



REQUEST FOR PROPOSAL

City of Dublin, Ohio
Division of Public Service

2022 Pond Maintenance

A. INTRODUCTION

1. General Information

The City of Dublin, Ohio (City) is requesting proposals from qualified service providers for the pond maintenance in various locations within the City of Dublin.

The length of the contract shall be a one (1) year contract with the right to renew for three (3) successive one (1) year agreements. Renewal for each successive one (1) year term shall be based on acceptable contract performance under the terms of the contract. Such determination shall be conducted no later than 30 days prior to the end of the contract term, at which time the City will notify the contractor(s) of its intent to renew.

B. SCOPE OF WORK AND SERVICES

1. Technical Specifications/Map

In accordance with technical specifications the successful service provider will provide all services, labor, and materials necessary required for the pond maintenance in reference to the locations included on the maps.

C. PROPOSAL SUBMITTALS

1. Deadline

- a. **Proposals should be submitted (2) hard copies OR one (1) digital copy in PDF format to the following address no later than 2:00 PM EST on February 28, 2022. Proposers should submit their proposal to:**

**City of Dublin Division of Public Service
Attention: Chris Nicol
6555 Shier Rings Road
Dublin, Ohio 43016
Or
cnicol@dublin.oh.us**

- b. Proposals should be marked on the outside or subject line, "RFP – 2022 Pond Maintenance." Proposals delivered after the time and date set for receipt of proposals shall not be accepted and will be returned unopened to the Proposer. It is the Proposer's

responsibility to ensure timely delivery of their proposal. Weather, flight delays, carrier errors, and/or other acts are risks borne by the Proposer and will not be exempted from deadline requirements. Telephone or facsimile proposals will not be accepted.

3. Questions and Communication

- a. This RFP is being issued by the City of Dublin Division of Public Service. Please direct all questions or request for clarification of this RFP via email only to cnicol@dublin.oh.us.

4. Selection Process

- a. The City reserves the right to select one or more preferred Contractor(s) and/or reject any or all proposals, or any parts thereof, waive informalities, negotiate terms and conditions, and to select Contractor(s) that best meet the needs of the City.

PROFESSIONAL SERVICES AGREEMENT
2022 Pond Maintenance

This Services Agreement ("Agreement") is made and entered into and effective on this ____ day of ____, 2022 ("Effective Date") by and between the City of Dublin, Ohio ("Dublin"), an Ohio Municipal Corporation, with offices located at 5555 Perimeter Drive, Dublin, Ohio 43017 and _____ ("Service Provider"), with an office and principal place of business located at _____ (Address).

Recitals

WHEREAS, Dublin desires to engage Service Provider to perform the services as more fully described in the attached Exhibit A (the "Services"); and Exhibit B (the "Maps").

WHEREAS, Service Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

Provisions

I. Performance of the Services. Service Provider shall:

- A. Perform the Services as set forth in Exhibit A and in designated areas Exhibit B.
- B. Complete, sign and return the Ohio Public Employees Retirement System ("OPERS") Independent Contractor Acknowledgement form.
- C. Give prompt notice to Dublin should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.
- D. Remit to Dublin after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials. Service Provider shall be entitled to retain copies for the Service Provider's files.

II. Obligations of Dublin. Dublin shall:

- A. Assist the Service Provider by placing at its disposal all available information pertinent to the Services for the project.
- B. Use its best efforts to secure release of other data applicable to the project held by others.
- C. Make all necessary provisions to enter upon public and private property as required to perform the Services.
- D. Give prompt notice to the Service Provider should Dublin observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

III. Term and Termination. The Agreement shall commence on ____ day of _____, 2022 and shall terminate on the _____ day of _____, 2022. Dublin shall also have the option to extend the Agreement for up to three (3) additional one-year terms. Dublin may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Dublin prior to its natural expiration, Service Provider shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.

IV. Payment.

- A. Service Provider shall be compensated in an amount not to exceed _____.
- B. The Service Provider shall invoice Dublin monthly for services rendered through the previous month and Dublin agrees to pay within thirty (30) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of hours worked by each individual working on the project with a description of work performed, as well as an itemization of all reimbursable expenses which must be documented with copies of receipts whenever possible. All invoices must include the contract number and the purchase order number of this contract which is located in the upper right-hand corner of the first page of this document. Invoices must also include information describing the percentage of each phase of the work, which has been completed, and a summary of billings and payments made to date.

V. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Dublin. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Dublin

of a partnership, association, or joint venture. Further, the parties acknowledge that Service Provider is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on Dublin's payroll; is required to provide his or her own supplies and equipment; and is not controlled or supervised by Dublin personnel as to the manner of work.

VI. Indemnification.

- A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify and save Dublin, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by the Service Provider or its employees.
- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless Dublin, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Service Provider, any sub-consultant(s) of the Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

VII. Insurance.

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect himself from any claim arising out of the performance of professional services and caused by negligent acts, omissions or negligent acts for which the Service Provider may be legally negligent. The Service Provider shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.
- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any

person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.

- C. The Service Provider shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- D. The Service Provider shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).
- E. Dublin shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.
- F. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, Dublin prior to the start of work on the project and before Dublin is obligated to make any payments to the Service Provider for the work performed under the provision of this contract. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of Dublin is an "Additional Insured".

