents or become acquainted with existing conditions shall in no way relieve them from any obligation with respect to their bid or any resulting contract.

4. The CLIB assumes no responsibility or liability for any costs incurred by the contractor prior to signing of an agreement. Total liability of the CLIB is limited to the terms and conditions of any contract resulting from this RFP.

5. If a bidder finds omissions or discrepancies in the bid documents, they shall immediately notify the CLIB so that the CLIB can issue an addendum to all bidders.

6. Sealed bids must be submitted on the bid forms provided in this packet. All bid amounts must be shown as figures and written in ink or typewritten together with all other data as required and shall be legally signed with the complete address of the bidder.

7. The bid amounts shall be all inclusive and there shall be no additional charges. The prices named shall include all taxes in effect on the bid date. The bidder has included all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue on the bid date.

8. The bid form must be fully completed and executed when submitted. Incomplete bids will not be considered.

9. Each bidder shall complete the Bidder Résumé and submit it with their Bid Form along with a current curriculum vitae.

10. Each bid must be submitted in a sealed envelope bearing the following information clearly marked on the outside “Cedar Lake – Lake Manager Sealed Bid – Do Not Open Until 5 PM On xxxxx xx, 2023”.

11. Bids may be withdrawn prior to the stated deadline. Modification of bids in writing will be considered if received prior to the deadline. Once the deadline has lapsed, bids shall remain firm for 90 days, within which the contract shall be awarded.

12. Bids shall be evaluated upon cost and experience of the bidder. The CLIB reserves the right to accept or reject any and all bids, to waive any bid irregularities that may be in the best interest of the CLIB, and to negotiate a contract that will best meet the needs of the CLIB and its lake residents.

13. Awards will be made to the lowest responsive and acceptable offer or as judged by the CLIB. The CLIB may modify this request for proposals at its sole and exclusive discretion by addendum.

14. Acceptance of a proposal does not constitute a contract. Subsequently discovered information or circumstances may prompt the CLIB to rescind acceptance of any proposal after it has been accepted, but before the CLIB has taken action to authorize the contract to be signed. The CLIB reserves the right to rescind its acceptance of a proposal by adopting an appropriate resolution authorizing signature on a contract. At no time has a contract been formed until the CLIB has so acted and the contracts signed by the authorized individuals.

15. By signing and submitting the bid forms, the bidder affirms that their proposal is a free, independent, and legitimate proposal and that they have not engaged in any collusive practices that would have discouraged others to bid or influenced the terms of this proposal or of any others. Any evidence of collusion among the bidders, or any prospective bidders, shall be grounds for disqualification of a bidder and the voiding of any resulting contract.

16. Submitted bids shall become property of the CLIB. Any and all documents produced under the terms of any resulting agreements shall remain property of the CLIB and shall be provided upon request.

Bidder Requirements

Consultants (not applicators) must demonstrate the following expertise and experience for managing aquatic plant communities and Aquatic Invasive Species (AIS) to meet Cedar Lake ecological and recreational goals (see www.cedarlakewmp.net for reference) through:

- 1) Comprehensive monitoring, assessment and management efforts that must include:
 - a) Consideration of physical and biological conditions of lake and surroundings
 - b) Twice per growing system comprehensive plant community surveys documenting and assessing conditions in all 1,080 acres of the northern and southern sections of the lake with aquatic vegetation
 - c) Documentation of progress towards established vegetation management goals using scientific and/or empirically based methods, metrics and/or indices that include, at a minimum:
 - i) Species Richness
 - ii) Biodiversity
 - iii) Morphology
 - iv) Floristic Quality
- (1) Consultants must provide peer-reviewed literature and agency support references for proposed metrics

- (2) Consultants must demonstrate how proposed monitoring and assessment methods will provide continuity with existing long-term database tracking and management methods
 - (3) The CLIB is not interested in non-scientific indices or metrics for “sediment hardness” or “biovolume” from sonar readings
 - d) Descriptions of survey observations for each species in lake ecosystem terms at a minimum for:
 - i) Frequency
 - ii) Coverage
 - iii) Dominance
 - e) Easily interpreted graphic illustrations of vegetation conditions from all surveys
 - f) Near real-time client electronic access to vegetation mapping following surveys
 - g) Coordination and directives to treatment contractors to ensure progress towards identified management needs and targeted goals during the recreational season
 - h) Annual reports that detail monitoring methods, quantified outcomes and plant community changes related to management applications, with recommendations for alternative management approaches if select applications are not meeting goals
- 2) Consultant must document their relevant experience to provide these services with successful project demonstrations of:
- a) Chemical treatments for AIS and nuisance native species with demonstrated staff expertise with specifying applications, rates, and permitting recognizing relevant restrictions/constraints/toxicity
 - b) Mechanical removal (harvesting), bidding, and oversight
 - c) Physical removal
 - i) Small-scale hand removal
 - ii) At-scale Diver Assisted Suction Harvesting (DASH) design, bidding, monitoring and oversight
 - d) Use of Biocontrols and their application
 - e) Physical barrier assessment, design and installation oversight
 - f) Other unique management expertise that may apply to Cedar Lake

Responsive proposals shall provide up to three relevant project examples demonstrating this experience and expertise for projects within the last three years. Each example shall include the period of performance, a project contact and approximate cost of services provided for the period of performance. Preference is for examples that demonstrate long-term tracking of management applications. Links to similar project reports are requested for CLIB review.

Additional Requirements

1. The Contractor must be knowledgeable in limnological data acquisition, compilation, and analysis, littoral zone vegetation monitoring, communications reporting, and herbicide contractor supervision.

2. The Contractor must be skilled in analytical and sampling protocols and must perform them in strict conformance with currently accepted methods and techniques that are most relevant to the proposed study (Aquest Method, LakeScan™, EPA, APHA, or other).
3. The Contractor shall furnish at their own expense insurance coverage including worker's compensation, and general liability. Coverages must be for the minimum amount of \$1,000,000 for each occurrence of bodily injury, minimum \$1,000,000 for each occurrence of property damage. The general liability insurance obtained must name the CLIB as additionally insured. Certificates of the insurance coverage shall be delivered to the CLIB within 10 days of award of the Contract. These certificates shall clearly indicate that the provisions of the applicable policy comply with the above requirements. If the policies confirmed by these certificates will expire prior to the termination of this contract, certificates for renewals must be delivered to the CLIB not less than 10 days prior to the expiration date. Failure to provide certificates of the required insurances will void the Contract awarded by the CLIB.

