

**SERVICE AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
CLEAN EARTH ROVERS  
FOR  
ROUTINE DEBRIS MAINTENANCE SERVICES FOR  
CITY OF HUNTINGTON BEACH HARBOR**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter called “City,” and Clean Earth Rovers, hereinafter referred to as “Contractor.”

**Recitals**

- A. The City desires to retain a Contractor having special skill and knowledge in the field of debris maintenance services.
- B. Contractor represents that Contractor is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a comparable company or firm in the field.

Contractor has been selected to perform these services pursuant to Huntington Beach Municipal Code Chapter 3.02.

NOW, THEREFORE, it is agreed by City and Contractor as follows:

**1. Scope of Services**

Contractor shall provide all services as described in Exhibit “A,” which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the “Project.”

Contractor hereby designates Michael Arens, who shall represent it and be its sole contact and agent in all consultations with City during the performance of this Agreement.

**2. City Staff Assistance**

City shall assign a staff coordinator to work directly with Contractor in the performance of this Agreement.

### **3. Compensation**

a. City agrees to pay, and Contractor agrees to accept as total payment for its services, the rates and charges identified in Exhibit "B." The total sum to be expended under this Agreement, shall not exceed Two Hundred One Thousand eight Hundred Dollars (\$201,800.00) during the term of this Agreement. Additional services required by other divisions and/or departments shall not count towards the Public Works not to exceed amount.

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

c. Contractor shall be paid pursuant to the terms of Exhibit "B."

### **4. Term**

Time is of the essence of this Agreement. The services of Contractor are to commence \_\_\_\_\_, or as soon as practicable after the execution of this Agreement by City (the "Commencement Date") and terminate three (3) years from Commencement Date, unless terminated earlier in accordance with the provisions of this Agreement. Contract may be extended for 1 additional one-year period if mutually agreed to in writing by both parties. The time for performance of the tasks identified in Exhibit "A" are generally to be shown in Exhibit "A." This schedule and Term may be amended to benefit the Project if mutually agreed to in writing by City and Contractor.

In the event the Commencement Date precedes the Effective Date, Contractor shall be bound by all terms and conditions as provided herein.

### **5. Extra Work**

In the event City requires additional services not included in Exhibit "A" or changes in the scope of services described in Exhibit "A," Contractor will undertake such work only after receiving written authorization from City. Additional compensation for such extra work shall be allowed only if the prior written approval of City is obtained.

### **6. Disposition of Plans, Estimates and Other Documents**

Contractor agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to City, and Contractor shall turn these materials over to City upon expiration or termination of this Agreement or upon Project completion, whichever shall occur first. These materials may be used by City as it sees fit.

7. **Hold Harmless**

Contractor hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the City. Contractor will conduct all defense at its sole cost and expense and City shall approve selection of Contractor's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

8. **Workers Compensation Insurance**

Pursuant to California Labor Code Section 1861, Contractor acknowledges awareness of Section 3700 *et seq.* of this Code, which requires every employer to be insured against liability for workers' compensation; Contractor covenants that it will comply with such provisions prior to commencing performance of the work hereunder.

Contractor shall obtain and furnish to City workers' compensation and employer's liability insurance in an amount of not less than the State statutory limits.

Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of the subcontractors' employees. Contractor shall furnish to City a certificate of waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Contractor shall similarly require all subcontractors to waive subrogation.

9. **General Liability Insurance**

In addition to the workers' compensation and employer's liability insurance and Contractor's covenant to defend, hold harmless and indemnify City, Contractor shall obtain and furnish to City, a policy of general public liability insurance, including motor vehicle coverage covering the Project/Service. This policy shall indemnify Contractor, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out of or in connection with the Project/Service, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit,

the aggregate limit must be no less than One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) for this Project/Service. This policy shall name City, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the Project/Service shall be deemed excess coverage and that Contractor's insurance shall be primary.

Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

**10. Automobile Liability Insurance**

Contractor shall obtain and furnish to City an automotive liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for Contractor's automotive liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "*City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers*" as additional insured on the endorsement. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any similar form of limitation on the required coverage except with the express written consent of City.

**11. Certificate of Insurance**

Prior to commencing performance of the work hereunder, Contractor shall furnish to City a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- a. provide the name and policy number of each carrier and policy;
- b. state that the policy is currently in force; and
- c. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

Contractor shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by City.

This requirement for carrying the foregoing insurance coverage shall not derogate from Contractor's defense, hold harmless and indemnification obligations as set forth in this Agreement. City or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. Contractor shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

**12. Independent Contractor**

Contractor is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of City. Contractor shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Contractor and its officers, agents and employees and all business licenses, if any, in connection with the Project and/or the services to be performed hereunder.

**13. Conflict of Interest**

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

**14. Termination**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

**15. Exclusivity and Amendment**

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

**16. Assignment**

Inasmuch as to this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City’s prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City’s ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

**17. City Employees and Officials**

Contractor shall employ no City official nor any regular City employee in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

**18. Notices**

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to Contractor’s agent (as designated in Section 1 hereinabove) or to City as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses below. City and Contractor may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U.S. certified U.S. certified mail-return receipt requested:

To City:

City of Huntington Beach  
Attn: Director of Public Works  
2000 Main Street  
Huntington Beach, CA 92648

Contractor:

Clean Earth Rovers  
Attn: Mark Arens  
5941 Rive Road, #2  
Cincinnati, OH 45233

**19. Consent**

When City’s consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transactions or event.