VIII. Employee Documentation

- A. Service Provider guarantees that the individuals employed by the Service working on this project are authorized to work in the United States. The Service Provider will upon demand provide Dublin with appropriate documentation (Form I-9) for any Service Provider employee performing services for Dublin.
- B. The Service Provider agrees to indemnify Dublin in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes.

Service Provider has the following identification number for income tax purposes:
_____.

- A. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.
- B. Dublin represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of Chapter 35 of the Codified Ordinances of Dublin, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.
- D. The Service Provider shall receive Internal Revenue Service form 1099 from Dublin for income tax reporting purposes.

X. Assignment. Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

XI. Entire Agreement / Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio.

XII. Discrimination.

- A. No discrimination for reason of race, color, national origin, religion, sex, genetic information, pregnancy, age, ancestry, military status, sexual orientation, gender identity, marital status, veteran's status, or disability shall be permitted or authorized by Dublin and/or Service Provider in connection with the Services.
- B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

XIII. Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation, or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents, or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Franklin County, Ohio.

XIV. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XV. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[Signatures appear on following page]

BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED THAT THE CITY OF DUBLIN, OHIO HAS CLASSIFIED YOU AS AN INDEPENDENT CONTRACTOR AND THAT YOU HAVE BEEN ADVISED THAT CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON YOUR BEHALF FOR THESE SERVICES.

FURTHER, BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT THE CITY OF DUBLIN, OHIO HAS IN NO WAY LIMITED OR RESTRICTED YOUR RIGHT TO PROVIDE THE AGREED-TO SERVICES TO THE GENERAL PUBLIC AND THAT YOU REGULARLY PROVIDE SUCH SERVICES TO THE GENERAL PUBLIC.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2022.

CITY OF DUBLIN, OHIO

BY: _____ Date _____
Jason R. Anderson
Director of Parks Operations

BY: _____ Date _____
Robert Ranc
Deputy City Manager/Chief Operations Officer

BY: _____ Date _____
Dana L. McDaniel, City Manager

VENDOR

BY: _____ Date _____

ITS: _____

Approved as to form:

Jennifer D. Readler, Law Director

Date

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated (Parks Operations Budget 10140430 713005) or authorized for such purpose and are free from any obligation now outstanding

Matthew Stiffler/ Interim Director of Finance

Date

TECHNICAL SPECIFICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions including General and Supplementary Conditions and Specification Sections apply to this Section.
 - 1. Aerial images included in this document (Appendix A) should only be used for assistance with locating general areas of responsibility that are relevant. Stated sizes are not necessarily accurate. Service Providers are encouraged to visit all sites and take measurements for bidding purposes.
 - a. Surface and subsurface aerators that appear visible in aerial images (Appendix A) may or may not be present at those locations.

1.2 SUMMARY

- A. Section Includes:
 - 1. Shading Products
 - 2. Pesticide Application

1.3 DEFINITIONS

- A. Integrated Pest Management: The judicious use and integration of various pest control tactics of the associated environment of the pest in ways that complement and facilitate the biological and other natural controls of pests to meet esthetic, economic, and public health goals.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes herbicides and algacides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include unwanted plants (weeds) and fungi.

1.4 SUBMITTALS

- B. Integrated Pest Management Plan: Including
 - 1. Vegetation management strategies
 - 2. Proposed alternatives to pesticides
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- C. Product Data: For each type of product indicated.
 - 1. Pesticides, Herbicides, and Dyes: Include product label and manufacturer's application instructions specific to each product.
 - 2. The City of Dublin representative must approve all products prior to use.
- D. Qualification Data: For qualified Service Provider.
- E. OSHA Reportable Injuries: Any injuries occurring on City property that would normally be logged by service provider for federal Occupational, Safety, and Health Administration compliance reasons shall promptly be reported, with as much detail as would be reasonably expected to the City representative.
- F. Pesticide application records will be maintained in accordance with State of Ohio requirements. In addition, the City of Dublin requires pond dye applications be documented on application records. A copy of the pond treatment records shall be forwarded to the City representative within 48 hours of each application. The applicators license number must accompany each application record.
- G. Service Provider must comply with the City of Dublin's National Pollution Discharge Elimination System (NPDES) requirement. The Provider is required to submit a Chemical Usage Report to the City of Dublin that identifies, by location, all products applied as part of the project and the total quantities used. This report is due to the City representative no later than December 1, 2022.

1.5 QUALITY ASSURANCE

- A. Service Provider Qualifications: A qualified service provider whose work has resulted in successful control of undesirable surface and subsurface aquatic vegetation.
 - 1. Professional Membership: Service Provider shall be a member in good standing of either the North American Lake Management Society or the Ohio Lake Management Society.
 - 2. Experience: Five years' experience in aquatic pest management.
 - 3. Service Provider's Field Supervision: Service Provider will maintain an experienced full-time supervisor when work is in progress.
 - 4. Maintenance Proximity: Not more than two hours' normal travel time from Installer's place of business to Project site.
 - 5. Pesticide Applicator: State of Ohio licensed, Commercial.
 - a. Categories CORE and 3a
 - B. Pre-execution Conference: Conduct conference prior to execution of maintenance activities.
 - C. Service Provider vehicles or other equipment used to apply chemicals to ponds shall have the Provider's name and/or logo clearly displayed. All
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vehicles and/or equipment must display a functioning beacon light while operating off of roadways in project areas.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Bulk Materials: City will not provide any storage facilities for Service Provider's use.