Work Specifications & Scope

1. The Contract shall be binding on the parties and their successors and assigns; however, the Contractor shall not assign, subcontract, or otherwise transfer the work described and contracted herein without the express prior written consent of the CLIB. A violation of this term shall be considered a materials breach of the Contract.
2. The predominant aquatic invasive plants found in Cedar Lake have been Eurasian Water Milfoil, Curly-Leaf Pondweed, and Starry Stonewort (minor). Nuisance plants include variations of Naiad, Elodea, Wild Celery, Native Pondweeds, Chara, and others as described in the LakeScan™ Reports posted on the Board web site (review of the LakeScan™ Reports by the contractor is considered mandatory).
3. The development of lake treatment plans, treatment area, and the number of acres to be treated will be designed and specified in writing by the Contractor utilizing LakeScan™ AROS maps with GPS reference to MeasureMap Pro for on-water use by the CLIB and the Aquatic Applicator (<https://blueblinkone.com/apps.html>). The Contractor shall coordinate their activities directly with the Aquatic Applicator and the CLIB utilizing these tools.
4. The intent of any resulting contract is to obtain clean, safe, proper, effective, and thoroughly professional undertaking of lake services. The successful bidder shall be competent, courteous, and orderly while on the job.
5. The Contractor shall make several professional visits to the Lake and prepare reports during the life of the contract. Those visits include, but are not limited to the following Annual Task List:

Task 1 – Coordination with Cedar Lake Improvement Board

This is for contract period coordination with the Cedar Lake Improvement Board representative to support client needs including discussions on permit

issues, treatment needs/outcomes, scheduling, observations, and forecasting for 2023-2027.

Task 2 – Early-Season Vegetation Survey

This pre-season preliminary survey with a CLIB representative, a representative of the Aquatic Applicator, and the Contractor, scheduled prior to Memorial Day each year to observe any significant nuisance plants that would warrant immediate treatment before the start of the recreation season. The result of this early season preliminary survey is a treatment plan for the first herbicide treatment.

Task 3 – June LakeScan™ Vegetation Survey

An in-depth vegetation survey will be conducted by the Contractor approximately ten days after the first herbicide application. The Contractor will thoroughly navigate the lake to identify and document the density, distribution, plant height, and nuisance level of all aquatic plant species. This survey will aid in determining if herbicide treatment was effective, but importantly, establish critical ecological annual baseline conditions for the lake.

Task 4 –LakeScan™ Interim Report

An early-season LakeScan™ interim report with early-season findings will be submitted to the CLIB in early July. This report will provide relevant information and maps of key plant observations reflecting the early season treatment results as well as treatment effectiveness and guidance for an additional treatment, if needed. LakeScan™ metrics generated from the first early-season survey findings will be compared to previous years' early-season results. These will also be used to assess potential additional treatment needs for the lake.

Task 5 – August LakeScan™ Vegetation Survey

The late-season LakeScan™ detailed vegetation survey will be conducted by the Contractor to assess aquatic plant community through the annual growing season in August. The Contractor will coordinate with the aquatic applicator and the CLIB on timing of the late-season survey. The Contractor will thoroughly navigate the lake to identify and document the density, distribution, plant height, and nuisance level of all aquatic plant species. This survey will aid in determining the effectiveness of any additional herbicide treatments if they occur, potential late season treatment needs, and be used to forecast potential next year conditions.

Task 6 – Final LakeScan™ Report

The annual LakeScan™ final report will include details of early-season and late-season survey findings, results of treatment applications, plant community conditions, ecological conditions, and recommendations for future Cedar Lake management. The final report will compare 2022 vegetation survey results with

historical results to analyze overall trends in lake biodiversity, species richness, nuisance levels, and fish habitat. It will be submitted to the CLIB by December of of each year.

6. The Contractor must schedule treatments to not restrict recreational water use (e.g. swimming, fishing) on Fridays, Saturdays, Sundays, Memorial Day, July 4th, Labor Day, or other special occasions as determined by the CLIB.
7. The Contractor must follow EGLE restrictions on the use of copper-based products during May and June. These restrictions will be listed in the EGLE Permit.
10. Treatments will be designed by the Contractor, approved by the CLIB, and executed by the Aquatic Applicator in the timeframe specified by the Contractor. If there is not adequate die-back of treated plants, the Aquatic Applicator, at the Contractor's discretion, may be required to re-treat these plants at no additional cost to the CLIB.
11. If a fluridone treatment is required, the Contractor will be responsible for the Lake Management Plan. The Lake Manager will be responsible for collecting and shipping residue samples. The Contractor will be reimbursed for shipping costs, lab fees, and time at the Lake. The results of residue monitoring shall be faxed or e-mailed to the Contractor within 10 working days of sample date.
12. If residue samples for the use of Triclopyr or 2,4-D are required by the EGLE Permit, the Consultant will determine the number and location of residue samples. The Consultant will be responsible for collecting and shipping residue samples. The Aquatic Applicator will assist the Contractor in collecting the samples and will be reimbursed for shipping costs, lab fees, and time at the Lake. The results of residue monitoring shall be faxed or e-mailed to the Contractor within 5 working days of sample date.
13. Upon the completion of work and on a quarterly basis, the Contractor shall submit to the CLIB a detailed invoice for each visit or other service accomplished in the preceding quarter. The professional services agreement, that is to be executed with the selected Consultant, will include a provision for the CLIB to annually retain 5% of the Consultant's invoiced fees until the ensuing years monitoring has been completed and the results have been provided to the Township in the form of a written report.

BID FORM

BID DATE: xxxx xx, 2023

BID TO: Qualifications & Proposals for Professional Limnologists

Cedar Lake Improvement Board

PO Box 53

Greenbush, MI 48738

The undersigned bidder hereby declares that this bid is made in good faith and without fraud or collusion with any other bidder or any competitor.

