

AGENDA

WALLED LAKE LAKE IMPROVEMENT BOARD MEETING

November 18, 2010
7:00 PM

Please note the
new location



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 30, 2010 meeting
- V. Presentation of Meeting Notice as posted
- VI. Approve Payment of Bills
- VII. Discussion of Bids Received for Mechanical Harvesting
- VIII. Discussion of Bids Received for Aquatic Herbicide Application
- IX. Discussion of Lake Board 2011 Budget
- X. Public Comment
- XI. Other Business
 - A. County Commission Representative Vacancy
 - B. Future Meetings
- XII. Adjournment

Please visit www.cityofnovi.org/lakeboard for additional information

WALLED LAKE
LAKE IMPROVEMENT BOARD MEETING *DRAFT* MINUTES
September 30, 2010

The meeting of the Lake Improvement Board for Walled Lake was held at the Novi Civic Center at 45175 W. 10 Mile Road on September 30, 2010. 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

Also

Present: Mark Roberts, Attorney, Secrest Wardle
Rebecca McMenamain, Enviro Science representative
Eric Gleisner, Inland lakes Weed Harvesting Co. representative

Chairman Galloway stated that there would be two presentations at the meeting; one from Enviro Science and one from Inland Lakes Weed Harvesting.

At Public Comment, the following residents spoke in opposition to the use of chemicals in the lake, the need for weed control in the lake and/or against the Lake Board: Sandra Carolan, Steve Loe, Larry Kern, Dave Love, and Paul Weindorf. The following residents spoke in favor of moving forward with the project: Linda Rourk, Alan DeZell and Judy Rae.

Rebecca McMenamain, Enviro Science representative, provided a presentation to the board regarding the use of weevils to control weeds and the experience with other lakes. Eric Gleisner, Inland lakes Weed Harvesting Company, spoke of the procedures for harvesting the weeds. The Board asked several questions of the presenters and a brief discussion followed.

Moved by Coburn, Supported by Burke; CARRIED UNANIMOUSLY: To approve the Minutes of August 19, 2010.

Secretary-Treasurer Coburn presented bills for payment: Secrest Wardle (Invoice No. 1204119) in the amount of \$696.00.

Moved by Coburn, Supported by Burke; CARRIED UNANIMOUSLY: To approve payment of Bills.

A brief discussion by the Board followed regarding treatment alternatives. The Board agreed to proceed with the recommendations of the engineering study, which included chemical treatment of 30 acres and mechanical harvesting of 120 acres of the 650 acre lake. In the discussion, Board members expressed concern about the uncertainty of the effectiveness of the biological treatment, the length of time it would take for biological treatment to show results, costs which could vary depending on the effectiveness, the need for longer grass at the shore or piled leaves for the weevils to survive the winter and that no other lake board in Oakland County was using weevils as a control measure. There was discussion of possibly incorporating an area into the 2012 program as a pilot study to determine if it would work in Walled Lake as a long-term

treatment. It was agreed that, since property owners would begin to pay for the assessment on the winter tax bill and that changing treatment plans would take additional time and cost to study, moving forward with the recommended plan was the best option.

Moved by Warren; supported by Coburn; CARRIED UNANIMOUSLY: To authorize Mr. Coburn to advertise the bid package for weed control pursuant to the recommendations in the engineering study and to authorize Mr. Coburn to open and summarize the bids in advance of the next scheduled meeting.

At the last public comment, the following residents spoke against the Lake Board moving forward: Steve Loe, John Owsinek, Dennis Yezbick, Larry Kern, Sandra Carolan and Paul Weindorf. David Hultgren spoke in favor of moving forward to treat the lake.

Moved by Coburn; supported by Warren; CARRIED UNANIMOUSLY: To schedule a meeting of the Lake Board for November 18, 2010, at 7:00 p.m.

ADJOURNMENT: There being no further business to come before the Lake Board, the meeting was adjourned at 8:57 p.m.

