SERVICES CONTRACT AGREEMENT
FOR THE
DOWNTOWN SAN DIEGO PARTNERHSIP
CLEAN AND SAFE PROGRAM

THIS AGREEMENT ("Agreement") by and between the DOWNTOWN SAN DIEGO PARTNERHSIP, CLEAN AND SAFE PROGRAM ("DSDP") and Green Clean Water and Waste Services ("Contractor"), is made and entered into on June 4, 2014 (Effective date) with references to the facts set forth below.

RECITALS

A. Pursuant to a contract (the "City Agreement") with the City of San Diego ("City"), DSDP is authorized to provide certain services (the "District Enhancement Services") in the Downtown area of San Diego.

B. The PBID Management Plan states that DSDP may enter into contracts with Contractors to provide District Enhancement Services.

C. DSDP requires a maintenance service firm to provide maintenance services. The Contractor has a background in providing these services and is willing to provide such services to DSDP based on this background.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions herein contained and other good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as set forth below:

1. **AGREEMENT PERIOD.** This Agreement shall commence on July 1, 2014 ("Commencement Date") and continue through June 30, 2015 ("Completion Date") unless terminated sooner pursuant to the termination provision provided in this Agreement.

2. **SCOPE OF SERVICES.** Contractor shall provide power washing services in the five neighborhoods of Downtown San Diego as identified by DSDP pursuant to Section 3b of this Agreement, with the following specifications:

   - Removal of dirt and stains
   - Removal of human and animal waste stains
   - Removal of food waste stains
   - Removal of graffiti on sidewalks
   - Removal of gum and other objects that may stick to sidewalk surfaces

Downtown San Diego Partnership
Clean and Safe Program
Services Contract Agreement

Contractor Initials
2a. **Duties of Contractor.** DSDP hereby retains Contractor as an independent contractor to maintain and perform the services set forth in this Agreement beginning on the Commencement Date. Contractor shall perform the following duties:

- Contractor will visit the site and conduct work with full understanding of the qualifications required, the inherent hazards and necessary precautions involved in conducting the work safely.
- Contractor shall have an ongoing Safety Training Program for its employees assigned to this contract.
- Contractor shall have direct two-way voice communications with all field managers and supervisors directing work under this contract.
- Contractor shall maintain at all times casualty insurance in such amounts as DSDP specifies and name DSDP and the City of San Diego as additional insured.
- Contractor will have in effect an active drug and alcohol abuse and testing policy and shall, where applicable, comply with the U.S. Department of Transportation's regulations for commercial motor vehicle drivers, 49 CFR 382, Controlled Substances and Alcohol Use and Testing.
- Contractor will comply with all federal, state and local laws and regulations applicable to the work to be performed under the contract.

2b. **Requirements Relating to Employees.** Contractor shall hire, employ, discharge control, and supervise all personnel and labor necessary for performance of the duties described in this Agreement. Contractor shall use its best efforts to exercise reasonable care to select qualified, competent, and trustworthy employees. All employees shall be employees of Contractor and not DSDP. Contractor shall comply with all laws, ordinances, statutes, codes, and regulations including, without limitation, governmental anti-discrimination laws and the requirements of the American with Disabilities Act relating to employees and all requirements relating to employee tax, employee benefits, and other federal and state requirements. Contractor shall make whatever reports may be required by the state and federal governments relative to such taxes or deductions. All employees shall be covered under Contractor's Worker's Compensation insurance policy at Contractor's expense.

