

**MA-012-19010968
BETWEEN
THE COUNTY OF ORANGE
AND
AQUATECHNEX, LLC
FOR
LAKE MANAGEMENT AND LAKE WATER QUALITY MAINTENANCE SERVICES**

This Contract MA-012-19010968 for Lake Management and Lake Water Quality Maintenance Services, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of OC Community Resources, hereinafter referred to as “County” and Aquatechnex, LLC, with a place of business at 2025 S. Lyon, Santa Ana, CA 92705, hereinafter referred to as “Contractor”, with County and Contractor sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Payment, Compensation & Invoicing
Attachment C – Staffing Plan
Appendix A – Lake Management Model Maintenance Procedures
Appendix B – Landscape Maintenance Model Procedures

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (“RFP”) for Lake Management and Lake Water Quality Maintenance Services; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Lake Management and Lake Water Quality Maintenance Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

I. General Terms and Conditions:

A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the

matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance. Upon mutual agreement of County and Contractor, Contractor can be paid in advance for fish.
- G. **Warranty:** Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the commodities/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County

Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance:** Prior to the provision of services under this contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence

Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which will state ***As Required By Written Contract***.
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees and agents***, or provide blanket coverage, which will state ***As Required By Written Contract***.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate this contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other

performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Lake Management and Lake Water Quality Maintenance Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures or approval by the Orange County Board of Supervisors, whichever occurs later and continue for three (3) years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms, upon mutual consent of the Parties. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange

Board of Supervisors.

4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate the Contract immediately, pursuant to Section K herein;
 - b. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s

Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

10. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
11. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
12. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
14. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
15. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange

makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

16. **County of Orange Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
17. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
18. **Default – Re-procurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
19. **Disputes – Contract:**
 - a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 - i. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 - b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

20. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- a. The Contractor has made false certification, or
 - b. The Contractor violates the certification by failing to carry out the requirements as noted above.
21. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service

recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

22. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
23. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
24. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of

discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

25. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
26. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Aquatechnex, LLC
 Attn: Terry McNabb
 PO Box 30824
 Bellingham, WA 98228-2824
 Telephone: 360-201-2612
 Email: tmcnabb@aquatechnex.com

County: OCCR/OC Parks
 Attn: Robin LaMont
 13042 Old Myford Rd.
 Irvine, CA 92620
 Telephone: 949-585-6441
 Email: Robin.LaMont@ocparks.com

Assigned DPA: County of Orange
 OCCR/Purchasing & Contract Services/OC Parks
 Attn: Darline Ramirez, DPA
 13042 Old Myford Rd.
 Irvine, CA 92620
 Telephone: 949-923-3767
 Email: darline.ramirez@ocparks.com

27. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

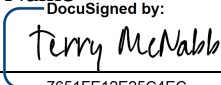
28. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
29. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
30. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
31. **Permits and Licenses:** Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.
32. **Safety Data Sheets (SDS):** The Contractor is required to provide a completed Safety Data Sheet (SDS) for each hazardous substance provided to the County under the Contractor's Contract with the County. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the SDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The SDSs for each substance must be sent to the place of shipment or provision of goods/service.

ATTACHMENT B

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following the signature.

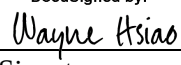
CONTRACTOR: AQUATECHNEX LLC*

Terry McNabb	Manager
Print Name	Title
DocuSigned by: 	12/13/2018
Signature	Date
Print Name	Title
Signature	Date

**If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.*

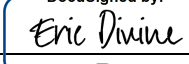
COUNTY OF ORANGE

A political subdivision of the State of California

Wayne Hsiao	Purchasing Manager
Print Name	Title
DocuSigned by: 	3/11/2019
Signature	Date

APPROVED AS TO FORM

County Counsel

By: 
 Deputy
 Date: 12/18/2018

**ATTACHMENT A
SCOPE OF WORK**

This Contract is to provide Lake Management and Lake Water Quality Maintenance Services at various OC Parks locations per Table A.

General Description of Work:

The lakes in Orange County Regional Parks (OC Parks) provide an aesthetic and recreational benefit to the public and are considered jewels within the park system. To ensure the beneficial uses of the lakes are maintained, a lake management program has been established that requires Contractor support to implement.

The Scope of Work for this Contract shall consist of providing all necessary labor, materials, and equipment for providing a full-service, all-inclusive lake management program for OC Parks over a three year basis, with renewable options for two additional one year options. Contractor performance will be evaluated on an annual basis to determine contract renewal status. The work shall include all needed services to manage the lakes including, but not limited to:

- Water quality monitoring and evaluation through routine inspections
- Nuisance weed and algae control
- Lake nutrient control
- Lake vegetation management
- Enhancing lake aesthetics, including measurable and progressive clarity improvement
- Waterfowl habitat management
- Consultation on lake dredging and sedimentation issues
- Assisting with established fish stocking programs
- Aeration/recirculation system management/diagnosis
- Regulatory compliance including National Pollutant Discharge Elimination System (NPDES) through State and Regional Water Quality Control Boards, California Department of Fish & Wildlife (CA-DFW) and Army Corps of Engineers

In fulfilling these services, Contractor shall comply with all applicable Federal, State, County, and local laws and regulations. Contractor is responsible for mitigating any damages or spills that impact the lakes or County property resulting from their actions.

The following eighteen (18) lakes and seven (7) ponds located at twelve (12) County parks and Irvine Lake will be included in the active management program. Additional details are provided in **Tables A & B**.

1. Carbon Canyon Park Lake
2. Clark Park Lake
3. Craig Park Lake (part of the Fullerton Creek Watershed)
4. Irvine Park Lakes (Upper and Lower connected lakes)
5. Laguna Canyon Lakes (Barbara's Lake and Lake 1)
6. Laguna Niguel Lake (part of the Sulphur Creek/Aliso Creek Watershed)
7. Mason Park Lake
8. Mile Square Park Lakes (North Lake, South Lake, and Nature Area Pond) and (7) Ponds located in the Miles Square Park expansion Area
9. Peters Canyon Reservoir
10. Tri-City Park Lake
11. Yorba Park Lakes: #'s 1 through 4
12. Victoria Pond at Talbert Regional Park
13. Irvine Lake

Water Quality Objectives:

The intent of this lake management contract is to enhance and improve the health, water quality, clarity, fish sustainability, and aquatic environment of the OC Parks lake facilities. Although none of the lakes include body contact for swimming, the lakes are used for other forms of public recreation including fishing, viewing wildlife, model boating, paddle boats, waterfowl survivability, and for overall park aesthetics. The County will utilize a number of qualitative and quantitative performance metrics to assess water quality improvements in the lakes including, but not limited to: water clarity, nutrient levels, algae biomass, visual observations, fish populations, and public complaints.

In order to assess changes in water quality during the course of the contract, an initial survey of each lake will be conducted by the Contractor at the onset of the contract. A WORK PLAN will be generated by Contractor with recommended routine management techniques and activities for the contract (including the recommended routine monitoring frequency for each lake) and be submitted to County for review and approval. Upon receipt of approval from the County, Contractor will implement the approved WORK PLAN. Any recommended changes or modification to the lake management WORK PLAN can be initiated during the course of the year through monthly updates and as changes in water quality occur. All changes will be discussed and approved by OC Parks Management prior to implementation.