Brian Coburn, Secretary-Treasurer

No. L-10-65

**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 Thursday, November 18, 2010 at 7:00 p.m.
at the Novi Police Training Center
45125 W. 10 Mile Road, Novi, MI 48375

Posted: 10/7/2010
11:00 a.m.

Brian Coburn

SECRET
SW
WARDLE

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

AGENDA ITEM VI

IRS # 38-1863919

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

October 11, 2010
Invoice # 1205059
Client No. M1104
Matter No. 091331

RE: Walled Lake Improvement Board

INTERIM

Services Rendered: CLAIM #

CURRENT BILLING SUMMARY THROUGH SEPTEMBER 30, 2010

Fees for Professional Services	\$456.00
Expenses Advanced	\$11.50
CURRENT BILL DUE	\$467.50

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

ORIGINAL DRAFTS ARE BEING KEPT FOR YOUR RECORDS AND RETURNED TO YOU BY MAIL

SECRET, WARDLE, LYNCH, HAMPTON
TRUEX AND MORLEY

Counselors at Law
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
(248) 851-9500

Re: 91331 M1104
bcoburn@cityofnovi.org

Secret Wardle is going green! Effective 1/1/2011, our firm is transitioning to electronic mailing for all of our client invoices and monthly statements. We have experienced great feedback and client satisfaction for the clients chosen in our pilot program. Not only does this program conserve resources, but our clients receive their invoices more efficiently and timely.

Please confirm that the email address on this correspondence is current. If incorrect or unknown, please contact Doreen Lati via the contact information at the end of this message so that we may update our system accordingly.

Thank you for your assistance in implementing this new process. Moving forward, I am confident you will find this to be more efficient and time saving.

Sincerely,

Rose VanMaldeghem
Controller
Secret Wardle

CONTACT INFORMATION FOR DOREEN LATI:

Phone: 248-851-9500, extension 2390;
Email Address: dlati@secretwardle.com



Save a tree

DATE	TKPR	DESCRIPTION	HOURS
09/13/10	MSR	Receipt and review e-mail correspondence from B. Coburn re: EnviroScience, Inc.'s offer to make weevil presentation to Lake Board	0.20
09/13/10	MSR	Telephone conference(s) with B. Coburn re: 9/30/10 meeting and weevil presentation by EnviroScience, Inc.	0.20
09/17/10	MSR	Receipt and review of email with attached documents from B. Coburn regarding draft agenda for the September 30, 2010 meeting and send response	0.20
09/30/10	MSR	Receipt and review agenda packet; prepare for Lake Board meeting	0.40
09/30/10	MSR	Attend Lake Board meeting	2.80

HOURLY CHARGES:

INIT.	TIMEKEEPER	RATE	HOURS	BILLED
MSR	MARK S ROBERTS, Associate	\$120.00	3.80	\$456.00

TOTAL HOURLY CHARGES: \$456.00

EXPENSES ADVANCED:

08/19/10 ATTORNEY MILEAGE - Vendor: Mark S Roberts (23.00 x 0.50) 11.50

EXPENSE SUMMARY:

ATTORNEY MILEAGE \$11.50
 TOTAL EXPENSES ADVANCED \$11.50
TOTAL CURRENT BILL \$467.50

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

IRS # 38-1863919

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

October 11, 2010
Invoice # 1205059
Client No. M1104
Matter No. 091331

RE: Walled Lake Improvement Board

INTERIM

Services Rendered: CLAIM #

CURRENT BILLING SUMMARY THROUGH SEPTEMBER 30, 2010

Fees for Professional Services	\$456.00
Expenses Advanced	\$11.50
CURRENT BILL DUE	\$467.50

