# Welcome to the Cedar Lake Improvement Board Special Public Meeting

March 20, 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 is 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, March 20, 2023 10:00 AM ST

Proposed Agenda, Rev. 1

- 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 2-13-2023 Special Board Meeting.
- 7. Old Business.
  - a. Jones Ditch & Property Acquisition.
    - i. Report from Board Member Wusterbarth on his discussions with the contractor concerning extra charge above contractual price 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. Pictures included in Board Packet.
    - ii. Report from Board Members Dailey & Vaughn on their site inspection on 2/13/23. Pictures included in Board Packet.
  - b. Briarwood Bay "Cut" Investigation Project Update.
    - i. Legal opinion from Cliff Bloom (Pending).
    - ii. EGLE/DNR inquiry discussing permitting, jurisdiction, wetlands delineation, spoils disposal, fish habitat protection, etc.
      - 1. Discussions and correspondence with Samantha Peterson, EGLE WRD Office in Bay City.
      - 2. Discussions and correspondence with Matthew Klungle, DNR Fisheries Office in Gaylord.
    - iii. By-laws draft will be available for the next meeting.
- 8. New Business.
  - a. Sealed Bid Opening.
    - i. Final RFB documents for the record included in Board Packet.
    - ii. Bid tabulation.
    - iii. Decisions on next steps.
  - b. Review and approve bills that are now due.
    - i. Straley Lamp & Kraenzlein, FY 2021 Audit, Inv. 37065, \$4,500.00 (new).
    - ii. Alpena News, Bid Request Advertising on 2-22-23, Inv. 02080, \$260.45 (new).
    - iii. Alcona County Review, Bid Request Advertising on 2-22-23, Inv. # 27519, \$32.50 (new).
    - iv. Ìosco County News/Oscoda Press, Bid Request Advertising on 2-22-23, \$177.10 (new).
    - v. Bloom Sluggett, PC, legal fees through 1/31/23, Inv. 23471, \$1,170.00 (new).
    - vi. Kieser & Associates, professional services through 2-28-2023, Inv. 23-175, \$3,257.50 (new).

Cedar Lake Improvement Board Special Public Meeting Alcona County Courthouse Harrisville, MI 48740 Friday, March 20, 2023 10:00 AM ST

#### Proposed Agenda

Cont'd,

- vii. Kieser & Associates, LakeScan final invoice for 2022 season, Inv. 23-172, \$1,140.00 (new).
- viii. Board Chairman office expenses, printer paper, \$\$9.40 (new).
- ix. Board Chairman office expenses, laser printer cartridge, \$127.19 (new).
- 9. Public Comment.
- 10. Next Regular Meeting Date: Friday, April 14, 2023 @ 10 AM, Greenbush Township Hall.
  - a. Greenbush Township Supervisor finally approved use of the Hall for the remaining regular meeting dates in 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: <u>https://zoom.us/join</u> 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 Commissioner Room Friday, February 13, 2023, 10:00 a.m.

1. Call to order 10:03 a.m.

2. Board Roll Call: Present---Vaughn, Brummund, Dailey, Wusterbarth, Huebel, Strauer. Absent—Campbell. There was a quorum. Total of 4 guests.

3. Online Meeting operating protocol and housekeeping reviewed.

4. Public Comment: 10:09 a.m.: One in-house guest and one on-line guest had comments and questions.

5. Approval of agenda 2-13-23: Motion to approve agenda as amended (added Item 8c) made by

Brummund/Wusterbarth. All ayes, motion passed.

Approval of minutes 2-3-23 Public Hearing & Special Board Meeting: Motion to approve minutes of the 2-3-23
Public Hearing & Special Board Meeting as presented made by Dailey/Huebel. All ayes: motion passed.
Old Business

a. Jones Ditch & Property Acquisition

i. Invoice received from Travis Sanitation exceeds original contract. Motion to pay original contract amount of \$9,892.00 minus the seeding allowance (\$500.), net due \$9392.00 made by Wusterbarth/Brummund. Roll call vote: all ayes. Motion passed. Wusterbarth volunteered to contact Travis Sanitation about the extra charges for work outside the original scope of work and report back to the Board at the next meeting.

ii. Vaughn and Dailey volunteered to inspect property and work done by Travis Sanitation and report back to the Board. (Note: Site visit completed on 2/13/23)

8. New Business

i. Reviewed drafts for three new requests for bids (RFB).

i. Discussed term of Aquatic Herbicide Applicator contract. The Chair's recommendation to set the applicator contract to a one-year term due to price volatility in the aquatic chemical market made sense.

ii - iii Lake Manager, Watershed Management Consultant...see iv-v

iv-v Discussed longer terms for Lake Manager and Watershed Management Consultant for continuity (up to five years). Discussion regarding timeline for bid document preparation, advertising for bids, etc. Current timeline: Feb 22 & 3/1advertise, March 17 bid deadline, March 20 open bids at special public meeting @ 10 am to choose who to select or interview. Motion to have advertisements prepared for three RFBs for publication on 2/22 and 3/1 made by Vaughn/Brummund. All ayes, motion passed. Motion to approve the three RFBs and set RFB terms to 5 years for Lake Manager and Watershed Consultant made by Vaughn/Brummund. All ayes, motion passed.

ii. Review bills:

i. Kieser & Associates, inv. 23-165, \$5,124.20, Motion to pay Kieser & Associates Inv 23-165 made by Vaughn/Brummund. Roll call vote: 5 ayes, 1 nay. Motion passed.

ii. Travis Sanitation: see 7.a.i. of these minutes.

iii. Chairman meeting attendance mileage reimbursement: 279 miles @.655cents as per updated IRS policy, \$180.78. Motion to reimburse the chairman mileage as submitted made by Wusterbarth/Brummund. Roll call vote: 5 ayes, 1 abstain (Vaughn) motion passed.

iv. Chairman postage reimbursement: \$1.50. Motion to reimburse chairman for postage of \$1.50 made by Brummund/Huebel. Roll call vote: 5 ayes, 1 abstain (Vaughn). Motion passed.

iii. Dredging the "Cut" at Briarwood Bay: Motion that as a board, the dredging of the "Cut" at Briarwood Bay should be taken on as an investigative project made by Wusterbarth/Huebel. All ayes, motion passed. Vaughn volunteered to call lawyer to obtain legal opinion on adding a navigation restriction abatement project to the existing SAD. Vaughn also volunteered to contact EGLE and/or DNR to determine regulatory jurisdiction and permitting requirements for such a project.

Cedar Lake Improvement Board Meeting Minutes Special Public Meeting Alcona County Courthouse Commissioner Room Friday, February 13, 2023, 10:00 a.m.

Cont'd:

9. Public Comments: Concerns regarding lake level and Briarwood Bay were expressed by several guests.

10. Motion to schedule a Special Meeting for March 20, 2023, 10am, Alcona County Courthouse Commissioner Room made by Vaughn/Wusterbarth. All ayes. Motion passed.

11. Adjournment. 11:29pm

















Subject: RE: Obstruc, on to Naviga, on Problem on Cedar Lake in Iosco County
Date: Tuesday, February 28, 2023 at 3:47:13 PM Eastern Standard Time
From: Peterson, Samantha (EGLE)
To: Rex Vaughn

Hi Rex,

You're welcome, I'm glad I was able to provide some helpful informa, on.

So, there are a couple of routes that can be taken to help determine wetland impacts. As you noted the wetlands map viewer is not always the most accurate for determining wetlands and wetland boundaries. This is a great star, ng point to help determine if work is in a wetland though. While it is a great resource overall, the map is not intended to be used to determine the specific loca, ons and jurisdic, onal boundaries of wetland areas subject to regula, on under Part 303. Only an on-site evalua, on performed by EGLE in accordance with Part 303 shall be used for jurisdic, onal determina, ons.