2c. **Monitoring.** DSDP shall have the right to monitor the performance by Contractor of all its obligations under this Agreement. Contractor shall cooperate with DSDP, Clean and Safe Program staff in connection with such monitoring. All work performed and services provided may be monitored for compliance with the requirements of this Agreement on a daily or other basis by the Clean and Safe staff. Prior to daily commencement of work under this contract, Contractor shall contact the DSDP, Clean and Safe duty supervisor at (619) 414-2698 and notify him/her of the work to be performed, location of work and the expected commencement and completion time. DSDP agrees to notify contractor within 24-hours when the work completed does not comply with the standards as set forth in the scope of service. Contractor agrees to correct all deficiencies identified as part of the DSDP monitoring program within 48-hours of notification. Contractor agrees that failure to correct identified deficiencies within 48-hours will result in non-payment for the deficient portion of the work.
2d. **Delivery of Services.** The Contractor agrees to perform the services described herein and provide specified equipment in a professional, effective manner. The type and nature of the services described herein may not be varied without prior written amendment to this Agreement, executed by both parties, and subject to negotiation. The services provided by the Contractor determined by the scope of services set forth in this Agreement and any additional services shall not be provided unless authorized in writing by DSDP, Clean and Safe Program. In such situations, the Contractor shall respond to the request in a timely manner.

2e. **Storm Water Management.** The contractor shall comply with the provisions of San Diego Municipal Code section 43.0301 et seq., Storm Water Management and Discharge Control, in performing or delivering services under this Agreement.

2f. **Records Review and Retention.** Contractor shall permit DSDP or the City, at any time during normal business hours, to audit all invoices, materials, payrolls, records of personnel, and other data and media relating to all matters covered in this Agreement. Contractor shall maintain, at its regular place of business or at such other place as may be approved by DSDP, all such data and records for a period of three (3) years following the termination of this Agreement.

2g. **Service Activity Documentation.** All service activity will be entered into the required data collection software. It will be the responsibility of the contractor to procure the necessary iPhone and software application titled Eponic. Contractor will be charged a service fee of $75 per month per phone by Eponic Corporation. Contact Executive Director, Bahija Hamraz, at 619-234-8900 for further instruction.

3. **PAYMENT FOR SERVICES.** During the term of this Agreement, the Clean and Safe Program shall pay to Contractor:
   a. $39.01 per sidewalk in the Core Columbia neighborhood
   b. $44.00 per sidewalk in the Gaslamp neighborhood.
   c. $40.79 per sidewalk in the East Village neighborhood.
   d. $40.79 per sidewalk in the Marina neighborhood.
   e. $40.79 per sidewalk in the Cortez neighborhood.

Sidewalks shall be cleaned as outlined in the Scope of Services, incorporated herein, inclusive of all labor, equipment, disposal and traffic control. The monthly cost shall be in accordance with “Attached Schedule of Rates” of this agreement minus any uncorrected deficiencies as identified in accordance with paragraph 2c of this agreement. All uncorrected deficiencies will be deducted at the per sidewalk rate as identified in this paragraph.

3a. **Invoicing/Payment due Dates.** The Contractor shall invoice DSDP not later than five (5) business days following the end of each month for services performed, which invoices shall be sent via regular mail to DSDP, Clean and Safe Program 1111 Sixth Ave., Suite 101 San Diego, CA 92101. Each invoice shall specify the dates of service, bill rate, and the number sidewalks cleaned. There will be no charge and no
bill for equipment and/or supplies. The Contractor’s invoice shall be due and payable 30 days from the date of DSDP’s receipt of the invoice. Upon termination of this Agreement, payments under this paragraph shall cease, provided, however, that the Contractor shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Contractor has not yet been paid.

3b. **Time Periods for Providing Service.** Contractor shall provide the services at times that comply with the San Diego Municipal Code §59.5.0401 through §59.5.0406. Additionally, the services shall be provided during times that do not interrupt normal business operations or traffic patterns.

The schedule for each of the five neighborhoods will be submitted monthly by the Director of Operations prior to the 1st of each month. The schedule may be modified at DSDP’s discretion provided the total cost does not exceed the monthly totals listed in attachment A to this agreement. Any requested increases above and beyond the scheduled sidewalks per day will be billed at the per sidewalk rate as described in paragraph 3.

