

# **AGENDA**

## **WALLED LAKE LAKE IMPROVEMENT BOARD MEETING**

**April 17, 2012  
3:30 PM**

**Novi Civic Center  
45175 W Ten Mile Road  
Novi, Michigan**

- I. Call Meeting to Order
- II. Roll Call
- III. Public Comment
- IV. Approval of Minutes of November 9, 2012
- V. Treasurer's Report
- VI. 2012 Treatment Program
- VII. Public Comment
- VIII. Other Business
- IX. Adjournment

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

WALLED LAKE  
LAKE IMPROVEMENT BOARD MEETING *DRAFT* MINUTES  
November 9, 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 November 9, 2011. The meeting was called to order by Dave Galloway, Chairman, at 7:05 p.m.

Present: 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

Absent: William Burke, City of Walled Lake

Chairman Galloway opened the meeting and then asked for Public Comment. There were no members of the public that spoke.

**Moved by Coburn, Supported by Weipert; CARRIED UNANIMOUSLY: To approve the Minutes of September 28, 2011 meeting.**

Secretary-Treasurer Coburn presented the Treasurer's Report for the third quarter of 2011 and for the fourth quarter to date as of November 3, 2011. Coburn reminded the board that at the November 18, 2010 meeting, the Board authorized the Treasurer to pay bills on behalf of the Board up to the budgeted amounts. The year to date costs for Administrative and Legal are at the budgeted amount, therefore Coburn requested approval of the latest attorney invoice and a budget amendment to reduce the budget for Mechanical Harvesting and to increase the budget for Administrative and Legal to pay invoices for the rest of 2011. Coburn stated there would be \$31,200 not allocated for 2011 that would be available for 2012.

**Moved by Coburn, Supported by Weipert; CARRIED UNANIMOUSLY: To approve payment to Secrest Wardle for attorney fees in the amount of \$768.**

**Moved by Coburn, Supported by Warren; CARRIED UNANIMOUSLY: To approve a budget amendment for the approved 2011 budget to reduce the line for Mechanical Harvesting by \$34,200 to reflect the actual work performed to date and to increase Administrative and Legal line by \$3,000 for anticipated legal invoices for the remainder of 2011.**

Coburn provided an overview of the discussion at the September 28, 2011 meeting regarding a request from Roger Curtis to reevaluate the assessment on parcel 22-03-204-007. Coburn provided an email from the Novi City Assessor which clarified that the inclusion of this parcel on the assessment roll was a clerical error and that it should be removed. Mr. Curtis addressed the board and requested that the board act on his request and explained that the parcel is mostly an easement for a private road and is not on the lake.

**Moved by Weipert, Supported by Warren; CARRIED UNANIMOUSLY: To fix the clerical error described by the Novi Assessor and remove parcel 22-03-204-007 from the lake board assessment roll and to refund the amount that has been paid to date for the lake board assessment on said parcel.**

Galloway noted that six proposals were received in response to the request for proposals for a lake management consultant. He opened the floor to hear from firms that submitted proposals. Guy Savin, Savin Lake Services, addressed the board regarding his proposal. Galloway, citing budgetary constraints, suggested that the board consider not making an award for lake management consultant until 2013. There was a brief discussion by the Board. Warren clarified that Galloway as the riparian representative was requesting that the Board not hire a lake management consultant. Galloway said that he is comfortable managing the program again in 2012. The Board members present agreed not to award a lake management contract for 2012.

Galloway noted that the Board received three bids for mechanical harvesting and opened the floor to any contractors submitting a bid. Guy Savin, Savin Lake Services, explained that his company was not proud of their performance with harvesting on Walled Lake in 2011 and provided the board with a one page document that outlined several changes that would be made in 2012 if awarded the contract. Savin offered self-imposed penalties in the amount of \$500 per day for each day that the first or second harvesting project exceeds 14 calendar days in duration.

Coburn noted that Savin is the low bidder, but was concerned their performance in 2011. Coburn asked Savin if he would agree to add the self-imposed penalty language to the contract. Savin indicated that it would be acceptable. Galloway noted that he is comfortable with the steps that are outlined by Savin to improve performance in 2012.

