

mb Marine Biochemists

A Division of Advantis Technologies
2940 B East La Jolla St. Anaheim, CA 92806
714/632-5253 Engineering #723928 www.marinebiochemists.com

PROPOSAL FOR LAKE MAINTENANCE AT ROEDING PARK

Marine Biochemists of California is a full range water management company that provides aquatic services for lakes, streams, ponds and aquascapes throughout the United States. Our parent company, Applied Biochemists, has been providing algacide and aquatic herbicide manufacturing, laboratory, and fieldwork for over forty years. Our professional staff of degreed biologists and chemists are ready to help clients develop and apply the best water management practices for their lakes.

Marine Biochemists and Applied Biochemists are subsidiaries of Advantis Technologies, a division of Rockwood Specialties Inc. Rockwood Specialties Inc. is a leader in specialty chemical manufacturing throughout the world with over than 3 billion in annual sales.

Marine Biochemists provides a complete in-house service center for you in the management of your lake. Services include plumping and electrical system repairs, pump and motor repair or replacement, automatic water fill repairs and installation, dredging, aeration programs and containment repair or restoration. Our water management programs are designed to enhance the appearance and quality of the pond by degreed chemists and biologists specializing in water quality enhancement.

Marine Biochemists is licensed by the State of California as a General Engineering Contractor (#723928) and bonded by Surety Co. of the Pacific. Additional company licenses held include Pest Control Advisor (#04777) and Qualified Applicator License. Professional affiliations include membership in the North American Lake Management Society, APMS (Aquatic Plant Management Society), Western Aquatic Plant Management Society, and California lake Management Society.

Our western regional office is located in Anaheim and a service outlet is located in Fresno, CA. For more information on Marine Biochemists you can contact our website at marinebiochemists.com

Service shall be provided to Roeding Park Lake on a weekly basis and includes the

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following:

Water Quality Monitoring:

The monitoring program will help determine changing pond conditions and provide rapid reaction to problems as they occur. Testing parameters will include lake temperatures, dissolved oxygen levels, total dissolved solids, nitrogen and phosphorus, algae and weed identification.

Algae and Aquatic Weed Control:

To prevent the build-up of nuisance growth an integrated management program consisting of biological, chemical and mechanical control will be utilized to control and limit excessive growth. A description of the program is provided under Scope of Services.

Nutrient Control:

To control excessive algae and weed growth we recommend nutrient control. The program will consist of bacterial products to promote the decomposition of bottom wastes and sludge material.

Aeration Systems:

The aeration system will be inspected for proper operation. It is understood that regular maintenance will be necessary for the systems to properly operate. During each service visit all systems will be inspected for proper mechanical operation.

Insect Control:

Marine Biochemists integrated pest management program shall control outbreaks of midges and or mosquitoes that occur as a result of water quality degradation. Proper numbers and species of fish will be recommended in efforts to promote biological remediation of any nuisance insect populations.

Beneficial Aquatic Plants:

Marine Biochemists will provide for control of excessive growths of submerged and floating aquatic vegetation as part of the monthly service fee.

Trash and Debris Removal from the Pond:

The monthly service fee does not include cleanup of lake trash and debris. Should you desire this service, the cost shall be billed at \$45.00/hr per person for debris removal and disposal.

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The program goals are to create and maintain good water quality, to promote a healthy biological balance, to maintain water clarity and to provide aesthetically pleasing aquatic surroundings for the patrons at Roeding Park.