1.7 PROJECT CONDITIONS

- A. The sites to be maintained under the provisions of this Agreement will be examined by the Service Provider prior to submitting a bid.
 - B. Field Measurements: The Service Provider shall verify actual dimensions by field measurements before proceeding with maintenance work.
 - C. Weather Limitations: Proceed with maintenance only when weather conditions permit maintenance to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions. Promptly notify City representative of any weather related delays on the day of the delay.
 - D. Coordination:
 - 1. The Service Provider recognizes that, during the course of this Agreement, other activities and operations may be conducted by City work forces and/or other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Service Provider may be required to modify or curtail certain functions of its operations and shall promptly comply with any request therefore by the City representative. To the extent that any such modifications may alter the specifications in the agreement, the City will evaluate the need to amend the agreement.
 - 2. The Service Provider shall protect turf areas and repair any damage caused by maintenance operations.
 - 3. The Service Provider shall take adequate measures to insure that their operations do not harm any existing underground facilities.
 - 4. Work Within the Road Right-of-Way:
 - a. The Service Provider shall perform the required work with the least inconvenience to, and the maximum safety of, the Service Provider and the traveling public.
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- b. The Service Provider shall adhere to the requirements for maintaining traffic as indicated in the "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways," and the City of Dublin Work zone Traffic Control Program, latest revision(s). In addition, all personnel must wear appropriate clothing such as yellow or orange safety vests or shirts with safety reflective materials.
 - 1) Barricades and Warning Signs. The Service Provider will be required to provide, erect, maintain (in proper position, clean, legible and good working condition) and remove all lights, signs, barricades and all other traffic control devices necessary to the maintenance of traffic. All traffic control devices shall conform to the latest revision of the OMUTCD for Streets and Highways as amended, as required under Ohio Revised Code Section 4511.11.
 - 2) Street Lane Closure:
 - a) The Service Provider shall notify the City Representative no fewer than two (2) days in advance of proposed street lane closure by itself or its subcontractor. Street lane closures are only permitted between the hours of 09:00 am and 03:00 pm.
 - b) The Service Provider or its subcontractor shall not proceed with street lane closure without City representative written permission.
 - H. The Service Provider shall be responsible at all times to conduct the work and keep the work site in compliance with Federal, State and Local safety laws and regulations, including, but not limited to Occupational Safety and Health Administration (OSHA) requirements. The Service Provider shall have a competent site supervisor and possess proper employee safety and health policies.
 - I. The City shall have the right to suspend the operations of the Service Provider and/or its subcontractors if a serious safety violation is discovered.
 - J. All work must be performed between the hours of 8:00 am and 8:00 pm and be in compliance with all applicable ordinances. Work is to be scheduled to be completed Monday through Friday. Work may be performed on Saturday and Sunday if caused by weather or Holiday delays.
 - K. None of the provisions of the agreement or specification are intended to nor shall be construed to create any duty or responsibility on the City of Dublin to provide or enforce safety requirements for the Service Provider. The duty, responsibility, and liability for safety shall remain with the Service Provider. Any failure of the City to suspend work or detect violation of any Local, State or Federal safety standard or
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regulation shall in no case relieve the Service Provider of Service Provider's safety responsibilities.

- L. Responsibility for Damage Claims. The Service Provider shall hold harmless the City of Dublin and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement on account of any act or omission by the Service Provider, or its agents. The Service Provider shall pay any judgment obtained or growing out of such claims or suits.

1.3 DAMAGE CAUSED BY SERVICE PROVIDER

- A. Any damage to either City or private property, which was caused by the Service Provider or its subcontractors, shall be repaired or replaced at the Service Provider's expense and to the City's satisfaction. Damages may be the result of, but not limited to:
 - 1. Vehicle or equipment damage to trees, shrubs, turf and sprinklers.
 - 2. Chemical overspray, leaching, or lack of chemical control.
 - 3. Fish kill as a direct result of Service Provider negligence.
- B. All repairs or replacements shall be completed in accordance with the following maintenance practices:
 - 1. Chemicals - All plant damage resulting from chemical application, either spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices and the soil reconditioned to ensure its ability to support plant life.
 - 2. Irrigation Parts – All Irrigation parts shall be repaired and replaced with same brand of like type and kind as approved by the City representative.

1.4 FAILURE TO PERFORM

- A. In the event the Service Provider for any reason fails to perform according to the conditions of the agreement, the Service Provider must remedy any failure of compliance with the agreement within twenty-four (24) hours of written notification delivered by electronic mail. In the event the Service Provider fails to correct the problem with work quality or completeness within twenty-four (24) hours of notification, the City reserves the right to arrange for the immediate provision of services described by these specifications. Such cost of interim service will be deducted from the amount owed to the Service Provider and used to provide the funds needed to cover the costs of these services. **The City of Dublin will not pay for work not completed by the Service Provider.**
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- B. Thirty days from the expiration of the agreement, the City representative may deem it necessary to conduct an exit inspection to assure all sites within the agreement are satisfactory and per specifications. The service provider will be held financially accountable with deduction in payment or withholding of payment if specified sites are not ready to turn over in a satisfactory condition.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Use of products that prohibit swimming, wading, fishing, and/or require pond entry to be limited or restricted is prohibited.
- B. Use of products that restrict or eliminate the use of water from ponds for the purpose of irrigation is prohibited.