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

REMITTANCE COPY

PLEASE INCLUDE THIS PAGE WITH YOUR PAYMENT

OUTSTANDING STATEMENTS AS OF October 11, 2010

Statement No: 1204119	9/9/2010	\$696.00
	TOTAL	\$696.00

**WALLED LAKE IMPROVEMENT BOARD
EXPENDITURES TO DATE
as of 11/12/10**

<u>Approval Date</u>	<u>Description</u>	<u>Inv No.</u>	<u>Vendor</u>	<u>Amount</u>
09/23/2009	Legal Services through 5/31/09	1190502	Secrest Wardle	\$ 696.00
09/23/2009	Legal Services through 6/30/09	1191901	Secrest Wardle	\$ 588.65
09/23/2009	Legal Services through 8/31/09	1193552	Secrest Wardle	\$ 204.00
09/23/2009	Progress Payment for Engineering Study	0057727	Spalding DeDecker	\$ 12,892.00
11/05/2009	Legal Services through 9/30/09	1194483	Secrest Wardle	\$ 636.65
11/05/2009	Public Hearing Notice 10/14/09	s1795710	Spinal Column Newsweekly	\$ 143.75
11/05/2009	Public Hearing Notice 10/21/09	s1797070	Spinal Column Newsweekly	\$ 143.75
03/25/2010	Legal Services through 10/31/09	1195368	Secrest Wardle	\$ 876.00
03/25/2010	Legal Services through 11/30/09	1196397	Secrest Wardle	\$ 888.00
03/25/2010	Legal Services through 12/31/09	1196918	Secrest Wardle	\$ 2,776.30
03/25/2010	Legal Services through 1/31/10	1197953	Secrest Wardle	\$ 2,432.43
03/25/2010	Final Payment for Engineering Study	0058404	Spalding DeDecker	\$ 3,223.00
03/25/2010	Public Hearing Notice 10/15/09	3430943	Observer & Eccentric	\$ 170.30
03/25/2010	Public Hearing Notice 10/22/09	3730943	Observer & Eccentric	\$ 170.30
03/25/2010	Notice of Resolution Published	S1800040	Spinal Column Newsweekly	\$ 35.94
03/25/2010	Public Hearing Notice 03/10/10	S1812640	Spinal Column Newsweekly	\$ 227.62
03/25/2010	Notice of Resolution Published	3432469	Observer & Eccentric	\$ 78.60
05/20/2010	March 2010 Postage for Public Hearing Notice		City of Novi	\$ 320.76
05/20/2010	May 2010 Postage for Public Hearing Notice		City of Novi	\$ 236.72
05/20/2010	Legal Services through 2/28/10	1198609	Secrest Wardle	\$ 840.00
05/20/2010	Legal Services through 3/31/10	1199449	Secrest Wardle	\$ 1,667.00
05/20/2010	Legal Services through 4/30/10	1200500	Secrest Wardle	\$ 2,424.00
05/20/2010	Public Hearing Notice 3/17/10	S1813180	Spinal Column Newsweekly	\$ 227.62
05/20/2010	Public Hearing Notice 5/5/10	S1821300	Spinal Column Newsweekly	\$ 227.62
05/20/2010	Public Hearing Notice 5/12/10	s1821660	Spinal Column Newsweekly	\$ 227.62
06/17/2010	June 2010 Postage for Public Hearing Notice			\$ 245.08
06/17/2010	Public Hearing Notice 6/2/10	S1824170	Spinal Column Newsweekly	\$ 149.75
06/17/2010	Public Hearing Notice	3438175	Observer & Eccentric	\$ 471.60
06/17/2010	Legal Services through 5/31/10	1201096	Secrest Wardle	\$ 2,579.00
06/17/2010	Envelopes for Public Hearing Notices	3228	Allied Media	\$ 239.49
08/19/2010	Public Hearing Notice 6/3/10	3444001	Observer & Eccentric	\$ 235.80
08/19/2010	Public Hearing Notice 6/17/10	3444001	Observer & Eccentric	\$ 235.80
08/19/2010	Notice of Adoption 6/24/10	3444001	Observer & Eccentric	\$ 78.60
08/19/2010	Public Hearing Notice 5/6/10	3442049	Observer & Eccentric	\$ 222.70
08/19/2010	Public Hearing Notice 5/13/10	3442049	Observer & Eccentric	\$ 222.70
08/19/2010	Public Hearing Notice 6/9/10	s1824740	Spinal Column Newsweekly	\$ 149.75
08/19/2010	Notice of Adoption 6/23/10	s1826500	Spinal Column Newsweekly	\$ 35.94
08/19/2010	Legal Services through 6/30/10	1202298	Secrest Wardle	\$ 1,967.00
08/19/2010	Legal Services through 7/31/10	1203113	Secrest Wardle	\$ 828.00
08/19/2010	Engineering Services for Presentation		Spalding DeDecker	\$ 750.00
09/30/2010	Legal Services through 08/31/10	1204119	Secrest Wardle	\$ 696.00

