

- **TO:** Mayor and Councilmembers
- **FROM:** Charles W. Ebeling, Public Works Director
- CONTACT: J. Paul Medel, Public Works Manager
- **SUBJECT:** Amendment No. 1 to General Services Agreement No. 2018-067 with Rich & Famous, Inc. dba Big Green Cleaning Company

RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 1 to General Services Agreement No. 2018-067 with Rich & Famous, Inc. dba Big Green Cleaning Company, to provide homeless camp cleanup services for city parks, open spaces and right of way, increasing the amount by \$30,000, for a total not to exceed amount of \$59,900.

BACKGROUND:

The City of Goleta has utilized Big Green Cleaning Company to provide a wide range of cleaning activities throughout the City. They generally provide cleaning of restrooms for JDW Park, Stow Park, and Amtrak station. One of the most important services they provide to the City is homeless encampment cleanups. These encampments can contain items such as rodents, fecal matter, hypodermic needles, potential for fires and many more items that the specially trained personnel of Big Green Cleaning Company will remove. This type of service is a valuable resource for the Neighborhood Services and Public Safety Department, including Sheriff and Fire Department services, and also provides a quick service response for the Community Resource Deputy.

DISCUSSION:

Big Green Cleaning Company is a local company that has experience providing homeless encampment cleanup services for the City. Neighborhood Services and Public Safety Department and the Public Works Department understand the importance of this service to Public Health and Safety. Staff have been happy with the services provided by Big Green Cleaning Company and would like to extend the terms of the General Services Agreement No. 2018-067 to continue to provide homeless and encampment cleanup services for the City.

FISCAL IMPACTS:

There is sufficient budget available in the FY 2019/20 adopted budget for the proposed Amendment No. 1 to General Services Agreement No. 2018-067 with Rich & Famous, Inc. dba Big Green Cleaning Company, to increase contract authority by \$30,000. Funding for this increase compensation is supported by General Fund and Solid Waste Fund. The budget account is reflected in the table below.

Funds		Account	Adopted Budget Amount	YTD Actual/Encumbrance	Available Budget
Genera	l Fund	101-5-5400- 403	\$315,067	\$262,549	\$52,518
Solid Fund	Waste	211-5-5900- 418	\$19,700	\$9,620	\$10,080

ALTERNATIVES:

The City Council may elect not to amend the agreement. This will delay and/or eliminate homeless camp cleanup contract services provided to the City for an extended period time.

Legal Review By:

Michael Jenkins

Approved By:

sere melit

Michelle Greene City Manager

ATTACHMENTS:

- 1. Amendment No.1 to General Services Agreement No. 2018-067 between the City of Goleta and Rich & Famous, Inc. dba Big Green Cleaning Company
- 2. General Services Agreement No. 2018-067 between the City of Goleta and Rich & Famous, Inc. dba Big Green Cleaning Company (available online only)

ATTACHMENT 1

Amendment No. 1 to General Services Agreement No. 2018-067 with Rich & Famous, Inc. dba Big Green Cleaning Company

AMENDMENT NO. 1 TO A GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF GOLETA AND RICH & FAMOUS, INC. dba BIG GREEN CLEANING COMPANY

This **Amendment No. 1** to a GENERAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **RICH & FAMOUS, INC. dba BIG GREEN CLEANING COMPANY** ("Service Provider"), a California Corporation dated August 7, 2018 ("Agreement," Agreement No. 2018-067) is made this 3rd day of March 2020.

RECITALS

WHEREAS, this Agreement is for homeless camp cleanup services; and

WHEREAS, the Agreement between City and Service Provider currently provides in Section 2 Subsection (a) for the total compensation amount not to exceed twenty-nine thousand, nine hundred dollars (\$29,900); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of thirty thousand dollars (\$30,000) for continued homeless camp cleanup services for City parks, open spaces and right-of-way; and

WHEREAS, the City Council approved this Amendment No. 1, on this 3rd day of March 2020.