At the end of each 12 month contract year, Contractor will submit an ANNUAL LAKES REPORT summarizing the results achieved for each lake included in the management program. The report shall be submitted no later than May 1st each calendar year. The report shall document changes in water quality and clarity over the year and serve as a basis for future lake management procedures. Park management would desire to view a progressive accumulation of measurements from all lakes concerning the eutrophic condition being improved over time, time period chosen according to Contractor's data model. Recommendations from the ANNUAL LAKES REPORT will be used to update and modify the WORK PLAN for the lake management program.

The Contractor shall provide to OC Parks in writing a proposal for all work outside the scope of routine maintenance prior to the work commencing. This shall include but not be limited to applications of herbicides, algaecides, and biologics, supplies needed for maintenance of aeration systems, electrical systems, pumps or any lake water quality improvement projects. Approval for the work may be provided via email. In urgent situations a verbal approval may be given with a follow up email required. A copy of the approval email will be required for payment purposes. Invoices shall itemize all costs in accordance with the bid items.

Additional submittals are required as part of this contract, and are discussed in the sections below.

Lake Descriptions and Management Issues:

The following sections describe the typical problems and management issues associated with each lake.

Carbon Canyon Lake: This shallow lake is located within Carbon Canyon Regional Park upstream of the U.S. Army Corps of Engineer's Carbon Canyon Dam. The lake is fed by a municipal water supply maintained by OC Parks. The lake typically experiences nuisance aquatic weed growth throughout the spring and summer months. Filamentous algae also grow on top of the aquatic weeds, detracting from visual aesthetics. In addition to seasonal algae growth, the lake is subject to episodic sedimentation from storm debris flows during the wet season. In general, however, the lake remains a closed system with no direct outflows. . OC Parks completed an excavation project between July 2014-October 2014 which drained the lake, removed the accumulated sediment, then repaired and replaced the clay lining. Upon completion artificial structures were installed to assist with ecosystem restoration and OC Parks stocked the revitalized lake with largemouth bass, bluegill and golden shiners. This lake will be part of the required stocking schedule discussed under **Fish Stocking**.

Craig Park Lake: This shallow park lake is located upstream of Fullerton Dam and is part of the Fullerton Creek/Loftus Diversion Channel watershed drainage system. The lake's water source is urban runoff, which is perennially flowing through the system. A simple diffuser aeration system has been installed in the lake to maintain high dissolved oxygen concentrations. Common lake management issues include periodic planktonic algae blooms and poor water clarity. In addition "First Flush" nuisance trash and urban runoff/wastes will impact the lake during storm events. OC parks is planning a bank restoration and habitat improvement project to reduce the sediment load and increase water quality within the lake. This lake will be part of the required stocking schedule discussed under **Fish Stocking**.

Clark Park Lake: Clark Park Lake is fed by a municipal water source and includes both diffuser aeration and circulation systems. Rooted aquatic vegetation is prevalent throughout the lake, which provides habitat for the fish population. Common management issues include physical removal of excess vegetation, nuisance algae control, and seasonal variations in water clarity. There are no direct outflows from the lake. This lake will be part of the required stocking schedule discussed under **Fish Stocking**.

Irvine Park Lakes: Irvine Park contains two lakes that are connected through a recirculation system equipped with a waterfall that connects the "Upper Lake" to the "Lower Lake." In addition, a diffuser aeration system has been installed to add additional dissolved oxygen to each lake. The water source for the lakes is from the Metropolitan Water District (MWD) supply line at nearby Irvine Lake; however this larger water district lake is not part of this Scope of Work. The Irvine Park Lakes are popular with Orange County fisherman. The upper lake features paddle boat rentals supplied by a concessionaire. Common lake management problems include excessive aquatic weeds, filamentous algae growth, and bio-debris removal from the surrounding trees. In addition, freshwater shellfish living in the lakes have clogged portions of the recirculation system in the past. These lakes will be part of the required stocking schedule discussed under **Fish Stocking**.

Laguna Canyon Lakes: In addition to these lakes, Laguna Coast Wilderness Park contains two natural lakes, Barbara's Lake and Lake 1, that are monitored quarterly by the County. These two Laguna Canyon Lakes are located off Highway 133 (Laguna Canyon Road) between the 405 Freeway and the 73 Toll Road. These lakes may dry up during periods of low precipitation. The County will require quarterly water quality monitoring when the water level is sufficient to sample as part of the contract, but active management of these three lakes will not likely be required as part of the routine Scope of Work. The scope may include an annual presentation to the Coastal Greenbelt Authority on the water quality status of these lakes.

Laguna Niguel Lake (Sulphur Creek Dam): Laguna Niguel Lake's water supply is from Sulphur Creek, which is a tributary of Aliso Creek. The lake's water level is maintained by the County's dam operator at a nearly constant level. This creates two islands in the lake that contain domestic and migratory waterfowl populations. Management issues include aquatic weed growth, periodic algae blooms, water color/clarity problems, shoreline maintenance, bio-debris and storm debris removal, fall turnovers, and coordinating fish stockings. An extensive 24 head diffuser aeration system has been installed between 2016 and 2017 to supply dissolved oxygen to the lake. This lake will be part of the required stocking schedule discussed under **Fish Stocking**.

Mason Park Lake: This Lake has one of the most complicated management issues of all the parks due to its shallow conditions (less than 6 feet deep), reclaimed water supply (excess nutrients), poor circulation, eutrophic condition, and year-round planktonic algae blooms. The common management challenges for the lake include poor water quality, excess surface algae scum (often requiring physical removal), nuisance odors, elevated inorganic nutrient concentrations, high waterfowl populations, public complaints, and other related hypereutrophic lake conditions. For years, aquatic herbicides and pesticides have been used to control heavy planktonic algae growth in the lake. However, the County would prefer to identify a more sustainable long term approach to address the algae problems in the lake as opposed to only chemical controls. Such a plan could include alternative treatment products including Phoslock treatments, additional vegetation for the uptake of excess nutrients, or other potential ideas to be recommended by Contractor. It is requested that

Contractor submit their unique ideas on how to best manage this particular lake. The primary use of the lake is by model boat hobbyists. If water quality conditions can be improved, OC Parks may consider re-opening the lake for fish stockings.

Mile Square Park Lakes: Mile Square Park contains two larger lakes in the main turf areas of the park and one small pond within the Nature Area. Municipal water from the City of Fountain Valley's well supply is used as the water source for the lakes. Although there are no direct outflows of the lakes, pumps have been installed to draw water from the lakes for turf irrigation, thereby creating additional water turnover. The South Lake (also called Lake 1) contains planktonic algae and aquatic weeds that periodically require mitigation. The North Lake (also called Lake 2) contains moderate planktonic algae and a bird sanctuary island. A concessionaire is located on-site that rents small boats for public use in this lake. Both lakes are also used for public fishing. The nature pond water feature is located in the Nature Area portion of the park. This pond is fed by a municipal water source, which has been turned off for approximately 4 years. When water is present mosquito fish are placed in the pond by OC Vector Control District for mosquito control purposes. OC Parks may decide to restore the lake in the future. If it is decided OC Parks will request ideas on how to best manage this pond. These lakes will be part of the required stocking schedule discussed under **Fish Stocking**.