4. **SUPERVISORS.**

4a. **DSDP Supervisor.** The Clean and Safe Program Executive Director appoints the overall contract manager. He/she designates point of contact between the Clean and Safe Program and Green Clean Water and Waste Services. The Clean and Safe Program duty supervisor is designated as the field liaison. He/she may be reached by calling (619) 414-2698. The Contractor shall be liable if any work performed does not meet all specifications and requirements contained in this Agreement.

4b. **Project Supervisor Appointed by Contractor.** Contractor shall appoint a supervisor who shall have primary responsibility for administering and ensuring compliance by Contractor of the obligations under this Agreement. The Project Supervisor is responsible for ensuring compliance with all the terms of this Agreement, and keeping an open flow of information and communication between DSDP and the Contractor.

5. **EQUIPMENT SPECIFICATIONS.**

5a. **Obligation to Provide Equipment.** The Contractors shall supply equipment and vehicles to be used in performing the services specified in this Agreement. The Contractor shall maintain its vehicles and tools and store its equipment at its own location.

5b. **Logos and Signage.** Any and all equipment/vehicles must, wherever possible or appropriate, carry DSDP-designed signage and logos along with the Contractor’s logo. DSDP logos and signage will be provided to Contractor by DSDP. Each vehicle will have a unique vehicle identification number.
6. **ATTRIBUTES AND CONDUCT OF PERSONNEL.** Contractor’s personnel shall conduct themselves in a professional and courteous manner at all times. They shall not use offensive language, perform their services under the influence of alcohol or illegal drugs, or engage in any form of illegal or other activities that would bring discredit to the DSDP. All employees shall be clean, courteous, neat in appearance. Employees must demonstrate the capability and willingness to communicate effectively with members of the public. At the sole discretion and request of the DSDP, Contractor agrees to reassign any of its employees if their conduct is determined by the DSDP to be detrimental to the best interests of the DSDP.

7. **STANDARD OF PERFORMANCE/RIGHT TO INSPECTION.** The Contractor’s performance shall at all times meet with the satisfaction of Clean and Safe Program staff. Services proposed shall be exactly as specified herein and shall be subject to inspection and test by the Clean and Safe Program. If services furnished are found to be incomplete, not completed as specified, or do not meet with the satisfaction of Clean and Safe Staff, staff may, at its option, reject them and require the Contractor to complete the service to their satisfaction.

8. **SAFETY, HEALTH & FIRE PROTECTION.** All services provided pursuant to this Agreement shall comply with OSHA standards and regulations and all applicable government laws and orders as outlined by any applicable governing agency. The safety of all persons employed by the Contractor in DSDP’s service area shall be the sole responsibility of the Contractor. The Contractor shall take all reasonable measures and precautions at all times to prevent injuries, to, or the death of any of its personnel assigned to DSDP service areas. Such measures and precautions shall include, but not be limited to, all safeguards and warnings necessary concerning DSDP’s service area, which could be dangerous, and to prevent accidents of any kind. The Contractor shall comply with all DSDP’s safety rules and regulations when on DSDP’s premises.

9. **TERMINATION.** If not terminated sooner, this Agreement shall terminate automatically on June 30, 2015. DSDP may, at any time, terminate this Agreement without cause upon thirty-day (30) notice to Contractor. Upon termination of this Agreement, Contractor’s right to compensation shall immediately cease except for amounts payable hereunder prior to the date of termination. Upon termination or expiration of this Agreement, Contractor shall (a) forward to DSDP any payments received following expiration of this Agreement (b) promptly deliver any documents and records relative to this provision of services provided hereunder to DSDP (c) immediately surrender to DSDP or its designee any other funds or property belonging to DSDP. Upon termination of this Agreement, the independent contractor relationship created hereby shall immediately cease. Notwithstanding the foregoing, DSDP may terminate this Agreement upon three day (3) notice for Contractor’s failure to comply with all of its obligations under this Agreement.