Total Expenditures Approved as of November 12, 2010

\$ 41,461.84

Invoices for approval on 11/18/10 agenda

Legal Services through 09/30/10	1205059	Secrest Wardle	\$ 467.50
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Total Expenditures for Approval as of November 12, 2010

\$ 467.50

Grand Total

\$ 41,929.34

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 November 9, 2010. 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 120 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)	120 acres	per acre	\$	\$
Mechanical Weed Harvesting (Second Harvesting)	120 acres	per acre	\$	\$
TOTAL BID PRICE			\$	

Contract extensions beyond calendar year 2011 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 120 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. Five days written notice shall be given by the Lake Board prior to starting the first cut by the Contractor 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 and Environment (MNDRE) shall apply at all times.
9. Notwithstanding any other provision of these bid documents, the Lake Board, at its sole discretion, reserves the right to limit the work to be performed to one (1) cutting only. If, after an anticipated 3 to 8 week period, the Lake Board agrees to eliminate the second cutting, it shall provide notice to the contractor at least five (5) days prior to the schedule time for the second cutting. If the Lake Board elects to eliminate the second cutting then the Contractor shall not be paid any sums for the second cutting as detailed in the bid documents.

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 A
INSURANCE REQUIREMENTS**

As referenced in the Instructions to Bidders the contractor shall not commence work, nor shall he allow any subcontractor to commence work under this contract until all insurance requirements in this section have been met.

1. Workers' Compensation

- | | |
|--------------------------|-----------------------------------|
| a. State: | Statutory |
| b. Employer's Liability: | \$100,000 Each accident |
| | \$500,000 Disease – Policy Limit |
| | \$100,000 Disease – Each Employee |

2. Contractor's General Liability which shall included completed operations and product liability coverage and eliminate any exclusion with respect to property under the care, custody and control of Contractor:

- | | |
|---|-------------|
| a. General Aggregate | \$1,000,000 |
| b. Each Occurrence
(Bodily Injury and Property Damage) | \$1,000,000 |
| c. Contractual liability coverage shall be included | |

3. Automobile Liability (including hired and non-owned vehicles):

- | | |
|---------------------------|-------------|
| a. Bodily Injury: | |
| Each Person | \$1,000,000 |
| Each Accident | \$1,000,000 |
| b. Property Damage: | |
| Each Accident | \$1,000,000 |
| c. Combined Single Limit: | |
| Each Accident | \$1,000,000 |

4. Additional named insured shall include the Walled Lake Improvement Board, the City of Novi, the City of Walled Lake, their officers, agents, servants, volunteers, and employees.

5. For aquatic herbicide treatment contracts, the general liability insurance certificate must include a provision which states the insurance covers the application of aquatic herbicides to inland lake.