Mile Square Park Expansion Area Ponds: The Mile Square Park Expansion project will add seven (7) ponds, currently referred to as A-G. These bodies of water are man-made golf course ponds and smaller than other lakes within OC Parks ownership. The seven (7) ponds have an estimated total surface area of approximately one (1) acre. Contractor shall first be required to map each of the ponds through a Bathymetric Survey which will provide accurate sizes and depths. The ponds shall be incorporated into a routine maintenance schedule, they will be visually evaluated at a minimum of every fourteen (14) days and water quality samples will be obtained on an as needed basis. The ponds aeration/diffusors systems will be evaluated, maintained and replaced if needed.

Peters Canyon Reservoir: This facility is a flood control reservoir operated by OC Public Works, OC Parks, and the Irvine Ranch Water District (IRWD). Water levels are variable in the reservoir and dependent on storm flows. Water quality in the reservoir is monitored on a quarterly basis when the water level is sufficient to sample. The reservoir is currently low in volume with episodic weed and algae blooms in the summer months. Due to its surrounding natural habitat and lack of direct public access, the lake is not typically subject to active management techniques such as algacide spraying. Any maintenance activities conducted through this contract will need to be approved by the County prior to implementation.

Tri-City Park Lake: This facility is the newest lake to be incorporated into the OC Parks system. The lake contains two levels (upper and lower) and a recirculation system. The lake has a heavy waterfowl population and issues with planktonic algae blooms. The lake is stocked with fish by DFW, and experiences a considerable amount of park visitors. OC Parks will be looking at water quality treatment programs to improve clarity and overall aesthetics. This lake will be part of the required stocking schedule discussed under **Fish Stocking**.

Yorba Park Lakes: Yorba Park contains two pairs of connected lakes numbered 1 through 4. Lake 1 is a shallow pond that receives a steady supply of well water. The pond has established cattails and lily pads that grow seasonally. Water clarity in the pond is generally good; however, the pond does have problems with bio-debris accumulation from the surrounding trees. The pond water flows westward into Lake 2 via a small man-made creek. Yorba Lake 2 is a large, shallow water body with an aeration system and a recirculation system that distributes water back to Lake 1. Common management issues for Lake 2 include excessive aquatic weed growth, bio-debris removal on the downwind side of the lake, and water clarity issues. Lake 2 is separated from Lakes 3 and 4 by a foot bridge. Lakes 3 and 4 are linked by a recirculation system with a flow through wetlands area, and Lakes 3 and 4 each contain aeration systems. Water clarity has improved in these lakes through the use of Phoslock treatments. Lakes 2 and 3 are stocked with catfish by DFW and the County and support a paddle-boat rental concession. These lakes will be part of the required stocking schedule discussed under **Fish Stocking**.

Victoria Pond: This pond is located within Talbert Regional Park Costa Mesa and was recently added to OC

Parks Lake maintenance purview. The pond consists of perched or semi-perched water relative to ground water. The pond has a fluctuating water table in response to seasonal changes to inflow and groundwater levels. Survey performed August 2014 indicated water surface elevation of the pond is -0.9 feet NGVD and the bed (bottom) of the pond ranges from -8.3 to -8.8 feet NGVD. Common lake management problems include excessive aquatic weeds and filamentous algae growth.

Irvine Lake: This reservoir is owned by Irvine Ranch Water District (“IRWD”) and Serrano Water District (“SWD”) and is a source of drinking water and irrigation water in many Orange County cities. IRWD and SWD have granted a license to the County for exclusive use of recreational rights at Irvine Lake, including shoreline fishing and activities reasonably related thereto. Irvine Lake is the largest fresh water body in Orange County with 28,000 acre feet and 700 surface acres. The average depth is 40 feet with the deepest point being recorded at 145 feet. OC Parks plans to provide recreational opportunities for the public including shoreline fishing along with possible fishing tournaments. There will be various maintenance needs, including the introduction of fish stocking. Contractor will be responsible to ensure that any services provided at this facility, including, but not limited to fish stocking, do not interfere with the use and operation of the reservoir for water supply purposes by SWD and IRWD, are consistent with maintaining the water quality standards for this operating reservoir, and are in compliance with all Federal, State and local laws and regulations related thereto.

Fish Stocking

In recent years OC Parks has accommodated the increased interest in fishing and fishing derbies. The Contractor will be required to negotiate the stocking of approximately 15,600 lbs. of Catfish and 28,500 lbs. of Trout annually. There will be an occasional request to stock small amounts of Bass, Sunfish, Bluegill, or mosquito fish. The amount of fish to be stocked may increase or decrease annually at OC Parks discretion. Stocking OC Parks Lakes requires a predetermined plan and contract arrangement with one or more fish farms. The plan will be negotiated with the Contractors PM prior to the stocking season. The week of stocking dates will be rigid once the plan is approved.

The California Department of Fish & Wildlife (CA-DFW) requires annual application for private stocking permit (PSP) with the proposed stocking locations, species and amounts. The Contractor will be responsible for submitting the application to the CA-DFW.

CA-DFW will periodically provide trout and/or catfish stockings at the following Lakes: Clark, Craig, TriCity, Carbon Canyon, Yorba, Mile Square or Laguna Niguel. The County of Orange will not be notified in advance of a stocking event or be provided with the amount being planted.

Pre-payment for up to 4 weeks of fish stocking will be negotiated due to the Cash on Delivery demand for this commodity.

Contractor Project Manager:

Contractor shall designate a project manager to oversee lake management activities under this contract. The Project Manager will be the primary point of contact for the County on lake management requests. The Project Manager will also coordinate lake report submittals and oversee invoicing under this Contract. When the Project Manager is unavailable, a backup contact list shall be furnished to the County for submitting lake service requests.

Contractor shall maintain a communications system such that calls/texts/emails are answered within four business hours, five days a week, 8 a.m. through 4 p.m. Contractor may receive verbal work requests from County management, park rangers, maintenance supervisors, and other designated County employees.

License Requirements:

Contractor is responsible for retaining all appropriate government licenses required to complete the Scope of Work at no additional cost to the County. At all times during the term of the Contract, Contractor shall have in full force and effect, all licenses required by law for the performance of the services described in this Contract. Copies of the licensing information shall be made available to the County upon request.

Cooperation:

Contractor shall cooperate with County staff in scheduling work around park operations. All parks have posted operating hours, and Contractor will abide by these hours. No additional compensation or adjustment of allotted working schedule shall be granted for compliance with these requirements.

Full compensation for Cooperation shall be included in the contract bid and no additional compensation will be allowed therefore.

On-Call Lake Inspection/Management:

Contractor is responsible for conducting routine inspections and maintenance of the lakes on a scheduled basis. The frequency of routine Contractor inspections for each park lake shall be determined after the completion of the initial lake assessment and WORK PLAN at the onset of the contract. At a minimum, each park lake should be inspected monthly as part of the routine monitoring program.

In addition to routine inspections, Contractor, when notified, shall respond within 72 hours for on-call inspection and lake management service requests at the County's discretion. Upon request, Contractor shall supply necessary water quality field test equipment to measure physical parameters (temperature, pH, dissolved oxygen, specific conductivity, Secchi depth) and nutrients (nitrogen, phosphorous) of the lake as part of the monitoring request with no additional charge to the County. Upon completion of a lake inspection, Contractor shall provide written recommendations to the County for maintenance.

Some of the park lakes require boat access to conduct lake treatment or maintenance activities. Contractor is responsible for providing and maintaining a boat suitable for completion of this task at no additional cost to the County. Contractor shall follow all boating safety regulations.