2.2 PESTICIDES

- A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.
- C. Generally, only 1/4 to 1/3 of the surface area of a body of water should be treated at a time to protect fish populations.

2.3 SHADING PRODUCTS

- A. General: Shading products work by reducing the amount of light available to aquatic plants.
- B. Dye: Black pigment dyes that absorb sunlight and prevent light penetration
 - 1. Concentration of dye will be sufficient to maintain effectiveness. Reapplication after rain events may be necessary.

PART 3 - EXECUTION

3.1 EXTENT OF WORK

- A. The services provided to the City by the Service Provider must include, but will not be limited to the following within the project areas: Control of industry common undesirable aquatic surface (algae) and subsurface vegetation; trash and debris control; immediate reporting of vandalism and/or safety hazards to City
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representative; and related Integrated Pest Management (IPM) methods and practices. It will be the Service Provider's responsibility, without further direction from the City, to meet all requirements in the agreement.

3.2 FREQUENCY OF MAINTENANCE / SCHEDULE

- A. Begin maintenance immediately upon execution of agreement. Inspect all areas routinely from April 1, 2022 to October 31, 2022 for compliance with specifications and perform needed maintenance promptly.

3.3 EXAMINATION

- A. The Service Provider is responsible for inspecting the entire agreement area for compliance with requirements and other conditions affecting performance as set forth in this Agreement. Frequency of inspections shall not be greater than once every two weeks during agreement period.

3.4 PREPARATION

- A. The Service Provider shall protect persons, pedestrians, structures, utilities, sidewalks, pavements, and other facilities, turf, trees, shrubs, and plantings from damage caused by maintenance operations.
- B. The Service Provider shall protect adjacent and adjoining areas from pesticide overspray.

3.5 POLICING:

- A. The Service Provider shall police all maintained areas each time a site is serviced. Policing includes removal of tree limbs, paper, trash, cigarette butts, garbage, or other debris present on the surface of the pond or on the sloped bank adjacent to the pond. Collected debris shall be promptly removed from City property and legally disposed of.

3.6 CHEMICAL CONTROL

- A. Apply herbicides or algaecides and other chemical products and biological control agents only as necessary and in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with City's operations and others in proximity to the Work. Notify City representative before each application is performed.
 - B. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.
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- C. Generally, only 1/4 to 1/3 of the surface area of the water should be treated at a time in accordance with established practices as to not harm fish populations.

