

# AGENDA

## WALLED LAKE LAKE IMPROVEMENT BOARD MEETING

November 9, 2011  
7:00 PM

Novi Police Training Center  
45125 W. Ten Mile Road

- I. Call Meeting to Order
- II. Roll Call
- III. Public Comment
- IV. Approval of Minutes of September 28, 2011 meeting
- V. Treasurer's Report
  - A. Treasurer's Report
  - B. Payment of Bills
  - C. Budget Amendment
  - D. Correspondence regarding Curtis property (postponed from 9/28/11 meeting)
- VI. Review of Proposals for Lake Management Consultant
- VII. Discussion of Bids Received for Mechanical Harvesting
- VIII. Discussion of Bids Received for Aquatic Herbicide Application
- IX. Discussion of Lake Board 2012 Budget
- X. Public Comment
- XI. Other Business
- XII. Adjournment

Please visit [www.cityofnovi.org/lakeboard](http://www.cityofnovi.org/lakeboard) for additional information

No. L-11-50

**NOTICE OF MEETING OF THE  
LAKE IMPROVEMENT BOARD  
FOR  
WALLED LAKE**

A meeting of the Lake Improvement Board for Walled Lake  
will be held on Wednesday, November 9, 2011 at 7:00 p.m.  
at the Novi Police Training Center  
45125 W. Ten Mile Road, Novi MI 48375

Posted: 10-11-11  
11:00 a.m.

WALLED LAKE  
LAKE IMPROVEMENT BOARD MEETING *DRAFT* MINUTES  
September 28, 2011

The meeting of the Lake Improvement Board for Walled Lake was held at the Novi Police Training Center at 45125 W. 10 Mile Road on September 28, 2011. The meeting was called to order by Dave Galloway, Chairman, at 7:02 p.m.

Present: William Burke, City of Walled Lake  
Brian Coburn, Secretary-Treasurer, City of Novi  
Dave Galloway, Chairman and Riparian Representative  
Karen Warren, Oakland County Water Resource Commissioner's Office  
Philip Weipert, Oakland County Board of Commissioners Representative

Also

Present: Mark Roberts, Attorney, Secrest Wardle

Chairman Galloway opened the meeting and then asked for Public Comment.

At Public Comment, Jeff Rooke and Ken Holmes agreed that the lake was in better shape than last year but felt that the harvesting machine, which chopped and then stirred up the weeds, was not as preferable as the chemical application. Public Comment was then closed.

**Moved by Coburn, Supported by Warren; CARRIED UNANIMOUSLY: To approve the Minutes of November 18, 2010.**

Secretary-Treasurer Coburn stated that the City is required to review and certify the delinquent assessments as required by the statute. He stated that the City of Walled Lake had 76 parcels that were delinquent and the City of Novi had 50 parcels that were delinquent, totaling \$5,282.17 and \$5,699.70, respectively, which included a six percent interest penalty.

**Moved by Coburn, Supported by Weipert; CARRIED UNANIMOUSLY: To certify the delinquent amounts, plus interest, to the City Assessor for each City for presentation to each City Council for placement on the winter tax roll for collection.**

Secretary-Treasurer Coburn presented correspondence, including a letter from the Novi Assessor regarding the Arthur & Ruby Giessler property (50-22-03-326-003) with a GIS mapping error, and a letter from Roger Curtis requesting that a clerical error be corrected.

**Moved by Weipert, Supported by Coburn; CARRIED UNANIMOUSLY: To revise the assessment roll to address a clerical error caused by an error in the mapping used to develop the roll to reduce the units of benefit for parcel 50-22-03-326-003 from 1-1/2 units of benefit to 1 unit of benefit on the Giessler property.**

**Moved by Weipert, Supported by Warren; CARRIED UNANIMOUSLY: To refund the overpayment of the assessment on the Giessler property.**

The Board discussed the correspondence from Mr. Curtis and requested that the Secretary get more clarification on the lake access rights of parcel 50-22-03-204-007. There was also a request for a review and recommendation by the City of Novi Assessor.

**Moved by Weipert; supported by Coburn; CARRIED UNANIMOUSLY: To postpone discussion regarding the request by Roger Curtis for correction of a clerical error on the assessment roll related to parcel 50-22-03-204-007.**

Chairperson Galloway presented an overview of the 2011 treatment program, which included both scheduled herbicide treatments (30 acres) but only one of the two scheduled mechanical harvestings (120 acres), due to issues with the contractor such as mechanical breakdowns and scheduling problems. He believed that the treatments were effective in reducing the weed growth on the lake. The Board also received two letters and heard from two members of the public that agreed that there was overall reduction in the number of weeds in the lake for the year.

The Board then discussed treatment for 2012. The herbicide treatments were believed to be more effective by the Board, and one resident in attendance who had been opposed to herbicide treatment also agreed that increasing the herbicide treatment area would make the program more effective. Since only one mechanical treatment was done, there remained \$34,200 in the budget for the year. The original recommended budget in the engineering study recommended a lake management consultant for \$1,500 each year.

**Moved by Warren; supported by Weipert; CARRIED UNANIMOUSLY: To authorize the Secretary to seek proposals for a lake management consultant to assist the Board in developing a plan for 2012 and to review the effectiveness of the treatments; to authorize the Secretary to seek bids for 100 acres of herbicide treatment and 70 acres of mechanical harvesting.**

At Public Comment, Ken Holmes commended Chairperson Galloway for his suggestion to reduce the harvesting and also suggested that the company hired to do the herbicide treatment assess the effectiveness of the treatments. Jeff Rooke said he would prefer to have a separate consultant.

**Moved by Coburn; supported by Burke; CARRIED UNANIMOUSLY: To schedule a meeting for November 9, 2011, at 7:00 p.m. to review bids received from the herbicide and mechanical contractors and to discuss proposals from lake management consultants.**

**ADJOURNMENT:** There being no further business to come before the Lake Board, the meeting was adjourned at 8:50 p.m.

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Brian Coburn, Secretary-Treasurer

**WALLED LAKE IMPROVEMENT BOARD  
 QUARTERLY TREASURER'S REPORT  
 September 30, 2011**

<b>BALANCE ON HAND: 06/30/11 \$72,976.19</b>
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<b>INCOME</b>	<u>Quarter</u>	<u>YTD*</u>	<u>Budget</u>	<u>Remaining</u>
City of Novi Contribution	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -
Assessments (City of Novi)**	\$ 2,197.88	\$ 62,982.53	\$ 61,027.55	\$ (1,954.98)
Assessments (City of Walled Lake)***	\$ -	\$ 36,693.18	\$ 36,695.30	\$ 2.12
<b>TOTAL INCOME</b>	<b>\$ 2,197.88</b>	<b>\$ 129,675.71</b>	<b>\$ 127,722.85</b>	<b>\$ (1,952.86)</b>

<b>EXPENSES</b>				
Herbicide Treatment	\$ 3,075.00	\$ 13,515.00	\$ 13,515.00	\$ -
Mechanical Weed Harvesting	\$ 34,200.00	\$ 34,200.00	\$ 68,400.00	\$ 34,200.00
Engineering Services	\$ -	\$ 16,865.00	\$ 16,865.00	\$ -
Permit Fee	\$ -	\$ 800.00	\$ 800.00	\$ -
Administrative & Legal	\$ 1,028.36	\$ 27,425.36	\$ 28,142.85	\$ 717.49
<b>TOTAL EXPENSES</b>	<b>\$ 38,303.36</b>	<b>\$ 92,805.36</b>	<b>\$ 127,722.85</b>	<b>\$ 34,917.49</b>

<b>BALANCE ON HAND: 09/30/11 \$36,870.71</b>
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\*YTD includes expenditures from 2009-2010 as part of year 2011

\*\*Includes \$4,803.07 in income attributable to future years due to early payoff in Novi.

\*\*\*Walled Lake paid the assessed amount in full for 2011 to Lake Board and does not reflect actual collection

**EXPENSE DETAIL FOR Q3-2011**

<u>Description</u>	<u>Invoice No.</u>	<u>Vendor</u>	<u>Amount</u>
Herbicide Treatment	11-0333	LakePro	\$ 3,075.00
Mechanical Weed Harvesting	2169	Savin Lake Services	\$ 34,200.00
Legal Services through 6/30/11	1214177	Secretst Wardle	\$ 363.88
Legal Services through 7/31/11	1214913	Secretst Wardle	\$ 592.48
Legal Services through 8/31/11	1215912	Secretst Wardle	\$ 72.00
<b>Subtotal Legal Services</b>			<b>\$ 1,028.36</b>
<b>TOTAL EXPENSES FOR Q3</b>			<b>\$ 38,303.36</b>

Submitted by   
 Brian Coburn, Secretary/Treasurer  
 Walled Lake Improvement Board

**WALLED LAKE IMPROVEMENT BOARD**  
**TREASURER'S REPORT for 11/9/11 Lake Board Meeting**  
**as of 11/3/11**

<b>BALANCE ON HAND: 09/30/11</b>	<b>\$36,870.71</b>
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<b>INCOME</b>	<u>Quarter</u>	<u>YTD*</u>	<u>Budget</u>	<u>Remaining</u>
City of Novi Contribution	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -
Assessments (City of Novi)	\$ 845.34	\$ 63,827.87	\$ 61,027.55	\$ (2,800.32)
Assessment Refunds****	\$ (96.06)	\$ (96.06)	\$ -	\$ 96.06
Assessments (City of Walled Lake)	\$ -	\$ 36,693.18	\$ 36,695.30	\$ 2.12
<b>TOTAL INCOME</b>	<b>\$ 749.28</b>	<b>\$ 130,424.99</b>	<b>\$ 127,722.85</b>	<b>\$ (2,702.14)</b>

<b>EXPENSES</b>				
Herbicide Treatment	\$ -	\$ 13,515.00	\$ 13,515.00	\$ -
Mechanical Weed Harvesting	\$ -	\$ 34,200.00	\$ 68,400.00	\$ 34,200.00
Engineering Services	\$ -	\$ 16,865.00	\$ 16,865.00	\$ -
Permit Fee	\$ -	\$ 800.00	\$ 800.00	\$ -
Administrative & Legal	\$ 768.00	\$ 28,193.36	\$ 28,142.85	\$ (50.51)
<b>TOTAL EXPENSES</b>	<b>\$ 768.00</b>	<b>\$ 93,573.36</b>	<b>\$ 127,722.85</b>	<b>\$ 34,149.49</b>

<b>BALANCE ON HAND: as of 11/3/11</b>	<b>\$36,851.99</b>
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\*YTD includes expenditures from 2009-2010 as part of year 2011

\*\*Includes income attributable to future years due to early payoff in Novi.

\*\*\*Walled Lake paid the assessed amount in full for 2011 to Lake Board and does not reflect actual collection

\*\*\*\*A result of Lake Board action (see 9/28/11 minutes ref. 50-22-03-326-002)

**EXPENSE DETAIL FOR Q4-2011**

<u>Description</u>	<u>Invoice No.</u>	<u>Vendor</u>	<u>Amount</u>
Partial Refund for 50-22-03-326-002 (see 9/28/11 minutes)			\$ 96.06
Legal Services through 9/30/11	1216822	Secret Wardle	\$ 768.00
			<b>\$ 864.06</b>

Submitted by  \_\_\_\_\_  
 Brian Coburn, Secretary/Treasurer  
 Walled Lake Improvement Board

SECRET  
**SW**  
WARDLE

SECRET, WARDLE, LYNCH  
HAMPTON, TRUEX & MORLEY  
30903 NORTHWESTERN HIGHWAY P.O. BOX 3040  
FARMINGTON HILLS, MICHIGAN 48333-3040  
(248) 851-9500

6839

IRS # 38-1863919

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Walled Lake Improvement Board  
Brian Coburn  
45175 W 10 Mile Road  
Novi, MI 48375-3024

October 6, 2011  
Invoice # 1216822  
Client No. M1104  
Matter No. 091331

RE: Walled Lake Improvement Board

**INTERIM**

Services Rendered: CLAIM #

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**CURRENT BILLING SUMMARY THROUGH SEPTEMBER 30, 2011**

Fees for Professional Services	\$768.00
Expenses Advanced	\$0.00
<b>CURRENT BILL DUE</b>	<b>\$768.00</b>

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PLEASE REMIT TO: SECRET, WARDLE, LYNCH,  
HAMPTON, TRUEX & MORLEY, PC  
P.O. BOX 634213  
CINCINNATI, OH 45263-4213

DATE	TKPR	DESCRIPTION	HOURS
09/13/11	MSR	Receipt and review e-mail correspondence from B. Coburn re: delinquency procedure	0.20
09/13/11	MSR	Research delinquency procedure	1.80
09/13/11	MSR	Prepare and send email correspondence to B. Coburn re: delinquency procedure	0.40
09/23/11	MSR	Receipt and review of email with attached documents from B. Coburn regarding meeting agenda for September 28, 2011	0.40
09/28/11	MSR	Telephone conference(s) with Kathy from City of Novi Treasurer regarding report to Lake Board regarding delinquent assessments for Walled Lake Improvement Board	0.40
09/28/11	MSR	Receipt and review of email with attached documents from B. Coburn regarding correspondence received for the September 28, 2011 Lake Board meeting	0.40
09/28/11	MSR	Attend meeting of Lake Board	2.80

**HOURLY CHARGES:**

INIT.	TIMEKEEPER	RATE	HOURS	BILLED
MSR	MARK S ROBERTS, Associate	\$120.00	6.40	\$768.00

TOTAL HOURLY CHARGES:

\$768.00

**EXPENSES ADVANCED:**

**EXPENSE SUMMARY:**

**TOTAL CURRENT BILL**

**\$768.00**



## MEMORANDUM

**TO:** WALLED LAKE IMPROVEMENT BOARD MEMBERS

**FROM:** BRIAN COBURN, P.E.; SECRETARY/TREASURER *B/C*

**SUBJECT:** BUDGET AMENDMENT

**DATE:** NOVEMBER 3, 2011

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At the November 18, 2010 meeting of the Lake Board, the Board approved a motion that allows the Treasurer to pay bills on behalf of the Board up to the budgeted amounts. As shown on the Treasurer's report, we have exceeded the budget for Administrative and Legal. In order to continue to pay invoices, such as the attorney invoice that will come after this meeting, I am requesting that the 2011 budget be amended as follows and as shown on the attached:

- Decrease Mechanical Weed Harvesting by \$34,200 to reflect the actual amount paid for the year, since only one harvesting was completed.
- Increase Administrative and Legal by \$3,000 to incorporate anticipated legal invoices for October, November and December.

