

February 27, 2023 - **REVISED**

Buffalo Protection and Rehabilitation District

Sent Via Email: darrelweedguy2023@gmail.com

Re: Costs for 2023 Lake Management Activities

Dear Mr. Unsinn and District Members:

In response to your request, Wisconsin Lake & Pond Resource, LLC (WLPR), has prepared a cost estimate for comprehensive lake and aquatic plant management services for Buffalo Lake, Marquette County. This scope of services briefly describes the proposed work plan, anticipated project schedule and estimated project costs. All work would be completed in accordance with applicable federal, state, and local regulations, as outlined below.

Work Scope

These costs include labor, equipment, chemical costs, and direct costs to complete the described work plan. If more than one mobilization is required because DNR does not allow the treatment or it is outside of the allowable label parameters because of weather or other environmental factors, multiple mobilization charges may apply. Chemical and equipment costs are based on the referenced products, application rates and acreages and those costs are fixed as proposed, per unit labor costs generally increase as the treatment area decreases and are subject to change based on the final DNR approved treatment areas and application rates.

TASK 1.0 PREPARE WDNR & NPDES PERMIT APPLICATIONS - 2023

WLPR will prepare the Wisconsin Department of Natural Resources (WDNR) permit application for chemical control using treatment areas and maps created by WLPR with assistance from the District. Additional attachments required, including a draft legal publication, will be provided by WLPR to the District. Any local publishing requirements in local newspaper(s) will be the responsibility of the District. Once the permit application and riparian owner notifications are completed, they will be submitted to the DNR using the online electronic permit system. The Client is responsible for any WDNR permit fees.

TASK 2.0 EDUCATIONAL MAILING (OPTIONAL) – 2023

A packet of information regarding the proposed treatment will be distributed to riparian property owners consistent with NR107.04 (3) that are located within or adjacent to the permitted application (150') areas. It is assumed that the District will provide an Excel spreadsheet mailing list of all riparian property owners to WLPR. ***It is also assumed for the purposes of this proposal that this Task will be completed by the lake group***, and it must be completed at least 15 days prior to the chemical treatment. All pertinent information for notification will be provided by WLPR.

Task 3.0 CHEMICAL TREATMENT TARGETING GENERAL NAVIGATIONAL NUISANCE SPECIES - 2023

Some locations of Buffalo Lake can see dense growth of aquatic plant species. These areas were noted by residents and past visits to lake and include locations of dense submersed vegetation. All products proposed are registered by the EPA, DATCP, and the WDNR for use in Wisconsin to control nuisance aquatic plant growth. Submersed nuisance growth will be treated with a mixture of the active ingredients diquat, liquid copper, and flumioxazin. Application is limited to an area immediately next to individual piers from the shore to the end of the pier. Maximum width per navigational lane is 30-ft. For cost-estimation proposes, total areas are expected to be or 21.76 acres with an average depth estimated at 2.5-ft for application areas.

SCHEDULE AND ESTIMATED COST

Work can begin on this project once a signed contract is received. All field work will be coordinated with the Client and the WDNR. WLPR will work with the Client to ensure the treatment is completed and effective prior to significant use times such as weekends and holidays.

Task 1.0 Prepare WDNR Permit Application and Notices - 2023

Prepare WDNR Permit and Treatment Notices	\$150.00
WDNR Permit Fees (21.76 acres) *	\$584.25
TOTAL COST Task 1.0	\$734.25

Task 2.0 Educational Mailing (*optional*) Base fee \$250 + \$1.50 each piece mailed = **\$Actual Costs**

Task 3.0 Chemical Treatment Targeting General Navigational Nuisance Species - 2023

Clipper SC/Tribune/Captain at 0.30/0.245/0.111 PPM to 21.76 ac	\$9,755.00
Labor	\$2,502.40
Mobilization, equipment, and vehicle/boat charge	\$375.00
Subtotal Cost	\$12,632.40

Total Costs Tasks 1.0-3.0 **\$13,366.65**

* Fee includes on-line convenience fee of 2.5% as charged by the WDNR. Treatment record(s) will be completed at no cost.

WLPR offers our clients a complete package of insurance including statutory liability, comprehensive general liability, automobile liability, errors and omissions and pollution liability. A copy of which is available upon request, or execution of this contract. A copy of regulatory and/or lake client references is available upon request.

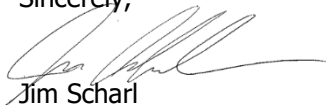
PAYMENT TERMS & CONDITIONS

Payment for services and expenses are due upon receipt, and will accrue interest after 30 days. Final reports will be withheld until all payments are made in full. Invoices for the services performed will be submitted either upon completion of such services or on a monthly basis. Refer to the attached Agreement for additional terms and conditions.