If the lake board decides to apply for the pre-applica, on mee, ng that we talked about you will be provided you with a determina, on on wetland presence or absence within the proposed work area and how to lessen wetland impacts should there be any. However, the pre-app mee, ng does not provide a comprehensive delinea, on of the wetlands on site. If there is a large amount of wetland present that will be impacted, a wetland delinea, on would be a useful tool to determine just how much of an impact, there will be.

If the board wishes to have a wetland delinea, on conducted before any pre-applica, on mee, ng request or applica, on is submi]ed, you will want to submit the final delinea, on with the applica, on. A formal delinea, on will give you the exact boundaries of wetlands within the area that is evaluated and is a useful tool if it is expected that there will be wetland impacts associated with a project.

Let me know if this helps or if this causes more ques, ons about possible wetland impacts. Have a great evening,

Samantha Peterson Environmental Quality Analyst Department of Environment, Great Lakes, and Energy (EGLE) (989) 280-0089 | PetersonS11@Michigan.gov

From: Rex Vaughn <rvaughn@,r.com>
Sent: Monday, February 27, 2023 2:09 PM
To: Peterson, Samantha (EGLE) <PetersonS11@michigan.gov>
Subject: Re: Obstruc, on to Naviga, on Problem on Cedar Lake in Iosco County

#### CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Samantha:

Thank you for the call last week, it was very informative and useful.

As we discussed, I pulled up the Wetlands Viewer Map for the proposed project site, screen shot attached. With the inaccuracies of the map (not coloring things that are obviously wet like the Cut and portions of the lake), it is hard to determine if the jobsite is or is not in a wetland area. Do we rely on the map, or is a wetlands delineation in our future?

Kindest Regards,

Rex Vaughn

From: Rex Vaughn <<u>rvaughn@,r.com</u>>
Date: Thursday, February 23, 2023 at 4:12 PM
To: <<u>PetersonS11@michigan.gov</u>>
Subject: Obstruc, on to Naviga, on Problem on Cedar Lake in Iosco County

Samantha:

I called and left you a voicemail message this afternoon, and with the lovely weather over the last couple of days, I figured an email may get to you first.

I called to see if you would be the right person to begin a conversation with about an obstruction to navigation problem that occurs on Cedar Lake during periods of low water level. As Chairman of the Cedar Lake Improvement Board (CLIB), I am getting a number of complaints from lake residents that the CLIB needs to "fix" this problem. I wasn't sure if this was a DNR navigational safety matter, or if it would fall under Part 301 and the WRD.

The two attached maps help to illustrate what the problem is and where it occurs on Cedar Lake.

The southern end of Cedar Lake was heavily dredged in the 60's & 70's during the creation of the Lakewood Shores subdivision. Part of the dredging project created a bay named Briarwood Bay, which is the southernmost part of Cedar Lake. Briarwood Bay did not exist until it was

dredged out to create additional lakefront lots. The only marine access into and out of the Bay is a small channel nicknamed the "Cut". Over time the Cut has slowly filled in due to sedimentation and shoreline erosion. Over the last few years, Cedar Lake has suffered from very low water levels during the summer recreational season. Low water and rising bottomlands have created an impediment to navigation that directly affects the riparian property owners living around Briarwood Bay. The impediment has also limited access to other lake users such as fishermen, sight-seeing boating enthusiasts, and other users of Cedar Lake. The Cut and the Bay are a nowake zone so boat wake erosion is minimal. Access through the Cut last fall for seasonal boat removal required some residents to get out and push their boats by hand through the Cut.

If WRD is the place to start, I would appreciate a call to discuss the problem. If not, your recommendation on what agency I should contact will be most welcomed.

Kindest Regards,

Rex Vaughn Chairman Cedar Lake Improvement Board Mobile: 810-516-6686 Email: <u>rvaughn@tir.com</u>

## **Wetlands Map Viewer** EGLE

Department of Environment, Great Lakes, and Energy



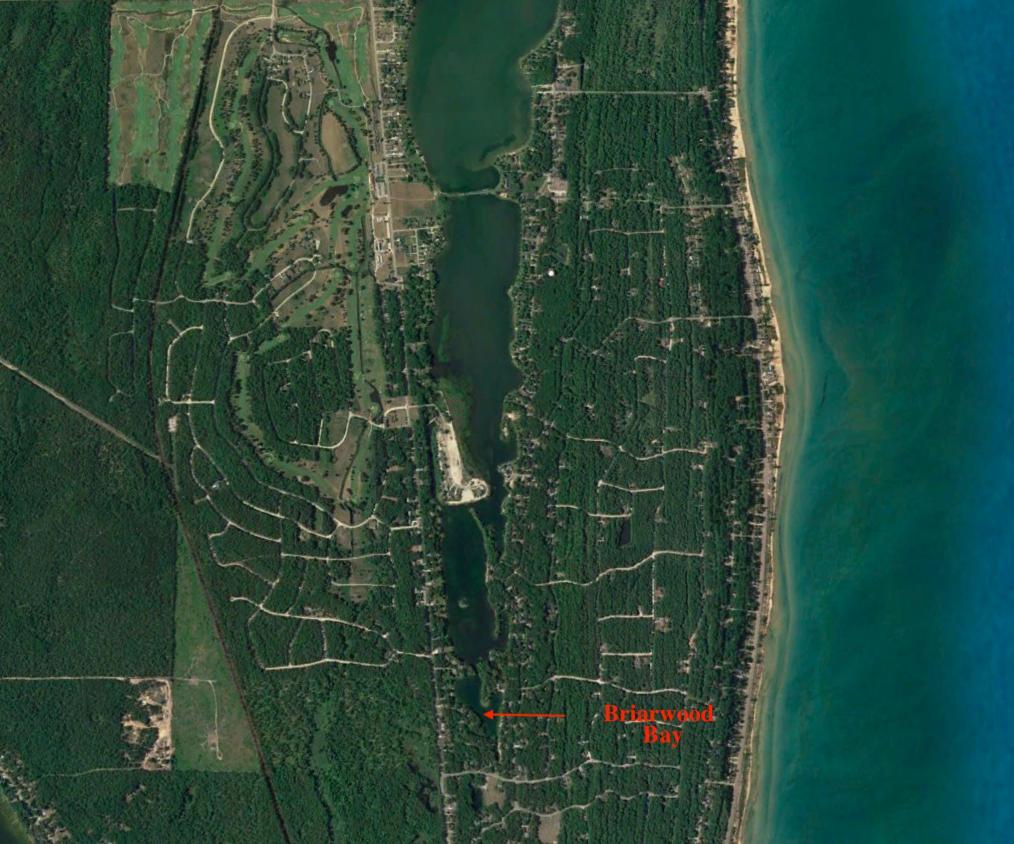
# Map Legend

Change what items you see on the map by using the checkboxes

,... Wetland Data

Wetland (Hydric) Soils	0
	0
L National Wetlands Inventory 2005	U
Potential Wetland Restoration	0
Highest Potential - Hydric a	nd
Presettlement Wetland Overlay	
High Potential - Hydric Soils	
Only	
Moderate Potential -	
Presettlement Wetlands Only	
Part 303 Final Wetlands Inventory	
Wetlands as identified on NW	/1
andMIRIS maps	
Soil areas which include wet	and
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Stream Data	
Coastal Data	
Historic Landcover	
SSURGO Soils	





# **South End - Cedar Lake**



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Subject: Re: Obstruc, on to Naviga, on Problem on Cedar Lake in Iosco County

Date: Wednesday, March 15, 2023 at 10:28:12 AM Eastern Daylight Time

From: Rex Vaughn

To: Klungle, MaNhew (DNR)

Matt:

Good talking with you this morning. As promised, here is the web link to the CLIB Watershed Management Plan documents:

https://cedarlakewmp.net/home-page

And yes, I have Tim's report, and I even helped him prepare it in a small way.