The amended budget continues to show \$127,723 in income, but only \$96,523 in expenses. The remaining \$31,200 not budgeted for 2011 expenses is available for appropriation in the 2012 budget.

**WALLED LAKE IMPROVEMENT BOARD  
PROPOSED 2011 BUDGET AMENDMENT  
November 3, 2011**

<u>Description</u>	<u>Adopted Budget</u>	<u>Proposed Amendment</u>	<u>Final Amended Budget</u>	<u>Notes</u>
<u>Income</u>				
Property Assessments	\$ 97,723	\$ -	\$ 97,723	
City of Novi Contribution	\$ 30,000	\$ -	\$ 30,000	
<b>TOTAL INCOME</b>	<b>\$ 127,723</b>	<b>\$ -</b>	<b>\$ 127,723</b>	
<u>Expenses</u>				
Herbicide Treatment	\$ 13,515	\$ -	\$ 13,515	
Mechanical Weed Harvesting	\$ 68,400	\$ (34,200)	\$ 34,200	Second treatment not completed
Engineering Services	\$ 16,865	\$ -	\$ 16,865	
Permit Fee	\$ 800	\$ -	\$ 800	
Administrative & Legal	\$ 28,143	\$ 3,000	\$ 31,143	Attorney fees, mailings, publications costs
<b>TOTAL EXPENSES</b>	<b>\$ 127,723</b>	<b>\$ (31,200)</b>	<b>\$ 96,523</b>	

**Notes:**

- Budget for 2011 includes 2010 as part of the first year expenses
- Remaining \$31,200 to be appropriated in 2012

To: Walled Lake / Novi Lakeboard

I would like to call to your attention to  
sidwell # 22-03-204-007. This parcel  
was assessed as a lakefront parcel.

This parcel is part of an easement with  
no lakefrontage. Enclosed is a property  
description and survey of said parcel.

It would please me if the lake board  
would correct this.

Thank You.

Roger Curtis

contact # 248 624 9555.





LEGAL DESCRIPTION:

PARCEL A: Part of the North  $\frac{1}{2}$  of Section 3, T.1N., R.8E., City of Novi, Oakland County, Michigan, described as beginning at the N.W. corner of Lot 17 of "Lake Wall Subdivision" (as recorded in Liber 20, Page 15, O.C.R.); thence N.  $89^{\circ}-19'-00''$  E., 17.50ft.; thence due North, 64.20 ft. to Point "A"; thence due North, 7.5 ft. more or less, to shoreline of Walled Lake, thence Southwesterly along said shoreline, 54 ft. more or less; thence due South 4.6 ft. more or less to Point "B"; (Said Point "B" being along a shoreline traverse N.  $73^{\circ}-27'-41''$  E., 52.15 ft. to said Point "A"); thence from said Point "B", due South 49.95 ft. to the Northerly right-of-way line of West Lake Drive (30 ft. wide); thence along said ROW, N.  $89^{\circ}-19'-00''$  E., 32.50 ft. to the point of beginning, containing 0.07 acres and also subject to any easements of record, & subject to the easement as described below.

PARCEL B: Part of the North  $\frac{1}{2}$  of Section 3, T.1N., R.8E., City of Novi, Oakland County, Michigan, described as commencing at the N.W. corner of Lot 17 of "Lake Wall Subdivision" (as recorded in Liber 20, Page 15, O.C.R.); thence N.  $89^{\circ}-19'-00''$  E., 17.50 ft. to the point of beginning of said Parcel; thence N.  $89^{\circ}-19'-00''$  E., 40.00 ft.; thence N.  $64^{\circ}-44'-00''$  E., 27.64 ft.; thence due North, 52.67 ft. to Point "C"; thence due North 6.5 ft. more or less to the shoreline of Walled Lake; thence Westerly 65 ft. more or less along said shoreline; thence due South 7.5 ft. more or less to Point "A"; (said Point "A" being along a shoreline traverse N.  $89^{\circ}-23'-15''$  E., 65.00 ft. to said Point "C"); thence from said Point "A", due South 64.20 ft. to the point of beginning, containing 0.10 acres and also subject to any easements of record, & subject to the easement as described below.

PARCEL C: Part of Lot 17 of "Lake Wall Subdivision" being a part of the N.W.  $\frac{1}{4}$  of Section 3, T.1N., R.8E., City of Novi, Oakland County, Michigan, being more particularly described as beginning at the N.W. corner of said Lot 17; thence S.  $26^{\circ}-38'-20''$  W., 10.00 ft.; thence N.  $89^{\circ}-32'-20''$  E., 42.30 ft.; thence N.  $64^{\circ}-44'-00''$  E., 21.76 ft.; thence S.  $89^{\circ}-19'-00''$  W., 57.50 ft. to the point of beginning. Subject to any easements of record, and subject to the easement as described below.

EASEMENT DESCRIPTION: A 10 ft. wide private road easement, the centerline of which is described as commencing at the N.W. corner of Lot 17 of "Lake Wall Subdivision" (as recorded in Liber 20, Page 15, O.C.R.); thence S.  $26^{\circ}-38'-20''$  W., 15.62 ft. to the point of beginning of said centerline description; thence N.  $83^{\circ}-10'-45''$  E., 45.13 ft.; thence N.  $64^{\circ}-44'-00''$  E., 49.40 ft. to the point of ending of said centerline description.

LEGEND: o = Set Iron; o = Found Iron; (M) = Measured; (R) = Recorded;

BOUNDARY SURVEY FOR:

## Coburn, Brian

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**From:** Lemmon, Glenn  
**Sent:** Friday, November 04, 2011 8:39 AM  
**To:** Coburn, Brian  
**Subject:** RE: Lake Board Action

Brian,

Sorry, I was not here yesterday to address your question. It is my opinion that the parcel for Mr. Curtis that is in the road and not lake front at all, should be removed from the assessment roll.

D. Glenn Lemmon, Assessor  
City of Novi

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**From:** Coburn, Brian  
**Sent:** Thursday, November 03, 2011 10:01 AM  
**To:** Lemmon, Glenn  
**Cc:** Bixby, Marjorie  
**Subject:** RE: Lake Board Action

Glenn,

Do you have an opinion on if of how this parcel should be assessed? It appears that it does not have lake access and should not be assessed at all. I am prepping my packet today for the November 9 meeting where this will be discussed.

Thanks,

Brian

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**From:** Lemmon, Glenn  
**Sent:** Monday, October 03, 2011 2:45 PM  
**To:** Coburn, Brian  
**Cc:** Bixby, Marjorie  
**Subject:** RE: Lake Board Action

Brian,

Thank you for addressing the Giessler situation with the Board. Additionally, Mr. Curtis is correct that the assessment on 22-03-204-007 was made in error. That parcel of land is part of extension of West Lake Drive as it continues out into the peninsula. I apologize for any inconvenience to the Board and to the taxpayers for these errors. I appreciate the Board's efforts to rectify the errors.

D. Glenn Lemmon, Assessor  
City of Novi

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**WALLED LAKE IMPROVEMENT BOARD  
c/o CITY OF NOVI  
45175 W TEN MILE RD  
NOVI, MI 48375**

October 4, 2011

Roger Curtis  
1192 West Lake Dr  
Novi, MI 48377

Re: Request for Correction to Assessment Roll  
Parcel 22-03-204-007  
Walled Lake Improvement Board

This letter is in response to your letter that was received on September 26, 2011 requesting that the Walled Lake Improvement Board review the inclusion of the above referenced parcel as a lakefront parcel on the approved assessment roll. The Board discussed your letter at the September 28, 2011 meeting and several members requested additional information from you before a decision could be made.

The main question relates to whether the -007 parcel has the right to lake access as a back lot parcel. Another question related to the size of the parcel and the size of the easement on the parcel. Please provide additional information to me so it can be provided to the Board or feel free to appear at the next Lake Board meeting which is schedule for November 9, 2011 at 7 PM.

Please feel free to contact me at 248-735-5632 with any questions.

Sincerely,

WALLED LAKE IMPROVEMENT BOARD



Brian T. Coburn, P.E.  
Secretary/Treasurer

cc: David Galloway, Lake Board Chairperson  
Mark Roberts, Lake Board Attorney

# MEMORANDUM

**TO:** WALLED LAKE IMPROVEMENT BOARD MEMBERS  
**FROM:** BRIAN COBURN, P.E.; SECRETARY/TREASURER *BIC*  
**SUBJECT:** EVALUATION OF LAKE MANAGEMENT CONSULTANT PROPOSALS  
**DATE:** NOVEMBER 3, 2011

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In response to the request for proposals for a Lake Management Consultant, we received the enclosed six proposals. The agenda for our meeting on November 9 includes a discussion and consideration of award of the engineering contract for the lake study. Therefore, a review of the proposals prior to the meeting may help facilitate the discussion.

Since the services provided by the consultant are heavily dependent on qualifications, it is customary to review these types of proposals with more emphasis on qualifications, experience, and background rather than simply based on fee.

Enclosed is a proposal evaluation form that is used by the Oakland County Water Resource Commissioner's Office to review proposals for consulting services. It uses a scoring system to evaluate the various criteria that were included in the Request for Proposals for this study. Use of the form is optional, but may prove helpful in your evaluation.

Please feel free to contact me for assistance in using the form.



## PROPOSAL EVALUATION FORM ENGINEERING SERVICES

Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

Selection Committee Member: \_\_\_\_\_ Ranking:(1-6)\_\_\_\_\_

<b>RATING FACTORS</b>	<b>MEMBERS SCORE (OUT OF 10)</b>	<b>WEIGHT</b>	<b>MEMBERS WEIGHTED SCORE</b>	<b>MAXIMUM SCORE</b>
<b>1. RELATED PROJECT EXPERIENCE</b>		X 2.0 =		20
<ul style="list-style-type: none"> <li>• Similar Projects (manager)</li> <li>• Costs vs. Budget (each)</li> <li>• Schedule vs. Completion time (each)</li> <li>• References</li> </ul>				
<b>2. PERSONNEL ASSIGNED TO PROJECT</b>		X 2.0 =		20
<ul style="list-style-type: none"> <li>• Organization</li> <li>• Project Manager</li> <li>• Other key team members</li> <li>• Environmental Specialists</li> <li>• Subconsultants</li> </ul>				
<b>3. PROJECT UNDERSTANDING</b>		X 1.0 =		10
<ul style="list-style-type: none"> <li>• Consultants in-depth understanding of project</li> <li>• Planning, organization and management</li> </ul>				
<b>4. SCHEDULE</b>		X 1.5 =		15
<ul style="list-style-type: none"> <li>• Project and major component completion dates</li> <li>• Target submittal dates</li> </ul>				
<b>5. ESTIMATE OF HOURS</b>		X 3.5 =		35
<ul style="list-style-type: none"> <li>• Man-hours by task and classification</li> </ul>				
			<b>Total Score</b>	100

**Comments:**

**FEE SUMMARY**  
**LAKE MANAGEMENT CONSULTANTS**

<u>Company</u>	<u>Proposed Fee</u>
Aquest	\$ 6,700.00
Keiser & Associates	\$ 6,935.00
Savin Lake Services	\$ 7,500.00 (*)
Progressive AE	\$ 7,800.00
Environmental Consulting & Technology	\$ 11,110.00
H2O In Motion	\$ 11,940.00

Notes:

(\*)reduced to \$3,000 if they get all three awards

# **REQUEST FOR PROFESSIONAL SERVICES**

## **LAKE MANAGEMENT CONSULTANT WALLED LAKE IMPROVEMENT BOARD**

**October 6, 2011**

### **I. Introduction**

The Walled Lake Improvement Board is seeking proposals from qualified lake management consultants (Consultant) to assist the board with the existing aquatic weed control program consisting of mechanical harvesting and herbicide applications on Walled Lake in Oakland County.