We are pleased to submit this proposal and trust this information meets your needs. The above-stated fee proposed for this scope of services is valid for 90 days from the date of this proposal and are subject to annual adjustments. Upon review and acceptance of the proposal and attached Standard terms and Conditions, please return a signed copy of this Agreement in its entirety via mail, fax or email, keeping one copy for your records.

If you have any questions, or require any additional information, please don't hesitate to contact us at (920) 872-2032 or via email at jim@wisconsinlpr.com. We thank you for this opportunity and look forward to working with you on this project.

Sincerely,



Jim Scharl
 Senior Biologist – Lake Services Manager

Terms and Conditions

The following Terms and Conditions are attached to and form part of a proposal for lake management services to be performed by Wisconsin Lake & Pond Resource, LLC (herein after referred to as WLPR) when the Customer authorizes WLPR to proceed with the services, and together with the proposal shall constitute the AGREEMENT. This shall encompass all related lake management services for the Client, unless the Client is already under contract with another provider for additional or similar services at the time of this Agreement.

SERVICE, EQUIPMENT & MATERIAL COSTS: *SEE ATTACHED PROPOSAL FOR A BREAKDOWN OF SPECIFIC COSTS*

Travel, mileage or lump sum mobilization charge per each service date if applicable, will be based on the site location as outlined in the proposal. Additional services that are specifically requested by the Customer, and that are not covered in this contract, will be billed at a flat rate of \$75 - \$100/hour/employee or quoted per project. Any such additional services will be presented to the Customer as a quote and will not commence until the Customer approves the quote for additional services.

BILLING AND TERMS: Balance of payment will be due upon receipt of invoice. A late payment fee of financing charges of 1.5% per month, will be applied to balances more than 30 days past due.

PERMITS: It is understood by both parties that state, federal, and/or local permits may be required prior to performing aquatic management, installation or construction services. WLPR will provide assistance in completing the permit(s) as outlined in the proposal and provide permit applications to the Customer, the Customer hereby agrees and is responsible to sign and submit said permit(s) with the appropriate fees to each required governmental entity prior to commencement of aquatic management services performed by WLPR. The Customer understands and agrees there may be certain liabilities and responsibilities within these permits.

PROFESSIONAL EXPECTATIONS AND LIABILITY: WLPR shall provide professional trained, insured and licensed staff to perform aquatic management, installation or construction services. WLPR staff shall exercise reasonable standard of care and will comply with the labeled requirements of all E.P.A. registered aquatic pesticides pertaining to transportation, application and disposal, and will also post required warning signs that list any water use restrictions indicated on the label. Therefore, WLPR is not liable for personal, environmental or property damages that may occur as a result of applications of aquatic pesticides.

INDEMNITY: Customer agrees to defend, indemnify and hold WLPR harmless against any claim, demands, losses, liabilities, actions, lawsuits, arbitrations, or expenses of whatever nature, that may be brought against WLPR, relating to the management services provided pursuant to this Agreement, with the exception of claims arising directly out of alleged negligent conduct of WLPR's staff while actually performing the services which are the subject of this Agreement.

BUDGET: A budgetary range has been established based on multiple criteria. While the recommended budget is required to successfully manage the described waters, WLPR reserves the right to request an adjustment to the budget amount if there is a change in the scope, size of the management areas, product or application rates. If this results in additional costs to the Customer, a change order identifying the change in scope and associated cost(s) will be submitted in writing to the Customer. Any work and/or services associated with a change order will only commence upon Customer's written acceptance of the change order.



Wisconsin

Lake & Pond Resource LLC

“Providing Professional Resources for Management of Your Lake or Pond”

Professional Pond Management Products and Services
Aquatic Herbicide and Algaecide Applications
Lake Management Planning and Services
Pond Design and Development

ENVIRONMENTAL LOSS: While WLPR staff shall make every effort to reduce the risk of loss of non-target aquatic life, including fish, this risk remains inherent with any aquatic management, installation or construction services. Therefore WLPR is not liable for any non-target loss, the Customer understands and accepts the risks associated with potential aquatic management activities.

SITE ACCESS: Customer agrees to provide a suitable vehicle access and boat launch to Customer’s waters, if there is a fee to launch the Customer agrees to waive (if possible) or alternatively reimburse said launch fees, as part of the project costs billed to the Customer. In the absence of suitable access and launch, WLPR shall not be liable for damages done to lawns, shorelines or other property that may occur during access to the waterway.