Scope of Services:

1. **Algae and Aquatic Weed Control:** To provide you with the best control possible we will utilize an integrated management plan that will consist of biological, chemical and mechanical control. The main focus of our program will consist of utilizing naturally occurring bacteria and enzyme products to help break down organic wastes and compete with nutrients normally available for algae growth. Our regularly scheduled water quality monitoring program will be utilized to alert maintenance personnel to problems at the earliest possible time so they can react rapidly. In addition to bacteria and enzymes, physical removal will be utilized to remove unwanted plants or filamentous algae. Beneficial aquatic plants that can compete for nutrients with algae may be utilized upon agreement from the City. Should it be necessary to add an algaecide to control an algae bloom that results in excessive growth, we would use only EPA and CA registered products that would cause no harm to fish or beneficial aquatic plants.
2. To comply with the ponds intended use objectives as active ecological systems, Marine will treat the ponds with waste and sludge digesting microorganisms.
3. Marine will conduct water quality analysis monthly which will consist of pH, water temperatures, orthophosphate levels, nitrogen nitrate levels, total dissolved solids, dissolved oxygen and turbidity measurements. This report will be formatted into charts and graphs for long-term lake monitoring records. Quarterly and Annual reports will be submitted to the City. Monthly reports of results will be submitted upon request.
4. Marine will identify all vascular aquatic plants and microscopic algae.
5. Marine will supply all necessary technical advice in providing maintenance for beneficial aquatic plants established in the pond. Plant costs for any additional species of aquatic plants requested for the pond are not included in the service costs and would be an additional cost based on types and numbers.
6. Marine will maintain water at the proper level from existing fill sources as long as

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they are available.

7. Marine shall monitor aeration systems, motor and pump operations making routine lubrications, filter cleanings and field repairs. The cost for parts for field repairs, removing and replacing pumps and electrical services are not included in the contract and would be billed to the City at time plus materials.
8. Each time an aeration system, pump or motor requires general or routine maintenance, a report will be submitted outlining the maintenance performed. If a pump or compressor requires removal, a report that will include the specific problem, date and time of notification, a recommended solution, approximate cost and a tentative schedule for repairs will be submitted. Approval will be received from the City before work begins.

Miscellaneous Services

1. Marine will meet with City's designated agent to discuss water management and maintenance procedures during scheduled service visits.
2. Marine will carry full insurance coverage during the terms of the contract.
3. Marine will assist the City in any NPDES permitting issues that occur during the course of pond maintenance. Any outside permitting costs or costs associated with permit development are the responsibility of the City.
4. Marine will provide two emergency calls per year at no charge to City. Each emergency call after the allotted number will be \$100.00 per hour for the first person and \$50.00 per hour for each additional person required.
5. Marine will alert City to any noted problems that could endanger patrons, residents or the ponds.

The conditions of the Service Agreement:

The Contractor (Marine Biochemists) shall be the sole party to apply aquatic materials to the water. The contractor shall be notified immediately upon any change or condition in the body of water that substantially affects the quality, gallonage or intended use of the water. All costs of vandalism to the water or equipment associated therein are not the

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responsibility of the Contractor. It is specifically understood that the contractor shall not be liable for any personal injury and/or property damage resulting from drinking, use or exposure to the waters unless caused by the negligence or willful or reckless misconduct of the Contractor.

Contract Costs:

Marine Biochemists will provide service to Roeding Park Lake on a once per week basis. The cost to provide service shall be \$1550.00 per month and terms of payment are 30 days net. All costs for nuisance aquatic weed, algae, and mosquito control are included in the monthly service costs.

Marine will respond to any and all trouble calls either via telephone, e-mail, fax, in writing or in person within twenty-four hours of the report. This agreement is for a twelve-month period and can be cancelled by either party with a 30 day written cancellation notice.

Customer Authorization

A: Customer represents and warrants that this agreement has been duly authorized by the customer, and that the person(s) executing this agreement have the authority to execute this agreement on the Customer's behalf.

B: This agreement is binding upon the parties hereto, their successors and representatives, but shall not be assigned without the prior written consent of the other party. This Agreement shall be amended only in writing and assigned by the authorized parties. If any provisions of this Agreement shall be deemed unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the balance of the Agreement shall remain in full force and effect. California law shall govern the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this:

_____ 1-30-08 _____ Date
CUSTOMER (City of Fresno) by James W. Allen
Authorized Signature
MARINE BIOCHEMISTS by Mike Langley
Authorized Signature

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Requested Start Date for Service: _____ 2-1-08