I look forward to working with you.

Kindest Regards,

Rex Vaughn

From: "Klungle, MaNhew (DNR)" <KlungleM1@michigan.gov>
Date: Wednesday, March 15, 2023 at 10:20 AM
To: Rex Vaughn <rvaughn@,r.com>
Subject: RE: Obstruc, on to Naviga, on Problem on Cedar Lake in Iosco County

#### Hi Rex,

Tim has been forwarding me you last couple of communica, ons, so I am kind of in the loop. First off, I wanted to let you know about the recent structural changes within the Northern Lake Huron Management Unit. Tim recently moved up to the Unit supervisor posi, on and I was even more recently hired on as the biologist for the Au Sable and Thunder Bay watersheds. Just some quick background so you know that I am your new fish bio.

Secondly, I think you are doing the right thing by reaching out and trying to get ahead of this as much as you can allowing you and the CLIB to head off any poten, al issues as you put together your plan and permit applica, on.

Fish oriented comments off the top of my head are sediment plumes from dredging ac, vi, es inunda, ng nearshore spawning and rearing habitat, direct removal of nearshore spawning and rearing habitat, riparian impacts from dredging equipment.

I am s, II drinking from the firehose as I acclimate to this new posi, on give me a week or so to review what reports we might have about Cedar Lake that might spark some more topics for considera, on.

Guessing you have this but just in case I've aNached the Cedar Lake Status of the Fishery Resource report.

MaNhew Klungle Senior Fisheries Biologist Northern Lake Huron Management Unit Michigan DNR Fisheries Division, Gaylord <u>klunglem1@michigan.gov</u> work cell 989-889-4832 office 989-732-3541 ext.5070

From: Rex Vaughn <rvaughn@,r.com>
Sent: Wednesday, March 15, 2023 9:17 AM
To: Klungle, MaNhew (DNR) <KlungleM1@michigan.gov>
Subject: Obstruc, on to Naviga, on Problem on Cedar Lake in Iosco County

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Matt:

Your colleague, Tim Cwalinski, suggested I contact you concerning a potential small dredging project that the Cedar lake Improvement Board (CLIB)is considering the very south end of Cedar Lake in Iosco County. We've already begun discussions with Samantha Peterson from the EGLE WRD office in Bay City, MI, as it is obvious that a permit would be required. We thought it prudent to reach out to the DNR early in our project evaluation to understand what regulatory issues we may be facing with more than just EGLE.

First some background information. We have a problem with an obstruction to navigation in a small channel that occurs on Cedar Lake during periods of low water level. As Chairman of the CLIB, I am getting a number of complaints from lake residents that the CLIB needs to "fix" this problem. The two attached maps help to illustrate what the problem is and where it occurs on Cedar Lake.

The southern end of Cedar Lake was heavily dredged in the 60's & 70's during the creation of the Lakewood Shores subdivision. Part of the dredging project created a bay named Briarwood Bay, which is the southernmost part of Cedar Lake. Briarwood Bay did not exist until it was

dredged out to create additional lakefront lots. The only marine access into and out of the Bay is a small channel nicknamed the "Cut". Over time the Cut has slowly filled in due to sedimentation and shoreline erosion. Over the last few years, Cedar Lake has suffered from very low water levels during the summer recreational season. Low water and rising bottomlands have created an impediment to navigation that directly affects the riparian property owners living around Briarwood Bay. The impediment has also limited access to other lake users such as fishermen, sight-seeing boating enthusiasts, and other users of Cedar Lake. The Cut and the Bay are a nowake zone so boat wake erosion is minimal. Access through the Cut last fall for seasonal boat removal required some residents to get out and push their boats by hand through the Cut.

Before we expend additional time and technical resources on pursuing this project, I would like to get your perspective on what issues and concerns may arise from the DNR's point of view. I look forward to discussing this matter with you.

Kindest Regards,

Rex Vaughn Chairman Cedar Lake Improvement Board Mobile: 810-516-6686 Email: <u>rvaughn@tir.com</u>

## CEDAR LAKE IMPROVEMENT BOARD REQUEST FOR QUALIFIATIONS AND BIDS 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 for the year 2023.

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 by US Mail before 5:00 PM on Friday, March 17, 2023. Emailed bids and bids received after the deadline will not be considered.

For questions please contact:

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

#### **General Information for the Bidder**

- 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<sup>TM</sup> 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 Aquatic Treatment Sealed Bid – Do Not Open Until 10 AM on March 20, 2023, at the CLIB Public Meeting".

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<sup>TM</sup> Reports posted on the Board web site (review of the LakeScan<sup>TM</sup> 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<sup>TM</sup> 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 4<sup>th</sup>, 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.

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.

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

#### **BID FORM**

BID DATE: \_\_\_\_\_, 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

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.

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 ADDRI	ESS:		
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:	
TITLE:	

# Appendix A

# **Contractor Bid Form Worksheets**

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

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

#### **S1**<u>v</u> Permit Fees

- Permit Application Fees, Pass-Through PermitCosts
- **S2** <u>v</u> Riparian Notifications and Communications (Required)
- $\sqrt{}$  All costs required by permits or additional notifications

S3 <u>v</u> Mobilization Fees (optional, may be no charge) Costs to arrive at site

S4 <u>√</u> Public Meetings (optional, may be no charge) Q&A sessions and formal presentations

S4 <u>√</u> On-Site Lake Condition Review (optional, may be no charge) Attended by members of management team

#### Part 2: Improvement Agent Application

A1 V Cost to Apply Liquids Less Than 5 Acres

 $A2 \underline{v}$  Cost to Apply Liquids More Than 5 Acres

A3 <u>v</u> Cost to Apply Wettable Powders and Slurries Less Than 5 Acres

A4 <u>V</u> Cost to Apply Wettable Powders and Slurries More Than 5 Acres

A5 <u>v</u> Cost to Apply Granules Less Than 5 Acres

A6 <u>v</u> Cost to Apply Granules More Than 5 Acres

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

L1 Bispyribac L2 v Carfentrazone L3 <u>v</u> Copper Sulfate Liquid L4 <u>v</u> Copper Chelate + Phosphorus Binder L5 <u>v</u> Copper Chelate Ethanolamine L6 <u>v</u> Copper Chelate Emulsified Ethanolamine L7 <u>√</u> Copper Chelate Ethylenediamine L8 V Copper Hydroxide L9 Copper Citrate Gluconate **L10** <u>V</u> Diquat Dibromide **L11** $\underline{v}$  Diquat Combo (i.e. + Endothall) L12 V Endothall Potassium Salt L13 √ Endothall Amine L14 V Fluroxypyr L15\_\_\_\_\_Fluridone Liquids L16 V Flumioxazin Liquid L17 V Florpyrauxifen-benzyl  $L18 \sqrt{}$ Glyphosate L19 <u>v</u> Imazamox L20 <u>√</u> Imazapyr L21 Penoxsulam L22 Quinclorac L23 \_\_\_\_\_Topramazone Trifloxysulfuron L24 L25 <u>√</u> Triclopyr, amine L26\_\_\_\_\_Triclopyr Acld L27 <u>√</u> 2,4-D, amine L28 v 2,4-D Amine & Flumioxizin