The bidder has carefully read, examined, and understands the General Information, Instructions, Requirements, and Work Specifications & Scope for the proposed work. The bidder has investigated the lake and its condition to determine the character and difficulties attending the execution of the proposed work.

All work described in the bid specifications and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form. The CLIB assumes no responsibility or liability for any costs incurred by the Contractor prior to the signing of an agreement. Total liability of the CLIB is limited to the terms and conditions of the Contract resulting from this bid document.

The undersigned agrees that this bid shall be good for 90 calendar days after the scheduled closing time for receiving bids. Within that timeframe, the CLIB shall provide a written Notice of Award to the successful bidder. Upon receipt of a written Notice of Award, the bidder shall enter into a formal contract with the CLIB incorporating the content and spirit of the bid specifications. Within 10 days of the Notice of Award, the Contractor shall deliver the required certificates of insurance described in the “Bidder Requirements”. In the event the contract and certificates of insurance are not provided within the time set the CLIB reserves the right to void the Notice of Award and the Contract.

The bidder understands the CLIB reserves the rights to reject any or all bids, to waive any irregularities in the bidding, and to award the contract to other than the low bidder.

Cedar Lake Improvement Board
Bid Documents For Qualifications & Proposals For Professional Limnologists
Invitation For Bids

The bidder proposes and agrees, upon acceptance of the bid, to contract with the CLIB, incorporating the content and spirit of the bid specifications. The bidder will provide all necessary equipment, products, personnel, and transportation necessary to execute the work referred to in this invitation to bid. Furthermore, the bidder agrees to perform all work in the manner and time prescribed and according to the requirements of the CLIB.

The undersigned, having familiarized themselves with the Instructions to Bidders and the Work Specifications, hereby proposes to perform everything required and to provide and furnish all of the labor, materials, equipment, and all utility and transportation services necessary to perform and complete all the work required for Lake Management Consultant in a professional manner, all in accordance with the specifications, and at prices as listed in the Bid Form.

Cedar Lake Improvement Board
Bid Documents For Qualifications & Proposals For Professional Limnologists
Invitation For Bids

Cedar Lake Improvement Board

Cedar Lake

LAKE MANAGEMENT SERVICES

PRICE PROPOSAL SHEET

Company Name: _____

Phone: _____ Fax: _____

Email: _____

(Only firm, fixed price offers will be evaluated. An offer that demonstrates a variable cost schedule or is subject to escalation based upon any contingency will not be accepted and will be considered non-responsive and non-conforming to this solicitation.)

Years 2022 - 2026 monitor, prescribe treatments, prepare reports and attend meetings as requested herein

Year	Price (Numerical)
2023	
2024	
2025	
2026	
2027	
Lump Sum	

CONSULTANT'S LUMP SUM "NOT TO EXCEED" AMOUNT to provide the services described herein.

Written Proposal Amount _____ \$ _____ Numerical

Cedar Lake Improvement Board
Bid Documents For Qualifications & Proposals For Professional Limnologists
Invitation For Bids

To the Cedar Lake Improvement Board:

Pursuant to the notices given, the undersigned has examined the documents relating to proposal requirements in order to be considered as the Lake Management Consultant for the Cedar Lake Improvement Board and does hereby submit a proposal in accordance with this "Request for Qualifications & Proposals".

Submitted and signed this _____ Day of _____, 2023.

Signature of person authorized to legally bind the company.

Signature: _____

Printed Name: _____

Title: _____

Bidder Résumé

In order to expedite the award of this contract, the bidder is required to provide the following information to demonstrate prior experience with similar work to that required on Cedar Lake.

Bidder: _____ Company Name)

Bidder must document their relevant experience to provide these services with successful project demonstrations of:

- Chemical treatments for AIS and nuisance native species with demonstrated staff expertise with specifying applications, rates, and permitting recognizing relevant restrictions/constraints/toxicity
- Mechanical removal (harvesting), bidding, and oversight
- Physical removal
 - Small-scale hand removal
 - At-scale Diver Assisted Suction Harvesting (DASH) design, bidding, monitoring and oversight
- Use of Biocontrols and their application
- Physical barrier assessment, design and installation oversight
- Other unique management expertise that may apply to Cedar Lake

Responsive proposals shall provide up to three relevant project examples demonstrating this experience and expertise for projects within the last three years. Each example shall include the period of performance, a project contact and approximate cost of services provided for the period of performance. Preference is for examples that demonstrate long-term tracking of management applications. Links to similar project reports are requested for CLIB review.

Please provide a list of limnologists employed by your company and their respective curriculum vitae.

In 2022, how many lakes in the various size categories listed below did you manage?

- 100 to 500 Acres: _____Lakes
- >500 Acres: _____Lakes

Please list on a separate sheet all of the equipment to be utilized for the on-lake surveys at Cedar Lake.

Also include a copy of a current curriculum vitae.

Cedar Lake Improvement Board
Bid Documents For Qualifications & Proposals For Professional Limnologists
Invitation For Bids

By submission of a written response to this request, the Consultant acknowledges and agrees that representatives of the CLIB are also authorized to contact and talk with past clients of the Consultant, any partners or subcontracted service providers that will be utilized during this project.

SIGNATURE: _____ DATE _____

NAME : _____

(Printed)

TITLE: _____

CEDAR LAKE IMPROVEMENT BOARD
REQUEST FOR QUALIFICATIONS & PROPOSAL
For
WATERSHED MANAGEMENT CONSULTING
SERVICES ON CEDAR LAKE

INVITATION FOR BIDS

The Cedar Lake Improvement Board (CLIB) is seeking competitive bids from qualified consultants to address a myriad of lake and watershed management needs on the 1,075-acre Cedar Lake in Alcona & Iosco Counties in the State of Michigan.

Sealed bids shall be submitted to:

Qualifications & Proposals for Watershed Management Consulting
Cedar Lake Improvement Board
PO Box 53
Greenbush, MI 48738

Sealed bids must arrive before 5:00 PM on xxxxx xxth, 2023. Bids received after the deadline will not be considered.