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 TAB: **Walled Lake Mechanical Harvesting**

JOB NO.:

DATE PREPARED: 11/09/2010

**AGENDA ITEM VII
SUMMARY OF
BIDS**

OWNER:

ENGINEER:

PHONE:

PHONE:

ITEM NO.		UNIT	QTY	Estimate		Savin Lake Services		Inland Lakes	
				UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT
1	Mechanical Harvesting (First Harvesting)	ACRE	120	\$325.00	\$39,000.00	\$285.00	\$34,200.00	\$650.00	\$78,000.00
2	Mechanical Harvesting (Second Harvesting)	ACRE	120	\$325.00	\$39,000.00	\$285.00	\$34,200.00	\$650.00	\$78,000.00
TOTAL					\$78,000.00		\$68,400.00		\$156,000.00

I HEREBY CERTIFY THAT THE ABOVE IS THE TRUE
AND CORRECT SUMMARY OF THE PROPOSALS RECEIVED

BRIAN COBURN, SECRETARY-TREASURER

INVITATION FOR BIDS

**AGENDA ITEM VIII
BID DOCUMENT**

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 November 9, 2010. 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 30 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

BID FORM

Walled Lake Aquatic Herbicide Treatments

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 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	30 acres	per acre	\$	\$
Aquatic Herbicide Treatment – Follow-up Treatment	15 acres	per acre	\$	\$
TOTAL BID PRICE			\$	

The Bidder proposes the use of the following aquatic herbicides per the schedule below 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 2011 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 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, 2011. 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. Approximately 30 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.
3. The initial herbicide application shall be conducted in the time period between May 10 and May 25, 2011. 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.
4. The predominant aquatic nuisance plant found in Walled Lake has been Eurasian milfoil.
5. The Contractor shall not apply herbicides to undeveloped shoreline areas or wetlands without explicit authorization from the Board.
6. The Contractor shall not apply herbicides to visible fish spawning beds.
7. The Contractor shall comply with the permit conditions in the MDNRE permit.
8. 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.

CONTRACT

Walled Lake Aquatic Herbicide Treatments

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 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 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
Aquatic Herbicide Treatment Program**

Bidder: _____

- 1) How long have you been in the aquatic herbicide treatment business?
_____ 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: _____ 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 _____ day of _____, 20_____.

Signature: _____

Name and Title: _____

(Printed) _____

**EXHIBIT A
INSURANCE REQUIREMENTS**

As referenced in the Instructions to Bidders the contractor shall not commence work, nor shall he allow any subcontractor to commence work under this contract until all insurance requirements in this section have been met.

1. Workers' Compensation

- | | |
|--------------------------|-----------------------------------|
| a. State: | Statutory |
| b. Employer's Liability: | \$100,000 Each accident |
| | \$500,000 Disease – Policy Limit |
| | \$100,000 Disease – Each Employee |

2. Contractor's General Liability which shall included completed operations and product liability coverage and eliminate any exclusion with respect to property under the care, custody and control of Contractor:

- | | |
|---|-------------|
| a. General Aggregate | \$1,000,000 |
| b. Each Occurrence
(Bodily Injury and Property Damage) | \$1,000,000 |
| c. Contractual liability coverage shall be included | |

3. Automobile Liability (including hired and non-owned vehicles):

- | | |
|---------------------------|-------------|
| a. Bodily Injury: | |
| Each Person | \$1,000,000 |
| Each Accident | \$1,000,000 |
| b. Property Damage: | |
| Each Accident | \$1,000,000 |
| c. Combined Single Limit: | |
| Each Accident | \$1,000,000 |

4. Additional named insured shall include the Walled Lake Improvement Board, the City of Novi, the City of Walled Lake, their officers, agents, servants, volunteers, and employees.

5. For aquatic herbicide treatment contracts, the general liability insurance certificate must include a provision which states the insurance covers the application of aquatic herbicides to inland lake.