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

- G1 √ 2,4-D, amine
- G2 √ 2,4-D Amine & Flumioxizin
- G3 \_ V Endothall, Potassium Salt
- G4 \_ √ Endothall, Amine
- G5 √ Fluridone
- G6 V Triclopyr Triethylamine Salt
- G7 √ 2,4-D Amine
- G8 √ 2,4-D Amine & Triclopyr
- G9 V 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 V Copper Sulfate
- D2 <u>V</u> Copper Chelate Herbicide
- D3 V Copper Chelate Algaecide
- D4 √ Flumioxazin
- D5 Hydrogen Peroxide

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

		Activators
J11	٧	D-Limonine
J12	٧	Pine
J13	٧	Proteins
		Sinking and Sticking Agents (Polylmers and Emergent Plant Control Enhancements)
J21	٧	Liquid Adjuvant
J22	٧	Wettable / Powder Adjuvant
		Inverts
J31		Liquid Invert Agent

## 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 AreaPosting	
Day Before Intervention, Whole Lake Shoreline Posting	

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

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

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

## Part 2: Improvement Agent Application Cost

## Service Description

A1	Cost to Apply Liquids to Less Than 5 Acres	Cost per Acre \$US
	Cost to apply one single agent gallon per acre	
	Cost to apply each additional agent gallon per acre	
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	
	Cost to apply each additional agent gallon or portion per acre	
A3	Cost to Apply Wettable Powders and Slurries to Less Than 5	Cost per Acre \$US
	Cost to apply one single agent pound per acre	
	Cost to apply each additional agent pound per acre	
A4 (	Cost to Apply Wettable Powders and Slurries to More Than 5 <sup>Co</sup>	ost per Acre \$US
	Cost to apply one single agent pound per acre	
	Cost to apply each additional agent pound per acre	
A5	Cost to Apply Granules to Less Than 5 Acres	Cost per Acre \$US
A5	Cost to Apply Granules to Less Than 5 Acres Cost to apply one single agent pound per acre	-
A5		-
A5 A6	Cost to apply one single agent pound per acre	-
	Cost to apply one single agent pound per acre Cost to apply each additional agent pound per acre	\$US Cost per Acre
	Cost to apply one single agent pound per acre Cost to apply each additional agent pound per acre Cost to Apply Granules to <u>More</u> Than 5 Acres	\$US Cost per Acre
A6	Cost to apply one single agent pound per acre Cost to apply each additional agent pound per acre Cost to Apply Granules to More Than 5 Acres Cost to apply one single agent pound per acre	\$US Cost per Acre
A6	Cost to apply one single agent pound per acre Cost to apply each additional agent pound per acre Cost to Apply Granules to More Than 5 Acres Cost to apply one single agent pound per acre Cost to apply each additional agent pound per acre	\$US Cost per Acre \$US Cost per Acre
A6	Cost to apply one single agent pound per acre Cost to apply each additional agent pound per acre Cost to Apply Granules to More Than 5 Acres Cost to apply one single agent pound per acre Cost to apply each additional agent pound per acre Cost to apply each additional agent pound per acre	\$US Cost per Acre \$US Cost per Acre \$US Cost per Acre \$US
A6 A7	Cost to apply one single agent pound per acre Cost to apply each additional agent pound per acre Cost to Apply Granules to More Than 5 Acres Cost to apply one single agent pound per acre Cost to apply each additional agent pound per acre Cost to apply Granules and Liquids to Less Than 5 Acres Cost to apply one single agent pound per acre	\$US Cost per Acre \$US Cost per Acre \$US Cost per Acre
A6 A7	Cost to apply one single agent pound per acre Cost to apply each additional agent pound per acre Cost to Apply Granules to More Than 5 Acres Cost to apply one single agent pound per acre Cost to apply each additional agent pound per acre Cost to apply Granules and Liquids to Less Than 5 Acres Cost to apply one single agent pound per acre Cost to apply one single agent pound per acre Cost to apply each additional agent pound per acre	\$US Cost per Acre \$US Cost per Acre \$US Cost per Acre \$US

	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.	

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

Part :	3: Liquia	Materials Continued			
		Control Agent	Brand Name	Volume or	Including all Taxes and Delivery
L18		Glyphosate		1 gal.	
				Ū	
L19		Imazamox		1 gal.	
L20		Imazapyr		1 gal.	
L21		Penoxsulam		1 gal.	
			<u> </u>		
L22		Quinclorac		1 gal.	
			II		
L23		Topramazone		1 gal.	
			<u> </u>		
L24		Trifloxysulfuron		1 gal.	
L25			<u> </u>		
L25		Triclopyr Amine Liquid		1 gal.	
L26		Triclopyr Acid	II		
LZO		Псюруг Асіа		1 gal.	
L27		2,4-D Amine Liquid	I	1 gal.	
		2,4-D Combo		1	
L28		2,4-D COMBO i.e. + Flumixizin	[]	1 gal.	

#### Part 3: Liquid Materials Continued

## 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		1 lb.	
G2	Copper Chelate Granular Algaecide		1 lb.	
G3	Copper Chelate Granular Herbicide		1 lb.	
G4	Endothall Salt Granular		1 lb.	
G5	Endothall Amine Granular		1 lb.	
G6	Fluridone Granular		1 lb.	
G7	Triclopyr Amine Granular		1 lb.	
G8	2,4-D Granular		1 lb.	
G9	2,4-D Combo		1 lb.	
G10	2,4-D BEE Granular		1 lb.	
G10	2,4-D IOE Granular		1 lb.	

# Contractor Bid Form Worksheets Note: All Checked Items on TOC Require Completion

# Part 5: Cost of Wetable 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
	Activators			
J11	D-Limonine		1 gal.	
J12	Pine		1 lb.	
J13	Proteins	АМР	1 lb.	
	Sinking and Sticking Agents (Poly	Imers and Emergent Plant	Enhan	cements)
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 & BIDS For PROFESSIONAL LIMNOLOGISTS To Provide LAKE & AQUATIC PLANT MANAGEMENT SERVICES ON CEDAR LAKE INVITATION FOR BIDS Revision #1, 3-13-2023

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 for the years 2023 - 2027.

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 by US Mail before 5:00 PM on Friday, March 17, 2023. Emailed bids and bids received after the deadline will not be considered.

For questions please contact:

Rex Vaughn CLIB Chairman Email (preferred): <u>rvaughn@tir.com</u> 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 are generally 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<sup>TM</sup> Reports, 2011 Watershed Management Plan, Fisheries Assessments, and Bathymetry Assessment & Lake Level Reports posted on the Board web site: <u>https://cedarlakewmp.net/home-page</u>

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. Two (2) scope items have been classified as optional and will require line-item pricing, see Page 8 for details and instructions.

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 10 AM on March 20, 2023, at the CLIB Public Meeting".

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 aquatic herbicide 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 <a href="http://www.cedarlakewmp.net">www.cedarlakewmp.net</a> 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 1,075 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, bidding, and oversight
    - ii) At-scale Diver Assisted Suction Harvesting (DASH) design, bidding, monitoring, and oversight
  - d) Use of Bio-controls and their application
  - e) Use of chemical and biological adjuvants
  - f) Physical barrier assessment, design, and installation oversight
  - g) 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<sup>tm</sup>, 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<sup>™</sup> Reports posted on the Board web site (review of the LakeScan<sup>™</sup> 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<sup>TM</sup> 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 Contractor, in consultation with the Aquatic Applicator, and with approval by the CLIB, will prescribe the aquatic herbicide chemicals and adjuvants to be applied to Cedar Lake.