The Lake Board intends to contract with a lake management consultant that possess the appropriate skills, experience, resources and reputation to provide assistance to the Board relating to the control of aquatic weeds.

### **II. Project Background**

Walled Lake is located in Sections 2 and 3, T. 1 N., R. 8. E., City of Novi, and Sections 34 and 35, T. 2 N., R. 8 E., City of Walled Lake, Oakland County, Michigan and has a total surface area of approximately 644 acres and is largely surrounded by residential properties. The City of Walled Lake passed a resolution on November 18, 2008 and the City of Novi passed a resolution on January 12, 2009 for the establishment of a lake improvement board pursuant to Public Act 451 of 1994, the Natural Resources and Environmental Protection Act, as amended for the improvement of Walled Lake. The purpose of the lake board is to provide for the improvement of Walled Lake to control nuisance growth of invasive aquatic plants in Walled Lake.

The Lake Board approved an Engineering Study in 2009 that included a combination of mechanical harvesting (120 acres) and herbicide application (30 acres). The approved report recommended use of a lake management consultant, however the Board voted to eliminate the lake management consultant from the approved budget. The full engineering study can be found here:

<http://cityofnovi.org/Services/PublicServices/Engineering/LakeImprovementBoard/LakeImprovementBoardStudy091201.pdf>

The first treatments occurred on Walled Lake in 2011 and consisted of two herbicide applications (30 acres and 15 acres, respectively) and 120 acres of mechanical harvesting. The Lake Board utilized separate contractors for the herbicide and mechanical harvesting work. The contracts were managed by the Lake Board Chairperson and the Secretary/Treasurer. The bid documents for the 2012 treatments have been prepared by the Lake Board Secretary and the solicitation of bids is underway concurrent with this request for proposal. The Lake Board met on September 28, 2011 and decided to request proposals from lake management consultants for the 2012 treatment year.

More background and information is available from the Walled Lake Improvement Board website at [www.cityofnovi.org/lakeboard](http://www.cityofnovi.org/lakeboard).

### **III. Scope of Work**

The Lake Board is seeking a lake management consultant to provide assistance in developing and reviewing the effectiveness of the aquatic weed control program for Walled Lake. The proposed scope of services is as follows:

- Review and understand the Lake Improvement Study for Walled Lake Engineering as approved by the Board in 2009.
- Conduct a visual survey of the lake in spring 2012 to provide recommendations to the Lake Board in determining the locations, areas and types of treatment for the 2012 calendar year. The Board is currently advertising for bids on 100 acres of herbicide treatment and 70 acres of herbicide treatment for 2012, however, prior to award, the Board is seeking input from a lake management consultant on these quantities and locations to best manage aquatic weeds in Walled Lake.
- Perform a follow-up survey of Walled Lake after all treatments for 2012 are complete to evaluate the effectiveness of the treatment and prepare a report to the Board summarizing the effectiveness of the treatments and making recommendations for the next treatment year.
- Attend two Board meetings (held in the evening).

The Lake Board will continue to manage the contractors, approve payments, assist with permitting, and prepare the technical specifications and bid documents.

### **IV. Proposal Content**

The written proposal should focus on the project's specific needs, services to be provided and your specific approach to accomplish the work. The RFP should be presented in 8.5" x 11" format with a minimum font size of 11 and should not exceed ten (10) pages. Five copies of the proposal shall be provided, one of which shall be unbound.

The information to be included in the proposal is included in Attachment A. It is encouraged to add to your proposal any key elements that are believed to enhance the project's success and best utilize the firm's experience and expertise. The proposal should include a brief description of the firm, the staff and the firm's experience as well as the specific approach, tools, and techniques that will be used to complete this work on schedule. The proposal should be concise and an authorized representative of the Consultant shall sign the proposal.

### **V. Selection Process**

Written proposals submitted by the deadline will be evaluated by the Lake Board based upon the firm's demonstrated ability and specific approaches to best meeting the project needs, including but not limited to: understanding of the project, recent experience with this type of work, experience of the personnel assigned to this project, and compensation for services (cost).

A presentation may be required as part of the evaluation process. If a presentation is requested, then the project manager and other key team members shall represent the consultant at the presentation.

Based on the written proposal and, if necessary, oral presentation, a consulting firm that best meets the Lake Board's needs will be selected. The Lake Board will initiate an agreement with the selected consultant in terms of the submitted proposal; however, if an agreement cannot be negotiated, then another submitting consultant may be contacted.

The Lake Board reserves the right of not selecting any consultant, rejecting all proposals, or cancelling the project prior to contract execution without any compensation to the selected consultant.

It is the Lake Board's intent to enter into an agreement with the selected consultant to provide services as indentified under Paragraph III, "Scope of Work." The Lake Board reserves the right at its sole discretion to delete or modify any services, thereby affecting the project scope, at any time during the design process. The selected consultant will be entitled to appropriate compensation for work provided to date on such deleted or modified facilities without any additional compensation for theoretical "loss of profit."

## **VI. Contract Terms and Conditions**

The work shall be completed under a not-to-exceed cost contract agreement.

Specific contract terms and conditions shall be negotiated with the Lake Board. It is recognized that a single firm might not offer all of the proposed services and that subconsultants may be included in the submittal. All subconsultants shall be subject to Lake Board approval. The Lake Board reserves the right to contract directly with other firms for additional services. Additionally, the Lake Board will not allow mark-up on work done by an individual subconsultant if the work by that subconsultant exceeds 50 percent of the total consultant cost.

The Lake Board will not compensate for any work done pertaining to the written proposal and/or oral presentation made in response to this solicitation. The contents and commitments in the RFP shall remain firm for 90 calendar days from the submittal due date.

### ***Insurance and Indemnification***

The selected consultant will be required to incorporate the Lake Board's insurance requirements and indemnification language into the final contract, as stated herein. The Consultant shall provide the name of the insurance carrier who will provide the required coverage for this project in the proposal.

#### **Insurance**

- 1) Professional Liability/Errors and Omissions Coverage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 2) Commercial General Liability policy in the amount of \$1,000,000 combined single limit per occurrence and aggregate, including contractual liability.

- 3) Comprehensive Automobile Liability Policy to cover bodily injury and property damage arising out of ownership, maintenance or use of any motor vehicle owned, non-owned or hired vehicles in the minimum amount of \$1,000,000 combined single limit per occurrence. No fault coverage complying with statutory requirements of the State of Michigan are also required.
- 4) Workers' Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation statutes of the State of Michigan Employee's liability coverage shall be in the minimum amount of \$500,000 per occurrence.

### Indemnification

The Consultant shall agree to indemnify, defend and hold harmless the Lake Board and the Lake Board's agents, from and against any and all claims, loss, liability, damages, costs, and expenses, including, but not limited to, all reasonable fees and charges of attorneys, and other professional services, and other time and expenses incurred by the Lake Board using its own staff and all court or other dispute resolution costs that arise out of and to the extent caused by the negligent acts, errors, or omissions of the Consultant, its agent, subcontractors, or employees, regardless of whether or not such claim, loss, liability damage, cost, or expense is caused or contributed to, in part, by a part indemnified in the contract.

### **VII. Schedule & Project Contact Information**

The following is an anticipated schedule for the RFP process. The Lake Board reserves the right to modify any part of this schedule.

RFP Release:	October 6, 2011
Proposals Due:	October 27, 2011 at 3:00 PM
Board Discussion:	November 9, 2011 7:00 PM

Any further questions regarding this project should be directed to:

Brian Coburn, P.E.      City of Novi      [bcoburn@cityofnovi.org](mailto:bcoburn@cityofnovi.org)      248-735-5632

### **VIII. Responses**

To be considered, five copies (one unbound) of the proposal must be submitted, in a sealed envelope that is clearly marked with **“Walled Lake – Lake Management Consultant”**, to the City of Novi Clerk's Office no later than **3:00 PM, local prevailing time, October 27, 2011**, and shall be addressed to:

Brian Coburn, P.E., Secretary  
Walled Lake Lake Improvement Board  
c/o City of Novi Clerk's Office  
45175 W Ten Mile Road  
Novi, MI 48375

## **IX. Disclosure of Contents**

All information provided in the RFP will be held in confidence and will not be revealed or discussed with competitors until the deadline for submission of proposals has expired. Section 13(1) (j) of the Michigan Freedom of Information Act, as amended, provides that a public body may exempt from disclosure as a public record a bid or proposal by a person to enter into a contract or agreement, until the time for the public opening of the bids or proposals, or if a public opening is not conducted, until the deadline for submission of bids or proposals has expired.

**Attachment A**  
**PROPOSAL CONTENT**

Proposals should address the elements identified below. Whenever discussing a particular team member or past project, please identify the associated consultant/subconsultant if different from the prime consultant.

The proposal shall include the following item:

***Section 1: Understanding of the Project***

Provide a brief statement as to your understanding of the Lake Board and the Lake Management Consultant's role. Include a short narrative description of your proposed work plan and the approach to fulfilling the requirements of the RFP. Specify methods in approaching the project to address the scope of work and discuss the proposed organization and management tools to be used.

***Section 2: Related Project Experience***

Indicate the experience of recent work similar to the Lake Board's proposed project. Provide descriptions and references for each project that include the project's budget and schedule of completion, delays and any other pertinent information that can be applied towards this project.

***Section 3: Personnel to be assigned the Work (Project Team)***

Identify the personnel to be assigned to the project along with a description of their experience and qualifications. Also, provide specific information describing the qualifications of other personnel providing administrative and technical support, if any.

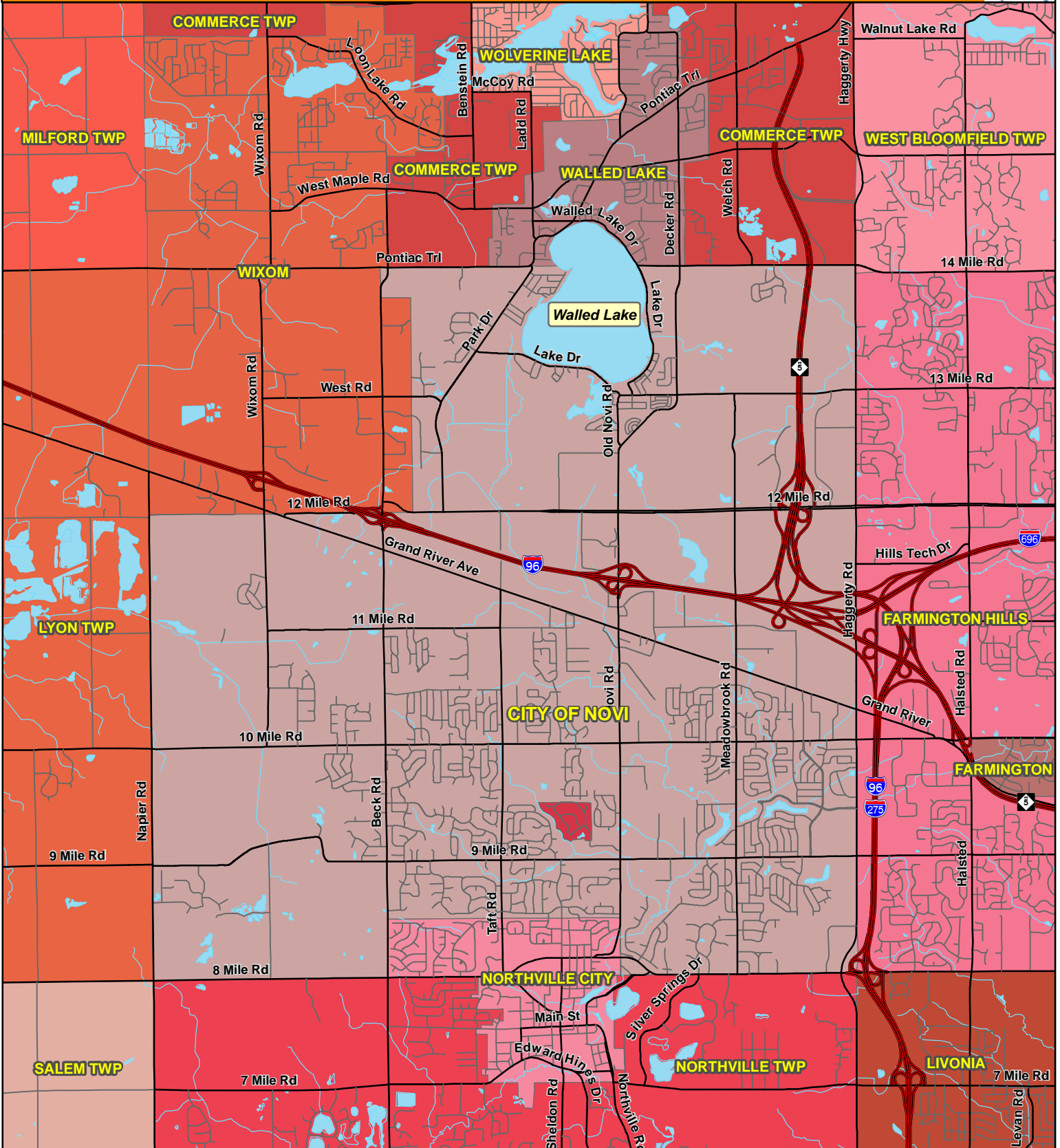
***Section 4: Compensation for Services (Fee)***

Provide an estimate of hours necessary to complete the services outlined in the scope of work. Provide the proposed method for compensation including employee wage rates, overhead and other direct costs associated to furnishing the services quoted as lump sum, not to exceed maximum cost.