Aeration Systems Management:

The County currently has functioning aeration systems at Clark, Craig, Irvine, Laguna Niguel, Mason, Mile Square, Tri-City, and Yorba Park lakes. Upon request, Contractor will provide routine maintenance of these systems. This may include repairing or replacing faulty equipment, installing additional aeration units, and/or making recommendations for system upgrades. Dissolved oxygen (DO) readings shall be used to formulate recommendations for upgrades and/or changes to the aeration units. All aeration system work under this agreement must be approved by the County prior to implementation.

Lake Treatment Products:

Contractor shall coordinate with the designated County Inspector on the type and amount of products or chemicals recommended for treating algae and/or weeds to improve water quality in the lakes. Upon written approval by the County Inspector, Contractor shall apply chemicals at rates in accordance with applicable product labels and regulations. The Contractor is responsible for knowing and implementing all sampling requirements and reporting documents for products applied to OC Parks lakes.

Prior to any application of product to an OC Parks lake the Contractor is required to notify the nearby park visitors of the processes they will be following and the approximate duration of the task. This may be accomplished by walking the shoreline to inform all nearby fisherman and patrons or by driving the boat down the shoreline to identify that an application is forthcoming.

Vegetation and Shoreline Maintenance Services:

Upon request, Contractor shall conduct visual surveys to map aquatic vegetation and plants in a lake. This work includes identifying the types of plant and algae species in the lake and their distribution across the lake.

Upon request, Contractor will provide recommendations for vegetation and shoreline maintenance on the lakes. Contractor shall conduct physical removal of nuisance aquatic and shoreline vegetation using work crews as authorized by the County. Contractor may be required to assist the County with obtaining appropriate regulatory permits for this work. In addition, re-planting of the lake with desirable aquatic plants can also be completed as part of this task in consultation with the County Inspector.

Lake Maintenance Plan and Report:

After the initial WORK PLAN for the contract is approved a summary of maintenance activities planned shall be completed quarterly for each park lake and submitted to the County for review. This maintenance plan shall summarize activities planned for the lakes during the upcoming 3 months. The maintenance plan should also be accompanied by a maintenance report for the previous 3-month, which will include a summary of activities conducted and field water quality monitoring results. This maintenance report may include, but is not limited to, the name and amount of chemical applied/application rate, water clarity, plant growth, water level, water temperature, dissolved oxygen content, pH, aeration equipment maintenance activities, and other pertinent observations or water quality measurements. Routine monitoring data should be compiled within a web-based platform provided by OC Parks. The Contractor will be trained in utilizing the system.

Performance:

Work shall generally be performed between 7 a.m. and 4 p.m., Monday through Friday. Necessary pre-scheduled weekend work is allowable under this agreement. No non-emergency work on Holidays.

Contractor shall provide uniforms or other approved methods of employee identification for all personnel working at a County facility. All Contractor personnel shall present a neat, clean appearance.

Contractor is responsible for all personal protective equipment and safety devices used by Contractor personnel engaged in the handling, formulation, transfer, application and disposal of lake treatment products. Such items appropriate to the operation being conducted shall include, but not be limited to, face mask, respirators, goggles, caps or hats, protective clothing, gloves, etc. All clothing and protective gear used in the performance of lake treatment shall be in conformance with applicable legal and regulatory requirements.

NPDES REQUIREMENTS AND BEST MANAGEMENT PRACTICES

The Santa Ana and San Diego Regional Water Quality Control Boards (RWQCB) have issued Municipal Separate Storm Sewer System (MS4) permits which govern stormwater and non-stormwater discharges to the storm drain system from areas owned and operated by the County of Orange, Orange County Flood Control District and incorporated cities of Orange County (collectively referred to as Permittees). The RWQCB Permits are National Pollutant Discharge Elimination System (NPDES) Permits Order No. R8-2008-0030, As Amended by Order No. R8-2010-0062 and Order No. R9-2013-0001, As Amended by Order No. R9-2015-0001, respectively. Copies of the RWQCB Permits are available for review at the following websites: https://www.waterboards.ca.gov/santaana/water_issues/programs/stormwater/ and https://www.waterboards.ca.gov/sandiego/water_issues/programs/stormwater/

In order to comply with the Permit requirements, the Permittees have developed a Drainage Area Management Plan (DAMP) which contains Model Maintenance Procedures with Best Management Practices (BMPs) to which parties conducting the municipal activities must adhere. These Model Maintenance Procedures apply to any party conducting municipal activities and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry weather urban runoff, storm water runoff, and receiving water quality. Contractor is responsible for mitigation and cleanup of spills that occur while performing work under this Contract as directed by the County Inspector.

Work performed under this Contract shall conform to the Permit requirements, the DAMP, and the Model Maintenance Procedures and must be performed as described within all applicable Model Maintenance Procedures. Contractor shall fully understand the Model Maintenance Procedures applicable to activities that are being conducted under this Contract prior to conducting them and maintain copies of the Model Maintenance Procedures throughout the Contract duration. The applicable Model Maintenance Procedures are included as **Appendix: A & B** of this Contract.

Evaluation of activities subject to DAMP requirements performed under this Contract will be conducted to verify compliance with DAMP requirements and may be required through Contractor self-evaluation as determined by the County.

Contractor shall complete the annual Integrated Pest Management (IPM) report form required for the annual Program Effectiveness Assessment (PEA), submitted by the County to the Regional Water Quality Control Boards (RWQCB). This IPM report will only be related to products used during the County fiscal cycle (July – June), and needs to be submitted by August 1 for the previous July – June fiscal cycle.

Should Contractor elect to use lake pesticides regulated by the National Pollutant Discharge Elimination System (NPDES) Aquatic Pesticide Permit (NAPP), Contractor will be responsible for maintaining NAPP coverage under Water Quality Order 2004-0009-DWQ and/or Order 2013-0002-DWQ. Contractor shall perform and be proficient in preparation of regulatory enrollment documents, NAPP sampling requirements, and completing the annual NAPP reporting and other related permit requirements. In addition, Contractor application schedules will need to be coordinated with County water quality monitoring personnel as needed to ensure all proper NAPP sampling is conducted.

In addition to the NAPP requirements, Contractor shall be familiar with San Diego RWQCB requirements for applying Phoslock to Waters of the United States, which could be required for Laguna Niguel Lake. Upon request, Contractor will need to organize lake treatment applications with Phoslock, oversee required water quality monitoring tasks, and perform required regulatory reporting to the San Diego RWQCB under Order No. R9-2012-0063.