BID TAB: **Walled Lake Aquatic Herbicide Treatments**

JOB NO.:

**AGENDA ITEM VIII
BID SUMMARY**

DATE PREPARED: 11/09/2010

OWNER: WALLED LAKE IMPROVEMENT BOARD
45175 W. TEN MILE RD.
NOVI, MI 48375
PHONE: (248) 735-5632

ENGINEER:

PHONE:

ITEM NO.		UNIT	QTY	Estimate		Aquatic Management		Lake Pro Inc		Aquatic Technologies	
				UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT
1	Aquatic Herbicide Treatment -- Initial Treatment	ACRE	30	\$375.00	\$11,250.00	\$275.00	\$8,250.00	\$348.00	\$10,440.00	\$475.00	\$14,250.00
2	Aquatic Herbicide Treatment -- Follow-up Treatment	ACRE	15	\$375.00	\$5,625.00	\$275.00	\$4,125.00	\$205.00	\$3,075.00	\$250.00	\$3,750.00
TOTAL				\$16,875.00		\$12,375.00		\$13,515.00		\$18,000.00	

*did not provide references or license number

ITEM NO.		UNIT	QTY	Aqua Weed		Savin Lake Services, Inc.		Blue Water Aquatics		Niswander Environmental	
				UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT
1	Aquatic Herbicide Treatment -- Initial Treatment	ACRE	30	\$401.00	\$12,030.00	\$525.00	\$15,750.00	\$450.00	\$13,500.00	\$800.00	\$24,000.00
2	Aquatic Herbicide Treatment -- Follow-up Treatment	ACRE	15	\$401.00	\$6,015.00	\$210.00	\$3,150.00	\$400.00	\$6,000.00	\$800.00	\$12,000.00
TOTAL				\$18,045.00		\$18,900.00		\$19,500.00		\$36,000.00	

I HEREBY CERTIFY THAT THE ABOVE IS THE TRUE
AND CORRECT SUMMARY OF THE PROPOSALS RECEIVED

BRIAN COBURN, SECRETARY-TREASURER

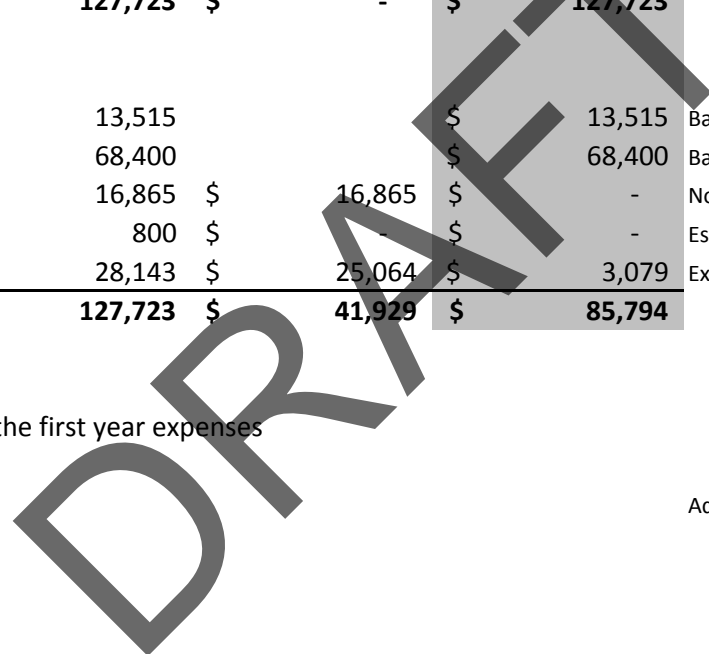
**WALLED LAKE IMPROVEMENT BOARD
BUDGET TO ACTUAL REPORT FOR YEAR 2011
November 12, 2010**

<u>Description</u>	<u>Annual Budget</u>	<u>Actual to Date</u>	<u>Remaining</u>	<u>Notes</u>
<u>Revenue</u>				
Property Assessments	\$ 97,723	\$ -	\$ 97,723	Assessment Roll (to be collected on Winter Tax Bill)
City of Novi Contribution	\$ 30,000	\$ -	\$ 30,000	One time payment for the entire 5 year project
TOTAL REVENUE	\$ 127,723	\$ -	\$ 127,723	
<u>Expenses</u>				
Herbicide Treatment	\$ 13,515		\$ 13,515	Based on low bid
Mechanical Weed Harvesting	\$ 68,400		\$ 68,400	Based on low bid
Engineering Services	\$ 16,865	\$ 16,865	\$ -	No additional engineering is anticipated
Permit Fee	\$ 800	\$ -	\$ -	Estimated MDNRE Permit Fee
Administrative & Legal	\$ 28,143	\$ 25,064	\$ 3,079	Excludes any Tax Tribunal Challenges
TOTAL EXPENSES	\$ 127,723	\$ 41,929	\$ 85,794	