# Walled Lake Location Reference

## City of Novi Engineering Division RFP Map Supplement



### CITY OF NOVI

ENGINEERING DIVISION

45175 W. TEN MILE ROAD

NOVI, MI 48375-3024

(248) 347-0454

MAP AUTHOR: CHRIS BLOUGH,  
CITY GIS MANAGER



0 2,500 5,000 10,000 15,000

FEET

1 INCH = 6,000 FEET

MAP PRINT DATE: 2/23/2009

### MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

**SUMMARY OF BIDS  
MECHANICAL HARVESTING**

<u>Description</u>	<u>Quantity (acres)</u>	<b>ANG Water Technologies</b>		<b>Inland Lakes Corp.</b>		<b>Savin</b>	
		<u>Price per acre</u>	<u>Total</u>	<u>Price per acre</u>	<u>Total</u>	<u>Price per acre</u>	<u>Total</u>
First Harvesting	70	\$ 580.00	\$ 40,600.00	\$ 500.00	\$ 35,000.00	\$ 345.00	\$ 24,150.00
Second Harvesting	70	\$ 500.00	\$ 35,000.00	\$ 500.00	\$ 35,000.00	\$ 345.00	\$ 24,150.00
<b>TOTAL BASE BID</b>			<b>\$ 75,600.00</b>		<b>\$ 70,000.00</b>		<b>\$ 48,300.00</b>
<b>RANK</b>			<b>3</b>		<b>2</b>		<b>1</b>

## **INVITATION FOR BIDS**

### **Walled Lake Mechanical Harvesting of Aquatic Weeds**

The Walled Lake Improvement Board will receive sealed bids for a project consisting of mechanical weed harvesting of Walled Lake, located in the cities of Novi and Walled Lake, Oakland County, Michigan. All bids shall be submitted to:

Walled Lake Improvement Board  
c/o City of Novi Clerk's Office  
45175 W Ten Mile Road  
Novi, MI 48375

by 3:00 PM, local time, on October 27, 2011. No Bids will be received after that time.

Brian Coburn, Secretary/Treasurer  
Walled Lake Improvement Board

## INSTRUCTIONS TO BIDDERS

### Walled Lake Mechanical Harvesting of Aquatic Weeds

#### **Definitions**

“Board” or “Lake Board” shall mean the Walled Lake Improvement Board (mailing address is: c/o City of Novi Clerk, 45175 W. Ten Mile Road, Novi, MI 48375).

#### **Background**

Walled Lake is located in Sections 2 and 3 of the City of Novi and Sections 34 and 35 of the City of Walled Lake, Oakland County, Michigan. The lake has a surface area of approximately 652 acres, of which 70 acres is targeted for mechanical harvesting of aquatic weeds.

The *Lake Improvement Study for Walled Lake* contains additional information, including maps of the lake, and can be found at:

<http://cityofnovi.org/Services/PublicWorks/Engineering/LakeImprovementBoard/LakeImprovementBoardStudy091201.pdf>

#### **Examination of the Contract Documents**

Before submitting a Bid, each Bidder should:

- a. Examine the Bid Documents (including any Addenda and the other related data identified in the Bidding Documents) thoroughly;
- b. Make all the investigations necessary to thoroughly inform himself/ herself regarding access to the lake for the equipment he/she may require for his/her operation;
- c. Become familiar with Federal, State, and local laws, ordinances, rules and regulations affecting performance of the work; and
- d. Carefully correlate his observations with the requirements of the Bid Documents.

Where information concerning existing conditions is provided in the Bid Documents, such information is provided for the convenience of the Bidder and not as a guarantee of conditions. The Bidder shall be satisfied as to the sufficiency and completeness of such data, and shall make all investigations necessary so that the Bid shall be based upon Bidder's knowledge and estimation of conditions to be met. The Bidder shall make all the investigations necessary to become adequately informed regarding the availability of all facilities which will be required to perform the work. No plea for ignorance of existing conditions shall be accepted. No claims will be accepted for extra compensation or extensions of time. If the Contractor fails to complete or omits any of the requirements of this contract, he/she shall be responsible for corrections.

Submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with all the requirements of this Section.

#### **Qualifications of Bidder**

To demonstrate Bidder's qualifications to perform the Work, the Bidder shall furnish all of the applicable information on the enclosed Bidder Questionnaire. The questionnaire must be submitted with the sealed Bid at the time of the Bid Opening.

### **Interpretation of Bid Documents**

All questions about the meaning or intent of the Bid Documents shall be submitted to the Board in writing. If a bidder finds omissions or discrepancies in the bid documents, he/she should notify the Board at once so that the Board can issue an addendum to all bidders. Replies will be issued by Addenda and mailed or delivered to all parties recorded by the Board as having received the Bidding Documents. Questions received less than seven (7) days prior to the date of opening of Bids will not be answered. Only those questions that are answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **Preparation of Bid**

The Bid form is included with the Bidding Documents. All blanks on the Bid form shall be completed by printing in ink or by typewriter, and the Bid shall be signed. A Bid price shall be indicated for each unit price item listed therein, or the words "no Bid", "No Change", or "Not Applicable" entered. In case of discrepancy between the Total Amount Bid and the summation of the products of item quantity and unit price, unit prices shall govern. Only one (1) copy of the bid form and questionnaire is required.

Alterations to prices or amounts already entered on the Bid form may be made only by crossing out the price or amount in ink and entering the new price or amount above or below the voided price or amount in ink, with the change initialed and dated by the Bidder in ink.

The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

Alternate Bids will not be considered unless expressly requested by the Board. Oral Bids will not be considered. A conditional Bid or conditions attached to Bids shall have no force or effect.

A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque, sealed envelope, plainly marked with "WALLED LAKE MECHANICAL HARVESTING BID" and name and address of the Bidder. Each bidder shall complete the Bidder Questionnaire and submit it with his/her Bid Form. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED."

Bid forms with facsimile or other electronically transmitted signatures will not be considered.

### **Modification or Withdrawal of Bids**

Any Bidder may withdraw its Bid, either personally or by written request, at any time prior to the scheduled time for Bid Opening. If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Board and promptly thereafter demonstrated to the reasonable satisfaction of Board that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work. No withdrawal of a Bid shall be permitted on account of mistake or any other reason after the expiration of this 24 hour period.

Bids received after the time and date specified will not be considered.

### **Opening of Bids**

Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously nonresponsive, read aloud publicly. An abstract of the amounts of the Bids and alternates, if any, will be made available to Bidders after the opening of Bids.

### **Award of Contract**

The Board reserves the right to accept any Bid or alternate and award the Contract to other than the lowest bidder; to waive any irregularities or informalities, or both; to reject any or all Bids; and in general to make the award of the Contract in any manner deemed by the Board, in its sole discretion, to be in the best interests of the Board. No conditional or qualified bids will be accepted.

More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of the Bidder and the rejection of all Bids in which that Bidder has an interest.

Bids will be evaluated based upon cost and prior experience. Opening and reading the Bids shall not constitute the acceptance of a Bidder as qualified. The right is reserved by the Board to determine a Bidder's qualifications, either from the Board's knowledge or from other sources.

Bids shall remain firm for 120 days. If there are any reasons why the contract cannot be awarded within this specified time period, the time of award may be extended by mutual agreement between the Board and the bidder. Should the Board be unable to award the Contract within 120 calendar days following the opening of Bids, the Board reserves the right to award the Contract at a later date to the lowest qualified Bidder at its Bid price, providing said Bidder is willing to accept such award.

The Board further reserves the right to add or delete any and all items of work for any reason whatsoever, including but not limited to, budgetary constraints, court action, or the inability to obtain necessary permits.

The Bidder agrees to provide required documentation of insurance to the Board and to execute the Contract within 10 days following the Notice of Award.

### **Insurance**

The successful Bidder will be required to carry and furnish proof of insurance as indicated in Exhibit A.

Such insurance must be issued by companies and in a form satisfactory to the OWNER. Certificates of such insurance must be attached to each copy of the executed Contract. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled or materially changed unless at least thirty (30) days prior written notice has been given to the Board, as evidenced by return receipt or registered or certified mail.

END OF SECTION

**BID FORM**

**Walled Lake Mechanical Harvesting of Aquatic Weeds**

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

BID TO: Walled Lake Improvement Board  
c/o City of Novi  
45175 W Ten Mile Rd  
Novi, MI 48375

BID FROM: \_\_\_\_\_ (Company Name of Bidder)

\_\_\_\_\_ (Company Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Telephone)

In compliance with your invitation for bids, Bidder hereby proposes to perform all work related to mechanical harvesting of Walled Lake, Oakland County, Michigan, in strict accordance with the contact documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the Bidder certifies that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Further, the Bidder also certifies that he/she has examined the contract documents and the location of the work described herein and is full informed as to the nature of the work and the conditions relating to its performance.

The Bidder understands that the acreages listed are approximate only and subject to either increase or decrease. The Bidder agrees that the unit prices named will be used if additions or deductions are made to the quantity of work.

All work described in the contract documents and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form.

The undersigned, having familiarized himself/herself with the instructions to Bidders and the 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 mechanical harvesting of Walled Lake in a workmanlike manner, all in accordance with the specifications at and for the following named price to wit:

Description	Quantity	Unit	Unit Price	Total Price
Mechanical Weed Harvesting (First Harvesting)	70 acres	per acre	\$	\$
Mechanical Weed Harvesting (Second Harvesting)	70 acres	per acre	\$	\$
TOTAL BID PRICE			\$	

**Contract extensions beyond calendar year 2012 at the unit price bid, plus three percent of the base unit price per year, are contingent upon the discretion of the Walled Lake Improvement Board.**

In the interest of expediting the award of this contract, the undersigned may be required to show that he/she has performed work similar to that included under the proposed contract for which this bid is offered.

In submitting this bid, it is understood that the right is reserved by the Walled Lake Improvement Board to reject any and all bids and to waive defects in the bids.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_  
(printed)

\_\_\_\_\_

END OF SECTION



## SPECIFICATIONS

### Walled Lake Mechanical Harvesting of Aquatic Weeds

1. The work shall consist of harvesting, removing, and disposing of aquatic growth from surface areas of Walled Lake. Aquatic growth in waters 18 inches deep shall be cut to within six (6) inches of the lake bottom, or the maximum depth allowed for the equipment, whichever is greater. In areas where water depth is over five (5) feet aquatic growth shall be cut a minimum of five (5) feet below water surface. The maximum cutting speed shall not exceed 1.5 miles per hour. Bidders shall be expected to harvest in waters 18 inch or deeper and cut to maximum depth at all times.
2. Walled Lake has approximately 652 acres of surface area. Approximately 70 acres of Walled Lake contains nuisance weed growth that is targeted for control using mechanical harvesting. Adjustment to the areas and number of acres to be treated may be made by the Board if found appropriate in view of the nature or extent of plant growth in the lake. Areas and the number of acres to be treated will be specified in writing by the Board. Additional information can be found in the *Lake Improvement Study for Walled Lake*, which contains additional information, including maps of the lake, and can be found at: <http://cityofnovi.org/Services/PublicWorks/Engineering/LakeImprovementBoard/LakeImprovementBoardStudy091201.pdf>
3. It shall be noted that chemical treatment will be conducted during the cutting season. Once the chemical treatment contract has been awarded, maps of the chemical treatment areas will be provided to the mechanical harvesting contractor. It shall be the responsibility of the mechanical harvesting contractor to coordinate the Contractor's operation and coverage with the chemical treatment program.
4. It is understood that the start of work is dictated by the weather and water temperatures and aquatic growth. Contractor shall provide notice (email, telephone, fax are acceptable) to the Secretary of the Lake Board a minimum of 48 hours prior to starting the first cut, which is anticipated to start between May 15 and June 30, 2011.
5. The Contractor shall be responsible for removal of all cut aquatic growth from the lake and for disposal of the same. Disposal shall be at a site acceptable to the Walled Lake Improvement Board and in accordance with all applicable regulations and requirements. Aquatic growth shall be removed daily as it is harvested by direct loading of trucks without interim placement of weeds at shore transfer sites.
6. The Contractor may utilize the Endwell road end within the City of Novi for access to the lake (see Exhibit B for location map). Other access locations may be proposed by the Contractor, however the Lake Board as well as the City of Novi, or the City of Walled Lake, shall have the authority to review and approve use of other sites for access and/or staging. This and any other approved access/staging site shall be regularly maintained by the Contractor and shall be returned to as good or better condition than existed prior to Contractor entering said premises. Contractor shall obey all government regulations pertaining to these sites.