5. 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.

6. 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.

<u>Task 3</u> – June LakeScan<sup>TM</sup> 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<sup>™</sup> Interim Report

An early-season LakeScan<sup>TM</sup> 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<sup>TM</sup> 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.

#### <u>Task 5</u> – August LakeScan<sup>™</sup> Vegetation Survey

The late-season LakeScan<sup>TM</sup> 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<sup>™</sup> Report

The annual LakeScan<sup>™</sup> 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 yearly report will compare 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 each year.

<u>Task 7</u> – Annual Late Summer Face to Face Presentation to the CLIB & Alcona-Iosco Cedar Lake Association (two separate meetings).

Presentation will include details of early-season and late-season survey findings, results of treatment applications, plant community conditions, ecological conditions, and overall aquatic plant community trends in Cedar Lake.

7. In coordination with the Aquatic Applicator, the Contractor must schedule treatments to not restrict recreational water use (e.g. swimming, fishing) on Fridays, Saturdays, Sundays, Memorial Day, July 4<sup>th</sup>, Labor Day, or other special occasions as determined by the CLIB.

8. 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 obtained by the Aquatic Applicator.

10. Lake Treatments will be designed by the Contractor, approved by the CLIB representative, 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 and direction, 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. Note: Since the probability of the use of fluridone is low at Cedar Lake, the costs for this scope of work item must be listed separately as a line-item option as provided on the Price Proposal Sheet. Do not include the price for this option in the lump sum bid.

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. Note: Since the requirement for post treatment testing is rare, the costs for this scope of work item must be listed separately as a line-item option as provided on the Price Proposal Sheet. Do not include the price for this option in the lump sum bid.

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 CLIB in the form of a written LakeScan<sup>TM</sup> report (Reference previous LakeScanTM reports on the CLIB web site: https://cedarlakewmp.net/).

#### **BID FORM**

BID DATE: \_\_\_\_\_, 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.

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 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, Rev. 1 Invitation For Bids

Cedar Lake Improvement Board

Cedar Lake

LAKE MANAGEMENT SERVICES

PRICE PROPOSAL SHEET

Company Name: \_\_\_\_\_

Phone:	Fax:
	1 u.

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 2023-2027 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
Optional Numerical Price for Floridone Treatment Management	\$ <u> </u>	
Optional Numerical Price for Triclopyr or 2,4-D Post Treatment Testing	\$ <u> </u>	

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**

As listed in the documentation requirements itemized in the "**Bidder Requirements**" section above, and in order to expedite the award of this contract, the bidder is required to provide the following information (some repeated for convenience) 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
  - o Small-scale hand removal, bidding, and oversight
  - At-scale Diver Assisted Suction Harvesting (DASH) design, bidding, monitoring and oversight
- Use of Bio-controls and their application
- Use of chemical and biological adjuvants
- 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 the equipment to be utilized for the on-lake surveys at Cedar Lake.

Also include copies of a current curriculum vitae for company owners, management, and senior staff that will be assigned to the Cedar Lake contract.

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:

Page 14 of 14

# CEDAR LAKE IMPROVEMENT BOARD REQUEST FOR QUALIFICATIONS & BIDS 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 by US Mail before 5:00 PM on Friday, March 17, 2023. Emailed bids and bids received after the deadline will not be considered.

For questions please contact:

Rex Vaughn CLIB Chairman Email (preferred): <u>rvaughn@tir.com</u> 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 during the years 2023 through 2027, on the 1,075-acre Cedar Lake in Alcona & Iosco Counties of Michigan. Qualifying submissions must meet all information requests.

# **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. The successful Watershed Management Consultant will coordinate activities with the Lake Manager, and the Aquatic Applicator, but will not direct, manage, or be responsible for 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 including, but not limited to, Projects, Monitoring Reports, & Aquatic Plant Management:

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 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 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 10 AM on March 20, 2023, at the CLIB Public Meeting".

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 <u>www.cedarlakewmp.net</u>:

- 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
- 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 2023-2027

The consultant shall provide a sufficiently supportive description of their approach, detailed staff time and direct costs for the completing the following proposed 2023-2027 Watershed Management Consulting elements consistent with previous efforts found at <u>www.cedarlakewmp.net</u>:

- 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 for each year of the contract
  - 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 some existing shallow groundwater piezometers and level loggers to close data gaps 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.
- Detailed and rigorous data analysis and an annual hydrology report preparation on overall conditions influencing seasonal lake level conditions based on the annual 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: <u>https://cedarlakewmp.net</u>
- The period of performance for these services is projected to be April 1, 2023, to March 31, 2027.

#### **BID FORM**

BID DATE: \_\_\_\_\_, 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 90-day time frame, the CLIB, at its sole option, may invite one (1) or more bidders to attend a public post-bid meeting with interviews scheduled for each invited bidder(s). Each bidder will be granted 15 minutes to present their qualifications, expertise, and experience, followed by a Q&A with CLIB Board Members. The venue for the interviews, if required, will be in Alcona County or Iosco County, the specific site to be announced at a later date. Lack of attendance will disqualify the bidder from the bidding process. After completion of post-bid interviews, if any, 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.

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 (2023-2027)

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 2023-2027 Watershed Management Consultant Services 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\_\_\_\_\_\_\$\_\_\_\_\_

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:			

#### Cedar Lake Improvement Board Aquatic Herbicide Applicator, Lake Manager, & Watershed Consultant Bid Packages 2023 Bid Tabulation - Bidders List

				Bid Spec Requested		
Invited Bidders	<u>Address</u>	Contact Name	<u>Herbicide Treatment</u>	<u>Lake Manager</u>	Watershed Consultant	Bid Status
Aqua-Weed Control	Holly, MI	Casey Thompson	x			No Bid Rec'd.
Aquatic Nuisance Plant Control	Swartz Creek, MI	Derek Brookshire	x			No Bid Rec'd.
Aquatic Nuisance Plant Control /NORTHERN DIV.	West Branch, MI	Ray Van Gothen	x			No Bid Rec'd.
Aquest/Kieser	Kalamazoo, MI	Doug Pullman		x		Bid Received
Clarke/Solitude	Davison, MI	Pete Filpansick	x			Bid Received
Kieser & Associates	Kalamazoo, MI	Mark Kieser			x	Bid Received
LakePro	Swartz Creek, MI	Tyson Wood	x	x		No Bid Rec'd.
PLM Lake & Land Management Group	Alto, MI	Jason Broekstra	x	x	x	Bid Received
Progressive AE	Grand Rapids, MI	Paul Hausler		x	x	Declined
Restorative Lake Sciences	Spring Lake, MI	Jennifer Jermalowicz-Jones		x	x	Declined
Savin Lake Services	Hale, MI	Paul Barber	x			No Bid Rec'd.

Bidders from Builder's Exchange Posting and/or Newspaper Advetising

No qualified inquiries received.

As of 3/17/2023

# Straley Lamp & Kraenzlein P.C.

1

#### Certified Public Accountants

Cedar Lake Improvement Board PO Box 53

Greenbush, MI 48738

Invoice:	37065
Date:	02/28/2023
Due Date:	03/30/2023

#### **Cedar Lake Improvement Board**

Audit of financial statements for the year ended December 31, 2021.

Meet with board of directors to present, discuss, and review audit for year ended December 31, 2021 .

Perform internal control and risk assessment procedures for the year ended December 31, 2021.

Assist with Management Discussion and Analysis (MD&A) and other GASB matters.

Preparation/creation of PDF files for electronic filing with Michigan Department of Treasury/MDE of financial statements, data collection form and audit communication letter.