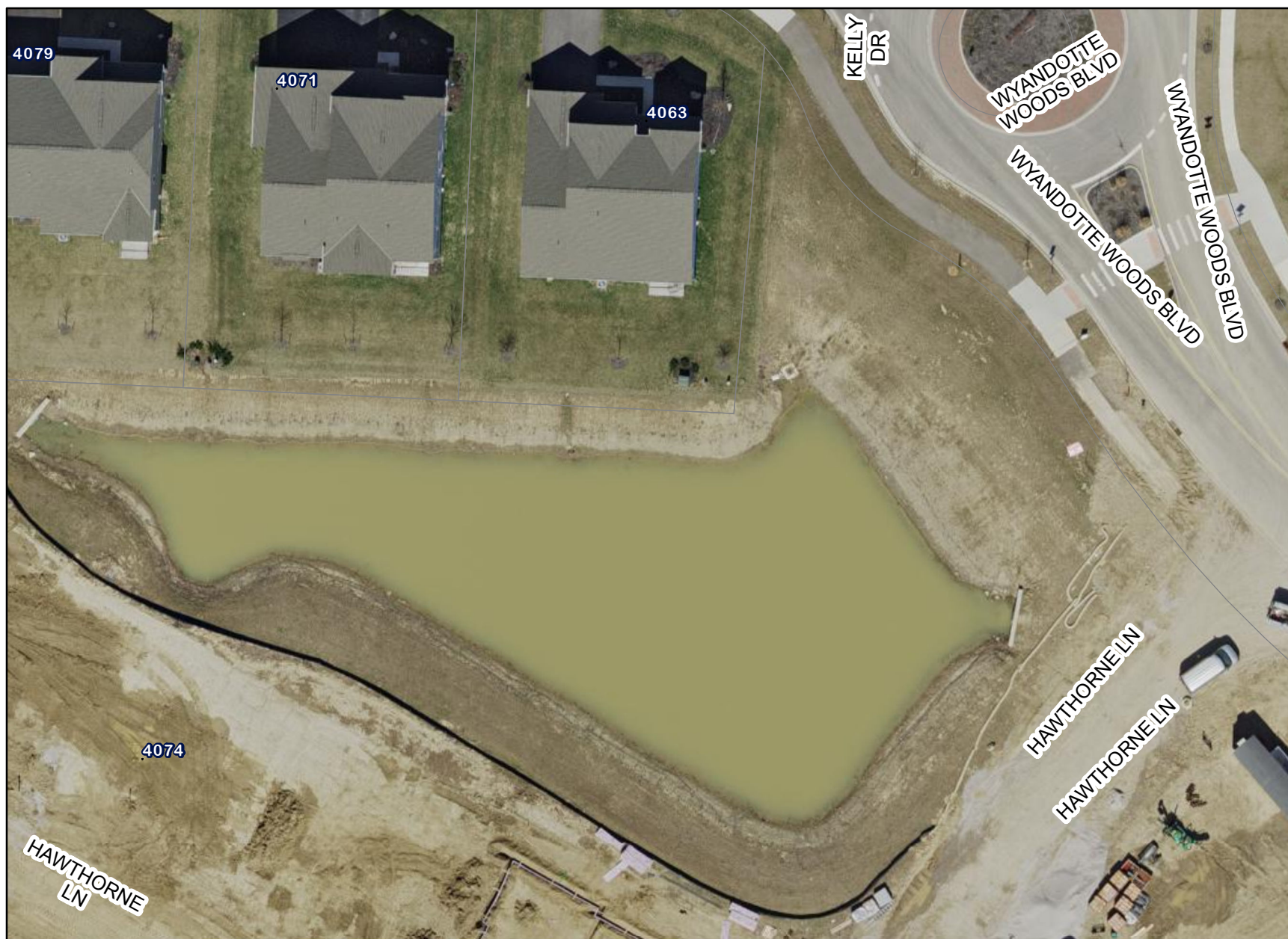
3.7 CLEANUP AND PROTECTION

- A. During maintenance, keep adjacent paving clean and work area in an orderly condition.
- B. Protect plants and turf from damage due to Service Provider operations. Maintain protection during maintenance period. Treat, repair, or replace damaged plants or turf resulting from Service Provider operations.
- C. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

PART 2 - END OF SECTION

MAPS

4050 Hawthorne Lane



Pond Surface Acres: 0.35 Average Depth: 4.5 ft. Acre Feet: 1.56



5940 INNOVATION CT



Pond Surface Acres: 0.6 Average Depth: 6.0 Acre Feet: 3.62

0 50 100
Feet



6470 POST RD



Pond Surface Acres: 0.46 Average Depth: 7.28 Acre Feet:: 3.32

0 100 200 300 Feet

N



Woolpert, Inc.

7145 SPRINGVIEW LN



Woolpert, Inc.

Pond Surface Acres: 0.3 Average Depth: 3.89 Acre Feet: 1.16

0 50 100 150 Feet



AVERY-MUIRFIELD DR and US 33



North Pond Surface Acres: 0.62 Average Depth: 7.66 Acre Feet: 4.74 (used for irrigation)
South Pond Surface Acres: 0.88 Average Depth: 9.69 Acre Feet: 8.48 (used for irrigation)



AVERY RD and BRAND RD



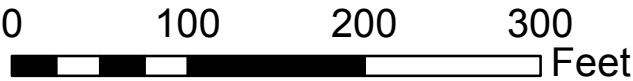
0 100 200 300 Feet



BELVEDERE GREEN BLVD



North Pond Surface Acres: 1.23 Average Depth: 4.6 Acre Feet: 5.66
South Pond Surface Acres: 1.98 Average Depth: 4.29 Acre Feet: 8.51