7. Contractor shall keep records in a format approved by the Lake Board. Records shall be available for review as a basis for all work completed.
8. Any and all provisions, rules, and requirements of the Michigan Department of Natural Resources or Department of Environmental Quality shall apply at all times.
9. The Board will pay the contractor for the actual work performed. Contractor shall coordinate location, harvesting area and timing of harvesting with the Board's representative prior to performing the work.

**CONTRACT**

**Walled Lake Mechanical Harvesting of Aquatic Weeds**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by and between the Walled Lake Improvement Board, hereinafter called the  
“Board,” and \_\_\_\_\_

hereinafter called the “Contractor,” to wit:

1. That the Contractor shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories necessary to perform and complete in a workmanlike manner, all work required for the construction of the Project, in strict compliance with the Bid Documents herein mentioned, which are hereby made a part of the Contract.
2. That the Contractor shall indemnify the Board, its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs, including Contractor’s own employees and for loss or damage to any property in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting from negligent acts or omissions of Contractor, any Subcontractor, or any employee or representative of Contractor.
3. The Contractor shall proceed with the work required under this contract within seven (7) days following written notification from the Board to proceed. The Contractor shall fully complete all work within the time limit stated in the bid documents unless a written extension of time is granted by the Board.

IN CONSIDERATION WHEREOF, said Board promises and agrees to pay to said Contractor the sum provided in the attached bid, dated \_\_\_\_\_,20\_\_\_\_\_.

\$ \_\_\_\_\_ ( \_\_\_\_\_ )

(amount in figures and writing)

Payments shall be made upon satisfactory completion of the mechanical weed harvesting based on a review of the payment submittal forms and a visual inspection by the Board, in current funds at the unit prices state in the Contractor’s Bid.

For the faithful performance of all of the stipulations, terms, and conditions of this agreement, said parties respectfully bind themselves and their, executors, administrators, and assigns.

IN WITNESSETH WHEREOF, the parties hereto have caused this instrument to be executed in seven two (2) original counterparts and the day and year first written above.

OWNER:

**WALLED LAKE IMPROVEMENT BOARD**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
(Signature)

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

**CONTRACTOR:**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

## Bidder Questionnaire

### Walled Lake Mechanical Harvesting of Aquatic Weeds

Bidder: \_\_\_\_\_

- 1) How long have you (or the subcontractor you intend to use for the project) been in the aquatic weed harvesting business?

\_\_\_\_\_ Years

- 2) During 2010, how many lakes in the various size categories listed below did you harvest aquatic weeds?

- 1 to 10 Acres: \_\_\_\_\_ Lakes
- 11 to 100 Acres: \_\_\_\_\_ Lakes
- 101 to 500 Acres: \_\_\_\_\_ Lakes
- Lakes > 500 Acres: \_\_\_\_\_ Lakes

- 3) Please attach a complete listing of staff and equipment or subcontractors, proposed to be utilized for the weed harvesting program on Walled Lake.

- 4) Please attach a listing of a minimum of three references of previous work for you. For each project, provide a contact person with phone number and include the lake name, county, lake surface acreage, harvested area acreage, and plants targeted for control.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

(Printed) \_\_\_\_\_

# Exhibit B

## Location of Endwell Road End



Map Author: Brian Coburn  
 Date: 10/15/10  
 Project: Walled Lake Improvement Board  
 Version #: 1.0

**MAP INTERPRETATION NOTICE**

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



**City of Novi**  
 Engineering Division  
 Department of Public Services  
 45175 W Ten Mile Rd  
 Novi, MI 48375  
 cityofnovi.org



1 inch = 300 feet

**BID FORM**

**Walled Lake Mechanical Harvesting of Aquatic Weeds**

BID DATE: October 27<sup>th</sup>, 2011

BID TO: Walled Lake Improvement Board  
c/o City of Novi  
45175 W Ten Mile Rd  
Novi, MI 48375

BID FROM: INLAND LAKES CORP. (Company Name of Bidder)

cfba/ INLAND LAKE WEED HARVESTING CO. (Company Address)  
2585 Robindale Lane  
Bloomfield Hills, Michigan 48302  
Phone 248-673-7943

248-673-7943 (Telephone)

In compliance with your invitation for bids, Bidder hereby proposes to perform all work related to mechanical harvesting of Walled Lake, Oakland County, Michigan, in strict accordance with the contact documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the Bidder certifies that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Further, the Bidder also certifies that he/she has examined the contract documents and the location of the work described herein and is full informed as to the nature of the work and the conditions relating to its performance.

The Bidder understands that the acreages listed are approximate only and subject to either increase or decrease. The Bidder agrees that the unit prices named will be used if additions or deductions are made to the quantity of work.

All work described in the contract documents and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form.

The undersigned, having familiarized himself/herself with the instructions to Bidders and the 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 mechanical harvesting of Walled Lake in a workmanlike manner, all in accordance with the specifications at and for the following named price to wit:

Description	Quantity	Unit	Unit Price	Total Price
Mechanical Weed Harvesting (First Harvesting)	70 acres	per acre	\$ 500.-	\$ 35,000.-
Mechanical Weed Harvesting (Second Harvesting)	70 acres	per acre	\$ 500.-	\$ 35,000.-
TOTAL BID PRICE			\$ 70,000.-	

Contract extensions beyond calendar year 2012 at the unit price bid, plus three percent of the base unit price per year, are contingent upon the discretion of the Walled Lake Improvement Board.

In the interest of expediting the award of this contract, the undersigned may be required to show that he/she has performed work similar to that included under the proposed contract for which this bid is offered.

In submitting this bid, it is understood that the right is reserved by the Walled Lake Improvement Board to reject any and all bids and to waive defects in the bids.

Signed this 25<sup>th</sup> day of October, 2011.

SIGNATURE: \_\_\_\_\_

NAME AND TITLE:  
(printed)

ERIC K. GLEISNER

PRESIDENT - INLAND LAKES CORP.

END OF SECTION



**Bidder Questionnaire**

**Walled Lake Mechanical Harvesting of Aquatic Weeds**

Bidder: INLAND LAKES CORP.

1) How long have you (or the subcontractor you intend to use for the project) been in the aquatic weed harvesting business?

34 Years

2) During 2010, how many lakes in the various size categories listed below did you harvest aquatic weeds?

- 1 to 10 Acres: 0 Lakes
- 11 to 100 Acres: 3 Lakes
- 101 to 500 Acres: 12 Lakes
- Lakes > 500 Acres: 1 Lakes

3) Please attach a complete listing of staff and equipment or subcontractors, proposed to be utilized for the weed harvesting program on Walled Lake.

4) Please attach a listing of a minimum of three references of previous work for you. For each project, provide a contact person with phone number and include the lake name, county, lake surface acreage, harvested area acreage, and plants targeted for control.

Signed this 25 day of October, 20 11.

Signature: [Signature]

Name and Title: ERIC R. Gleisner

(Printed) President - Inland Lakes Corp.

BID FORM

Walled Lake Mechanical Harvesting of Aquatic Weeds

BID DATE: 10-20-11

BID TO: Walled Lake Improvement Board  
c/o City of Novi  
45175 W Ten Mile Rd  
Novi, MI 48375

BID FROM: ANG Water Technologies (Company Name of Bidder)

13953 Woerner (Company Address)

Manitou Bch.

49253

517 403 2578 (Telephone)

In compliance with your invitation for bids, Bidder hereby proposes to perform all work related to mechanical harvesting of Walled Lake, Oakland County, Michigan, in strict accordance with the contact documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the Bidder certifies that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Further, the Bidder also certifies that he/she has examined the contract documents and the location of the work described herein and is full informed as to the nature of the work and the conditions relating to its performance.

The Bidder understands that the acreages listed are approximate only and subject to either increase or decrease. The Bidder agrees that the unit prices named will be used if additions or deductions are made to the quantity of work.

All work described in the contract documents and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form.

The undersigned, having familiarized himself/herself with the instructions to Bidders and the 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 mechanical harvesting of Walled Lake in a workmanlike manner, all in accordance with the specifications at and for the following named price to wit:

Description	Quantity	Unit	Unit Price	Total Price
Mechanical Weed Harvesting (First Harvesting)	70 acres	per acre	\$ 580 <sup>00</sup>	\$ 40,600
Mechanical Weed Harvesting (Second Harvesting)	70 acres	per acre	\$ 500	<del>\$ 35,000<sup>00</sup></del>
TOTAL BID PRICE			\$	75,600

Contract extensions beyond calendar year 2012 at the unit price bid, plus three percent of the base unit price per year, are contingent upon the discretion of the Walled Lake Improvement Board.

In the interest of expediting the award of this contract, the undersigned may be required to show that he/she has performed work similar to that included under the proposed contract for which this bid is offered.

In submitting this bid, it is understood that the right is reserved by the Walled Lake Improvement Board to reject any and all bids and to waive defects in the bids.

Signed this 20 day of OCT., 20 11

SIGNATURE: *Billy*  
NAME AND TITLE: EARL Gilhouse President.  
(printed)

END OF SECTION

**BID FORM**

**Walled Lake Mechanical Harvesting of Aquatic Weeds**

BID DATE: October 25, 2011

BID TO: Walled Lake Improvement Board  
c/o City of Novi  
45175 W Ten Mile Rd  
Novi, MI 48375

BID FROM: Savin Lake Services, Inc. (Company Name of Bidder)  
3088 Hottis Road (Company Address)  
Hale, Michigan 48739  
989-728-2200 (Telephone)

In compliance with your invitation for bids, Bidder hereby proposes to perform all work related to mechanical harvesting of Walled Lake, Oakland County, Michigan, in strict accordance with the contact documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the Bidder certifies that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Further, the Bidder also certifies that he/she has examined the contract documents and the location of the work described herein and is full informed as to the nature of the work and the conditions relating to its performance.

The Bidder understands that the acreages listed are approximate only and subject to either increase or decrease. The Bidder agrees that the unit prices named will be used if additions or deductions are made to the quantity of work.

All work described in the contract documents and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form.

The undersigned, having familiarized himself/herself with the instructions to Bidders and the 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 mechanical harvesting of Walled Lake in a workmanlike manner, all in accordance with the specifications at and for the following named price to wit:

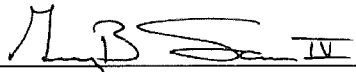
Description	Quantity	Unit	Unit Price	Total Price
Mechanical Weed Harvesting (First Harvesting)	70 acres	per acre	\$ 345.00	\$ 24,150.00
Mechanical Weed Harvesting (Second Harvesting)	70 acres	per acre	\$ 345.00	\$ 24,150.00
TOTAL BID PRICE			\$ *****	48,300.00

**Contract extensions beyond calendar year 2012 at the unit price bid, plus three percent of the base unit price per year, are contingent upon the discretion of the Walled Lake Improvement Board.**

In the interest of expediting the award of this contract, the undersigned may be required to show that he/she has performed work similar to that included under the proposed contract for which this bid is offered.

In submitting this bid, it is understood that the right is reserved by the Walled Lake Improvement Board to reject any and all bids and to waive defects in the bids.

Signed this 25th day of October, 2011.

SIGNATURE: 

NAME AND TITLE: Guy B. Savin, IV - President  
(printed)

END OF SECTION

## Bidder Questionnaire

### Walled Lake Mechanical Harvesting of Aquatic Weeds

Bidder: Savin Lake Services, Inc.

- 1) How long have you (or the subcontractor you intend to use for the project) been in the aquatic weed harvesting business?

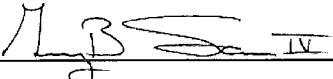
17 Years

- 2) During 2010, how many lakes in the various size categories listed below did you harvest aquatic weeds?

- 1 to 10 Acres: 8 Lakes
- 11 to 100 Acres: 6 Lakes
- 101 to 500 Acres: 7 Lakes
- Lakes > 500 Acres: 3 Lakes

- 3) Please attach a complete listing of staff and equipment or subcontractors, proposed to be utilized for the weed harvesting program on Walled Lake.
- 4) Please attach a listing of a minimum of three references of previous work for you. For each project, provide a contact person with phone number and include the lake name, county, lake surface acreage, harvested area acreage, and plants targeted for control.

Signed this 25th day of October, 2011.