For questions please contact:

Rex Vaughn
CLIB Chairman
Email (preferred): rvaughn@tir.com
Mobile: 810-516-6686

Summary

The Cedar Lake Improvement Board (CLIB) is seeking competitive bids from qualified consultants to address a myriad of lake and watershed management needs for 2023 on the 1,075-acre Cedar Lake in Alcona & Iosco Counties of Michigan. Qualifying submissions must meet all information requests. Selected consultants demonstrating successful performance in 2023 may be awarded an additional 4-year contract extension for an overall 5-year period of performance.

General Information for the Bidder

1. Cedar Lake is located in T.23N.-R.9E., Sections 15, 10, and 3 of Oscoda Township in Iosco County and T.25N.-R.9E., Sections 34, 27, and 22 of Greenbush Township in Alcona County in the State of Michigan. The lake is 1,075 acres in size.
2. The following definitions will be used throughout this document:
 - a. The Lake: Cedar Lake.
 - b. The Board: Cedar Lake Improvement Board (aka CLIB).
 - c. The Lake Manager: The limnologist entity that is awarded a Lake Management contract by the Board.
 - d. The Aquatic Applicator: The entity hired by the AICLA to perform herbicide applications under the supervision of the Lake Manager.
 - e. The Contract: The resulting agreement between the Board and the Watershed Management Consultant Contractor based on this bidding process.
 - f. EGLE: State of Michigan Department of Environment, Great Lakes, and Energy.
3. Over the last 25+ years, the CLIB has conducted an annual aquatic invasive species management program using an independent professional Lake Manager and an independent Aquatic Applicator. Treatment areas generally are less than 200 acres per year. The successful Watershed Management Consultant will coordinate activities with the CLIB, the Lake Manager, and the Aquatic Applicator, but will not direct or manage their activities.

Instructions to the Bidder

1. The bidder shall examine the specifications and related documents attached and fully examine the Lake and watershed to familiarize themselves with all site conditions. The bidder shall make all necessary investigations to thoroughly inform themselves regarding past and present lake and watershed conditions.
2. The bidder will examine all documents posted on the Board web site:

<https://cedarlakewmp.net>

3. No plea for ignorance of existing conditions shall be accepted. Failure or omission of any bidder to examine these documents or become acquainted with existing conditions shall in no way relieve them from any obligation with respect to their bid or any resulting contract.
4. The CLIB will conduct a mandatory on-site pre-bid meeting with individual interviews for bidders on March xx, 2023, starting at 10 AM at the (venue to be determine). Each bidder will be granted xx minutes to present their qualifications, expertise, and experience, followed by a Q&A with CLIB Board Members. Lack of attendance will disqualify the bidder from the bidding process.
5. The CLIB assumes no responsibility or liability for any costs incurred by the contractor prior to signing of an agreement. Total liability of the CLIB is limited to the terms and conditions of any contract resulting from this RFP.
6. If a bidder finds omissions or discrepancies in the bid documents, they shall immediately notify the CLIB so that the CLIB can issue an addendum to all bidders.
7. Sealed bids must be submitted on the bid forms provided in this packet. All bid amounts must be shown as figures and written in ink or typewritten together with all other data as required and shall be legally signed with the complete address of the bidder.
8. The bid amounts shall be all inclusive and there shall be no additional charges. The prices named shall include all taxes in effect on the bid date. The bidder has included all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue on the bid date.
9. The bid form must be fully completed and executed when submitted. Incomplete bids will not be considered.
10. Each bid must be submitted in a sealed envelope bearing the following information clearly marked on the outside “Cedar Lake – Watershed Management Consultant Sealed Bid – Do Not Open Until 5 PM On xxxxx xx, 2023”.
11. Bids may be withdrawn prior to the stated deadline. Modification of bids in writing will be considered if received prior to the deadline. Once the deadline has lapsed, bids shall remain firm for 90 days, within which the contract shall be awarded.
12. Bids shall be evaluated upon cost and experience of the bidder. The CLIB reserves the right to accept or reject any and all bids, to waive any bid irregularities that may be in the best

interest of the CLIB, and to negotiate a contract that will best meet the needs of the CLIB and its lake residents.

13. Awards will be made to the lowest responsive and acceptable offer or as judged by the CLIB. The CLIB may modify this request for proposals at its sole and exclusive discretion by addendum.

14. Acceptance of a proposal does not constitute a contract. Subsequently discovered information or circumstances may prompt the CLIB to rescind acceptance of any proposal after it has been accepted, but before the CLIB has taken action to authorize the contract to be signed. The CLIB reserves the right to rescind its acceptance of a proposal by adopting an appropriate resolution authorizing signature on a contract. At no time has a contract been formed until the CLIB has so acted and the contracts signed by the authorized individuals.

15. By signing and submitting the bid forms, the bidder affirms that their proposal is a free, independent, and legitimate proposal and that they have not engaged in any collusive practices that would have discouraged others to bid. Any evidence of collusion among the bidders, or any prospective bidders, shall be grounds for disqualification of a bidder and the voiding of any resulting contract.

16. Submitted bids shall become property of the CLIB. Any and all documents produced under the terms of any resulting agreements shall remain property of the CLIB and shall be provided upon request.