**Moved by Warren, Supported by Coburn; CARRIED UNANIMOUSLY: To award the mechanical harvesting contract to Savin Lake Services, the low bidder, at the unit prices in the bid, for a total of \$48,300, pending contract negotiations with the contractor and to authorize the Board officers to execute a contract.**

Galloway stated that four bids were received for herbicide treatments and opened the floor to contractors that submitted bids. Representatives from Savin Lake Services and Aqua-Weed addressed the board regarding his approach.

Warren asked about the alternate versus base bid. Coburn responded that the base bid reflects the board discussion at the last meeting regarding application rates while the alternate bid provides only areas and allowed the contractor to pick the herbicide and application rates. There was discussion with the contractors regarding the application rates.

**Moved by Coburn, Supported by Weipert; CARRIED UNANIMOUSLY: To award the herbicide bid to Savin Lake Services at the unit prices contained in the bid for a total of \$57,750 and to authorize the Board officers to execute a contract.**

There was a discussion about the 2012 budget based on the previous awards. Mark Roberts explained to the Board that there was at least one pending Tax Tribunal case that will require attorney work that should be reflected in the budget. Coburn explained that with the removal of parcel -007 approved earlier there would be approximately \$128,635 in income including the \$31,200 that was not used in 2011. He further explained that with the previous awards for mechanical harvesting and herbicide treatments, and an estimated permit fee of \$1500 and estimated administrative and legal amount of \$3,000, there would be \$17,000 unallocated for 2012. The board discussed creating a line for contingency. Roberts noted that a maximum of 15% of assessments can be held in contingency per section 30927(2). Coburn noted that 15% of assessments is approximately \$14,600. The Board agreed to increase the administrative and legal line item for potential attorney fees for tax tribunal cases to the remaining amount.

**Moved by Coburn, Supported by Warren; CARRIED UNANIMOUSLY: To approve the 2012 budget as discussed by the Board that includes \$128,635 in income and expenses.**

**Moved by Coburn, Supported by Weipert; CARRIED UNANIMOUSLY: To authorize the Treasurer to pay bills on behalf of the Board up to the amounts authorized in the approved budget.**

Galloway opened the floor for public comment. There were no members of the public that spoke.

There was a discussion about the next meeting. The Board agreed to meet in the spring after April 1. There Board discussed meeting in the afternoon since the night meetings were intended to accommodate public comment, which has been minimal at the last two meetings. No meeting date was set. Coburn will coordinate setting the next meeting date.

**ADJOURNMENT:** There being no further business to come before the Lake Board, the meeting was adjourned at 8:14 p.m.

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Brian Coburn, Secretary-Treasurer

**WALLED LAKE IMPROVEMENT BOARD  
 QUARTERLY TREASURER'S REPORT  
 March 31, 2012**

<b>BALANCE ON HAND: 12/31/11 \$37,781.78</b>
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<b>INCOME</b>	<u>Quarter</u>	<u>YTD</u>	<u>Budget</u>	<u>Variance</u>	<u>Notes</u>
2012 Assessments (City of Novi)	\$ 59,880.53	\$ <b>59,880.53</b>	\$ 60,739.37	(\$858.84)	1
2012 Assessments (City of Walled Lake)	\$ 36,695.30	\$ <b>36,695.30</b>	\$ 36,695.30	(\$0.00)	2
<b>TOTAL INCOME</b>	<b>\$ 96,575.83</b>	<b>\$ 96,575.83</b>	<b>\$97,434.67</b>	<b>(\$858.84)</b>	
<b>EXPENSES (see detail below)</b>					
Herbicide Treatment	\$ -	\$ -	\$ 57,750.00	\$ 57,750.00	
Mechanical Weed Harvesting	\$ -	\$ -	\$ 48,300.00	\$ 48,300.00	
Lake Management Consultant	\$ -	\$ -	\$ -	\$ -	
Permit Fee	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	
Administrative & Legal	\$ 1,342.33	\$ 1,342.33	\$ 6,485.00	\$ 5,142.67	
<b>TOTAL EXPENSES</b>	<b>\$ 1,342.33</b>	<b>\$ 1,342.33</b>	<b>\$ 114,035.00</b>	<b>\$ 112,692.67</b>	