Signature: 

Name and Title: Guy B. Savin, IV - President

(Printed) \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: DZ

DATE(MM/DD/YYYY)

06/06/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alpena Agency, Inc. 102 S. Third Avenue Alpena, MI 49707 David Zeller	989-354-2175	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID # <b>SAVIN-1</b>	FAX (A/C, No):
	989-354-8974	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Savin Lake Services, Inc. DBA Rustin Lake & Pond Service Guy Savin 3088 Hottis Road Hale, MI 48739	<b>INSURER A:</b> International Marine UW		<b>NAIC #</b>
	<b>INSURER B:</b> Michigan Insurance Company		10857
	<b>INSURER C:</b> Accident Fund Ins. Co.		10166
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			N5JH41102	05/02/11	05/02/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Pollution Liab						PERSONAL & ADV INJURY	\$
A	<input checked="" type="checkbox"/> Prot & Indmn			N5JH41102	05/02/11	05/02/12	GENERAL AGGREGATE	\$ 2,000,000
A	<input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			N5JH41102	05/02/11	05/02/12	PRODUCTS - COMP/OP AGG	\$ 1,000,000
B	AUTOMOBILE LIABILITY			CCA 0019492 00	05/01/11	05/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> HIRED AUTOS						\$	
B	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DEDUCTIBLE						\$	\$
	RETENTION \$						\$	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV 8006594	05/05/11	05/05/12	WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED* (Mandatory in NH)	Y/N	N/A				E L EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	\$ 500,000
							E L DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Aquatic Weed Harvesting & Algae Control**

**CERTIFICATE HOLDER****CANCELLATION**

Reference Only 1111111	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Zeller

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**SUMMARY OF BIDS  
AQUATIC HERBICIDE TREATMENTS**

**BASE BID**

<b>Description</b>	<b>Quantity (acres)</b>	<b>Aquatic Management</b>		<b>Aqua Weed</b>		<b>PLM</b>		<b>Savin</b>	
		<b>Price per acre</b>	<b>Total</b>	<b>Price per acre</b>	<b>Total</b>	<b>Price per acre</b>	<b>Total</b>	<b>Price per acre</b>	<b>Total</b>
Initial Treatment (150 lbs/acre 2,4-D Granular)	70	\$ 460.00	\$ 32,200.00	\$ 514.00	\$ 35,980.00	\$ 540.00	\$ 37,800.00	\$ 525.00	\$ 36,750.00
Initial Treatment (100 lbs/acre 2,4-D Granular)	30	\$ 455.00	\$ 13,650.00	\$ 363.00	\$ 10,890.00	\$ 360.00	\$ 10,800.00	\$ 350.00	\$ 10,500.00
Follow-up Treatment (Diquat Dibromide 2.0 gal/acre)	50	\$ 325.00	\$ 16,250.00	\$ 259.00	\$ 12,950.00	\$ 220.00	\$ 11,000.00	\$ 210.00	\$ 10,500.00
<b>TOTAL BASE BID</b>			<b>\$ 62,100.00</b>		<b>\$ 59,820.00</b>		<b>\$ 59,600.00</b>		<b>\$ 57,750.00</b>
<b>RANK</b>			<b>4</b>		<b>3</b>		<b>2</b>		<b>1</b>

**ALTERNATE BID**

<b>Description</b>	<b>Aquatic Management</b>				<b>Aqua Weed</b>			
	<b>Quantity</b>	<b>Price per acre</b>	<b>Total</b>	<b>Herbicide and App Rate</b>	<b>Quantity</b>	<b>Price per acre</b>	<b>Total</b>	<b>Herbicide and App Rate</b>
Initial Treatment	100	\$ 460.00	\$ 46,000.00	Renovate 90 lbs/acre	100	\$ 363.00	\$ 36,300.00	2,4-D 100 lbs/Acre
Follow-up Treatment	50	\$ 325.00	\$ 16,250.00	Renovate 90 lbs/acre	50	\$ 187.00	\$ 9,350.00	Diquat Dibromide 1 gal/acre
Follow-up Treatment							\$ -	
<b>TOTAL ALTERNATE BID</b>			<b>\$ 62,250.00</b>				<b>\$ 45,650.00</b>	
<b>RANK</b>			<b>3</b>				<b>1</b>	

<b>Description</b>	<b>PLM Lake &amp; Land Management</b>				<b>Savin</b>			
	<b>Quantity</b>	<b>Price per acre</b>	<b>Total</b>	<b>Herbicide and App Rate</b>	<b>Quantity</b>	<b>Price per acre</b>	<b>Total</b>	<b>Herbicide and App Rate</b>
Initial Treatment	100	\$ 340.00	\$ 34,000.00	Sculpin G (2,4-D 120 lbs/acre)	0	\$ -	\$ -	
Follow-up Treatment	25	\$ 340.00	\$ 8,500.00	Sculpin G (2,4-D 120 lbs/acre)	0	\$ -	\$ -	
Follow-up Treatment	20	\$ 190.00	\$ 3,800.00	Diquat Dibromide 1 gal/acre	0	\$ -	\$ -	
<b>TOTAL ALTERNATE BID</b>			<b>\$ 46,300.00</b>					<b>NO BID</b>
<b>RANK</b>			<b>2</b>					



**BID FORM**

**Walled Lake Aquatic Herbicide Treatments**

BID DATE: 10/24/2011

BID TO: Walled Lake Improvement Board  
c/o City of Novi  
45175 W Ten Mile Rd  
Novi, MI 48375

BID FROM: PLM Lake & Land Management (Company Name of Bidder)  
10222 Rose Blvd. (Company Address)  
Morrice MI 48857  
800-382-4434 (Telephone)

In compliance with your invitation for bids, Bidder hereby proposes to perform all work related to aquatic herbicide treatments of Walled Lake, Oakland County, Michigan, in strict accordance with the contract documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the Bidder certifies that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Further, the Bidder also certifies that he/she has examined the contract documents and the location of the work described herein and is full informed as to the nature of the work and the conditions relating to its performance.

The Bidder understands that the acreages listed are approximate only and subject to either increase or decrease. The Bidder agrees that the unit prices named will be used if additions or deductions are made to the quantity of work.

With the exception of the permit application fee and herbicide residue analysis, if required, all work described in the contract documents and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form.

The undersigned, having familiarized himself/herself with the instructions to Bidders and the 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 Walled Lake in a workmanlike manner, all in accordance with the specifications at and for the following named price to wit:

**Bidder Questionnaire  
Walled Lake  
Aquatic Herbicide Treatment Program**

Bidder: PLM Lake & Land Management

- 1) How long have you been in the aquatic herbicide treatment business?  
30<sup>+</sup> Years
- 2) During 2010, how many lakes in the various size categories listed below did you (or the subcontractor you intend to use for the project) treat with herbicides?
  - 1 to 10 Acres: 350 Lakes
  - 11 to 100 Acres: 85 Lakes
  - 101 to 500 Acres: 73 Lakes
  - Lakes > 500 Acres: 32 Lakes
- 3) Please attach a complete listing of staff and equipment or subcontractors, proposed to be utilized for the herbicide treatment program on Walled Lake.
- 4) Please attach a listing of a minimum of three references of previous work for you. For each project, provide a contact person with phone number and include the lake name, county, lake surface acreage, treatment area acreage, plants targeted for control, herbicides applied, and Michigan Department of Natural Resources and Environment permit number.

Signed this 24<sup>th</sup> day of October, 2011.

Signature: Steve Hanson

Name and Title: Steve Hanson, Regional Manager

(Printed) \_\_\_\_\_

Description	Estimated Quantity	Unit	Unit Price	Total Price
Aquatic Herbicide Treatment – Initial Treatment (150 lbs/acre 2,4-D granular)	70 acres	per acre	\$ 540. <sup>00</sup>	\$ 37,800
Aquatic Herbicide Treatment – Initial Treatment (100 lbs/acre, 2,4-D granular)	30 acres	per acre	\$ 360. <sup>00</sup>	\$ 10,800
Aquatic Herbicide Treatment – Follow-up Treatment (Diquat Dibromide 2.0 gal/acre)	50 acres	per acre	\$ 220. <sup>00</sup>	\$ 11,000
TOTAL BASE BID PRICE			\$ 59,600. <sup>00</sup>	

The Contractor may provide an alternate treatment schedule that will be reviewed at the sole discretion of the Lake Board:

Description	Estimated Quantity	Unit	Unit Price	Total Price
Aquatic Herbicide Treatment – Initial Treatment	<u>100</u> acres	per acre	\$ 340. <sup>00</sup>	\$ 34,000
Aquatic Herbicide Treatment – Initial Treatment	___ acres	per acre	\$ ___	\$ ___
Aquatic Herbicide Treatment – Follow-up Treatment	___ acres	per acre	\$ ___	\$ ___
Aquatic Herbicide Treatment – Follow-up Treatment	<u>25</u> acres	per acre	\$ 340. <sup>00</sup>	\$ 8500. <sup>00</sup>
Aquatic Herbicide Treatment – Follow-up Treatment	<u>20</u> acres	per acre	\$ 190. <sup>00</sup>	\$ 3800. <sup>00</sup>
TOTAL ALTERNATE BID PRICE			\$ 46,300. <sup>00</sup>	

The Bidder proposes the use of the following aquatic herbicides per the schedule below for the alternate bid for this project:

Aquatic Herbicide Name	Application Rate (circle appropriate units per area)	Area of Treatment (acres)
Sculpin G (2,4-D)	120 lbs/acre gal/acre <del>(lbs/acre)</del>	100 Initial 25 Follow up
Diquat D. bromide	1 gal/acre gal/acre lbs/acre	20 Follow up?
	gal/acre lbs/acre	
	gal/acre lbs/acre	
	gal/acre lbs/acre	



# Professional Qualifications/Employees - Michigan

## Educational Background/Experience

**Jason Broekstra**, *Vice President of Michigan Operations*, has over 16 years experience in aquatic plant management. Jason has a Bachelor of Science degree in Biology from Grand Valley State University and is certified as a Pesticide Applicator in aquatics and right of ways. Jason is the current Past-President of the Midwest Aquatic Plant Management Society (MAPMS).

**Jaimee Conroy**, *Western Lakes Manager*, has over 11 years experience in aquatic plant management. Jaimee earned a Bachelor of Science degree in Environmental Studies from Michigan State University and is certified as a Pesticide Applicator.

**Bre Grabill**, *Northern Lake Manager*, has over 8 years experience in aquatic plant management. Bre holds a Bachelor of Science degree in Environmental Science from Michigan State University and is certified as a Pesticide Applicator.

**Steve Hanson**, *Eastern Lake Manager/Fisheries Division Manager*, earned a Bachelor of Science degree in Fisheries and Wildlife and a Master's degree in Fisheries from Michigan State University. Steve is a certified Pesticide Applicator in aquatics and right of ways with over 12 years of aquatic plant management experience. Steve is currently serving as the Editor of the Midwest Aquatic Plant Management Society (MAPMS).

**Andy Tomaszewski**, *Southern Lake Manager*, has over 9 years of experience in aquatic plant management. Andy holds a Bachelor of Science degree in Natural Resources and Environment from the University of Michigan and is certified as a Pesticide Applicator.

**Jacob Ware**, *Pond & Fountain Manager*, has over 9 years of experience in aquatic plant management and aeration. Jacob holds a Bachelor of Arts degree in Economics with a Cognate in Business from Michigan State University and is certified as a Pesticide Applicator.

**Jeff Tolan**, *Pesticide Applicator*, has over 14 years experience in aquatic plant management. Jeff is certified as a Pesticide Applicator.

**Stephanie Mervau**, *Pesticide Applicator*, has over 12 years experience in aquatic plant management. Stephanie is a certified as a Pesticide Applicator.

**Nate Karsten**, *Pesticide Applicator (Aquatic, Forestry and Right of Ways)*, has over 8 years experience in aquatic plant management. Nate holds a Bachelor of Science degree in Biology from Grand Valley State University and is a certified Pesticide Applicator.

**Dustin Grabill**, *Pesticide Applicator (Aquatic, Forestry and Right of Ways)* has over 8 years experience in aquatic plant management, terrestrial plant management and is a certified Pesticide Applicator.

**Lucas Slagel**, *Pesticide Applicator (Aquatic, Forestry and Right of Ways)*, has over 5 years experience in aquatic plant management and is a certified Pesticide Applicator.

**Jim Echtenaw**, *Harvesting Manager*, has over 12 years experience in aquatic plant management and harvesting. Jim has a Master's Degree in Group Science and an almost completed Ph.D. from Grand Valley State University.

**Jacob Hunt**, *Pesticide Applicator*, has over 5 years experience in aquatic plant management. Jacob is certified as a Pesticide Applicator.

## PLM Lake & Land Management Employee Breakdown (Nation wide)

<u>Highest level of Education or training</u>	<u>Number</u>
Graduate degree in Biology or Engineering:	3
Bachelor's degree in Biology or related field:	13
Associate's degree in Biology or Business:	5
Some College	8
Other	5
<hr/>	
Total	32
Pesticide Applicator Trainer	1
Certified pesticide applicator	24
Certified pesticide application technician	5



## Lake References

Based on management that took place during the 2010 season.