Bidder Requirements

Consultants must provide the CLIB with qualifications that demonstrate expertise and experience with the following skills to lead the management of lake and watershed needs identified in the approved Watershed Management Plan as seen at www.cedarlakewmp.net:

- Leadership, development and updating of EPA Nine Elements-Approved watershed management plans (not lake management plans)
- Long-term (>5-year) lake water level monitoring program design, implementation, data analysis and management of an extensive array of surface and groundwater level loggers
- Watershed and lake hydrological modeling for assessment, planning, design, reporting and management for addressing complex surface water/groundwater hydrology impacting seasonal lake levels
- Lake level augmentation studies, risk assessment, design, costing and permitting to manage fluctuating lake levels
- Watershed/surface water hydrology assessment, engineering design and management including wetlands and stream restoration with integration of ecological and habitat improvements for fisheries
- Watershed loading assessment with strategy development, design and implementation to address issues impacting lake water quality
- Assessment and evaluation of large-scale dredging projects through monitoring, design and permitting

Cedar Lake Improvement Board
Bid Documents For Qualifications & Proposals for
Watershed Management Consulting Services on Cedar Lake
Invitation For Bids

- Siting, design and implementation of natural shorelines
- Fisheries habitat assessment, improvement project design, monitoring and implementation
- Surface and groundwater monitoring (including for PFAS)
- Client website development and maintenance
- Work with Lake Improvement Boards under Part 309 of Michigan's Natural Resources and Environmental Protection Act 451 of 1994 (NREPA)
- Successful NREPA Part 301 and 303 permitting
- Detailed budget tracking, administrative reporting
- Responsive proposals shall include up to five project examples demonstrating this experience and expertise for completed or ongoing projects within the last three years. Each example shall include the period of performance, a project contact and approximate cost of services provided for the period of performance. Preference is for examples that demonstrate application of all or most of these efforts in one project.
- 1-page curriculum vitae for staff assigned to the project and hourly rates for same

Additional Requirements

The Contractor shall furnish at their own expense insurance coverage including worker's compensation, and general liability. Coverages must be for the minimum amount of \$1,000,000 for each occurrence of bodily injury, minimum \$1,000,000 for each occurrence of property damage. The general liability insurance obtained must name the CLIB as additionally insured. Certificates of the insurance coverage shall be delivered to the CLIB within 10 days of award of the Contract. These certificates shall clearly indicate that the provisions of the applicable policy comply with the above requirements. If the policies confirmed by these certificates will expire prior to the termination of this contract, certificates for renewals must be delivered to the CLIB not less than 10 days prior to the expiration date. Failure to provide certificates of the required insurances will void the Contract awarded by the CLIB.

The Contract shall be binding on the parties and their successors and assigns; however, the Contractor shall not assign, subcontract, or otherwise transfer the work described and contracted herein without the express prior written consent of the CLIB. A violation of this term shall be considered a materials breach of the Contract.

Watershed Management Scope of Work for 2023

The consultant shall provide a sufficiently supportive description of their approach, detailed staff time and direct costs for the completing the following proposed 2023 Watershed Management Consulting elements consistent with previous efforts found at www.cedarlakewmp.net:

- CLIB coordination to include periodic updates to the board during board meetings (3 conference calls/year)
- CLIB representative coordination throughout the period of contracted service (assume two calls per month)
- Watershed Management Plan (WMP) updates that include coordination with the CLIB, Alcona-Iosco Cedar Lake Association and other WMP stakeholders, necessary updates from the 2011 EPA-approved WMP documenting completion of efforts to date and new initiatives necessary to advance WMP goals
- A scope and associated consultant costs shall be proposed to assess fisheries habitat conditions in Cedar Lake that will minimally include documentation of coarse woody habitat, lake and tributary spawning habitat, and shoreline conditions in relation to future fisheries improvements documented in the WMP
- Ongoing implementation of an annual hydrology and lake level monitoring program that includes:
 - Seasonal maintenance and data downloads of 29 level logger instruments (HOBO and Heron brands) set in shallow and deep piezometers along the lake shoreline, two western tributaries, and strategic off-lake locations providing continuously recording water level observations with the assumption of two annual site visits for O&M and data downloads
 - Add placeholder staff costs and travel expenses for two additional site visits for unplanned level logger maintenance of the existing instrument array
 - Hydrological assessment of the Jones Ditch drainage contributions to Cedar Lake based on anticipated winter 2023 topographic survey data collection, data from four level loggers, local rain gauge data provided by the CLIB representative, all to assess seasonal flow contributions to the lake, their effect on lake level and localized management improvements to enhance summer-time precipitation flows to the lake
 - Annual/updated hydrological assessment of data from six level loggers for the Sherman Creek summer-time contributions to the lake in relation to rainfall on a wetlands containment berm reducing surface water flow losses out of the creek drainage area
 - Redeployment of three (3) existing shallow groundwater piezometers and level loggers along the northeastern shoreline
 - Options for continuous lake outflow measurements in the outlet culvert shall be assessed by the consultant with recommendations (including all estimated costs) provided to the CLIB for consideration of purchase and installation.

Cedar Lake Improvement Board
Bid Documents For Qualifications & Proposals for
Watershed Management Consulting Services on Cedar Lake
Invitation For Bids

- Detailed and rigorous data analysis and an annual hydrology report preparation on overall conditions influencing seasonal lake level conditions based on the above 2023 efforts and historical monitoring with reference to additional monitoring and management needs/opportunities, prepared and submitted to the CLIB. Format of the report to be as detailed and comprehensive as previous hydrology reports as seen on the Board web site at: <https://cedarlakewmp.net>
- The period of performance for these services is projected to be April 1, 2023 to January 31, 2024.

Cedar Lake Improvement Board
Bid Documents For Qualifications & Proposals for
Watershed Management Consulting Services on Cedar Lake
Invitation For Bids

BID FORM

BID DATE: xxxx xx, 2023

BID TO:

Qualifications & Proposals for
Watershed Management Consulting Services
Cedar Lake Improvement Board
PO Box 53
Greenbush, MI 48738

The undersigned bidder hereby declares that this bid is made in good faith and without fraud or collusion with any other bidder or any competitor.

The bidder has carefully read, examined, and understands the General Information, Instructions, Requirements, and Scope for the proposed work. The bidder has investigated the lake, the watershed, and its condition to determine the character and difficulties attending the execution of the proposed work.

All work described in the bid specifications and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form. The CLIB assumes no responsibility or liability for any costs incurred by the Contractor prior to the signing of an agreement. Total liability of the CLIB is limited to the terms and conditions of the Contract resulting from this bid document.

The undersigned agrees that this bid shall be good for 90 calendar days after the scheduled closing time for receiving bids. Within that timeframe, the CLIB shall provide a written Notice of Award to the successful bidder. Upon receipt of a written Notice of Award, the bidder shall enter into a formal contract with the CLIB incorporating the content and spirit of the bid specifications. Within 10 days of the Notice of Award, the Contractor shall deliver the required certificates of insurance described in the "Bidder Requirements". In the event the contract and certificates of insurance are not provided within the time set the CLIB reserves the right to void the Notice of Award and the Contract.