**TABLE A
OC PARKS LAKE DATA**

LAKES	SURFACE ACREAGE	VOLUME CU FT.	MEAN' DEPTH	WATER SOURCE	COMMON ALGAE/WEED TYPES IN EACH LAKE
Carbon Canyon	3.3	718,700	5.0	MUNI	Planktonic Algae, Common Naiad
Clark	3.0	784,100	6.5	MUNI	Filamentous Algae, Chara, Nitella
Craig	3.0	784,100	6.5	MUNI	Filamentous Algae, Chara, Nitella
Irvine (upper)	1.6	348,500	5.0	MWD	Planktonic and Filamentous Algae
Irvine (lower)	0.6	130,700	5.0	MWD	Planktonic and Filamentous Algae
Laguna Coast Wilderness Park	Variable	Variable	Variable	WATERSHED	Planktonic Algae, Filamentous Algae, and Aquatic Weeds
Laguna Niguel	44	22,999,700	12	SULPHUR CREEK	Planktonic and Filamentous Algae(Cladophora), Brittle Naiad, Cattails
Mason	9.3	2,025,500	5.0	IRWD	Planktonic Algae (<i>Mycrocystis sp.</i>)
Mile Square 1	3.0	784,100	4.5	WELL	Planktonic Algae, Brittle Naiad
Mile Square 2	6.5	1,274,100	4.5	WELL	Planktonic Algae
Mile Square pond	0.3	39,200	3.0	MUNI	Planktonic Algae, Cattails
Peters Canyon Reservoir	Variable	Variable	Variable	WATERSHED	Planktonic Algae, Filamentous Algae, and Aquatic Weeds
Tri-City Park	7.8	2,038,000	5.6	MUNI	Planktonic Algae
Yorba 1 (pond)	0.3	39,200	3.0	WELL	Pond Lilies, Cattails
Yorba 2	6.3	823,300	3.0	WELL	Planktonic and Filamentous Algae, Sago Pondweed, Brittle Naiad
Yorba 3	3.4	740,500	5.0	WELL	Planktonic Algae
Yorba 4	3.6	940,900	6.0	WELL	Planktonic Algae
Victoria Pond	Variable	Variable	4.0	WATERSHED	Planktonic and Filamentous Algae
Irvine Lake	700	Variable	40	WELL	Planktonic Algae, Filamentous Algae, Aquatic Weeds
Total Managed	Approximate 151				

MUNI = Municipal Water Supply

Mean Depth as designed

WELL = Water District Ground Water
 IRWD = Irvine Water District Reclaimed Water
 MWD = Metropolitan Water District (from Irvine Lake)

Surface area and volume vary with water
 level, estimated maximum volume given.

TABLE B
OC PARKS LAKE LOCATIONS

Carbon Canyon Regional Park
 4442 Carbon Canyon Rd.
 Brea, CA 92621
 (714) 973-3161

Mile Square Regional Park
 16801 Euclid St.
 Fountain Valley, CA 92708
 (714) 973-6600

Clark Regional Park
 8800 Rosecrans Ave.
 Buena Park, CA 90621
 (714) 973-3171

Peters Canyon Reservoir
 8548 E. Canyon View
 Orange, CA 92689
 (714) 973-6612

Craig Regional Park
 3300 State College Blvd.
 Fullerton, CA 92631
 (714) 973-3181

Tri-City Regional Park
 2301 Kraemer Blvd
 Placentia, CA 92870
 (714) 973-3180

Irvine Regional Park
 1 Irvine Park Road
 Orange, CA 92669
 (714) 973-6834

Yorba Regional Park
 7600 E. La Palma
 Anaheim, CA 92807
 (714) 973-6616

Laguna Coast Wilderness Park
 18751 Laguna Canyon Rd
 Laguna Beach, CA 92651
 (949) 923-2235

Laguna Niguel Regional Park
 28241 La Paz Rd.
 Laguna Niguel, CA 92677
 (949) 926-2241

Mason Regional Park
 18712 University Dr.
 Irvine, CA 92715
 (949) 923-2221

Talbert Regional Park
 1298 Victoria Ave
 Costa Mesa, CA 92627

Irvine Lake
 4621 E. Santiago Canyon Road
 Silverado, CA 92676
 (714) 649-9111

ATTACHMENT B

PAYMENT, COMPENSATION & INVOICING

1. **Compensation:** This is a firm-fixed fee Contract not to exceed ~~\$858,764.00~~ ~~\$795,000~~ annually **for the third- year term, and \$855,000.00 annually for the fourth and final year terms** between the County and Contractor for Lake Management and Lake Water Quality Maintenance as set forth in Attachment A, Scope of Work and Contractor's pricing on Attachment B.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions.**

3. **Payment Terms – Payment in Arrears and Payment for Fish in Advance.** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Pre-payment for up to 4 weeks of fish stocking will be negotiated due to the Cash on Delivery demand for this commodity. Fish invoices are payable 14 to 30 days in advance. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

2. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from 1 above
- c. Contractor's Taxpayer ID Number
- d. Name of County Agency/Department
- e. Delivery/service address
- f. Master Contract Number MA-012-19010968
- g. Agency/Department's Account Number
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoices and support documentation are to be forwarded to:

OC Community Resources
Attn: Accounts Payable
1770 North Broadway, 4th Floor
Santa Ana, CA 92706-2606

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

3. **Payment (Electronic Funds Transfer - EFT):** The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the Agency/Department representative listed in the contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

ATTACHMENT B
PAYMENT, COMPENSATION & INVOICING

LABOR RATES

CATEGORY	MISSION	HOURLY RATE
Limnologist/Senior Scientist	Evaluation and planning for Lake Management	\$110.00
Licensed Pest Control Advisor	Provides required recommendations when pesticides are necessary	\$95.00
Project Manager	Oversees implementation of Lake Management Activities	\$100.00
Staff Scientist	Supports monitoring and data collection	\$75.00
Licensed Applicator	Conducts pesticide applications as necessary	\$65.00
Field Support Staff	Implement directions from Project Management and Completes Lake Management tasks	\$55.00

WATER QUALITY MONITORING

CATEGORY	COST
Water quality sampling	To be included in labor
Water quality sampling equipment	To be included in labor
Replace reagents for HACH sampling kit,	\$150.00 per month
Blue Water Satellite twice monthly analysis of all lakes for Phosphorus and cyano-bacteria	\$ n/a per month
YSI Ecomapper	\$2500 per day

PRODUCTS AND EQUIPMENT

PRODUCT/EQUIPMENT/SERVICE	COST
Application labor	To be included in labor
Alum/Phoslock application vessel	\$900.00 per day
Alum Instant Powder	\$1.25 per pound
Alum liquid	\$1.11 per gallon
Phoslock Phosphorus Removal System or comparable product, please list:	\$1.88 per pound

PRODUCT/EQUIPMENT/SERVICE	COST
Application labor	To be included in labor
PCA recommendations	To be included in labor
Survey/Mapping Vessel with equipment	To be included in labor
WeDOO Debris Boat/larger application equipment	\$250.00 per hour with operator
Alum/Phoslock Application Vessel Large	\$900.00 per day
Chelated Copper Algaecides	\$25.50 per gallon
CleanGreen Peroxygen Algaecide	\$1.50 per pound
Reward (diquat) herbicide	\$79.00 per gallon
Aquathol (endothol) herbicide	\$81.00 per gallon
Sonar AS aquatic herbicide	\$1979.22 per gallon
Sonar One aquatic herbicide	\$34.50 per pound
Sonar PR aquatic herbicide	\$38.49 per pound
Galleon aquatic herbicide	\$110.00 per quart
Clearcast aquatic herbicide	\$282.56 per gallon
Glyphosate aquatic herbicide	\$28.00 per gallon
Nautique Aquatic Herbicide	\$39.00 per gallon
Renovate MAX G aquatic herbicide	\$3.36 per pound
Renovate OTF aquatic herbicide	\$3.99 per pound
Renovate 3 Liquid aquatic herbicide	\$106.32 per gallon
Sculpin G aquatic herbicide	\$2.41 per pound
Revive Biological Water Clarifier	\$19.00 per pound
SePRO Natural Refection Black Dye or comparable product, please list:	\$14.50 per packet
SePRO Blue Lake and Pond Colorant or comparable product, please list:	\$18.50 per packet
Aquashade	\$32.00 per gallon
Private Stocking Permit Application to State of CA	Cost Plus 10%
Deliver and stock large-mouth bass	\$3.75 per fish
Deliver and stock channel catfish (various weights)	Cost Plus 10%
Deliver and stock trout (various species and weights)	Cost Plus 10%
Deliver and stock various species and weights; sunfish, blue gill, minnows	Cost Plus 10%
NPDES Aquatic Herbicide Required Sampling per herbicide per lake where required by NPDES	Cost Plus 10%
NPDES Permit Fee	Cost Plus 10%