	<u>~Treatment Area</u>	<u>Plants</u>	<u>Herbicides</u>	<u>Permit #</u>
Jordan Lake, Barry County, 430 acres	50 acres	Curly/natives	Aquathol K	0069
John Bush, Ionia County Drain Comm.	96 acres	Algae	Algaecides	
100 W Main Street	1 acres	Duckweed	Reward	
Ionia, MI. 48846	30 acres	EWM	Reward	
616-527-5373				
Bass Lake, Kent County, 184 acres	184acres	EWM	Sonar A.S	0355
Tom Ledger, President of Association	30 acres	Algae	Algaecides	
16773 Lake Shore Drive				
Grawn, MI 49326				
616-984-2094				
Long Lake, Clare County, 210 acres	210 acres	EWM	Sonar A.S	0305
Roger Betot, Board Member	29 acres	Algae	Algaecides	
272 N. Long Lake Rd.				
Harrison, MI 48625				
989-539-1849				
Gun Lake, 2680 acres	30 acres	EWM	Renovate OTF	0205
Barry & Allegan Counties	40 acres	EWM	2,4-D	
Jim Riehl, Association President	35 acres	EWM	Reward	
4722 Cascade Lane	48 acres	Algae	Algaecides	
Delton, MI 49046	10 acres	Natives	Reward	
269-217-3514	34 acres	Starrystonewort	Algaecides	
	3 acres	Starrystonewort	GreenClean Pro	
Algonquin Lake, 240 acres	240 acres	EWM	Sonar A.S	0354
Patrick Sharpe	54 acres	Algae	Algaecides	
2290 Ottawa Trail	54 acres	Starrystonewort	Algaecides	
Hastings, MI. 49058				
Baldwin Lake, 71 acres	5.5 acres	EWM	Renovate OTF	0042
Don Gibbs	12.5 acres	Curlyleaf	Aquathol K	
1120 S. Edgwood	12.5 acres	Algae	Algaecides	
Greenville, MI 48838	9 acres	Natives	Reward	
616-745-5688				



## Technical Equipment - Michigan

**Boats and Application Equipment:** 7 Airboats (16-18 Ft), 3 (19Ft) Carolina Skiffs, 1 (21Ft) Carolina Skiff, 5 (14Ft) Carolina Skiffs.

All boats are equipped with Honda 5Hp pump systems for surface or subsurface applications of aqueous herbicide formulations. The airboats and larger skiffs are also equipped with spreader mounts and electrical connections for granular herbicide applications.

We have 12 boat mount spreaders for granular herbicide applications, such as 2, 4-D/OTF, and several backpack and hand held herbicide sprayers for smaller applications. All boats and equipment older than five years have had upgrades and rebuilding as necessary. Trailers are inspected on an annual basis.

**GPS and Injections Metering Systems:** 2 GPS injection-metering systems for liquid application and/or granular products. 3 combination depth/GPS units. 6 Differential mapping Global Positioning (dGPS) receivers

**Trucks:** 20 4x4 trucks ranging from ¾ to 1 ton with enclosed truck beds for on site herbicide storage. Years of trucks range from 2000 thru 2011. Trucks are MDOT approved on an annual basis.

Spill kits containing supplies to soak up, contain and remove herbicides are in all vehicles. Eye wash safety kits are available on site at all times. Material Safety Data Sheets of every chemical are stored within all vehicles that transport herbicides.

**Aquatic Plant Harvesters:** 3 Aquarius Harvesters

Mechanical harvesters use biodegradable hydraulic fluid that is environmentally safe if a spill occurred. Any other spill would be addressed based on the standards set by the Michigan Department of Agriculture. Harvesters are sprayed with a solution of Virkon as well as a cleaned with a high pressure spray system at the conclusion of each job.

### Land Based Equipment:

1 Ranger 6 x 6, equipped with a meter 50 gallons spray system

1 ATV equipped with 20 gallon spray system

2 Back of Truck 50 gallon spray systems

4 Solo backpack sprayers

8 Handheld 1/2 to 2 gallon spray units

Wick sticks and swiping mitts

### Field Survey Equipment:

6 Differential mapping Global Positioning (dGPS) receivers

2 Eagle combination Depth/ Global Positioning (GPS) units

3 YSI multiparameter water quality meters

1 Hydrolab multiparameter water quality meter

Water and sediment sampling equipment

**Laboratory Equipment:** Compound microscope and wet chemistry laboratory capabilities.

**Mapping/CAD capabilities:** Auto Cad 2000 LT software, Design CAD software, planimeter.

**Safety Equipment:** All applicators are equipped with, and required to wear, personal protective equipment, including chemical suits, gloves and goggles. First aid kits and eye wash kits are kept on-site at all times. A minimum of two U.S. Coast Guard approved floatation devices (Kent) and one fire extinguisher is present on each boat.

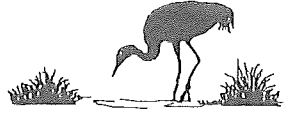
**BID FORM**

**Walled Lake Aquatic Herbicide Treatments**

BID DATE: October 18<sup>th</sup>, 2011

BID TO: Walled Lake Improvement Board  
c/o City of Novi  
45175 W Ten Mile Rd  
Novi, MI 48375

BID FROM: **Aqua-Weed Control, Inc.** (Company Name of Bidder)  
414 Hadley St. • Holly, MI 48442 (Company Address)  
(248) 634-8388 • Fax (248) 634-8870  
www.aquaweed.com



(Telephone)

In compliance with your invitation for bids, Bidder hereby proposes to perform all work related to aquatic herbicide treatments of Walled Lake, Oakland County, Michigan, in strict accordance with the contact documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the Bidder certifies that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Further, the Bidder also certifies that he/she has examined the contract documents and the location of the work described herein and is full informed as to the nature of the work and the conditions relating to its performance.

The Bidder understands that the acreages listed are approximate only and subject to either increase or decrease. The Bidder agrees that the unit prices named will be used if additions or deductions are made to the quantity of work.

With the exception of the permit application fee and herbicide residue analysis, if required, all work described in the contract documents and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form.

The undersigned, having familiarized himself/herself with the instructions to Bidders and the 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 Walled Lake in a workmanlike manner, all in accordance with the specifications at and for the following named price to wit:



Contract extensions beyond calendar year 2012 at the unit price bid, plus three percent of the base unit price per year, are contingent upon the discretion of the Walled Lake Improvement Board.

In the interest of expediting the award of this contract, the undersigned may be required to show that he/she has performed work similar to that included under the proposed contract for which this bid is offered.

In submitting this bid, it is understood that the right is reserved by the Walled Lake Improvement Board to reject any and all bids and to waive defects in the bids.

Signed this 18<sup>th</sup> day of October, 2011.

SIGNATURE:



NAME AND TITLE: S. Zubinski General Manager  
(printed)

END OF SECTION

Description	Estimated Quantity	Unit	Unit Price	Total Price
Aquatic Herbicide Treatment – Initial Treatment (150 lbs/acre 2,4-D granular)	70 acres	per acre	\$ 514	\$ 35,980.
Aquatic Herbicide Treatment – Initial Treatment (100 lbs/acre, 2,4-D granular)	30 acres	per acre	\$ 363	\$ 10,890
Aquatic Herbicide Treatment – Follow-up Treatment (Diquat Dibromide 2.0 gal/acre)	50 acres	per acre	\$ 259	\$ 12,950
TOTAL BASE BID PRICE			\$	59,820.

The Contractor may provide an alternate treatment schedule that will be reviewed at the sole discretion of the Lake Board:

Description	Estimated Quantity	Unit	Unit Price	Total Price
Aquatic Herbicide Treatment – Initial Treatment 100 lbs/Acre 2,4-D	100 acres	per acre	\$ 363	\$ 36,300
Aquatic Herbicide Treatment – Initial Treatment	___ acres	per acre	\$	\$
Aquatic Herbicide Treatment – Follow-up Treatment Diquat Dibromide 1 gal/acre	50 acres	per acre	\$ 187	\$ 9,350
Aquatic Herbicide Treatment – Follow-up Treatment	___ acres	per acre	\$	\$
Aquatic Herbicide Treatment – Follow-up Treatment	___ acres	per acre	\$	\$
TOTAL ALTERNATE BID PRICE			\$	45,650

The Bidder proposes the use of the following aquatic herbicides per the schedule below for the alternate bid for this project:

Aquatic Herbicide Name	Application Rate (circle appropriate units per area)	Area of Treatment (acres)
	gal/acre lbs/acre	
	gal/acre lbs/acre	
	gal/acre lbs/acre	
	gal/acre lbs/acre	
	gal/acre lbs/acre	

# Aqua-Weed Control, Inc.

414 Hadley St. • Holly, MI 48442  
(248) 634-8388 • Fax (248) 634-8870  
www.aquaweed.com

naire  
ment Program

Bidder: \_\_\_\_\_



- 1) How long have you been in the aquatic herbicide treatment business?  
36 Years
- 2) During 2010, how many lakes in the various size categories listed below did you (or the subcontractor you intend to use for the project) treat with herbicides?
  - 1 to 10 Acres: 109 Lakes
  - 11 to 100 Acres: 58 Lakes
  - 101 to 500 Acres: 24 Lakes
  - Lakes > 500 Acres: 9 Lakes
- 3) Please attach a complete listing of staff and equipment or subcontractors, proposed to be utilized for the herbicide treatment program on Walled Lake.
- 4) Please attach a listing of a minimum of three references of previous work for you. For each project, provide a contact person with phone number and include the lake name, county, lake surface acreage, treatment area acreage, plants targeted for control, herbicides applied, and Michigan Department of Natural Resources and Environment permit number.

Signed this 18<sup>th</sup> day of October, 20 11.

Signature: \_\_\_\_\_

Name and Title: S. Zulinski General Manager

(Printed) \_\_\_\_\_

## **Aqua-Weed Control Inc.** **Company Resume**

*Aqua-Weed Control Inc.* is a family owned business that specializes in aquatic weed and algae control in lakes, ponds, canals and marinas throughout Michigan since 1975. *Aqua-Weed Control Inc.* is also one of the largest retailers in Michigan of aquatic products to the lake and pond residing “do-it-yourselfer”.

*Aqua-Weed Control Inc.* employs 20 certified commercial applicators, licensed by the Michigan Department of Agriculture. When the need calls for chemical control of nuisance aquatic weeds and algae *Aqua-Weed Control Inc.* has the trained staff!

*Aqua-Weed Control Inc.* services many large lakes and hundreds of ponds and small lakes throughout southeastern and mid Michigan. *Aqua-Weed Control Inc.* typically files over 300 permits applications with the MDEQ each year...about 15% of all permits filed for in the whole state!

*Aqua-Weed Control Inc.* employs eleven chemical spray boats of various sizes, four dedicated granular product spreading boats, and a fleet of ten vehicles to serve any conceivable customer need. *Aqua-Weed Control Inc.* employs a fully equipped maintenance vehicle for quick reaction to mechanical breakdowns in the field.

Each lake spray boat is equipped with safety equipment as required by the US Coast Guard.

At *Aqua-Weed Control Inc.* safety is a top priority, both for our customers and our employees. All of our chemical applicator employees must pass two MDA tests to become certified by the State. Each vehicle in our fleet is equipped with a first aid kit, first response spill clean up kit, fire suppression equipment, and other safety equipment. In addition, the American Red Cross certifies several of our employees in first response CPR.

*Aqua-Weed Control Inc.* is a member of the following organizations:

- Michigan Aquatic Mangers Association (current President)
- Midwest Aquatic Plant Managers Association (current President Elect)
- Michigan Lakes and Streams Association
- Aquatic Plant Management Society
- Michigan Better Business Bureau
- Michigan Chamber of Commerce
- Aquatic Eco Restoration Foundation (AERF)
- Responsible Industry for a Sound Environment (RISE)
- Michigan Boating Industries Association
- Michigan Association of County Drain Commissioners

For additional information please visit our web site at [www.aquaweed.com](http://www.aquaweed.com)

Detailed reference list as requested  
for Walled Lake bid.  
2011

**Woodland Lake (290 S/A), Livingston County #10-98-0278**

Anita Grapentien  
3148 Hideaway Beach Drive  
Brighton, MI 48116  
810-229-7894

*Products used:* 2,4-D, Reward, Aquathol-K, Renovate, Copper sulfate, Hydrothol-191 (L) (G),  
Chelated copper herbicides, Chelated copper algaecides.

*Target Plants:* Milfoils, Pondweeds, Lillys, surface algae, Macro Algae, eel grass, coontail,  
Naiads.

**Duck Lake (253 S/A), Oakland County #10-98-0229**

Dan Horvath  
3488 Ramada Drive  
Highland, MI 48356  
248-887-2135

*Products used:* 2,4-D, Reward, Aquathol-K, Renovate, Copper sulfate, Hydrothol-191 (L) (G),  
Chelated copper herbicides, Chelated copper algaecides.

*Target Plants:* Milfoils, Pondweeds, Lillys, surface algae, Macro Algae, eel grass, Naiads.

**Brendel/Neva Lakes (82 S/A), Oakland County #10-98-1397 & 1395**

Andy Kozicki  
726 Bonita Dr.  
White Lake, MI 48383  
248-887-2873

*Products used:* 2,4-D, Reward, Aquathol-K, Renovate, Copper sulfate, Hydrothol-191 (L) (G),  
Chelated copper herbicides, Chelated copper algaecides.

*Target Plants:* Milfoils, Pondweeds, Lillys, surface algae, Macro algae, eel grass, coontail.

BID FORM

Walled Lake Aquatic Herbicide Treatments

BID DATE: 10/27/11

BID TO: Walled Lake Improvement Board  
c/o City of Novi  
45175 W Ten Mile Rd  
Novi, MI 48375

BID FROM: Aquatic Mgt. Ser. (Company Name of Bidder)  
701 S. Lake Dr. (Company Address)  
Novi, MI 48377  
248-669-3494 (Telephone)

In compliance with your invitation for bids, Bidder hereby proposes to perform all work related to aquatic herbicide treatments of Walled Lake, Oakland County, Michigan, in strict accordance with the contact documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the Bidder certifies that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Further, the Bidder also certifies that he/she has examined the contract documents and the location of the work described herein and is full informed as to the nature of the work and the conditions relating to its performance.