Cedar Lake Improvement Board
Bid Documents For Qualifications & Proposals for
Watershed Management Consulting Services on Cedar Lake
Invitation For Bids

The bidder understands the CLIB reserves the rights to reject any or all bids, to waive any irregularities in the bidding, and to award the contract to other than the low bidder.

The bidder proposes and agrees, upon acceptance of the bid, to contract with the CLIB, incorporating the content and spirit of the bid specifications. The bidder will provide all necessary equipment, products, personnel, and transportation necessary to execute the work referred to in this invitation to bid. Furthermore, the bidder agrees to perform all work in the manner and time prescribed and according to the requirements of the CLIB.

The undersigned, having familiarized themselves with the Instructions to Bidders and the Scope Specifications, hereby proposes to perform everything required and to provide and furnish all of the labor, materials, equipment, and all utility and transportation services necessary to perform and complete all the work required for Watershed Management Consultant for Cedar Lake in a professional manner, all in accordance with the specifications, and at prices as listed in the Bid Form.

Cedar Lake Improvement Board

Cedar Lake

WATERSHED MANAGEMENT CONSULTANT

PRICE PROPOSAL SHEET

Watershed Management Scope of Work (2023)

Company Name: _____

Phone: _____ Fax: _____

Email: _____

(Only firm, fixed price offers will be evaluated. An offer that demonstrates a variable cost schedule or is subject to escalation based upon any contingency will not be accepted and will be considered non-responsive and non-conforming to this solicitation.)

Cedar Lake Improvement Board
Bid Documents For Qualifications & Proposals for
Watershed Management Consulting Services on Cedar Lake
Invitation For Bids

CONSULTANT'S LUMP SUM "NOT TO EXCEED" AMOUNT to provide the services described herein.

Written Proposal Amount _____ \$ _____ Numerical

To the Cedar Lake Improvement Board:

Pursuant to the notices given, the undersigned has examined the documents relating to proposal requirements in order to be considered as the Watershed Management Consultant for the Cedar Lake Improvement Board and does hereby submit a proposal in accordance with this "Request for Qualifications & Proposals".

Submitted and signed this _____ Day of _____, 2023.

Signature of person authorized to legally bind the company.

Signature: _____

Printed Name: _____

Title: _____



536 E. Michigan Avenue
 Suite 300
 Kalamazoo, MI 49007

Invoice

DATE	INVOICE #
2/9/2023	23-165

BILL TO:

Cedar Lake Improvement Bd.
 C/o Rex Vaughn
 PO Box 53
 Greenbush, MI 48738

DESCRIPTION	QTY	P.O. NO.	TERMS
		2022-2023 Budget	Net 30
DESCRIPTION	QTY	RATE	AMOUNT
Professional Engineer - Task 1	0.25	160.00	40.00
Senior Scientist/ Principal - Task 1	0.25	200.00	50.00
Webhosting & Maint. Fees to 1/31/23 - Task 1		30.00	30.00
Project Scientist IV - Task 3B	10	65.00	650.00
Project Scientist IV - Task 3C	3.75	65.00	243.75
Mileage to/from Cedar Lake, 1/18/23 - Approx. 520 Miles - Task 3C	520	0.585	304.20
Senior Scientist/ Principal - Task 3D	0.25	200.00	50.00
Environmental Engineer I - Task 3D	2	115.00	230.00
Project Scientist IV - Task 3D	44.75	65.00	2,908.75
Project Scientist IV - Task 4F	4	65.00	260.00
Project Scientist IV - Task 7E	1	65.00	65.00
Project Scientist IV - Task 7F	4.5	65.00	292.50
<p>This invoice is for professional services rendered through January 31, 2023, as related to the Cedar Lake Improvement Bd., 2022-2023 Budget.</p>			
		Total	USD 5,124.20

Please remit payment to Kieser & Associates, LLC
 For questions, please contact Becky Hough.

Phone #	Fax #
(269) 344-7117	(269) 344-2493

Kieser & Associates, LLC
Time by Job Detail
December 10, 2022 through January 31, 2023

Cedar Lake Improvement Bd. (2022-2023)	Date	Name	Duration	Cost	Notes
Cedar Lake Improvement Bd. (2022-2023): Task 1 - Client Coordination					
	01/05/2023	Jacobson, John	0.25	40.00	Survey Coordination and discussion
	01/09/2023	Kieser, Mark	0.25	50.00	Survey Costs
	Dec-Jan	Webhosting Fees		30.00	Webhosting Fees through 1/31/23
Total Cedar Lake Improvement Bd. (2022-2023): Task 1:			0.50	120.00	
 Cedar Lake Improvement Bd. (2022-2023): Task 3B-Hydrology-Logger Maint. Nov & Mar					
	01/18/2023	Harrison, Zach	10.00	650.00	Logger visit to Cedar
Total Cedar Lake Improvement Bd. (2022-2023): Task 3B:			10.00	650.00	
 Cedar Lake Improvement Bd. (2022-2023): Task 3C-Hydrology- Annual Data Analysis					
	12/13/2022	Harrison, Zach	1.50	97.50	2022 Flow Data analysis
	01/19/2023	Harrison, Zach	2.25	146.25	Downloading berm data + Reporting
	01/18/2023	Mileage		304.20	Mileage to/from Cedar Lake - Approx. 520 Miles, 1/18/23
Total Cedar Lake Improvement Bd. (2022-2023): Task 3C:			3.75	547.95	
 Cedar Lake Improvement Bd. (2022-2023): Task 3D-Hydrology - Annual Reporting					
	01/04/2023	Kieser, Mark	0.25	50.00	Next steps on Hydraulics report
	01/03/2023	Foster, Michael E.	2.00	230.00	Data and report review
	12/12/2022	Harrison, Zach	8.00	520.00	Cedar Lake Hydrology Reporting
	12/14/2022	Harrison, Zach	1.00	65.00	Cedar Lake annual Reporting
	12/15/2022	Harrison, Zach	4.50	292.50	Final Reporting
	12/20/2022	Harrison, Zach	1.50	97.50	CL reporting
	01/03/2023	Harrison, Zach	2.00	130.00	Cedar Lake reporting
	01/04/2023	Harrison, Zach	2.00	130.00	Final reporting
	01/05/2023	Harrison, Zach	3.00	195.00	Final reporting
	01/06/2023	Harrison, Zach	3.00	195.00	Reporting
	01/09/2023	Harrison, Zach	4.50	292.50	Reporting