TULLYMORE DR and CARAWAY AVE



Pond Surface Acres: 1.92 Average Depth: 4.9 Acre Feet: 9.39

0 50 100 150
Feet



CRAMER'S CROSSING DR and STOCKTON WAY



Pond Surface Acres: 1.95 Average Depth: 6.4 Acre Feet: 12.5

0 50 100 150
Feet



6565 COMMERCE PKWY



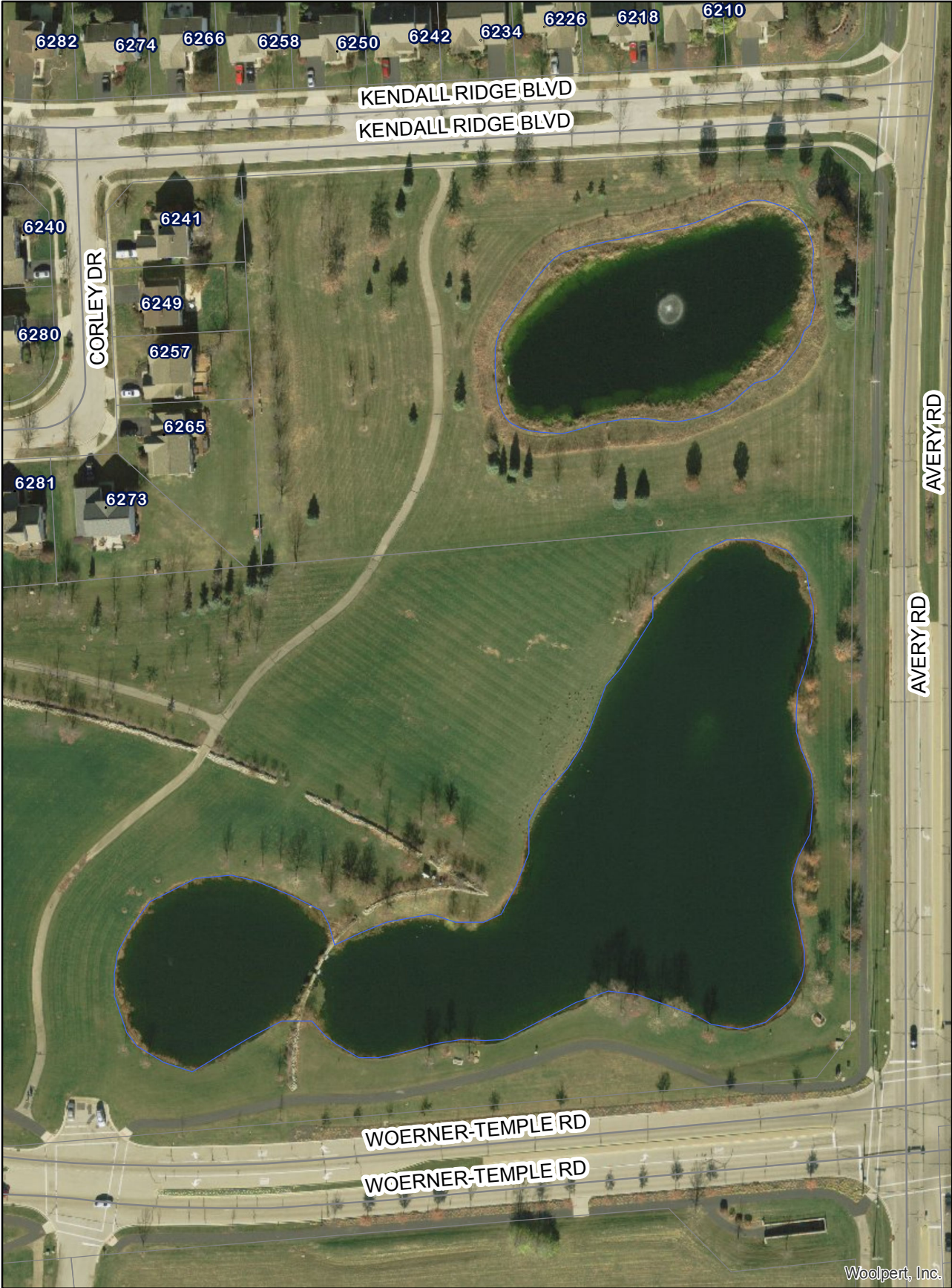
North Pond Surface Acres: 0.47 Average Depth: 5.88 Acre Feet: 2.76 (used for irrigation)
South Pond Surface Acres: 0.34 Average Depth: 5.33 Acre Feet: 1.84 (used for irrigation)

0 100 200 300 Feet

N



6225 KENDALL RIDGE BLVD



North Pond Surface Acres: 0.95 Average Depth: 6.23 Acre Feet: 5.93 (used for irrigation)
South Pond Surface Acres: 2.85 Average Depth: 5.97 Acre Feet: 17.02 (used for irrigation)



AVERY RD and MANTEO DR



Pond Surface Acres: 0.13 Average Depth: 3.96 Acre Feet: 0.52



MUIRFIELD DR and BRAND RD



West Pond Surface Acres: 0.54 Average Depth: 4.3 Acre Feet: 2.34
East Pond Surface Acres: 0.21 Average Depth: 0.95 Acre Feet: 4.57