PRODUCT/EQUIPMENT/SERVICE	COST
Sonar Genesis	\$285.36 per gallon
Sonar Q	\$33.72 per pound
Sonar H4C	\$18.94 per pound
Clearcast 2.7G Granular No longer manufactured	\$n/a per pound
SeClear Algaecide and Water Quality Enhancer	\$12.50 per gallon
Komeen Crystal Herbicide	\$13.90 per pound
Captain XTR liquid copper algaecide	\$115.20 per gallon
Habitat herbicide	\$3.50 per gallon
Copper Sulfate Pentahydrate	\$250 per pound
Bathymetry/3d mapping Laguna Niguel Park Lake	\$250 per lake
Bathymetry/3d mapping Mason Park Lake	\$250 per lake
Bathymetry/3d mapping Mile Square Park, Each Lake	\$250 per lake
Bathymetry/3d mapping Irvine Regional Park Lake	\$250 per lake
Bathymetry/3d mapping Peters Canyon Reservoir	\$250 per lake
Bathymetry/3d mapping Tri-City Park Lake	\$250 per lake
Bathymetry/3d mapping Yorba Linda Park, Each Lake	\$250 per lake
Bathymetry/3d mapping Carbon Canyon Park Lake	\$250 per lake
Bathymetry/3d mapping Clark Park Lake	\$250 per lake
Bathymetry/3d mapping Craig Park Lake	\$250 per lake
Bathymetry/3d mapping Victoria Pond at Talbert Park	\$250 per lake
Diver Dredge system for small scale removal	\$150.00 per hour with operator
Permitting Labor	To be included in labor costs
Harvester Mobilization	\$500.00 in and out
Aquamog Mobilization	\$500.00 in and out
Crane Launch if necessary	\$1000.00 in and out
Large Aquatic Weed Harvester	\$1850.00 per day
Aquamog Dredging System	\$2500.00 per day
Material Disposal	\$50.00 per unit

LAKE AERATION SYSTEM MANAGEMENT/DIAGNOSES:

PRODUCT/EQUIPMENT/SERVICE	COST
Inspection/Consulting labor	Included in labor costs
Aeration System parts/replacement	Cost Plus 15%

ITEMS COVERED UNDER OTHER REIMBURSABLE DIRECT COSTS:

ITEM	COST
Identifiable communication expense, such as long distance telephone and fax, overnight shipping, telegraph, cable express charges and postage, other than for general correspondence required in the performance of the work.	Actual Cost
Identifiable printing or reproduction services required in the performance of the work. This includes copying fees for preparation of written submittals required by the Scope of Work.	Actual Cost
Third party services directly applicable to the work such as environmental services, dredging, weed and cattails harvesting, waste disposal, construction services, lake treatment product/chemical purchases (from an outside vendor), and outside administrative and laboratory charges that are not applicable to general overhead.	Cost Plus 15%
Materials used for special in-house Contractor testing, laboratory, and field supplies not addressed in the Scope of Work. This includes special water quality monitoring equipment used during lake management activities.	Actual Cost
Permit fees, application fees, and other government filing fees.	Actual Cost
Special vehicle and equipment rentals.	Actual Cost

CONSIDERED ITEMS NOT REIMBURSABLES

Travel, mileage, hotel and meal expenses for Contractor employees being utilized during the course of working on this project.
Computer software and associated computer equipment operation related to the production of exhibits, work plans, reports, and related documentation required by the Scope of Work shall be considered included in the cost of general overhead and included in the hourly personnel rates for this project.
General overhead costs such as accounting, computers, office supplies, and items generally required for the basic operation of daily business directly related to the project.
Local telephone and fax services.
Contractor is responsible for supplying a boat and basic water quality monitoring equipment specified in the Scope of Work.
Mileage and parking fees to conduct work at County facilities. The County will provide access to the parks covered in the Scope of Work.

MILES SQUARE SEVEN (7) PONDS A-G

Annual cost for all seven (7) ponds, including routine maintenance, water quality sampling and algae treatments as needed	Not to exceed \$40,000.00
Upgrade the existing aeration/diffusor systems (two per contract year)	\$20,000.00
Bathometric surveys on seven (7) ponds (third year term only)	\$2,100.00
Electrical/Solar panel upgrades to Nature Pond (third year term only)	\$15,000.00

MISCELLANEOUS SERVICES

Miscellaneous goods/services may be procured and additional locations for services may be negotiated through this price agreement per the instructions below:

In addition to the commodity/services requirements and all other terms and conditions provided herein, Contractor shall satisfy the following billing/invoicing procedures for miscellaneous commodity/services. Failure to follow these procedures fully may delay payment of miscellaneous items.

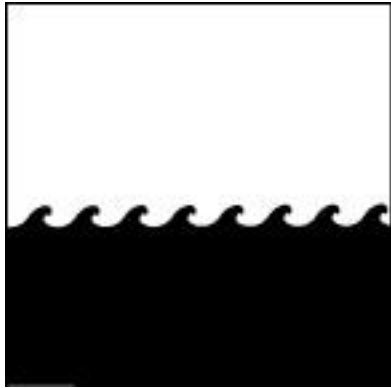
1. An authorized OC Parks staff member will contact the Contractor to obtain an itemized written quote for any commodity/services needed that are not itemized on the price agreement.
2. Contractor will email a proposal for the miscellaneous goods/services to the authorized OC Parks staff member for their review and approval. Should the authorized OC Parks staff member find the proposal satisfactory he/she shall send an email confirmation back to the vendor authorizing the miscellaneous goods/services. The Contractor under no circumstance shall release or deliver any miscellaneous goods/services without a confirmation email by an authorized OC Parks staff member, in their possession.
3. Upon submission of said invoice, the Contractor must attach a copy of the confirmation email authorized by the OC Parks staff member.
4. The agency/department shall certify on the invoice that the prices are per the submitted proposal and that all goods/services have been received/rendered.

Below is a list of authorized approvers. This list is subject to change. Contractor will be notified of any changes via e-mail by the Deputy Purchasing Agent.

CURRENT AUTHORIZED APPROVERS:

Robin LaMont
Bill Reiter
John Gannaway
Jacky Cordero

APPENDIX A LAKE MANAGEMENT MODEL MAINTENANCE PROCEDURES



FP-1

LAKE MANAGEMENT

The model procedures described below focus on minimizing the discharge of pesticides and fertilizers, landscape waste, trash, debris, sediments and other pollutants while maintaining ponds and lakes. Lake management practices may involve the following activities:

1. Fertilizer and Pesticide Management
2. Mowing, Trimming/Weeding, and Planting
3. Managing Landscape Waste
4. Controlling Litter
5. Erosion Control
6. Controlling Illegal Dumping
7. Bacteria Control
8. Monitoring

POLLUTION PREVENTION:

Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for lake management include:

- Implementation of an integrated pest management (IPM) program. IPM is a sustainable approach to managing pests by combining biological, cultural, physical, and chemical tools. Refer to Appendix D, Fertilizer and Pesticide Management Guidance for further details.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. Fertilizer and Pesticide Management

Usage

- ✓ Utilize a comprehensive management system that incorporates integrated pest management techniques.