AMENDED TERMS

Now therefore City and Service Provider agree as follows that the Agreement be, and hereby is, amended as follows:

1. Section 2 Subsection (a). <u>COMPENSATION AND PAYMENT</u> of the Agreement is amended to add an additional authorized amount of thirty thousand dollars (\$30,000) and to read in its entirety:

(a) <u>Maximum and Rate</u>. The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be **\$59,900**, and **SHALL NOT EXCEED** the sum of **\$59,900** over the life of the contract, and shall be earned on the following basis:

Hourly at the hourly rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked Exhibit "B" attached and incorporated herein.

City of Goleta Amendment No. 1 to Agreement No. 2018-067 Page 1 of 2

5

2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

SERVICE PROVIDER

Michelle Greene, City Manager

Allen Williams, President

ATTEST:

Deborah Lopez, City Clerk

Joyce Williams, Secretary

APPROVED AS TO FORM

Winhie Cai, Assistant City Attorney

City of Goleta Amendment No. 1 to Agreement No. 2018-067 Page 2 of 2

ATTACHMENT 2

General Services Agreement No. 2018-067 with Rich & Famous, Inc. dba Big Green Cleaning Company (available online only)



Project Name: Homeless Camp Cleanup Services

AN AGREEMENT FOR GENERAL SERVICES BETWEEN THE CITY OF GOLETA AND RICH & FAMOUS, INC. dba BIG GREEN CLEANING COMPANY

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this 240 day of August 2018, by and between the CITY OF GOLETA, a municipal corporation (hereinafter referred to as "City"), and RICH & FAMOUS, INC. dba BIG GREEN CLEANING COMPANY, a California corporation (hereinafter referred to as "Service Provider").

WHEREAS, this Service Provider will be providing homeless camp cleanup services as needed within the City of Goleta; and

WHEREAS, Service Provider represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the City; and

WHEREAS, Service Provider was recommended for award by the Public Works Manager based on informal written bids pursuant to Goleta Municipal Code Section 3.05.070(B); and

WHEREAS, the City Manager is authorized by Goleta Municipal Code Section 3.05.070 to execute this Agreement because the value of the Agreement is less than \$30,000.

The City and Service Provider agree as follows:

1. RETENTION OF SERVICE PROVIDER

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform trash, debris, and feces removal from City right-of-way, including creeks, beaches, open spaces, and parks as directed by Public Works Manager. Cleanup service will normally be requested based on need and will consist mostly of illegal campsite. All assignments shall commence within twenty-our (24) hours of notice to proceed and all services shall be completed diligently in no more than seventy-two (72) working hours following the notification unless time to complete is extended by City Project Manager. Service Provider shall perform all tasks listed in the Scope of Work and included as **Exhibit "A"**. Service Provider warrants it has the qualifications, experience and facilities to properly and timely perform said services.

2. <u>COMPENSATION AND PAYMENT</u>

÷.

(a) <u>Maximum and Rate</u>. The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be **\$29,900**, and **SHALL NOT EXCEED** the sum of **\$29,900** over the life of the contract, and shall be earned on the following basis:

Hourly at the hourly rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked **Exhibit "A"** attached and incorporated herein.

(b) <u>Payment</u>. All payments shall be made within 30 days after the Service Provider has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City's Project Manager.

3. <u>CITY PROJECT MANAGER AND SERVICES BY CITY</u>

The services to be performed by the Service Provider shall be accomplished under the general direction of, and coordinate with, the City's "Project Manager", as that staff person is designated by the City from time to time, and who presently is Robert P. Morgenstern.

4. PROGRESS AND COMPLETION

Project Manager shall assign, in writing, Service Provider with discrete small projects, which shall in no event exceed \$29,900 per project. Service Provider shall commence work on the services to be performed on each project as requested and authorized by the Project Manager.

For each discrete job requested by the Project Manager, Service Provider must respond to provide at least an initial assessment of the project. Service Provider will provide an estimate to the Project Manager and only start work upon written authorization from the Project Manager.