0 50 100 150
Feet



WOERNER-TEMPLE RD and NORN ST

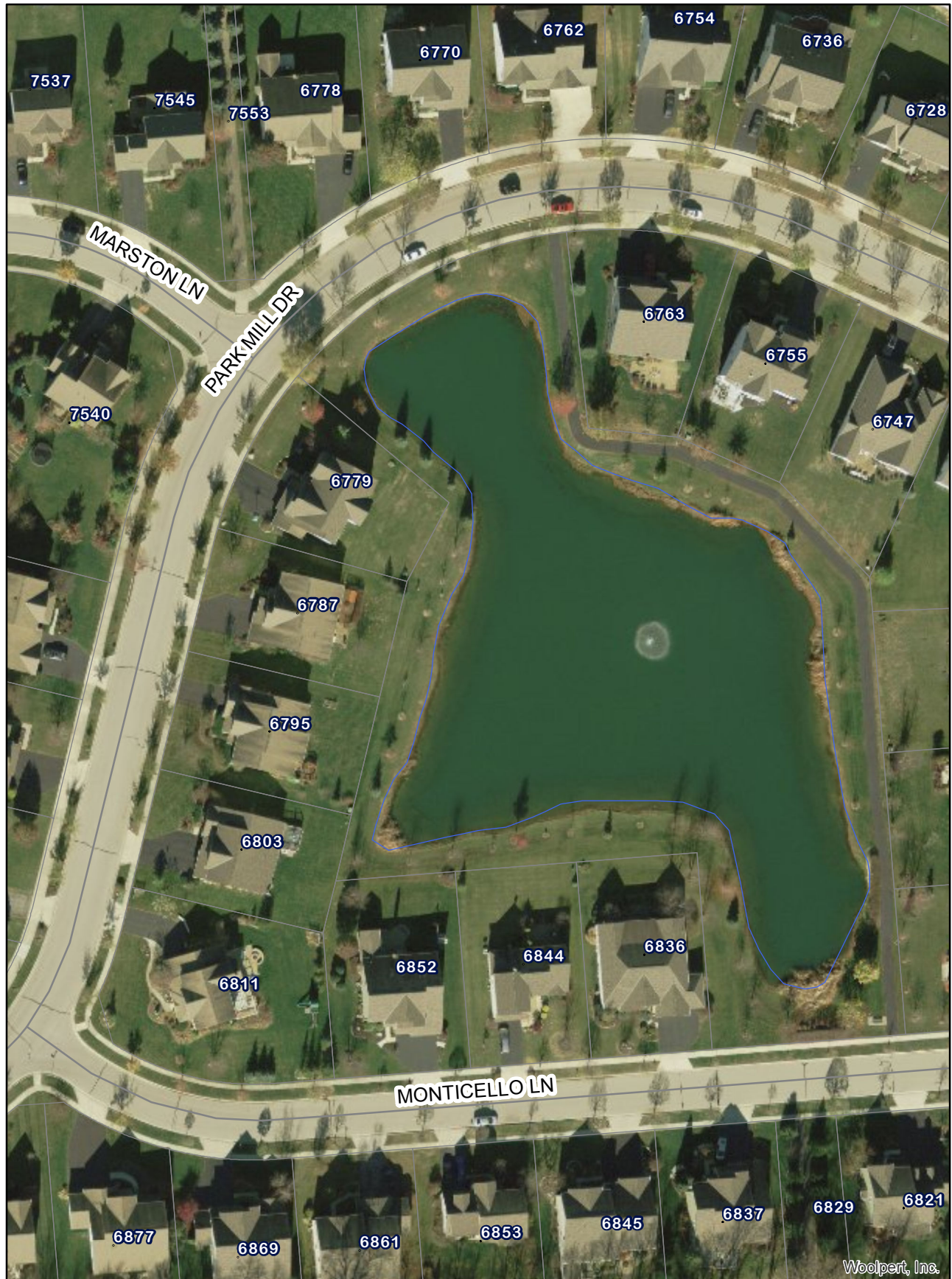


Pond Surface Acres: 0.49 Average Depth: 6.6 Acre Feet: 2.47

0 100 200 300 Feet



PARK MILL DR and MARSTON LN



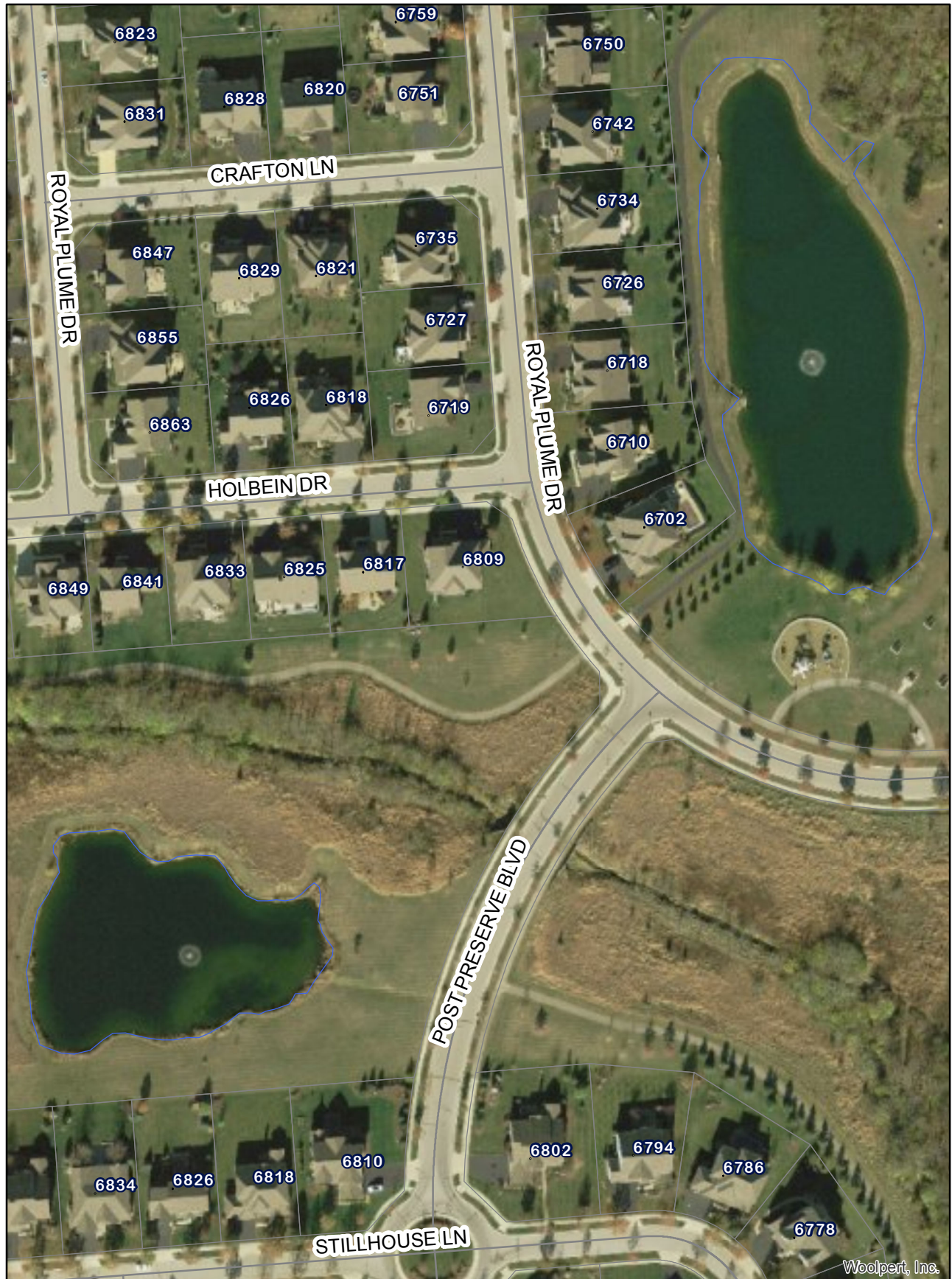
Pond Surface Acres: 1.68 Average Depth: 4.5 Acre Feet: 7.56