Assistance with chart of account s update.

			Billed Tim	e & Expenses		\$4,500.00
			Invoice To	tal		
						\$4,500.00
<u>02/28/2023</u> 4,500.00	<u>01/31 /2 023</u> 0.00	<u>12 /31/2022</u> 0.00	<u>I 1/30/2022</u> 0.00	10/31/20	0 <u>22+</u> 0.00	<u>Total</u> \$4,500.00
4,500.00	0.00	0.00	0.00		0.00	ψ <del>1</del> ,500.00
Please return this portion w	vith payment.			Invoice:	37065	
ID: 25840						
Cedar Lake Imp rov	vement Board			Date:	02/28/2023	
				Due Date:	03/30/2023	
			Amo	unt Due:	\$4,500.00	
			Amo	ount Enclose	d: \$	



Statement Number	Billing Date			
020080	2/28/23			
Account Number	Billing Period			
DC0530	FEBRUARY 2023			
Total Amount Due	Amount Enclosed			
260.45				

# Advertising Invoice/Statement

Bill Account Name And Address	Remittance Address
CEDAR LAKE IMPROVEMENT PO BOX <i>i;1</i>	ALPENA NEWS PUBLISHING CO PO BOX 3367
GREENBUSH MI 48738	CHARLESTON, WV 25333

ATTN: CAROLYN BRUMMUND, TREAS

# 13746DCD 53 0 0 26 45 228233

\_\_\_\_Please Detach Upper Portio11 And Return With Payment----

Day	Reference	Description	Di111e11sio11s	Uni ts	Rate	Amou nt
		Previous Balance CLASSIFIED INCH				0.00 246.45
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Totals Ageing 90 Days Other Charges Credits 30 Days 60 Days Total Due Display Current 246.451 14.00 l 260.45 260.45 .00 .ool .00 .00 l Statement Number Buing Date 2/28/23 Bil!HifiPeriod Balance due upqn receipt of this adverttstng statement 020080 . . . . in the time THE DC0530 FEBRUARY 2023 **ALPE A** Contract /11formatio11 Requirement **Expiration** Date Name Of Advertiser CEDAR LAKE IMPROVEME **Current Month** Cumulative Salesperson P.O. Box 367 W CHRISTIE WERDA 130 Park Place Alpena, MI 49707

Alpena News Publishing Co 130 Park Place Alpena, MI 49707 (989) 354-3111

State of Michigan) County of Alpena) ss:

Personally, appeared before me, Justin A Hinkley Publisher of Alpena Newspapers Publishing A newspaper printed, published and circulated in said county, and that he knows of his own Knowledge that

# **REOUESTFOR SEALED BIDS**

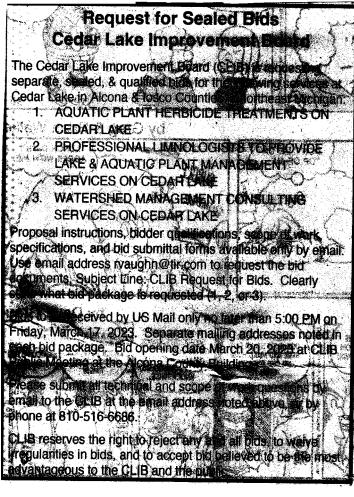
Made solemn oath that the attached notice was inserted for <u>l\_time(s)</u> in said newspaper; and that the first of said publication was on the **22ND** day **FEBRUARY 2023** and the last of said Publication was on the 1st day of **MARCH 2023.** And further deponent saith not.

Ju fin A Hinkley, Publisher

Swor o e or · signed in my presence, this 1st day of MARCH 2023.

Inshale ). Ada

Thristie Werda, Notary Public for Alpena County, Acting in Alpena County. Notary Expires: 7/30/2028.



Alcona County Review P.O. Box 548 111 Lake St. Harrisville, MI 48740 989-724-6384

Bill To

Cedar Lake Improvement Board P.O. Box 53 Gr9enbush, MI 48738

Date	Invoice #
2/22/2023	27519
Terms: D	ue upon receipt.

P.O. No.

Date	Description	Qty	Rate	Amount
02/22/2023	Bid Request Sales Tax	5	6.50 6.00%	32.50 0.00
				J
			Total	\$32.50

# **Affidavit of Publication**

# In the Matter of Request for Sealed Bids~ Cedar Lake Improvement Board

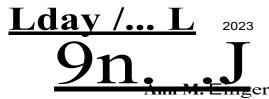
# STATEOFMICIDGAN, SS COUNTYOFALCONA

Cheryl L. Peterson being first duly sworn, says that she is the publisher of the Alcona County Review, a newspaper published in Alcona County, Michigan, in the English language for the dissemination of local or transmitted newsand intelligence of ageneral character and legal news, which is a duly qualified newspaper, and that annexed hereto is a copy of a certain order taken from said newspaper, in which the order was published on:

> February 22 and March 1, 2023

Cheryl L. Peterson

Subscribed and sworn to before me this



Notary Public for Alcona County, Acting in Alcona County My Commission Expires 3-6-2026

# Request for Sealed Bids Cedar Lake Improvement Board

The Cedar Lake Impuuement Board (GLBJ is reques1ng *sei:e,rate,* sealed, & qualified ads for 1he bllowing seruices at Cedar Lake in Aloona & losoo Counties in nor'lh*east* Mchigan:

- 1. AQLIATIC A..JII\IT HERBICIDE TREAT rvENTS ON CB)ARLPKE
- 2. PROFESSIONAL UVNOLOGISTS TO PROVIDE . LAKE & AQUAT k::: PLJII\IT M,!IJ',.I AGErvENT
- SERVk::: ES ON C B)AR LAKE 3. WAT EASHED M!!,NAGB\AENT CONSULTING
- SERVK.:= ES ON CB)AR LAKE Propcis:al instructions. ti djer qualifica:lions, scope of w ai<,

Propcis:al instructions. It djer qualifica:lions, scope of w al<, speciications, and ad sutmittal forms auaila e only by email. Use *emai* I adctess ruaughn@tir.com to request1he ad do:uments, Subject Line: CLIB Request br Bids. Clearly sta<sup>"='</sup> what ti d i:e,d<age is requested (1 2. or 3).

Bids 'b *te recefoed* by US I'vlail only no later t.an 5:00 PM on Friday, l'vkrch 17, 2023. Sei:arate mailing adjresses noted in *each* !:id package. Bid oi:;ening date Mi.rch 20, 2023 a.tCLIB Pu tiic:Meeting at 1he .Alcona Counfy"Building.

Please sutmit all E-chnical and scope of work quesions by email to 1he CLB at 1he *em* ail a.d:lress noted al:oue. or by  $\mu$ -ione at810-516-61:86.

CLIB reserves *tie* rigit to reject any and all ads. to waiue irreg.ila.rities in ads, and to a.ccep: ad l:elieued *tote* 1he most a.dua.n"B.geous to *'lhe* CLB and 1he oo ic.