10. **INSURANCE REQUIREMENTS.** Prior to the Commencement Date, Contractor shall furnish DSDP with a certificate(s) of insurance and the endorsements specified below, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. Contractor agrees to
provide to The City of San Diego and its respective elected officials, officers, employees, agents and representatives the same protection as afforded to DSDP.

10a. **Certificates.** All certificates shall provide for thirty-days (30) written notice with the exception of ten days (10) written notice in the event of non-payment of premium to DSDP prior to the cancellation of any insurance referred to therein. Failure to maintain the required insurance may result in termination of this Agreement at DSDP’s option. In addition, no payments will be made to Contractor unless current Certificates of Insurance as required herein have been provided.

10b. **Insurance Companies.** All insurance companies providing coverage shall be licensed to do business in the State of California, and have a minimum rating published by A.M. Best & Company of A-VII or better.

10c. **Liability Insurance.** The Contractor shall maintain throughout the period of this contract Commercial General Liability (CGL) and commercial umbrella insurance (if applicable to meet minimum limit requirement) with a limit of not less than $1 million ($1,000,000) per occurrence with $2 million ($2,000,000) in general aggregate. CGL insurance shall be written on the most current version of ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent Contractors, products/complete operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Any endorsements that restrict coverage will be submitted to DSDP for review. DSDP and the City of San Diego and its respective elected officials, officers, employees, agents and representatives shall be included as an insured under the CGL, using ISO additional insured endorsement CG 2010 11/85 or a substitute providing equivalent coverage acceptable to DSDP, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance self-insurance programs afforded to DSDP. Contractor waives all rights against DSDP and the City of San Diego and its respective elected officials, officers, employees, for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Section.

10d. **Other Insurance.** Contractor shall maintain business auto liability and commercial umbrella liability insurance (if applicable to meet minimum requirement) with a limit of not less than $1 million ($1,000,000) combined single limit (CSL). Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Business auto coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. Contractor waives all rights against DSDP and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained pursuant to this Section.
10e. **Worker’s Compensation Insurance.** Contractor shall maintain worker’s compensation and employer’s liability insurance. The Employer’s Liability Limits shall not be less that $1 million ($1,000,000) each accident for bodily injury by accident or $1 million ($1,000,000) each employee for bodily injury by disease. Contractor waives all rights against DSDP and the City of San Diego and their respective elected officials, officers, employees, agents and representatives for recovery of damages to the extent these damages are covered by the worker’s compensation and employer’s liability insurance obtained pursuant to this Section. Contractor shall provide the DSDP with a waiver of right to recover from others endorsement, Workers Comp Form WC 04 03 06 (Ed. 4-84), or its equivalent.

11. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the Contractor, and its personnel and agents, are independent Contractors with respect to DSDP, and not employees of DSDP. The individuals used to perform such service, as DSDP shall request, shall be personnel of the Contractor, an independent Contractor. The Contractor shall provide the tools of the trade for, and shall have the sole management control over its personnel and agents.