Notes:

- Budget for 2011 includes 2010 as part of the first year expenses
- See Ledger report for detailed expenses

Aquatic Management Services



Coburn, Brian

CORRESPONDENCE

From: Coburn, Brian
Sent: Friday, October 01, 2010 10:56 AM
To: 'deq-lwm-anc@michigan.gov'
Cc: dgalloway1@twmi.rr.com
Subject: Walled Lake Improvement Board

Please provide notification to the Walled Lake Improvement Board for all permit applications and permits issued for aquatic nuisance control on Walled Lake, Oakland County to the undersigned for a the next 5 years.

Thanks,

Brian Coburn, Secretary/Treasurer
Walled Lake Improvement Board
bcoburn@cityofnovi.org

Brian Coburn, PE
Engineering Manager
Department of Public Services

CITY OF NOVI
Field Services Complex
26300 Delwal Drive
Novi, MI 48375
(248) 735-5632 Office
(248) 735-5659 Fax
(248) 521-5431 Cell
cityofnovi.org

Brian Coburn 10-09-2010
City of Novi, MI
bcoburn@cityofnovi.org

Brian,

I would like to propose the following in front of 357 South Lake Drive.

To use as a trial area for the herbicide application to control the growth of Eurasian Milfoil.

I would be willing to do the monitoring and other testing required to determine if this approach is beneficial.

Please contact me.

Regards

John Duneske
357 South Lake Drive
Novi, Mi. 48377
248-231-2518
jduneske@hotmail.com

cc: Dave Galloway
dgalloway1@twmi.rr.com.

Coburn, Brian

From: Rebecca McMenamin [rmcmenamin@enviroscienceinc.com]
Sent: Tuesday, October 05, 2010 12:55 PM
To: dgalloway1@twmi.rr.com; Coburn, Brian
Subject: Last Thursday's Walled Lake Improvement Board Meeting

Dear Sirs,

I want to thank you for the opportunity to present our biological control program using milfoil weevils to the Walled Lake Improvement Board and its constituents. I understand that lake management plans can be challenging and I appreciate your dedication to finding a solution of which the community will approve. In any case, I hope that the board will be able to meet its goals for this next year. I would be glad to send our Michigan Representative/Aquatic Biologist, Tom Alwin, to Walled Lake sometime this next summer to assess possible weevils stocking areas and give you a better of costing.

If the board wishes to implement a biological control option for Eurasian watermilfoil management in year two of management, then you could still harvest milfoil in high traffic or priority. We recommend biological control with the understanding that an eventual shift to only weevils is necessary because herbicides and harvesting will both affect the weevil's food source – this is the nature of using a living organism for control.

Thank you once again for your interest in learning more about the long-term effectiveness of milfoil weevils. I look forward to corresponding with the board in the future.

Best Regards,

Rebecca

Rebecca McMenamin
Sales Representative
EnviroScience, Inc.

3781 Darrow Rd.

Stow, OH 44224

P: (330)688-0111

P: (800)940-4025

F: (330)688-3858

rmcmenamin@enviroscienceinc.com

Website:

www.enviroscienceinc.com

"As President of The Scugog Lake Stewards, (a 17,000 acre lake in Southern Ontario), my experience with milfoil weevils and EnviroScience Inc. has been extremely positive. Our early results indicate that the weevils are off to a strong start, and all of the EnviroScience staff are both knowledgeable and an absolute pleasure to work with. I believe that weevils hold a great deal of promise for the many large Ontario lakes and waterways dealing with both Eurasian watermilfoil and its recently identified hybrid with native Northern watermilfoil" ~ Jamie Ross, June 2010