Kieser & Associates, LLC
Time by Job Detail
December 10, 2022 through January 31, 2023

Cedar Lake Improvement Bd. (2022-2023)	Date	Name	Duration	Cost	Notes
	01/11/2023	Harrison, Zach	3.25	211.25	Reporting
	01/27/2023	Harrison, Zach	3.50	227.50	Report
	01/30/2023	Harrison, Zach	3.00	195.00	CL reporting
	01/31/2023	Harrison, Zach	5.50	357.50	Final Reporting
Total Cedar Lake Improvement Bd. (2022-2023): Task 3D:			47.00	3,188.75	
Cedar Lake Improvement Bd. (2022-2023): Task 4F- Jones Creek - Reporting					
	01/11/2023	Harrison, Zach	2.00	130.00	Cedar Final Reporting
	01/25/2023	Harrison, Zach	2.00	130.00	CL report
Total Cedar Lake Improvement Bd. (2022-2023): Task 4F:			4.00	260.00	
Cedar Lake Improvement Bd. (2022-2023): Task 7E- Outlet Monitoring- Data Analysis					
	12/28/2022	Harrison, Zach	1.00	65.00	Data download + analysis
Total Cedar Lake Improvement Bd. (2022-2023): Task 7E:			1.00	65.00	
Cedar Lake Improvement Bd. (2022-2023): Task 7F - Outlet Monitoring - Reporting					
	01/13/2023	Harrison, Zach	2.00	130.00	Flow Reporting
	01/24/2023	Harrison, Zach	2.50	162.50	Hydrology Report
Total Cedar Lake Improvement Bd. (2022-2023): Task 7F:			4.50	292.50	
TOTAL-CEDAR LAKE IMPROVEMENT BD. (2022-2023):			70.75	5,124.20	

Subject: Request for Mileage & Postage Reimbursement
Date: Wednesday, February 8, 2023 at 4:53:50 PM Eastern Standard Time
From: Rex Vaughn
To: Carolyn Brummund
CC: Pat & Dave Dailey
Attachments: 6295 Pinecroft Ct, Flint, MI to 3580 East Cedar Lake Drive, Greenbush, MI - Google Maps.pdf, Schwickert Tax Exemption Form Postage.pdf, n-23-03.pdf

MC:

Please consider this email as my request for postage and a mileage reimbursement for one (1) CLIB business round trips from my residence in Flint Township to my residence at Cedar Lake, Greenbush, MI:

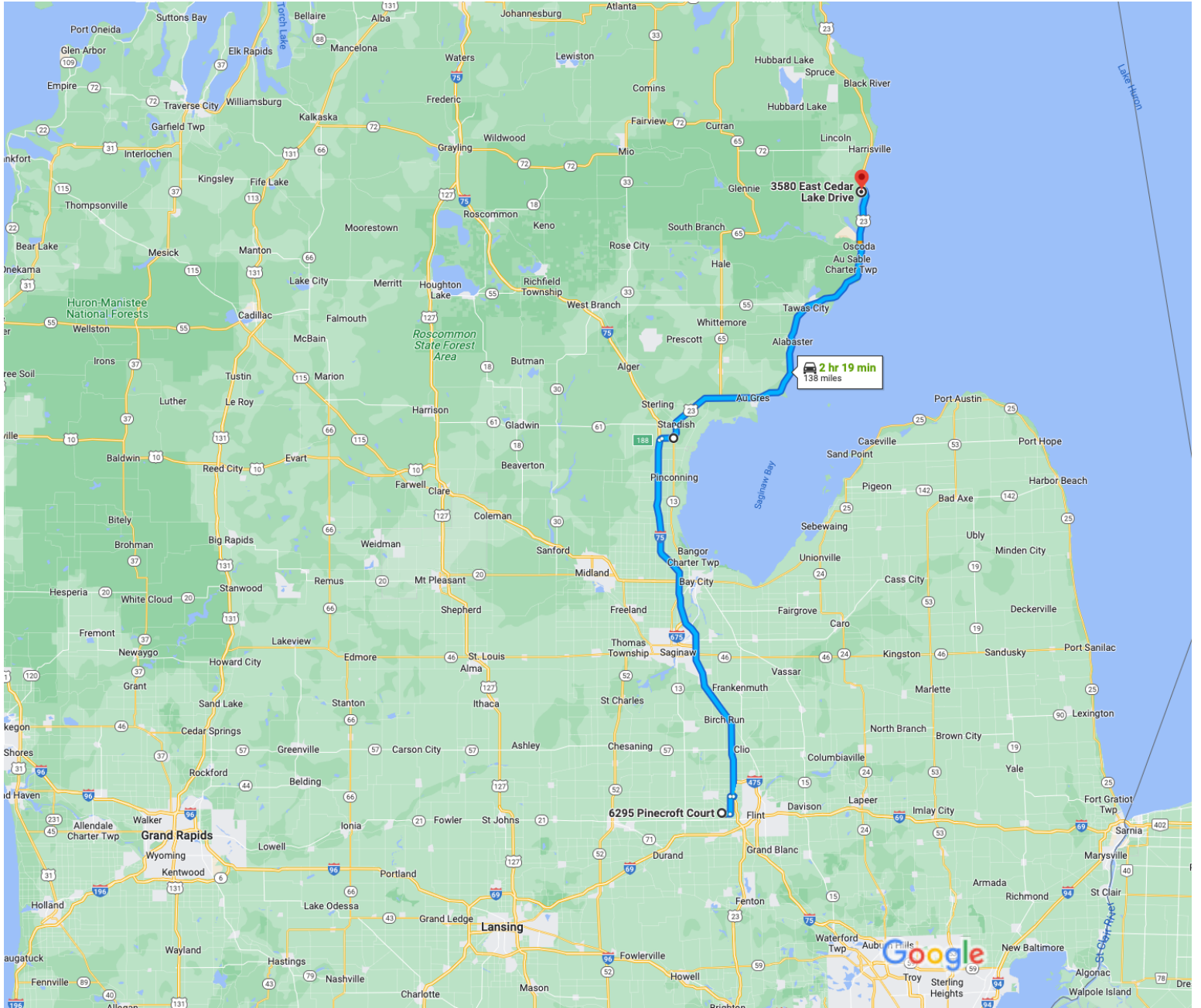
Dates of Travel & Purpose: February 2 – February 3, 2022, attend CLIB Meeting at Alcona County Building, total mileage 276 miles.