5. <u>CONTRACT PERFORMANCE</u>

Non-Exclusivity. This agreement is non-exclusive. City reserves the right to retain, employ, contract with other qualified providers of services during the term of this agreement on such occasions and in such circumstances as City shall determine are appropriate.

Ability to Perform. The Service Provider warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

City of Goleta Public Works agreement with Rich & Famous, Inc dba Big Green Cleaning Company Page 2 of 12 **Laws to be Observed.** The Service Provider shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Goleta ordinances, regulations and adopted codes during its performance of the work.

Payment of Taxes. The contract prices shall include full compensation for all taxes which the Service Provider is required to pay.

Permits and Licenses. The Service Provider shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

Prevailing Wage. The Service Provider is obligated to pay prevailing wages under the California Labor Code. Service Provider agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of the Service Provider to be familiar with the California Labor Code, and failure or neglect of the Service Provider to understand the California Labor Code shall in no way relieve him from any obligations.

Safety Provisions. The Service Provider shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Preservation of City Property. The Service Provider shall provide and install suitable safeguards, approved by City, to protect City property from injury or damage. If City property is injured or damaged as a result of the Service Provider's operations, it shall be replaced or restored at the Service Provider's expense. The facilities shall be replaced or restored to a condition as good as when the Service Provider began work.

Immigration Act of 1986. The Service Provider warrants on behalf of itself and all subcontractor Providers engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Service Provider Non-Discrimination. In the performance of this work, the Service Provider agrees that it will not engage in, nor permit such subcontractor as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.

Work Delays. Should the Service Provider be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at City's sole option, be extended for such periods as may be agreed upon by City and the Service Provider. In the event that there is

City of Goleta Public Works agreement with Rich & Famous, Inc dba Big Green Cleaning Company Page 3 of 12 insufficient time to grant such extensions prior to the completion date of the contract, City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

Inspection. The Service Provider shall furnish City with every reasonable opportunity for City to ascertain that the services of the Service Provider are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Service Provider of any of its obligations to fulfill its contract requirements.

Audit. City shall have the option of inspecting and/or auditing all records and other written materials used by Service Provider in preparing its invoices to City as a condition precedent to any payment to Service Provider.

Interests of Service Provider. The Service Provider covenants that it presently has no interest, and shall not acquire any interest, direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Service Provider further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Service Provider certifies that no one who has or will have any financial interest in performing this work is an officer or employee of City. It is hereby expressly agreed that, in the performance of the work hereunder. Service Provider and not an agent or employee of City.

6. <u>TERM</u>

This agreement shall expire on **June 30, 2020**. The City may elect to extend the term of the agreement for a maximum number of two (2) one-year (1) year terms by written notification by the City's Project Manager to the Service Provider within 60 days prior to the expiration date of the agreement.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, shall become the property of the City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Service Provider. If requested by the City, all, or the designated portions of such, shall be delivered to the City. The City agrees to hold the Service Provider harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Service Provider is first obtained.

City of Goleta Public Works agreement with Rich & Famous, Inc dba Big Green Cleaning Company Page 4 of 12

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBSERVICE PROVIDER

[•] This Agreement is for general services which are personal to City. Allen Williams is deemed to be specially experienced and is a key lead for services provided, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement. Service Provider must ensure that subcontractors must adhere to all applicable provisions of this Agreement relating to providing services to City.

This Agreement is not assignable by Service Provider without City's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Service Provider's Damages. The Service Provider holds the City, its elected officials, officers and employees, harmless from all of Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to the Service Provider, to the Service Provider's employees, to Service Provider's Service Providers or subcontractor, or to the owners of the Service Provider's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or occur while Service Provider is in a City building or on City property, or which are connected, directly or indirectly, with the Service Provider's performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. Service Provider shall investigate, defend, and indemnify the City, its elected officials, officers and employees, from any claims, lawsuits, demands, judgments and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, professional errors and omissions arising out of, directly or indirectly, an error, a negligent act or negligent omission of the Service Provider or of Service Provider's Service Providers/subcontractor, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

(c) Nonwaiver. The City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by the City, or the deposit with the City, of any insurance certificates or policies described

in section 10.