12. **INDEMNITY AND HOLD HARMLESS.** All services in connection with this Agreement shall be at the risk of Contractor, exclusively. To the fullest extent allowed by law, Contractor shall indemnify, defend (with legal counsel reasonably satisfactory to DSDP and the Clean and Safe Program) and hold harmless the Indemnitees (defined below) from and against any and all Claims (as defined below). Contractor’s obligation to defend and indemnify shall be triggered by the assertion of a Claim against any Indemnitee and shall apply whether or not the Contractor or any of the Contractor parties was negligent or otherwise at fault and whether or not the Claim has any merit. However, Contractor shall not be obligated under this Agreement to indemnify any Indemnitee for any Claims arising from the sole negligence or willful misconduct of that Indemnitee. Contractor’s obligation shall also include Claims based on duties, obligations, or liabilities imposed on the Indemnitees by statute, ordinance, regulation, or other law. The indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Contractor Parties under works’ or workman’s compensation acts, disability benefit acts or other employee benefit acts. For purposes of this Section, (a) a “Claim” is any claim, demand, obligation, cause of action, damage, loss, liability, mechanic’s lien, cost or expense (including, without limitation, attorney’s fees and costs and other litigation, mediation, or judicial reference expenses) whether based on tort, contract, or equitable principles, in any way rising from or in any way connected with the performance or nonperformance of this Agreement by Contractor’s or its employees, agents, independent contractors, suppliers, subcontractors, officers, directors, shareholders, representatives, affiliates, successors or assigns (collectively, “Contractor Parties”), and (b) the “Indemnitees” are DSDP and the City of San Diego and their respective elected officials, officers, employees, agents and representatives, its members, managers, shareholder, and affiliates, successors and assigns of all such parties.
13. **WAIVER OF DEFAULT.** Any failure of the Clean and Safe Program at any time to enforce or require the strict keeping and performance by the Contractor of any of the terms and conditions of this Agreement shall not constitute a waiver by DSDP or the Clean and Safe Program of a breach of any such terms or conditions in any way of the right of DSDP or the Clean and Safe at any time to avail itself of such remedies as it may have for any such breach of terms and conditions.

14. **CONFIDENTIALITY AND OWNERSHIP OF WORK PRODUCT.** The Contractor recognizes that DSDP and the Clean and Safe Program has and shall have confidential information and proprietary information (collectively “Information”), which are valuable, special and unique assets of DSDP and the Clean and Safe Program. The Contractor shall not at any time or in any manner, either directly or indirectly, use any information for the Contractor’s own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior written consent of DSDP and the Clean and Safe Program. The Contractor shall protect the information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement. The confidentiality provision of this Agreement shall remain in full force and effect after the termination of this Agreement.

15. **PUBLIC RELATIONS/COMMUNICATIONS.** DSDP retains the right to review and approve any and all communication materials produced by the Contractor or its agent that incorporate or mention DSDP and/or infer a relationship with the Clean and Safe Program. The Contractor must provide copies of all materials, including but not limited to, press information, websites, newsletters, etc., for approval prior to distribution and/or printing. In addition, a complete copy of a press distribution list must be provided by Contractor. The Contractor grants permission to appear in person or in voice, video of photographic presentation for radio, television, web or print media reports and/or media campaign resulting from participation with DSDP. Contractor releases DSDP from any and all claims arising out of such photographing, videotaping, recording, reproducing, publishing or exhibiting.

16. **EQUAL OPPORTUNITY EMPLOYMENT ENDORSEMENT.** The Contractor certifies that in the performance of its duties under this Agreement, there shall be no discrimination on account of race, religion, sex, age, national origin, or sexual orientation. The Contractor shall at all times comply with applicable federal, state, and local laws and regulation pertaining to fair employment practices, including, but not limited to, sexual harassment. Contractor acknowledges it has reviewed, received and will comply with all of the equal opportunity requirements in Section 12(c)(1) of the City Agreement, a copy of which section is attached to the Agreement as Exhibit 1.

17. **LIST OF SUBCONTRACTORS OR SUPPLIERS.** If the Contractor intends to use subcontractors, the Contractor shall submit a list of subcontractors for approval by DSDP and/or the Clean and Safe Program. Any such lists shall show the names of each subcontractor or supplier, describe the portions of the work or product that each provides and provide a detailed description of qualifications. Without the approval of
DSDP and/or the Clean and Safe Program, the Contractor shall not substitute any subcontractor or supplier in place of the subcontractors designated in the list.

18. **COMPLIANCE AND ENFORCEMENT.** The Contractor is responsible for informing its subcontractor(s) and supplier(s) as to their respective obligations hereunder. It is further understood that for the purposes of indemnification to DSDP for this Agreement, the Contractor shall assume all responsibility of any and all of its subcontractors and suppliers as if they were employees of the Contractor’s organization.