Total mileage reimbursement claimed: 276 miles @ 65.5 cents per mile (new 2023 IRS reimbursement rate, IRS Notice attached) = \$180.78

Attached please find a Google Map with mileage verification for the trip.

Kindest Regards,

Rex Vaughn



Map data ©2022 Google 10 mi

6295 Pinecroft Ct
Flint, MI 48532

Get on I-75 N/US-23 N in Mount Morris Township from
Calkins Rd and N Linden Rd

10 min (5.4 mi)

- ↑ 1. Head south on Pinecroft Ct toward Stonegate Pkwy

89 ft

2023 Standard Mileage Rates

Notice 2023-03

SECTION 1. PURPOSE

This notice provides the optional 2023 standard mileage rates for taxpayers to use in computing the deductible costs of operating an automobile for business, charitable, medical, or moving expense purposes. This notice also provides the amount taxpayers must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that may be used in computing the allowance under a fixed and variable rate (FAVR) plan. Additionally, this notice provides the maximum fair market value (FMV) of employer-provided automobiles first made available to employees for personal use in calendar year 2023 for which employers may use the fleet-average valuation rule in § 1.61-21(d)(5)(v) or the vehicle cents-per-mile valuation rule in § 1.61-21(e).¹

SECTION 2. BACKGROUND

Rev. Proc. 2019-46, 2019-49 I.R.B. 1301, provides rules for computing the deductible costs of operating an automobile for business, charitable, medical, or moving expense purposes, and for substantiating, under § 274(d) and § 1.274-5, the amount of

¹ Unless otherwise specified, all “section” or “§” references are to sections of the Internal Revenue Code (Code) or the Income Tax Regulations (26 CFR part 1).

ordinary and necessary business expenses of local transportation or travel away from home. Taxpayers using the standard mileage rates must comply with Rev. Proc. 2019-46. However, a taxpayer is not required to use the substantiation methods described in Rev. Proc. 2019-46, but instead may substantiate using actual allowable expense amounts if the taxpayer maintains adequate records or other sufficient evidence.

An independent contractor conducts an annual study for the Internal Revenue Service of the fixed and variable costs of operating an automobile to determine the standard mileage rates for business, medical, and moving use reflected in this notice. The standard mileage rate for charitable use is set by § 170(i).

Longstanding regulations under § 61 provide special valuation rules for employer-provided automobiles. The amount that must be included in the employee's income and wages for the personal use of an employer-provided automobile generally is determined by reference to the automobile's FMV. If an employer chooses to use a special valuation rule, the special value is treated as the FMV of the benefit for income tax and employment tax purposes. Section 1.61-21(b)(4). Two such special valuation rules, the fleet-average valuation rule and the vehicle cents-per-mile valuation rule, are set forth in § 1.61-21(d)(5)(v) and § 1.61-21(e), respectively. These two special valuation rules are subject to limitations, including that they may be used only in connection with automobiles having values that do not exceed a maximum amount set forth in the regulations.

SECTION 3. STANDARD MILEAGE RATES

The standard mileage rate for transportation or travel expenses is 65.5 cents per mile for all miles of business use (business standard mileage rate). See section 4 of

Rev. Proc. 2019-46. However, § 11045 of Public Law 115-97, 131. Stat. 2054 (December 22, 2017), commonly known as the Tax Cuts and Jobs Act (TCJA) suspends all miscellaneous itemized deductions that are subject to the two-percent of adjusted gross income floor under § 67, including unreimbursed employee travel expenses, for taxable years beginning after December 31, 2017, and before January 1, 2026. Thus, the business standard mileage rate provided in this notice cannot be used to claim an itemized deduction for unreimbursed employee travel expenses during the suspension. Notwithstanding the foregoing suspension of miscellaneous itemized deductions, deductions for expenses that are deductible in determining adjusted gross income are not suspended. For example, members of a reserve component of the Armed Forces of the United States (Armed Forces), state or local government officials paid on a fee basis, and certain performing artists are entitled to deduct unreimbursed employee travel expenses as an adjustment to total income on line 12 of Schedule 1 of Form 1040 (2022), *U.S. Individual Income Tax Return*, not as an itemized deduction on Schedule A of Form 1040 (2022), and therefore may continue to use the business standard mileage rate.

The standard mileage rate is 14 cents per mile for use of an automobile in rendering gratuitous services to a charitable organization under § 170. See section 5 of Rev. Proc. 2019-46.

The standard mileage rate is 22 cents per mile for use of an automobile: (1) for medical care described in § 213; or (2) as part of a move for which the expenses are deductible under § 217(g). See section 5 of Rev. Proc. 2019-46. Section 11049 of the TCJA suspends the deduction for moving expenses for taxable years beginning after



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2500 S LINDEN RD
FLINT, MI 48532-9998
(800)275-8777

02/08/2023

04:27 PM

Product	Qty	Unit Price	Price
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First-Class Mail® Large Envelope Lincoln, MI 48742 Weight: 0 lb 1.70 oz Estimated Delivery Date Fri 02/10/2023	1		\$1.50
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Grand Total:			\$1.50
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Cash			\$5.00
Change			-\$3.50

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

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Track your Packages
Sign up for FREE @
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or call 1-800-410-7420.

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Receipt #: 840-54800141-3-7106670-2

Clerk: 20