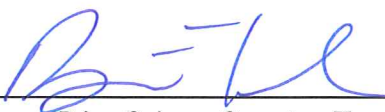
<b>BALANCE ON HAND: 03/31/12 \$133,015.28</b>
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**Notes**

- 1 Novi payment includes assessments paid to date to Novi
- 2 Walled Lake has paid the 2012 assessment in full

**EXPENSE DETAIL FOR Q1-2012**

<u>Description</u>	<u>Invoice No.</u>	<u>Vendor</u>	<u>Amount</u>
Legal Services through December 31, 2011	1220022	Secret Wardle	\$ 653.33
Legal Services through January 31, 2012	1221600	Secret Wardle	\$ 689.00

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

**WALLED LAKE IMPROVEMENT BOARD  
 QUARTERLY TREASURER'S REPORT  
 December 31, 2011**

<b>BALANCE ON HAND:</b>	<b>09/30/11</b>	<b>\$36,870.71</b>
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<b>INCOME</b>	<u>Quarter</u>	<u>YTD*</u>	<u>Amended Budget</u>	<u>Remaining</u>
City of Novi Contribution	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -
Assessments (City of Novi)**	\$ 2,343.90	\$ 65,326.43	\$ 61,027.55	\$ (4,298.88)
Assessment Refunds****	\$ (288.18)	\$ (288.18)	\$ -	\$ 288.18
Assessments (City of Walled Lake)	\$ -	\$ 36,693.18	\$ 36,695.30	\$ 2.12
<b>TOTAL INCOME</b>	<b>\$ 2,055.72</b>	<b>\$ 131,731.43</b>	<b>\$ 127,722.85</b>	<b>\$ (4,008.58)</b>

<b>EXPENSES</b>	<u>Quarter</u>	<u>YTD*</u>	<u>Amended Budget</u>	<u>Remaining</u>
Herbicide Treatment	\$ -	\$ 13,515.00	\$ 13,515.00	\$ -
Mechanical Weed Harvesting	\$ -	\$ 34,200.00	\$ 34,200.00	\$ -
Engineering Services	\$ -	\$ 16,865.00	\$ 16,865.00	\$ -
Permit Fee	\$ -	\$ 800.00	\$ 800.00	\$ -
Administrative & Legal	\$ 1,144.65	\$ 28,570.01	\$ 31,143.00	\$ 2,572.99
<b>TOTAL EXPENSES</b>	<b>\$ 1,144.65</b>	<b>\$ 93,950.01</b>	<b>\$ 96,523.00</b>	<b>\$ 2,572.99</b>

<b>BALANCE ON HAND:</b>	<b>12/31/11</b>	<b>\$37,781.78</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. 22-03-326-002, 11/9/11 minutes for 22-03-204-007)

**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
Refund for 50-22-03-204-007 (see 11/9/11 minutes)			\$ 192.12
Legal Services through 9/30/11	1216822	Secrest Wardle	\$ 768.00
Legal Services through 11/30/11	1219013	Secrest Wardle	\$ 376.65
			<b>\$ 1,432.83</b>

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

## CONTRACT

### Walled Lake Aquatic Herbicide Treatments

THIS AGREEMENT, made and entered into this 3<sup>RD</sup> day of JANUARY,  
2012, by and between the Walled Lake Improvement Board, hereinafter called the  
"Board," and Savin Lake Services, Inc, 3088 Hottis Road, Hale, MI 48739,  
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 October 25, 2011

\$57,750

Payments shall be made upon satisfactory completion of the aquatic herbicide treatments and based on a review of the payment submittal forms and a visual inspection by the Board, in current funds at the unit prices stated 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: David Galloway  
(Signature)

Name: DAVID GALLOWAY  
(Printed)

Title: CHAIR PERSON

By: Brian Coburn  
(Signature)

Name: BRIAN COBURN  
(Printed)

Title: SECRETARY / TREASURER

**CONTRACTOR:**

By: Guy Savin  
(Signature)

Name: GUY SAVIN  
(Printed)

Title: PRESIDENT

**WITNESS:**

Ann Cadwell  
(Signature)

Name: Ann Cadwell  
(Printed)



**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	

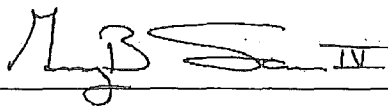
Contract extensions beyond calendar year 2012 at the unit price bid, plus three percent of the base unit price per year, are contingent upon the discretion of the Walled Lake Improvement Board.