Usage (cont')

- ✓ Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers and pesticides and training of applicators and pest control advisors.
- ✓ Educate and train employees on use of pesticides and pesticide application techniques to prevent pollution.
- ✓ Pesticide application must be under the supervision of a qualified and properly licensed or certified pesticide applicator.
- ✓ When applicable use the least toxic pesticides that will do the job. Avoid use of copper-based pesticides if possible.
- ✓ Do not mix or prepare pesticides for application near storm drains.
- ✓ Prepare the minimum amount of pesticide needed for the job and use the lowest rate that will effectively control the pest.
- ✓ Employ techniques to minimize off-target application (e.g. spray drift) of pesticides, including consideration of alternative application techniques.
- ✓ Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- ✓ Periodically test soils for determining proper fertilizer use.
- ✓ Sweep pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water.
- ✓ Inspect pesticide/fertilizer equipment and transportation vehicles daily.
- ✓ Refer to Appendix D for further guidance on Fertilizer and Pesticide management
- ✓ Refer to permit "Monitoring and Reporting Program No. 2001-160 for Discharges of Aquatic Pesticides to Waters of the United States" if lake discharges to Waters of the United States.

OPTIONAL:

- Use beneficial insects where possible to control pests (green lacewings, ladybugs, praying mantis, ground beetles, parasitic nematodes, trichogramma wasps, seedhead weevils, and spiders prey on detrimental pest species).
- Use slow release fertilizers whenever possible to minimize leaching.

Scheduling

- ✓ Do not use pesticides if rain is expected within 24 hours.
- ✓ Apply pesticides only when wind speeds are low (less than 5 mph).

Disposal

- ✓ Purchase only the amount of pesticide that you can reasonably use in a given time period (month or year depending on the product).
- ✓ Triple rinse containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste.
- ✓ Dispose of empty pesticide containers according to the instructions on the container label.

2. Mowing, Trimming/Weeding, and Planting

Mowing, Trimming/Weeding

- ✓ Whenever possible, use mechanical methods of vegetation removal rather than applying herbicides. Use hand weeding where practical.
- ✓ When conducting mechanical or manual weed control, avoid loosening the soil, which could erode into the lake.
- ✓ Use coarse textured mulches or geotextiles to suppress weed growth and reduce the use of herbicides.
- ✓ Do not blow or rake leaves, etc. into a lake or place yard waste in lake.
- ✓ Collect lawn and garden clippings, pruning waste, tree trimmings, and weeds. Chip if necessary, and compost or dispose of at a landfill (see waste management section of this procedure sheet).
- ✓ Place temporarily stockpiled material away from lakes, and berm or cover stockpiles to prevent material releases to storm drains.

Planting

- ✓ Where feasible, retain and/or plant selected native vegetation whose features are determined to be beneficial. Native vegetation usually requires less maintenance (e.g., irrigation, fertilizer) than planting new vegetation.
- ✓ When planting or replanting consider using low water use groundcovers.
- ✓ Create a grassy berm to reduce run-on and run-off when possible.

OPTIONAL:

- Careful soil mixing and layering techniques using a topsoil mix or composted organic material can be used as an effective measure to reduce herbicide use and watering.

3. Managing Landscape Waste

*Also see Waste
Handling and
Disposal Procedure
sheet*

- ✓ Compost leaves, sticks, or other collected vegetation or dispose of at a permitted landfill. Do not dispose of collected vegetation into lakes.
- ✓ Place temporarily stockpiled material away from lakes. Berm or cover stockpiles to prevent material releases to a lake.
- ✓ Reduce the use of high nitrogen fertilizers that produce excess growth requiring more frequent mowing or trimming, and may contribute to excessive algae growth.
- ✓ Inspection should be conducted to detect illegal dumping of clippings/cuttings in or near a lake. Materials found should be picked up and properly disposed of.
- ✓ Landscape wastes in and around lakes should be avoided by either using bagging equipment or by manually picking up the material.

**Training/Education/
Outreach**

- ✓ Train municipal to recognize and report illegal dumping into lakes.
- ✓ Encourage public reporting of illegal dumping by advertising the 24-hour water pollution problem reporting hotline (714) 567-6363.

OPTIONAL:

- Educate the public with public education materials such as a hotline and/or door hanger (door hangers are placed on the front doors in neighborhoods where illegal dumping has occurred to inform the reader why illegal dumping is a problem, and that illegal dumping carries a significant financial penalty).
- Educate the public through volunteer water quality monitoring programs. Volunteers can be trained to notice and report the presence and suspected source of an observed pollutant to the appropriate public agency.

4. Controlling Litter

Enforce anti-litter laws.

*Also see Solid
Waste Handling
Procedure sheet*

- ✓ Provide litter receptacles near lakes.
- ✓ Cover litter receptacles and clean out frequently to prevent leaking/spillage or overflow.

OPTIONAL:

- Post “No Littering” signs.

5. Controlling Erosion

- ✓ Maintain vegetative cover on banks to prevent soil erosion. Apply mulch or leave clippings to serve as additional cover for soil stabilization and to reduce the velocity of storm water runoff.
- ✓ Areas should be designed (sloped) to prevent runoff and erosion and to promote better irrigation practices.
- ✓ Provide energy dissipaters (e.g. riprap) along banks to minimize potential for erosion.
- ✓ Confine excavated materials to pervious surfaces away from lakes. Material must be covered if rain is expected.

6. Controlling Illegal Dumping

Illegally dumped wastes can cause storm water and lake water quality problems. Non-hazardous solid wastes may include garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes and other discarded solid or semi-solid waste provided that such wastes do not contain wastes which must be managed as hazardous wastes, or wastes which contain soluble pollutants in concentration which exceed applicable water quality objectives or could cause degradation of waters of the state.

Field Investigation

- ✓ Report prohibited discharges such as dumping observed during the course of normal daily activities so they can be investigated, contained and cleaned up.
- ✓ Conduct field investigations to detect and eliminate improper disposal of pollutants into the storm drain (i.e. identify problem areas where discharges or illegal connections may occur and follow up stream to determine the source(s)).
- ✓ Report all observed illicit connections and discharges to the 24-hour water pollution problem reporting hotline (714) 567-6363.
- ✓ Encourage public reporting of improper waste disposal by distributing public education materials and advertising the 24-hour water pollution problem reporting hotline.

OPTIONAL:

- Post “No Dumping” signs in problem areas with a phone number for reporting dumping and disposal.

7. Bacteria Control

- ✓ Eliminate or reduce the feeding of waterfowl (i.e. ducks and geese).
- ✓ When feeding waterfowl, use food designated for waterfowl (no bread or crackers).

OPTIONAL:

- Place signage by lake with the above recommendations (see attached example)

8. Monitoring

OPTIONAL:

- Monitor fecal coliform.
- Monitor nutrient levels of both the water body and the soil.
- Monitor all trace metals found present in the soil and the water.