N



POST PRESERVE BLVD and ROYAL PLUME DR



North Pond Surface Acres: 2.14 Average Depth: 6.6 Acre Feet: 14.11
South Pond Surface Acres: 1.1 Average Depth: 7.4 Acre Feet: 8.17

0 100 200 300
Feet



SANDWICH CT

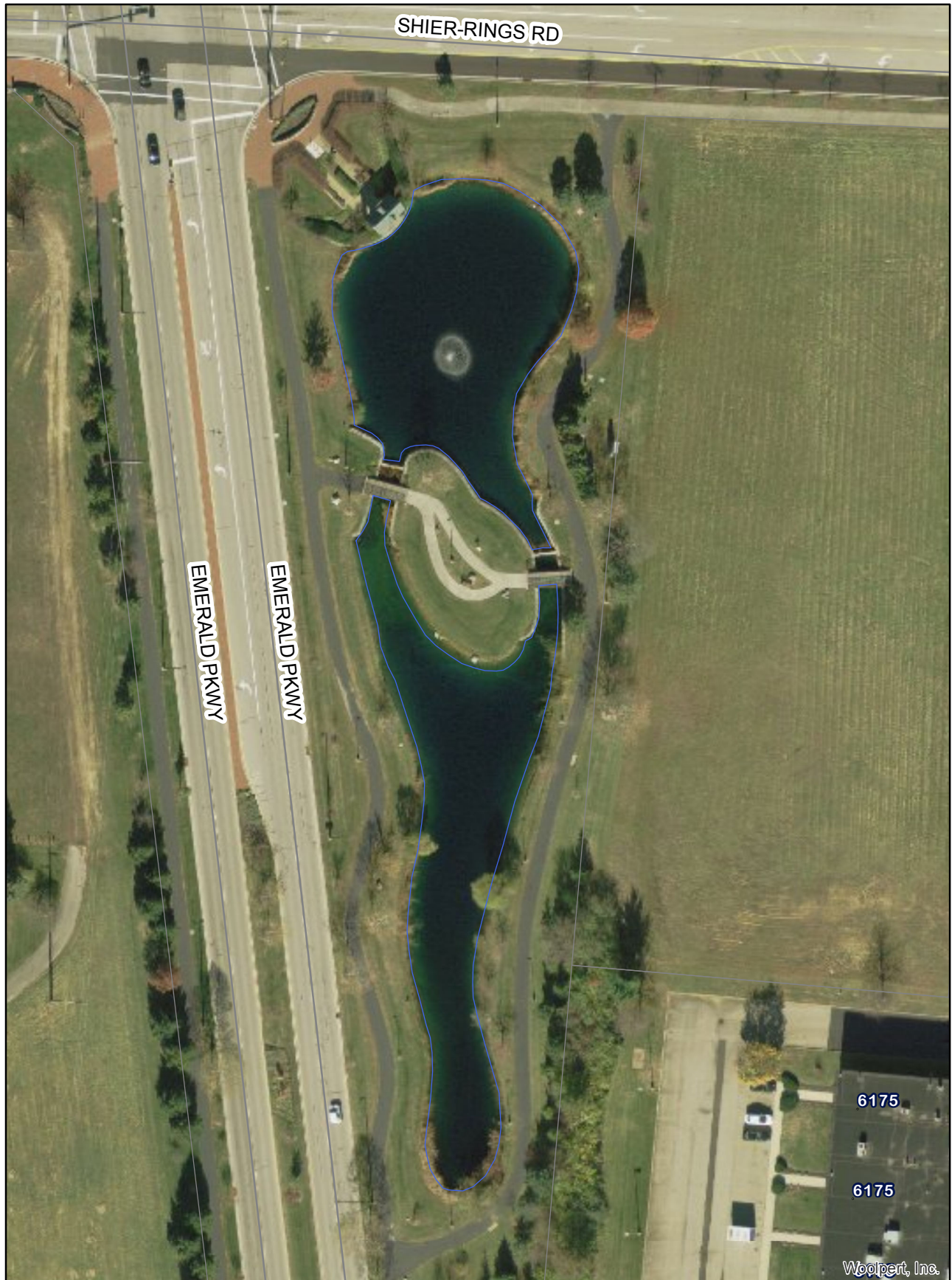


Pond Surface Acres: 0.22 Average Depth: 7.5 Acre Feet: 1.63

0 50 100 150 Feet



EMERALD PKWY and SHIER RINGS RD



Pond Surface Acres: 0.75 Average Depth: 5.78 Acre Feet: 4.34



N



SUMMIT VIEW RD and CONINE DR



Pond Surface Acres: 0.72 Average Depth: 8.7 Acre Feet: 6.29 (used for irrigation)

0 50 100 150 Feet



TULLYMORE DR and WAREHAM DR



West Pond Surface Acres: 0.71 Average Depth: 4.6 Acre Feet: 3.27
East Pond Surface Acres: 0.36 Average Depth: 4.16 Acre Feet: 1.5

0 50 100 150
Feet