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

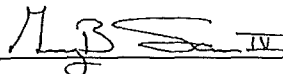
END OF SECTION

**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) \_\_\_\_\_

## INVITATION FOR BIDS

### Walled Lake Aquatic Herbicide Treatments

The Walled Lake Improvement Board will receive sealed bids for a project consisting of aquatic plant herbicide treatments 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 Aquatic Herbicide Treatments

#### **Definitions**

"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 100 acres is targeted for aquatic weed control using herbicide.

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.

The bidder shall be certified for aquatic pest management and hold a commercial applicator license from the Michigan Department of Agriculture in accordance with Part 83 of Act 451 of 1994, as amended.

**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 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 AQUATIC HERBICIDE TREATMENT 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



## SPECIFICATIONS

### Walled Lake Aquatic Herbicide Treatments

1. Pursuant to the provisions of Part 33, Aquatic Nuisance Control, of PA 451 of 1994 (the Natural Resources and Environmental Protection Act), as amended, the Contractor must obtain a permit from the Michigan Department of Natural Resources and Environment (MDNRE) prior to applying herbicides to Walled Lake. With the exception of the application fee, the Contractor shall be responsible for all other costs associated with acquiring approvals and permits from the MDNRE. The application for permit must be submitted to the MDNRE prior to January 15, 2012. A copy of said permit application shall be provided to the Board with 5 days of submittal to MDNRE. When received from MDNRE, contractor shall provide a copy of said permit, in its entirety, to the Board prior to initiating the herbicide treatment program. Upon receipt of permit copy, the Board will reimburse application fee to the contractor.
2. Contractor shall provide notice (email, telephone, fax are acceptable) to the Secretary of the Lake Board a minimum of 48 hours prior to any application.
3. Approximately 100 acres of Walled Lake contain nuisance weed growth that is targeted for control using aquatic herbicide. 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.
4. The initial herbicide application shall be conducted in the time period between May 10 and May 25, 2012, or as otherwise directed by the Board. A follow-up application shall be conducted within 30 days of the initial application to treat areas in which adequate die-back of targeted plants did not occur. The Board's representative must be present during any application of fluridone. The Board may modify the actual timing of herbicide treatments from the above requirements if found appropriate based upon the type and distribution of plants in the lake and MDNRE permit conditions. Herbicide applications shall be timed such that no swimming or fishing restrictions are in effect during legal holidays or weekends. The Contractor shall not apply herbicides to Walled Lake, under contract with any entity other than Walled Lake Improvement Board, without explicit authorization from the Walled Lake Improvement board, unless Contractor has obtained a separate permit from MDNRE.
5. The predominant aquatic nuisance plant found in Walled Lake has been Eurasian milfoil.
6. The Contractor shall not apply herbicides to undeveloped shoreline areas or wetlands without explicit authorization from the Board.
7. The Contractor shall not apply herbicides to visible fish spawning beds.
8. The Contractor shall comply with the permit conditions in the MDNRE permit.
9. All herbicides applied to Walled Lake must be approved by the MDNRE and shall be handled, stored, and applied in a manner consistent with state regulations and

manufacturer's instructions. The Contractor is responsible for all postings and notifications required by the MDNRE permit conditions.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: DT  
DATE (MM/DD/YYYY)  
**12/20/11**