LIMITATIONS:

Alternative pest/weed controls may not be available, suitable, or effective in every case. Clean-up activities may create a slight disturbance for local aquatic species. If the lake is recognized as a wetland, many activities, including maintenance, may be subject to regulation and permitting.

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California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. July 1993.

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County of Orange Environmental Resource Department.

APPENDIX B LANDSCAPE MAINTENANCE MODEL PROCEDURES



FP-2

LANDSCAPE MAINTENANCE

The model procedures described below focus on minimizing the discharge of pesticides and fertilizers, landscape waste, trash, debris, and other pollutants to the storm drain system and receiving waters. Landscape maintenance practices may involve one or more of the following activities:

9. Mowing, Trimming/Weeding, and Planting
10. Irrigation
11. Fertilizer and Pesticide Management
12. Managing Landscape Waste
13. Erosion Control

POLLUTION PREVENTION:

Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for landscape maintenance include:

- Implement an integrated pest management (IPM) program. IPM is a sustainable approach to managing pests by combining biological, cultural, physical, and chemical tools.
- Choose low water using flowers, trees, shrubs, and groundcover.
- Appropriate maintenance (i.e. properly timed fertilizing, weeding, pest control, and pruning) will preserve the landscapes water efficiency.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. Mowing, Trimming/Weeding, and Planting

- Mowing, Trimming/Weeding**
- ✓ Whenever possible, use mechanical methods of vegetation removal rather than applying herbicides. Use hand weeding where practical.
 - ✓ When conducting mechanical or manual weed control, avoid

loosening the soil, which could erode into streams or storm drains.

- ✓ Use coarse textured mulches or geotextiles to suppress weed growth and reduce the use of herbicides.
- ✓ Do not blow or rake leaves, etc. into the street or place yard waste in gutters or on dirt shoulders. Sweep up any leaves, litter or residue in gutters or on street.
- ✓ Collect lawn and garden clippings, pruning waste, tree trimmings, and weeds. Chip if necessary, and compost or dispose of at a landfill (see waste management section of this procedure sheet).
- ✓ Place temporarily stockpiled material away from watercourses, and berm or cover stockpiles to prevent material releases to storm drains.

Planting

- ✓ Where feasible, retain and/or plant selected native vegetation whose features are determined to be beneficial. Native vegetation usually requires less maintenance (e.g., irrigation, fertilizer) than planting ornamental vegetation.
- ✓ When planting or replanting consider using low water use groundcovers.

OPTIONAL:

- Careful soil mixing and layering techniques using a topsoil mix or composted organic material can be used as an effective measure to reduce herbicide use and watering.

2. Irrigation

- ✓ Utilize water delivery rates that do not exceed the infiltration rate of the soil.
- ✓ Use timers appropriately or a drip system to prevent runoff and then only irrigate as much as is needed.
- ✓ Inspect irrigation system periodically to ensure that the right amount of water is being applied and that excessive runoff is not occurring. Minimize excess watering, and repair leaks in the irrigation system as soon as they are observed.
- ✓ Where practical, use automatic timers to minimize runoff.
- ✓ Use popup sprinkler heads in areas with a lot of activity or where there is a chance the pipes may be broken. Consider the use of mechanisms that reduce water flow to sprinkler heads if broken.
- ✓ If re-claimed water is used for irrigation, ensure that there is no runoff from the landscaped area(s).
- ✓ If bailing of muddy water is required (e.g. when repairing a water line leak), do not put it in the storm drain; pour over landscaped areas.

3. Fertilizer and Pesticide Management

Usage

- ✓ Utilize a comprehensive management system that incorporates integrated pest management techniques.
- ✓ Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers and pesticides and training of applicators and pest control advisors.
- ✓ Educate and train employees on use of pesticides and in pesticide application techniques to prevent pollution.
- ✓ Pesticide application must be under the supervision of a California qualified pesticide applicator.
- ✓ When applicable use the least toxic pesticides that will do the job. Avoid use of copper-based pesticides if possible.
- ✓ Do not mix or prepare pesticides or fertilizers for application near storm drains.
- ✓ Prepare the minimum amount of pesticide needed for the job and use the lowest rate that will effectively control the pest.
- ✓ Employ techniques to minimize off-target application (e.g. spray drift) of pesticides, including consideration of alternative application techniques.
- ✓ Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- ✓ Periodically test soils for determining proper fertilizer use.
- ✓ Sweep pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water.
- ✓ Inspect pesticide/fertilizer equipment and transportation vehicles daily.

OPTIONAL:

- Work fertilizers into the soil rather than dumping or broadcasting them onto the surface.
- Use beneficial insects where possible to control pests (green lacewings, ladybugs, praying mantis, ground beetles, parasitic nematodes, trichogramma wasps, seedhead weevils, and spiders prey on detrimental pest species).
- Use slow release fertilizers whenever possible to minimize leaching.

Scheduling

- ✓ Do not use pesticides if rain is expected within 24 hours.
- ✓ Apply pesticides only when wind speeds are low (less than 5 mph).

Disposal

- ✓ Purchase only the amount of pesticide that you can reasonably use in a given time period (month or year depending on the product).
- ✓ Triple rinse containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste.

- ✓ Dispose of empty pesticide containers according to the instructions on the container label.

4. Managing Landscape Waste

Also see Waste Handling and Disposal procedure sheet

- ✓ Compost leaves, sticks, or other collected vegetation or dispose of at a permitted landfill. Do not dispose of collected vegetation into waterways or storm drainage systems.
- ✓ Place temporarily stockpiled material away from watercourses and storm drain inlets, and berm or cover stockpiles to prevent material releases to the storm drain system.
- ✓ Reduce the use of high nitrogen fertilizers that produce excess growth requiring more frequent mowing or trimming.
- ✓ Inspection of drainage facilities should be conducted to detect illegal dumping of clippings/cuttings in or near these facilities. Materials found should be picked up and properly disposed of.
- ✓ Landscape wastes in and around storm drain inlets should be avoided by either using bagging equipment or by manually picking up the material.

5. Erosion Control

Also see Waste Handling and Disposal Procedure sheet

- ✓ Maintain vegetative cover on medians and embankments to prevent soil erosion. Apply mulch or leave clippings to serve as additional cover for soil stabilization and to reduce the velocity of storm water runoff.
- ✓ Minimize the use of disking as a means of vegetation management because the practice may result in erodable barren soil.
- ✓ Confine excavated materials to pervious surfaces away from storm drain inlets, sidewalks, pavement, and ditches. Material must be covered if rain is expected.

LIMITATIONS:

Alternative pest/weed controls may not be available, suitable, or effective in every case.

REFERENCES:

California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. July 1993.

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Santa Clara Valley Urban Runoff Pollution Prevention Program. 1997 Urban Runoff Management Plan. September 1997, updated October 2000.

ATTACHMENT C
STAFFING PLAN

I. STAFFING PLAN

Respondents must identify all key staff members proposed to be assigned to the Contract if awarded to Respondent. Respondent shall provide the following information on each proposed staff member to be assigned to the Proposed Contract. Use additional sheets as needed.

Name	Classification	Year of Experience	Years with Company	Licenses and / or Certificates
Terence McNabb	Aquatic Biologist	35 years	49 years	Certified Lake Manager, Pest Control Advisor, QAL
Cody Appling	Regional Biologist	10 years	10 years	QAL
Kyle Langan	Aquatic Biologist	18 years	18 years	Certified Lake Manager

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Coordinator or designee.