110 W S P.O. Bo	State St.		)scoda Press		T 🖷	2 <u>Statement</u> 2/28/2023	<u>-</u> L <sup>i</sup>	4dH V 27 days	<u></u>
P.0			NT rd c/o Treasurer			D ACCOUNT N 99203325 NAME O edar Lake Impro	F AGENC	and the second	5
01 <b>DATE</b> 23	TRANS#	Balan DESC	RIPTION	INS	SAU	INCHES	RATE		TOTAL
02/20/2023 02/22/2023	402171391 303857872		neck 1725 1725 /	2	2 x 5.5	11.00	0.00	-179.05 177.10	0.00 177.10
CURRENT	1 - 30		AGING 31 - 60	61 - 90		1 - 120	H	Hiii ihi	ilii
\$ 177.10	\$ 0.00		\$ 0.00	\$ 0.00		0.00		\$ 177.10	
cards that is acceptance	a surcharge of 3. not greater tha PLEASE RE VITH YOUR RI	an our cost of TURN THIS EMITTANCE		ddress below	: [] Visa [] Master	rd, please complete th card [] Discover [] Ar COUNT NAME ment Board c/o	merican Expres Exp D CIV	S	 idiilii
		losco (	<b>REMIT</b> County News Her		a Press	service charge computed by a is an ANNUAL F	on all balanc Periodic Rate PERCENTAG	receipt of the state es over 30 days w e' of 1-1/2% per mo E RATE OF 18%, r deducting curren	rill be onth, which this applies

P.O. Box 616 West Frankfort, IL 62896

Phone: 989-362-3456 Fax: 989-362-6601

to the previous balance after deducting current payments and credits appearing on your statement.

**Remittance Advice** 

STATE OF MICHIGAN }ss

\_County of Iosco

# Request for Sealed Bids Cedar Lake Improvement Board

The Cedar Lake Improvement Board (CUB) is requesting separate, sealed, & qualified bids for the following services at Cedar Lake in Alcona & Iosco Counties in northeast Michigan:

- 1. AQUATIC PLANT HERBICIDE TREATMENTS ON CEDAR LAKE
- 2. PROFESSIONAL LIMNOLOGISTS TO PROVIDE LAKE & AQUATIC PLANT MANAGEMENT SERVICES ON CEDAR LAKE
- 3. WATERSHED MANAGEMENT CONSULTING SERVICES ON CEDAR LAKE

Proposal instructions, bidder qualifications, scope of work, specifications, and bid submittal forms available only byemail. Use email address rvaughn@tir.com to request the bid documents, Subject Line: CUB Request for Bids. Clearly state what bid package is requested (1, 2, or 3).

Bids to be received by US Mail only no later than 5:00 PM on Friday, March 17, 2023. Separate mailing addresses noted in each bid package. Bid opening date March 20, 2023 at CUB Public Meeting at the Alcona County Building.

Please submit all technical and scope of work questions by email to the GLIB at the email address noted above, or by phone at 810-516-6686.

CUB reserves the right to reject any and all bids, to waive irregularities in bids, and to accept bid believed to be the most advantageous to the CUB and the public.

#### <u>John Morris</u>

being duly sworn, deposes and says that he is the editor of the IOSCO COUNTY NEWS-HERALD and OSCODA PRESS newspaper published and circulating in the County of Iosco, in said State, that the annexed printed notice which was published in said paper on the following dates, to-wit:

February 22, March 1, 2023

**Sub** cribed and sworn to before me this 1st day of March A.D. 2023.



Christine M. York, Notary Public for Iosco County, Acting in Iosco County, Michigan My Commission expires March 6, 2029

# Bloom Sluggett, PC

161 Ottawa Ave NW, Ste. 400 Grand Rapids, MI 49503 (616) 965-9340

February 9, 2023

Cedar Lake Improvement Board Attn: Rex Vaughn, Chairperson PO Box 53 Greenbush, MI 48738

Re: 19627-001

Cedar Lake Improvement Board

Enclosed is invoice 23471, which covers services through 1/ 31/ 2023. This invoice, dated 2/9/2023, is for \$1170.00. Prompt payment of your total balance is appreciated and is due 30 days from invoice date.

Billing Summary	
Total for services rendered	\$1,170.00
Total expenses	\$0.00
Total previous balance	\$0.00
Total payments and other transactions	\$0.00
Balance Due	\$1,170.00

If you have questions, please call us at (616) 965-9340. Thank you.

Enclosure

# Bloom Sluggett, PC

161Ottawa Ave NW, Suite 400 Grand Rapids, MI 49503 (616) 965-9340

Invoice submitted to: Cedar Lake Improvement Board Attn: Rex Vaughn, Chairperson PO Box 53 Greenbush,MI48738

February 9, 2.023 \_

Invoice# 23471

#### **Professional Services**

		<u>Hours</u>	<u>Amount</u>
1/11/2023 BC	Annual Budget Issue; review of email from R. Vaughn regarding the need for a public hearing prior to the approval of the annual budget; analysis; case law and statutory research regarding the need for a public hearing; call with R. Vaughn regarding the same; email to R. Vaughn regarding the same.	2.20	429.00
1/17/2023 BC	Drafting and final review of the public hearing notice for the annual budget hearing.	1.30	253.50
1/18/2023 BC	Call with R. Vaughn regarding the public hearing notice and the annual budget hearing (x2); revisions to the public hearing notice; review of an email regarding the budget hearing and related issues; analysis; preparation of an email regarding the same.	1.00	195.00
1/27/2023 BC	Drafting of the annual budget hearing resolution for adoption by the Lake Board; final review of the same; email to R. Vaughn regarding the resolution	1.50	292.50
For p	rofessional services rendered	6.00	\$1,170.00
Balan	ce due		\$1,170.00

ENVIRONMENTAL SCIENCE & ENGINEERING

536 E. Michigan Avenue Suite 300 Kalamazoo, MI 49007

# Invoice

DATE	INVOICE #
3/7/2023	23-175

BILL TO:

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

		P.O. NO.	TERMS
		2022-2023 Budget	Net 30
DESCRIPTION	QTY	RATE	AMOUNT
Senior Scientist/ Principal - Task 1 Professional Engineer - Task 3C Environmental Engineer I - Task 3C Professional Engineer - Task 3D Senior Scientist/ Principal - Task 3D Environmental Engineer I - Task 3D Project Scientist IV - Task 4F Senior Scientist/ Principal - Task 7E	2.25 1 5 5.5 1 6.5 3 0.25	$\begin{array}{c} 200.00\\ 160.00\\ 115.00\\ 160.00\\ 200.00\\ 115.00\\ 65.00\\ 200.00\end{array}$	$\begin{array}{c} 450.00\\ 160.00\\ 575.00\\ 880.00\\ 200.00\\ 747.50\\ 195.00\\ 50.00\\ \end{array}$
This invoice is for professional services rendered in February 2023, as related to Cedar Lake Improvement Bd., 2022-2023 Budget.			
Please remit payment to Kieser & Associates, LLC For questions, please contact Becky Hough.		Total	USD 3,257.50