**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  989-354-8974	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: <b>SAVIN-1</b>														
<b>INSURED</b> <b>Savin Lake Services, Inc.</b> DBA Rustin Lake & Pond Service Guy Savin 3088 Hottis Road Hale, MI 48739		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A: International Marine UW</b></td> <td></td> </tr> <tr> <td><b>INSURER B: Michigan Insurance Company</b></td> <td style="text-align: center;"><b>10857</b></td> </tr> <tr> <td><b>INSURER C: Accident Fund Ins. Co.</b></td> <td style="text-align: center;"><b>10166</b></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A: International Marine UW</b>		<b>INSURER B: Michigan Insurance Company</b>	<b>10857</b>	<b>INSURER C: Accident Fund Ins. Co.</b>	<b>10166</b>	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>																
<b>INSURER F:</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	X		N5JH41102	05/02/11	05/02/12	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
A	<input checked="" type="checkbox"/> Pollution Liab			N5JH41102	05/02/11	05/02/12	MED EXP (Any one person) \$ <b>5,000</b>
A	<input checked="" type="checkbox"/> Prot & Indmn			N5JH41102	05/02/11	05/02/12	PERSONAL & ADV INJURY \$
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ <b>2,000,000</b>
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b>
B	AUTOMOBILE LIABILITY	X		CCA 0019492 00	05/01/11	05/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" 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 <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						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)	<input type="checkbox"/> Y / <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ <b>500,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  <div style="text-align: center;"><b>WALLED1</b></div> Walled Lake Improvement Brd 45175 W Ten Mile Novi, MI 48375	<b>CANCELLATION</b>  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 <b>David Zeller</b>
--	---

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY <b>Alpena Agency Inc.</b>		NAMED INSURED <b>Savin Lake Services Inc</b>	
POLICY NUMBER <b>See Attached</b>		EFFECTIVE DATE:	
CARRIER <b>See Attached</b>	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

The certificate holder - Walled Lake Improvement Board, the City of Novi, the City of Walled Lake, their officers, agents, servants, volunteers and employees are additional insureds as their interest may appear.

The general liability coverage includes a provision for the application of aquatic herbicides to inland lakes.

## CONTRACT

### Walled Lake Mechanical Harvesting of Aquatic Weeds

THIS AGREEMENT, made and entered into this 3<sup>RD</sup> day of JANUARY,  
2012, by and between the Walled Lake Improvement Board, hereinafter called the  
"Board," and Savin Lake Services, Inc, 3088 Hottis Road, Hale, MI 48739,  
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.
4. The Contractor shall forfeit \$500 per day as penalty for each day that the first or second harvesting exceeds 14 calendar days in duration.

IN CONSIDERATION WHEREOF, said Board promises and agrees to pay to said Contractor the sum provided in the attached bid, dated October 25, 2011

\$48,300

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: David Galloway  
(Signature)

Name: DAVID GALLOWAY  
(Printed)

Title: CHAIRMAN

By: Brian Coburn  
(Signature)

Name: BRIAN COBURN  
(Printed)

Title: SECRETARY / TREASURER

CONTRACTOR:

By: Guy Savin  
(Signature)

Name: GUY SAVIN  
(Printed)

Title: PRESIDENT

WITNESS:

Ann Cadwell  
(Signature)

Name: Ann Cadwell  
(Printed)

**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

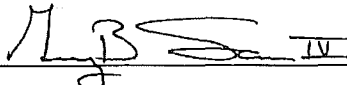
**Contract extensions beyond calendar year 2012 at the unit price bid, plus three percent of the base unit price per year, are contingent upon the discretion of the Walled Lake Improvement Board.**

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:  
(printed)

Guy B. Savin, IV - President

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

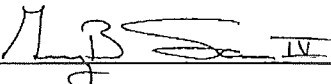
2) During 2010, how many lakes in the various size categories listed below did you harvest aquatic weeds?

- 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) \_\_\_\_\_

## 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

## 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.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: DT

DATE(MM/DD/YYYY)

12/20/11

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

**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	X		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	\$
	<input checked="" type="checkbox"/> Prot & Indmn						GENERAL AGGREGATE	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 1,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY	X		CCA 0019492 00	05/01/11	05/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" 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)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS		\$						
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WCV 8006594	05/05/11	05/05/12	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						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)

**CERTIFICATE HOLDER**

**WALLED1**

**Walled Lake Improvement Brd**  
 45175 W Ten Mile  
 Novi, MI 48375

**CANCELLATION**

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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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY <b>Alpena Agency Inc.</b>		NAMED INSURED <b>Savin Lake Services Inc</b>	
POLICY NUMBER <b>See Attached</b>		EFFECTIVE DATE:	
CARRIER <b>See Attached</b>	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

The certificate holder - Walled Lake Improvement Board, the City of Novi, the City of Walled Lake, their officers, agents, servants, volunteers and employees are additional insureds as their interest may appear.

The general liability coverage includes a provision for the application of aquatic herbicides to inland lakes.