10. <u>INSURANCE</u>

SERVICE PROVIDER shall, at SERVICE PROVIDER 's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

Liability insurance policies required to be provided by SERVICE PROVIDER hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.

- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit SERVICE PROVIDER, or SERVICE PROVIDER's employees, or agents, from waiving the right of recovery prior to a loss. SERVICE PROVIDER waives its right of recovery against CITY.
- SERVICE PROVIDER agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by SERVICE PROVIDER hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by SERVICE PROVIDER or CITY will withhold amounts sufficient to pay premium from SERVICE PROVIDER payments.
- h) SERVICE PROVIDER agrees to provide immediate notice to CITY of any claim or loss against SERVICE PROVIDER arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractor and that in no event shall Service Provider be considered an officer, agent, servant or employee of City. The Service Provider shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. TERMINATION BY CITY

The City, by notifying Service Provider in writing, may upon five (5) calendar days notice, terminate any portion or all of the services agreed to be performed under this

City of Goleta Public Works agreement with Rich & Famous, Inc dba Big Green Cleaning Company Page 7 of 12 Agreement. In the event of such termination, Service Provider shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Service Provider within 30 days following submission of a final statement by Service Provider.

13. CORRECTIONS

The Service Provider shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Service Provider's work. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to Service Provider.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within five (5) calendar days of the receipt of that check, which ever occurs first. However, any approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and Service Providers for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Service Provider, its employees, subcontractor, agents and Service Provider, its employees, subcontractors.

15. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

16. CONFLICT OF INTEREST

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this contract, the Service Provider shall not offer, encourage or

City of Goleta Public Works agreement with Rich & Famous, Inc dba Big Green Cleaning Company Page 8 of 12 accept any financial interest in Service Provider's business by any City employee or official. If a portion of Service Provider's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Service Provider warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

17. GOVERNING LAW; CAPTIONS; ENTIRE AGREEMENT BETWEEN PARTIES

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa. The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement. Except for Service Provider's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering or services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.



18. <u>NOTICES</u>

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY

Michelle Greene, City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117

TO SERVICE PROVIDER:

Allen Williams Rich & Famous, Inc. dba Big Green Cleaning Company 4860 Calle Real Santa Barbara, CA 93111

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

Michelle Greene, City Manager

ATTEST:

Deborah Lope

APPROVED AS TO FORM

Winnie Cai, Deputy City Attorney

SERVICE PROVIDER

100,101

Allen Williams, President

Joyce Williams, Secretary

Exhibit A Scope of Work

 SERVICE PROVIDER shall provide trash, debris and feces removal from City creeks, beaches, open spaces, and parks as directed by Public Works Manager. Cleanup service will normally be requested based on need and will consist mostly of illegal campsites within creeks and beach sites. All site cleanups must be completed within 48 hours of receiving the cleanup service request.

SERVICE PROVIDER shall complete the following tasks per site cleanup: For creek sites, work includes cleanup of all trash and debris from the creek and creek banks along 300 feet of creek (typically under street bridge and 125 feet upstream and downstream). For beach site cleanup, price includes walking (one pass) an approximate .5-mile section of beach (along the wet sand and waterline up to the high tide mark, not dry sand area), picking up all trash, debris, feces, etc. encountered.

Contractor will provide all of the supplies and equipment required for cleaning including, but not limited to:

- Personal Protective Equipment
- Sharps Containers
- Shovels, Rakes and Scoops
- Plastic bags
- Carts and dollies

Site cleanup will include the appropriate length of time required to properly dispose of collected materials. Dump fees and taxes will be billed to the City as incurred.

Exhibit B Schedule of Fees

10

5

Rate		
\$ 80.00 per hour		
\$120.00 per hour		
\$160.00 per hour		

Plus Dump fees may be billed separately upon showing of supporting documentation based on weight of debris.