

**SECOND AMENDMENT  
TO  
MAINTENANCE SERVICES AGREEMENT  
[Maintenance Services for Eisenhower Park Lake & Stream]**

**THIS SECOND AMENDMENT TO MAINTENANCE SERVICES AGREEMENT** (the “Second Amendment”) is made and entered into as of \_\_\_\_\_, 2026 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and BIO AQUATICS LAKE MANAGEMENT LLC, a California limited liability company (“Contractor”), with reference to the following.

A. City and Contractor entered into a Maintenance Services Agreement (Agreement No.7745) dated as of June 25, 2024, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor amended the Original Agreement to extend an additional one year of the initial term of the Original Agreement and increase the compensation by a First Amendment to Maintenance Services Agreement (Agreement No.7745.1) dated June 10, 2025, which is incorporated herein by this reference (the “First Amendment”); and

C. City and Contractor desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement to extend an additional one year of the initial term of the Original Agreement and increase the compensation.

**NOW, THEREFORE**, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Contract.

Section 2. **Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3. **Revised Scope of Services.** The scope of services referenced in Exhibit A of the Original Agreement, is hereby amended, modified and supplemented to allow for contractor’s provision of an additional year of services per the at the annual rate established in the incorporated Exhibit B-2.

Section 4. **Term.** The City hereby amends Section 10 of the Original Agreement to extend the Term, commencing on July 1, 2026, and terminating on June 30, 2027.

Section 5. **Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.a of the Original Agreement is increased by THIRTY-EIGHT THOUSAND TWO HUNDRED DOLLARS and 00/100 (\$38,200.00). Section 2.b of the Original Agreement is increased by THREE THOUSAND EIGHT HUNDRED TWENTY DOLLARS and

00/100 (\$3,820.00) for additional contingencies. Sections 2.c is hereby amended in its entirety to read as follows:

“c. The total amount of compensation under this Agreement, including contingencies, shall not exceed ONE HUNDRED TWENTY THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS and 00/100 (\$120,175.00).”

Section 6.     **Authority of City Manager.** Pursuant to Section 3.08.430 of the Orange Municipal Code, the City Manager is authorized to approve and execute amendments to the Agreement to adjust the compensation as provided herein.

Section 7.     **Integration.** This Second Amendment amends, as set forth herein, the Original Contract and, except as specifically amended hereby, the Original Contract shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Original Contract, the terms and provisions of this Second Amendment shall control and govern the rights and obligations of the parties.

*[Remainder of page intentionally left blank; signatures on next page]*

IN WITNESS of this Contract, the parties enter into this Contract on the year and day first above written.

“CONTRACTOR”

“CITY”

BIO AQUATICS LAKE MANAGEMENT LLC,  
a California limited liability company

CITY OF ORANGE, a municipal corporation

\*By:   
Printed Name: Emilio Sanchez  
Title: CEO/ Owner

By: \_\_\_\_\_  
Jarad L. Hildenbrand, City Manager

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Nathalie Adourian, City Attorney

**\*NOTE:** *If CONTRACTOR is a corporation, the City requires the following signature(s):*  
-- *(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*  
-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

√ X

IN WITNESS of this Contract, the parties enter into this Contract on the year and day first above written.

“CONTRACTOR”

“CITY”

BIO AQUATICS LAKE MANAGEMENT LLC,  
a California limited liability company

CITY OF ORANGE, a municipal corporation

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Jarad L. Hildenbrand, City Manager

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nathalie Adourian, City Attorney

**\*NOTE:** *If CONTRACTOR is a corporation, the City requires the following signature(s):*  
-- *(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*  
-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

√ X

**EXHIBIT “B-2”**

**Schedule of Compensation for Second Extension (FY26-27)**

<b>Term Description</b>	<b>Base Fee</b>	<b>Contingency</b>	<b>Annual Total</b>
Year 1: 7/1/2024 through 6/30/2025 (Previously approved via Amendment No.1 - Listed for reference only)	\$ 34,650.00	\$ 3,465.00	\$ 38,115.00
Year 2: 7/1/2025 through 6/30/2026 (Previously approved via Amendment No.1 - Listed for reference only)	\$ 36,400.00	\$ 3,640.00	\$ 40,040.00
<b>Year 3: 7/1/2026 through 6/30/2027</b>	\$ 38,200.00	\$ 3,820.00	<b>\$ 42,020.00</b>
			Second Extension Not-to-exceed Subtotal = \$42,020.00

**Agreement Compensation Total = \$ 120,175.00**

NOTES:

Utilization of annual contingency amounts listed in this Exhibit may only be utilized if requested and subsequently authorized by City in advance, in writing.