TERMINATION: Either party may termination this agreement without cause upon 30 days written notice. Upon termination by either party, the Customer shall pay all outstanding fees for services render under this agreement to the effective date of termination.

WARRANTY: Aquatic Applications - given the numerous environmental variables associated with aquatic applications, no product performance guaranty or warranty, other than those provided by the manufacturer, are given or implied. Motors, electrical equipment, and components – warranties vary on these items due to different manufacturers. Please inquire with WLPR regarding specific warranties.

CUSTOMER AUTHORIZATION: The attached Proposal (and/or subsequent work orders or task revisions) and above Terms and Conditions are satisfactory and are hereby accepted. WLPR is authorized to perform all of the work as described.

WLPR Representative:  Date: 02/27/2023

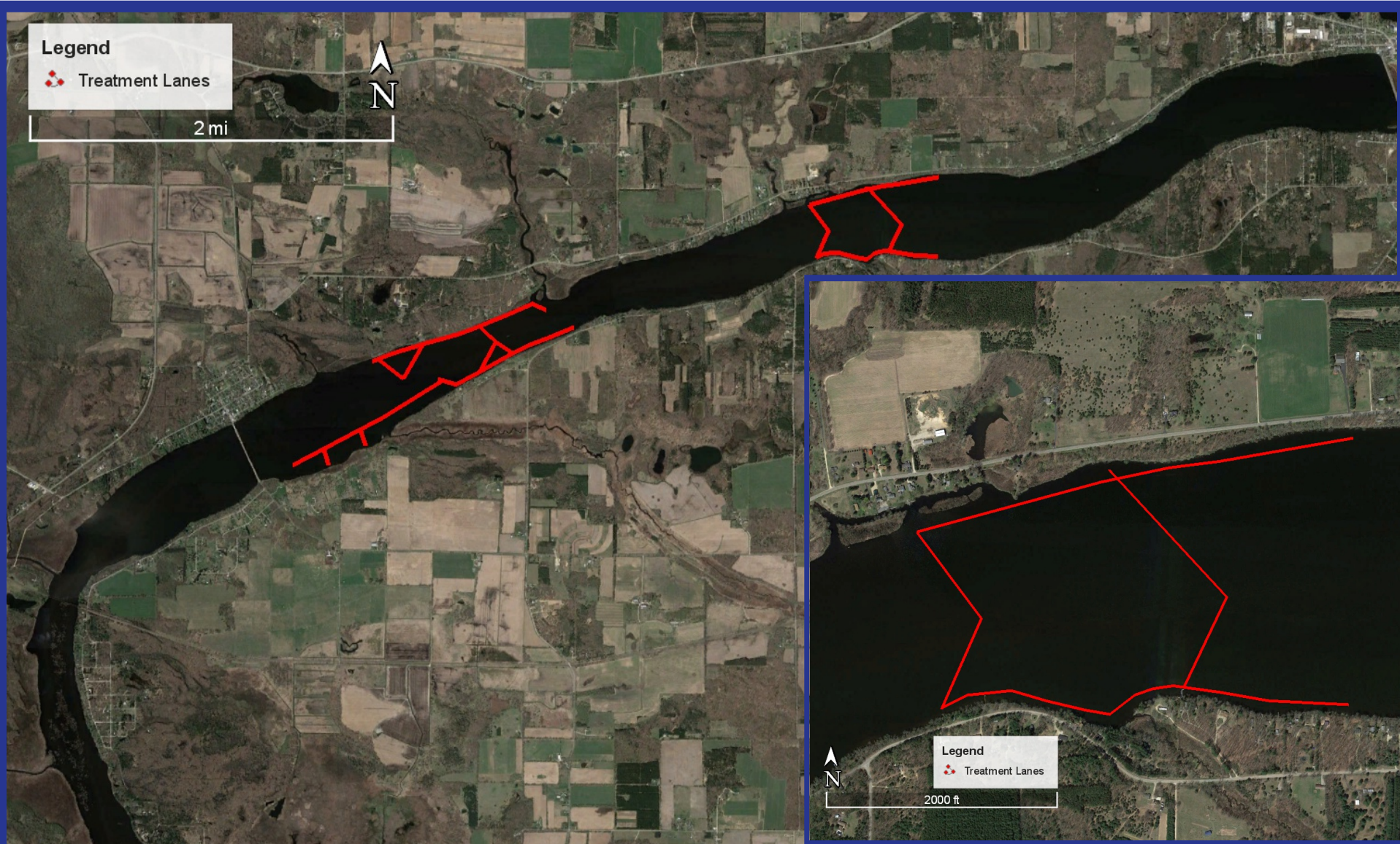
Customer: _____ Date: _____

Authorized Representative Signature: _____

Customer Contact Name (Printed): _____

Email: _____ Phone Number: _____

Customer Billing Address: _____

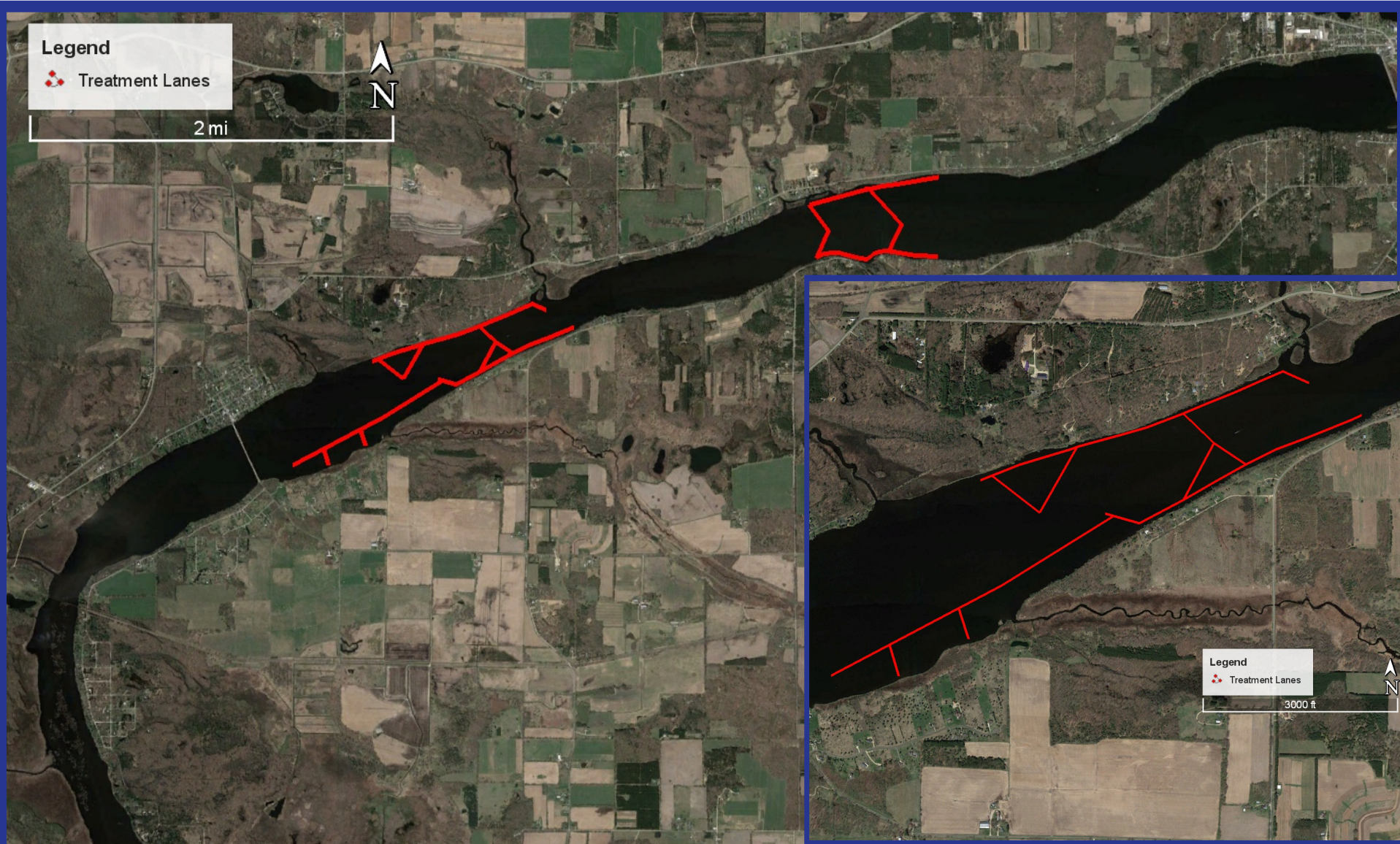



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Treatment Locations - East Lanes

- *Total treatment area up to 21.76 acres
- *All lanes at up to a 30-ft width
- *Locations approximate and may vary based on conditions day of application

Buffalo Lake
 Marquette County




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