19. **DOCUMENTS TO BE SUBMITTED.** The Contractor shall submit to DSDP Certificate(s) of Insurance, and a copy of all current and relevant business licenses, permit and other appropriate licensing certificates. The Contractor shall submit to DSDP new and current documentation as each expires.

20. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in purpose or deposited in the U.S. mail certified receipt addressed as follows:

If for DSDP:

Downtown San Diego Partnership  
Clean and Safe Program  
ATTN: Bahija Hamraz, Executive Director  
1111 Sixth Ave., Suite 101  
San Diego, CA 92101  
Telephone (619) 234-8900  
Fax (619) 234-2303

If for Contractor:

Green Clean Water and Waste Services  
ATTN: Joven Celindro Jr., General Manager  
11653 Riverside Drive, Ste. #153  
Lakeside, CA 92040  
www.greencleanwaterandwaste.com  
joven@cox.net  
619-843-8324 cell  
619-562-2202 office

Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

21. **ASSIGNMENT.** The Contractor’s obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of DSDP, which consent may be withheld in DSDP’s sole, absolute and arbitrary discretion.

Downtown San Diego Partnership  
Clean and Safe Program  
Services Contract Agreement  

Contractor Initials

[Signature]
22. **EMPLOYEES AND SUBCONTRACTORS.** The provisions of this Agreement shall also bind the Contractor's personnel and subcontractors that perform services for DSDP under this Agreement.

23. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.

24. **ATTORNEY FEES.** If the services of any attorney are required by either party to secure performance of this Agreement, or otherwise upon the breach or the default of either party, or if any judicial remedy is necessary to enforce or interpret any provision of this Agreement, including arbitration, the prevailing party shall be entitled to reasonable attorney's fees, costs, and other expenses, in addition to any other relief to which such party may be entitled.

25. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

26. **SEVERABILITY.** If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision the Agreement would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The invalidity of such clause shall not otherwise affect the remaining provisions of the Agreement, which shall continue to be enforceable.

27. **ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement, or the actual or alleged breach hereof, shall be settled by binding arbitration conducted in the County of San Diego in accordance with, and by [an] arbitrator[s] appointed pursuant to, the Rules of the American Arbitration Association in effect at that time. Judgment upon an award rendered pursuant thereto may be entered in any court having jurisdiction.

28. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California.

29. **NO THIRD PARTY BENEFICIARY.** The services provided under this Agreement are solely for the benefit of DSDP and neither this Agreement nor any services rendered hereunder shall be deemed to confer any rights on any other party as a third-party beneficiary.

30. **CONTRACT EXTENSION.** At the sole discretion of DSDP, this contract may be extended on a year to year basis; however in no case shall the renewal extend beyond five years from the date of award of the original contract.

IN WITNESS WHEREOF, this Agreement has been made and entered into as of the date first set forth above.
DSDP:
Downtown San Diego Partnership
Clean & Safe (PBID)

By: [Signature]

Date: 6/23/14

Name: Bahija Hamraz
Title: Executive Director

CONTRACTOR:
Green Clean Water and Waste Services

By: [Signature]

Date: June 27, 2014

Name: Joven Celindro Jr.
Title: General Manager
### Powerwashing FY15 - Schedule of Rates

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<th>Neighborhood</th>
<th>Core</th>
<th>Gaslamp</th>
<th>East Village</th>
<th>Cortez</th>
<th>Marina</th>
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### New FY15 Schedule

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*3% increase in price

**Note:**

Citrus Washes and deep cleans will be billed at $350 for regular sidewalks and $600 for mega sidewalks.

Special requests (outside the FY15 Schedule above) for cleanup of hazardous spills will be billed based on the size of the spill, processing fees for the hazardous materials and time for the work.

Additional sidewalk cleaning over and above the FY15 schedule (above) will be billed at a rate of $47.52 for regular sidewalks and $95.04 for mega sidewalks.