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

1:29 PM 03/06/23

# Kieser & Associates, LLC Time by Job Detail February 2023

	Date	Name	Duration	Cost	Notes
dar Lake Improvement Bd. (2022-2023): Task 1 - Client	Coordination				
	02/08/2023	Kieser, Mark	0.50	100.00	Call with Rex on Next Steps
	02/13/2023	Kieser, Mark	1.25	250.00	Eastern lakeshore data for considering Lakewood
	02/20/2023	Kieser, Mark	0.50	100.00	Mussel study review considerations
otal Cedar Lake Improvement Bd. (2022-2023): Task 1:			2.25	450.00	
dar Lake Improvement Bd. (2022-2023): Task 3C-Hydrol	logy- Annual Data A	Analysis			
	02/17/2023	Jacobson, John A.	0.50	80.00	Discussion with Mike on quality control of figures
	02/20/2023	Jacobson, John A.	0.50	80.00	Discussion with Mike on quality control of figures
	02/14/2023	Foster, Michael E.	1.50	172.50	Logger analysis
	02/15/2023	Foster, Michael E.	2.00	230.00	Level logger analysis
	02/17/2023	Foster, Michael E.	1.50	172.50	Data logger analysis and calculations
tal Cedar Lake Improvement Bd. (2022-2023): Task 3C:			6.00	735.00	
edar Lake Improvement Bd. (2022-2023): Task 3D-Hydrol	logy Appual Bona	rting			
		-	4.50	720.00	Report review and updating
	02/09/2023 02/15/2023	Jacobson, John A.	4.50 0.50	720.00 80.00	Report review and updating Report and quality control of figures
	02/09/2023	Jacobson, John A. Jacobson, John A.	0.50	720.00 80.00 80.00	Report and quality control of figures
	02/09/2023 02/15/2023	Jacobson, John A.		80.00	Report and quality control of figures Hydrauling report discussion with Zach
	02/09/2023 02/15/2023 02/02/2023	Jacobson, John A. Jacobson, John A. Jacobson, John A.	0.50 0.50	80.00 80.00	Report and quality control of figures
	02/09/2023 02/15/2023 02/02/2023 02/09/2023	Jacobson, John A. Jacobson, John A. Jacobson, John A. Kieser, Mark	0.50 0.50 1.00	80.00 80.00 200.00	Report and quality control of figures Hydrauling report discussion with Zach Hydro report disc. with John Hydrology data review and reporting
	02/09/2023 02/15/2023 02/02/2023 02/09/2023 02/20/2023	Jacobson, John A. Jacobson, John A. Jacobson, John A. Kieser, Mark Foster, Michael E.	0.50 0.50 1.00 1.50	80.00 80.00 200.00 172.50	Report and quality control of figures Hydrauling report discussion with Zach Hydro report disc. with John
	02/09/2023 02/15/2023 02/02/2023 02/09/2023 02/20/2023 02/23/2023	Jacobson, John A. Jacobson, John A. Jacobson, John A. Kieser, Mark Foster, Michael E. Foster, Michael E.	0.50 0.50 1.00 1.50 1.50	80.00 80.00 200.00 172.50 172.50	Report and quality control of figures Hydrauling report discussion with Zach Hydro report disc. with John Hydrology data review and reporting Hydrology data review and reporting
	02/09/2023 02/15/2023 02/02/2023 02/09/2023 02/20/2023 02/23/2023 02/23/2023 02/24/2023 02/28/2023	Jacobson, John A. Jacobson, John A. Jacobson, John A. Kieser, Mark Foster, Michael E. Foster, Michael E. Foster, Michael E.	0.50 0.50 1.00 1.50 1.50 2.00	80.00 80.00 200.00 172.50 172.50 230.00	Report and quality control of figures Hydrauling report discussion with Zach Hydro report disc. with John Hydrology data review and reporting Hydrology data review and reporting Hydrology data review and reporting
otal Cedar Lake Improvement Bd. (2022-2023): Task 3D:	02/09/2023 02/15/2023 02/02/2023 02/09/2023 02/20/2023 02/23/2023 02/23/2023 02/24/2023 02/28/2023	Jacobson, John A. Jacobson, John A. Jacobson, John A. Kieser, Mark Foster, Michael E. Foster, Michael E. Foster, Michael E.	0.50 0.50 1.00 1.50 1.50 2.00 1.50	80.00 80.00 200.00 172.50 230.00 172.50	Report and quality control of figures Hydrauling report discussion with Zach Hydro report disc. with John Hydrology data review and reporting Hydrology data review and reporting Hydrology data review and reporting
otal Cedar Lake Improvement Bd. (2022-2023): Task 3D-Trydro edar Lake Improvement Bd. (2022-2023): Task 3D:	02/09/2023 02/15/2023 02/02/2023 02/09/2023 02/20/2023 02/23/2023 02/23/2023 02/24/2023 02/28/2023	Jacobson, John A. Jacobson, John A. Jacobson, John A. Kieser, Mark Foster, Michael E. Foster, Michael E. Foster, Michael E.	0.50 0.50 1.00 1.50 1.50 2.00 1.50	80.00 80.00 200.00 172.50 230.00 172.50	Report and quality control of figures Hydrauling report discussion with Zach Hydro report disc. with John Hydrology data review and reporting Hydrology data review and reporting Hydrology data review and reporting

1:29 PM 03/06/23

# Kieser & Associates, LLC Time by Job Detail February 2023

Cedar Lake Improvement Bd. (2022-2023)	Date	Name	Duration	Cost	Notes
Cedar Lake Improvement Bd. (2022-2023): Task 7E- Outlet	Monitoring- Data An	alysis			
	02/23/2023	Kieser, Mark	0.25	50.00	Outlet QC needs
Total Cedar Lake Improvement Bd. (2022-2023): Task 7E:			0.25	50.00	
			04.50	0.057.50	
TOTAL - CEDAR LAKE IMPROVEMENT BD. (20	22-2023):		24.50	3,257.50	

**ENVIRONMENTAL SCIENCE & ENGINEERING** 536 E. Michigan Avenue Suite 300 Kalamazoo, MI 49007

# Invoice

DATE	INVOICE #	
2/28/2023	23-172	

BILL TO:

Cedar Lake Improvement Board Attn: Mr. Rex Vaughn P.O. Box 53 Greenbush, MI 48738

		P.O. NO.	TERMS
		2022 LakeScan	Net 30
DESCRIPTION	QTY	RATE	AMOUNT
CEDAR LAKE - LAKESCAN 2022 - FINAL INVOICE			
Task: Final LakeScan Reporting - Invoicing 60%		1,140.00	1,140.00
This invoice is for professional services rendered through 2/28/23,			
as related to Cedar Lake LakeScan 2022 Services.			
Please remit payment to Kieser & Associates, LLC For questions, please contact Becky Hough.		Total	USD 1,140.00

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



#### Final Details for Order #111-2196471-7450612 Print this page for your records.

Order Placed: February 9, 2023 Amazon.com order number: 111-2196471-7450612 Order Total: **\$115.58** 

#### Shipped on February 10, 2023

#### **Items Ordered**

Price

1 of: *HP Original 138X Black Laserjet Toner Cartridge* | *This Cartridge Works Laserjet* \$119.99 *Pro 4001, MFP 4101* | *W1380X* Sold by: Amazon.com Services LLC

Condition: New

#### **Shipping Address:**

Rex Vaughn 3580 E CEDAR LAKE DR GREENBUSH, MI 48738-9702 United States

#### Shipping Speed:

FREE Prime Delivery

# **Payment information**

#### **Payment Method:**

Amazon.com Visa Signature | Last digits: 8973 Rewards Points

#### **Billing address**

Rex Vaughn 6295 Pinecroft Court Flint, MI 48532-2124 United States Item(s) Subtotal: \$119.99 Shipping & Handling: \$0.00 Total before tax: \$119.99 Estimated tax to be collected: \$7.20 Rewards Points: -\$11.61

#### Grand Total:\$115.58

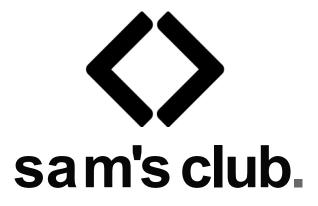
#### **Credit Card transactions**

Visa ending in 8973: February 10,2023:\$115.58

To view the status of your order, return to <u>Order Summary</u>.

Conditions of Use | Privacy Notice © 1996-2023, Amazon.com, Inc. or its affiliates

Please add back the personal Rewards Points, total requested is \$127.19



#### CLUB MANAGER

FLINT, MI 02/28/23 14:13 8536 8291 83

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# # ITEMS SOLD 1

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02/28/23 14:13