The Bidder understands that the acreages listed are approximate only and subject to either increase or decrease. The Bidder agrees that the unit prices named will be used if additions or deductions are made to the quantity of work.

With the exception of the permit application fee and herbicide residue analysis, if required, all work described in the contract documents and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form.

The undersigned, having familiarized himself/herself with the instructions to Bidders and the 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 Walled Lake in a workmanlike manner, all in accordance with the specifications at and for the following named price to wit:

Description	Estimated Quantity	Unit	Unit Price	Total Price
Aquatic Herbicide Treatment – Initial Treatment (150 lbs/acre 2,4-D granular)	70 acres	per acre	\$ 460 <sup>-</sup>	\$ 32200 <sup>-</sup>
Aquatic Herbicide Treatment – Initial Treatment (100 lbs/acre, 2,4-D granular)	30 acres	per acre	\$ 455 <sup>-</sup>	\$ 13650 <sup>-</sup>
Aquatic Herbicide Treatment – Follow-up Treatment (Diquat Dibromide 2.0 gal/acre)	50 acres	per acre	\$ 325 <sup>-</sup>	\$ 16250 <sup>-</sup>
TOTAL BASE BID PRICE			\$ 62100 <sup>-</sup>	

The Contractor may provide an alternate treatment schedule that will be reviewed at the sole discretion of the Lake Board:

Description	Estimated Quantity	Unit	Unit Price	Total Price
Aquatic Herbicide Treatment – Initial Treatment	100 acres	per acre	\$ 460 <sup>-</sup>	\$ 46000 <sup>-</sup>
Aquatic Herbicide Treatment – Initial Treatment	___ acres	per acre	\$	\$
Aquatic Herbicide Treatment – Follow-up Treatment	50 acres	per acre	\$ 325 <sup>-</sup>	\$ 16250 <sup>-</sup>
Aquatic Herbicide Treatment – Follow-up Treatment	___ acres	per acre	\$	\$
Aquatic Herbicide Treatment – Follow-up Treatment	___ acres	per acre	\$	\$
TOTAL ALTERNATE BID PRICE			\$ 62250 <sup>-</sup>	

The Bidder proposes the use of the following aquatic herbicides per the schedule below for the alternate bid for this project:

Aquatic Herbicide Name	Application Rate (circle appropriate units per area)	Area of Treatment (acres)
<i>Rennate</i>	90 <sup>#</sup> gal/acre lbs/acre	100 <sup>-</sup>
	gal/acre lbs/acre	
	gal/acre lbs/acre	
	gal/acre lbs/acre	
	gal/acre lbs/acre	

**Bidder Questionnaire  
Walled Lake  
Aquatic Herbicide Treatment Program**

Bidder: AMS, INC.

1) How long have you been in the aquatic herbicide treatment business?

27 Years

2) During 2010, how many lakes in the various size categories listed below did you (or the subcontractor you intend to use for the project) treat with herbicides?

- 1 to 10 Acres: 4 Lakes
- 11 to 100 Acres: — Lakes
- 101 to 500 Acres: — Lakes
- Lakes > 500 Acres: — Lakes

3) Please attach a complete listing of staff and equipment or subcontractors, proposed to be utilized for the herbicide treatment program on Walled Lake.

4) Please attach a listing of a minimum of three references of previous work for you. For each project, provide a contact person with phone number and include the lake name, county, lake surface acreage, treatment area acreage, plants targeted for control, herbicides applied, and Michigan Department of Natural Resources and Environment permit number.

Signed this 27 day of October, 2011.

Signature: William Kraus

Name and Title: William Kraus

(Printed) PRESIDENT



Contract extensions beyond calendar year 2012 at the unit price bid, plus three percent of the base unit price per year, are contingent upon the discretion of the Walled Lake Improvement Board.

In the interest of expediting the award of this contract, the undersigned may be required to show that he/she has performed work similar to that included under the proposed contract for which this bid is offered.

In submitting this bid, it is understood that the right is reserved by the Walled Lake Improvement Board to reject any and all bids and to waive defects in the bids.

Signed this 27<sup>TH</sup> day of October, 2011.

SIGNATURE: William Kraus

NAME AND TITLE: William Kraus  
(printed) PRESIDENT A.M. INC.

END OF SECTION

*Some of our clients:*

Algonac Harbor Club  
William Coughlin  
(810) 794-4448

Bayview Yacht Club  
Mark Steffke  
(313) 822-1853

Keans Marina  
Tony Braffain  
(313) 822-4500

Venice Shores  
Howard Barch  
(810) 465-7011

Avon On The Lake  
Don Rezeppu  
(810) 778-0123

Rio Vista Canal  
Larry Green  
(810) 779-8136

MacRay Harbor  
Bill McMachen  
(810) 468-0890

Bayview / Lakecrest Canals  
Hank VanBaak  
(810) 775-1812

Harbor Club North & South  
Chuck LaBelle  
(810) 469-2628

Shore Club  
Janet Vandenbussche  
(810) 775-3280

Belle Maer Marina  
Marc Howard / Eric Foster  
(810) 465-4534

Liberty/Clairwood/Doremus  
Bob Burns  
(810) 776-4210

City of Grosse Pointe  
Tom Kressback  
(313) 885-5800

Pointe Rosa Canals  
Del Kulka  
(810) 463-7246

Village of Grosse Pointe Shores  
Mike Kenyen  
(313) 881-6565

City of Grosse Pointe Park  
Terry Soloman  
(313) 822-2812

Grosse Pointe Yacht Club  
Jack Sullivan  
(313) 884-2500

Harbor Hill Marina  
Michelle Morris  
(313) 331-6880

Ford Yacht Club  
Jarred Louys  
(313) 676-9110

*All staff are Certified Applicators  
Boats - 19' Palau Crafts  
Tompson Electric Spreaders  
Honda 5 H. Pumps.*

*Brighton Lake : 158 A*

*Terry Melburn 810-229-6150*

*Eliza Lake : 80 A*

*Jeff Plonshi 248-821-3670*

*Walled Lake : 690 A*

*Barb Allen - Harbor Cove  
248-669-9397*

**BID FORM**

**Walled Lake Aquatic Herbicide Treatments**

BID DATE: Savin Lake Services, Inc

BID TO: Walled Lake Improvement Board  
c/o City of Novi  
45175 W Ten Mile Rd  
Novi, MI 48375

BID FROM: 3088 Hottis Road (Company Name of Bidder)

Hale, Michigan 48739 (Company Address)

\_\_\_\_\_

989-728-2200 (Telephone)

In compliance with your invitation for bids, Bidder hereby proposes to perform all work related to aquatic herbicide treatments of Walled Lake, Oakland County, Michigan, in strict accordance with the contract documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the Bidder certifies that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Further, the Bidder also certifies that he/she has examined the contract documents and the location of the work described herein and is full informed as to the nature of the work and the conditions relating to its performance.

The Bidder understands that the acreages listed are approximate only and subject to either increase or decrease. The Bidder agrees that the unit prices named will be used if additions or deductions are made to the quantity of work.

With the exception of the permit application fee and herbicide residue analysis, if required, all work described in the contract documents and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form.

The undersigned, having familiarized himself/herself with the instructions to Bidders and the 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 Walled Lake in a workmanlike manner, all in accordance with the specifications at and for the following named price to wit:

Description	Estimated Quantity	Unit	Unit Price	Total Price
Aquatic Herbicide Treatment – Initial Treatment (150 lbs/acre 2,4-D granular)	70 acres	per acre	\$ 525.00	\$ 36,750.00
Aquatic Herbicide Treatment— Initial Treatment (100 lbs/acre, 2,4-D granular)	30 acres	per acre	\$ 350.00	\$ 10,500.00
Aquatic Herbicide Treatment – Follow-up Treatment (Diquat Dibromide 2.0 gal/acre)	50 acres	per acre	\$ 210.00	\$ 10,500.00
TOTAL BASE BID PRICE			\$ *****	57,750.00

The Contractor may provide an alternate treatment schedule that will be reviewed at the sole discretion of the Lake Board:

Description	Estimated Quantity	Unit	Unit Price	Total Price
Aquatic Herbicide Treatment – Initial Treatment	___ acres	per acre	\$	\$
Aquatic Herbicide Treatment – Initial Treatment	___ acres	per acre	\$	\$
Aquatic Herbicide Treatment – Follow-up Treatment	___ acres	per acre	\$	\$
Aquatic Herbicide Treatment – Follow-up Treatment	___ acres	per acre	\$	\$
Aquatic Herbicide Treatment – Follow-up Treatment	___ acres	per acre	\$	\$
TOTAL ALTERNATE BID PRICE			\$	

The Bidder proposes the use of the following aquatic herbicides per the schedule below for the alternate bid for this project:

Aquatic Herbicide Name	Application Rate (circle appropriate units per area)	Area of Treatment (acres)
	gal/acre lbs/acre	
	gal/acre lbs/acre	
	gal/acre lbs/acre	
	gal/acre lbs/acre	
	gal/acre lbs/acre	

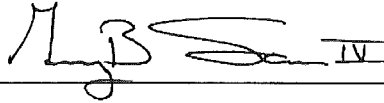
**Contract extensions beyond calendar year 2012 at the unit price bid, plus three percent of the base unit price per year, are contingent upon the discretion of the Walled Lake Improvement Board.**

In the interest of expediting the award of this contract, the undersigned may be required to show that he/she has performed work similar to that included under the proposed contract for which this bid is offered.

In submitting this bid, it is understood that the right is reserved by the Walled Lake Improvement Board to reject any and all bids and to waive defects in the bids.

Signed this 25th day of October, 2011.

SIGNATURE:



NAME AND TITLE:  
(printed)

Guy B. Savin, IV - President

END OF SECTION

**Bidder Questionnaire  
Walled Lake  
Aquatic Herbicide Treatment Program**

Bidder: Savin Lake Services, Inc.

1) How long have you been in the aquatic herbicide treatment business?

17 Years

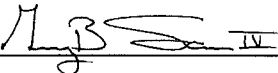
2) During 2010, how many lakes in the various size categories listed below did you (or the subcontractor you intend to use for the project) treat with herbicides?

- 1 to 10 Acres: 120 Lakes
- 11 to 100 Acres: 28 Lakes
- 101 to 500 Acres: 22 Lakes
- Lakes > 500 Acres: 9 Lakes

3) Please attach a complete listing of staff and equipment or subcontractors, proposed to be utilized for the herbicide treatment program on Walled Lake.

4) Please attach a listing of a minimum of three references of previous work for you. For each project, provide a contact person with phone number and include the lake name, county, lake surface acreage, treatment area acreage, plants targeted for control, herbicides applied, and Michigan Department of Natural Resources and Environment permit number.

Signed this 25th day of October, 2011.

Signature: 

Name and Title: Guy B. Savin, IV - President

(Printed) \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: DZ

DATE(MM/DD/YYYY)

06/06/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alpena Agency, Inc. 102 S. Third Avenue Alpena, MI 49707 David Zeller	989-354-2175	CONTACT NAME:	
	989-354-8974	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	SAVIN-1
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Savin Lake Services, Inc. DBA Rustin Lake & Pond Service Guy Savin 3088 Hottis Road Hale, MI 48739	INSURER A: International Marine UW		
	INSURER B: Michigan Insurance Company		10857
	INSURER C: Accident Fund Ins. Co.		10166
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			N5JH41102	05/02/11	05/02/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Pollution Liab						PERSONAL & ADV INJURY	\$
A	<input checked="" type="checkbox"/> Prot & Indmn			N5JH41102	05/02/11	05/02/12	GENERAL AGGREGATE	\$ 2,000,000
A	<input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			N5JH41102	05/02/11	05/02/12	PRODUCTS - COM/OP AGG	\$ 1,000,000
B	AUTOMOBILE LIABILITY			CCA 0019492 00	05/01/11	05/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> HIRED AUTOS						\$	
B	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DEDUCTIBLE						\$	\$
	RETENTION \$						\$	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV 8006594	05/05/11	05/05/12	WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E L EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	\$ 500,000
							E L DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Aquatic Weed Harvesting & Algae Control

CERTIFICATE HOLDER	CANCELLATION
Reference Only	1111111
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Zeller

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**WALLED LAKE IMPROVEMENT BOARD  
PROPOSED 2012 BUDGET  
November 9, 2011**

<i>Description</i>	<i>Proposed Annual Budget</i>	<i>Notes</i>
<u>Income</u>		
City of Novi Assessments	\$ 60,931	
City of Walled Lake Assessments	\$ 36,695	
Appropriation from 2011	\$ 31,200	
<b>TOTAL INCOME</b>	<b>\$ 128,827</b>	
<u>Expenses</u>		
Herbicide Treatment		To be determined
Mechanical Weed Harvesting		To be determined
Lake Management Consultant		To be determined
Permit Fee	\$ 1,500	
Administrative & Legal	\$ 3,027	
<b>TOTAL EXPENSES</b>	<b>\$ 4,527</b>	
 <i>Remaining to be Allocated</i>	 <b>\$ 124,300</b>	