Additional fee and scope clarification information as it applies to contractor's annual scope is provided on the following three pages of this Exhibit B-2.

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# Proposal



Bio Aquatics Lake Management LLC  
 3016 Everwood Dr.  
 Riverside, CA 92503  
 (714)467- 1741  
 bioaquaticsllc@gmail.com

Date	Proposal #
2/5/2026	266

Customer
Eisenhower Park City of Orange 2894 N Tustin St. Orange, CA 92865 PO#116057

Expiration Date
6/30/2026

Description	Qty	Rate	Total
Lake Maintenance of all the Water Features: Service Period July 1, 2026- June 30, 2027  Service Days: Twice a week: November 1 thru April 30 (Mondays and Friday) Three Times a week: May 1 thru October 31 ( Monday, Wednesday and Friday)  Check Aeration and aerators each visit.  Clean any trash and debris from lake and stream. Remove, clean and inspect the skimmer baskets.  Power wash all sidewalks, boulders, and hardscape adjacent to the lake one time per week  Treat lake for algae and weed control as needed.  All chemicals and dye provided by Bio Aquatics which are included in monthly pricing.  Fountain Install, Vacuum of intake screens or replacement, compressor rebuilds and replacements at an extra cost.  Any unsafe issues or concerns will be reported to the property management or main contact.  All labor cost is included in monthly dues.  If you agree to the terms outlined in this proposal, please sign below and return a copy to us. Signature _____	1	38,200.00	38,200.00

Thank you for Your business.	<b>Subtotal</b>	\$38,200.00
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$38,200.00



Service Period July 1, 2026 - June 30, 2027

Year-round maintenance shall include:

1. Trash and debris removal from the lake and stream. Trash and debris should be picked up and removed from the area. There shall be no blowing of debris into lake or stream. Large bricks, stones and other submerged foreign objects or debris that are visible from the sidewalk should be removed during this weekly maintenance.
2. Skimmer baskets shall be removed, inspected, cleaned, and correctly reinstalled. Missing or damaged skimmer baskets shall be reported as soon as discovered to the Parks Maintenance Supervisor.
3. Continual control, removal, and management of filamentous algae, and all other aquatic plant material.
4. Remove, trim, and maintain plant material along the stream and lake edges. Said maintenance is to include the regular trimming of the existing aquatic (Papyrus) plantings and weed removal and abatement within 5 feet of entire stream and lake edge.
5. Add Enviro-zyme and/or other biological agents as required each week to remove unwanted nutrients.
6. Maintain water quality of lake, stream, and feeder pond to be clear, free of excessive aquatic plant material, free of algae growth, free of excessive nitrates and other nutrients that negatively affect water quality, and free of trash and debris. Maintain healthy oxygen levels at all depths of the lake and stream.
7. Maintain lake ph. at 7.0.
8. Power wash all sidewalks, boulders, and hardscape adjacent to the lake one time per week to remove duck feces and other debris. Said power washing is to be accomplished using 'lake' water by means of a submersible water pump system. All power washing lake water is to be directed back into the lake. All pumping/washing equipment is to be provided by the contractor.



Monthly Maintenance (year-round): Work may occur Monday through Friday.

1. Power-wash the waterfall monthly during the first week of the month.
2. Remove and clean aerators.
3. Amend lake with biological agents as required to maintain water quality.
4. Papyrus plants along stream bed shall be trimmed and dead stalks removed, being careful not to damage new growth. Papyrus plants will be kept trimmed to ensure visibility through the park.
5. Remove all weeds, palm tree starts, and any other undesirable plant material within 5 feet from entire stream bed edge and all around lake edge.