**20. Modification**

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

**21. Section Headings**

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

**22. Interpretation of this Agreement**

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

**23. Duplicate Original**

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

**24. Immigration**

Contractor shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

**25. Legal Services Subcontracting Prohibited**

Contractor and City agree that City is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. Contractor understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for City;

and City shall not be liable for payment of any legal services expenses incurred by Contractor.

**26. Confidentiality**

Contractor recognizes that in the performance of its duties under this Agreement, it must conduct its activities in a manner designed to protect information of a sensitive nature from improper use or disclosure. Contractor warrants that it will use reasonable efforts consistent with practices customary in the facilities management industry in recruiting, training and supervising employees and in otherwise performing its duties hereunder in order to achieve this result. In the furtherance of this, Contractor agrees, at the request of the City, to require its employees to execute written undertakings to comply with the foregoing confidentiality provision.

**27. Discrimination**

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

**28. Jurisdiction – Venue**

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be government and construed in accordance with the laws of the State of California. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**29. Professional Licenses**

Contractor shall, through the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Huntington Beach and all other governmental agencies. Contractor shall notify the City immediately and in writing of her inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.



**30. Attorney's Fees**

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

**31. Survival**

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

**32. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

**33. Signatories**

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

**34. Entirety**

(a) The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement warranty, fact or circumstance not expressly set forth in this Agreement.

(b) All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

**35. Effective Date**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the Mayor. This Agreement shall expire when terminated as provided herein.

CONTRACTOR  
CLEAN EARTH ROVERS

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

By: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Print name  
ITS: (*circle one*) Chairman/President/  
Vice President

\_\_\_\_\_  
City Clerk

**AND**

By: \_\_\_\_\_

INITIATED AND APPROVED:

\_\_\_\_\_  
Print name  
ITS: (*circle one*) Secretary/Chief Financial  
Officer/Asst. Secretary-Treasurer

\_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney 

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

**EXHIBIT "A"**

A. STATEMENT OF WORK: (Narrative of work to be performed)

Routine Debris Maintenance Services For City Of Huntington Beach Harbor

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

SEE ATTACHED EXHIBIT A

C. CITY'S DUTIES AND RESPONSIBILITIES:

D. WORK PROGRAM/PROJECT SCHEDULE:

# EXHIBIT A

## Overview of Service Structure:

### Structure of Services:

Services are structured around "sites". Sites are determined as specific locations in which a Rover AVPro™ can be deployed. Usually this is limited to one marina, property, channel of water, or section of a larger body of water. As a rule of thumb, any "site" is quoted to be a maximum area of 2.5 Acres.

### Performance of Services:

The debris maintenance services will be performed by a single operator, using either autonomous missions and supervising the success of these missions remotely, or by manually performing the cleaning by driving the Rover AVPro™ with a controller. The services are performed until completion. There is no hourly minimum or maximum of a service. The operator must determine sufficient cleanup has been completed before finalizing services.

### Proof of Services:

Clean Earth Rovers will provide a proof of service by uploading "before and after" photos into Google Cloud at each site in Huntington Harbor for the duration of the contract. In addition to the photos provided, Clean Earth Rovers will quantify the amount of debris in gallons and lbs. collected and report this data in photos of "total debris collected".

### Length of Services:

The proposal of services is set to start in 2024 and have a duration of 3 years under a masters services agreement with the option to extend for a 4th fiscal year of operations.

### Scope of Services:

Clean Earth Rovers will be tasked with removing debris on the surface of the water at the specified sites in the contract. Sites may be added to the contract during seasonal needs and variations of debris in the harbor. Sites in this agreement will always be at a minimum of 2-sites/outing. Clean Earth Rovers will remove debris from the shoreline or dock where applicable. Clean Earth Rovers **will not** be responsible for debris outside of cleaning sites. Clean Earth Rovers will coordinate timing of cleanups based on location, weather, tidal shift, and schedule. Clean

Earth Rovers will also be tasked, upon request, to do oil sheen and oil spill response in the harbour waters using the Rover as a RC/autonomous system to efficiently deploy boom and sorbent material for safe and efficient oil capture.

Identified Sites:

These are sites that Clean Earth Rovers has worked with the City of Huntington Beach to identify as common areas of debris accumulation. The sites listed below are to provide options and are listed in order of severity/priority. Not all of the listed sites will be cleaned during each outing. The purpose of having secondary and primary sites is so that if any proposed site is clean during the time of scheduled services, there are other locations we have available as options for cleanup. Identified sites are attached below in Exhibit A.

Primary Sites:

1. Portofino Cove ~1.5 Acres:
2. SeaGate Yacht Club Bimini Channel ~2.3 Acres:
3. SeaGate Yacht Club Bonaire Channel ~2.0 Acres:

Secondary Sites:

1. SeaBridge Beach ~1.5 Acres:
2. Warner Dock ~1 Acre
3. French Park ~.5 Acre
4. Prince Park ~.25 Acre

Cleanup Frequency:

Based on the learnings from the pilot operation, we recommend maintaining a frequency of 2 sites cleaned 2 times per week. Additional sites may be added throughout the life of the contract, which will bring the price per site down because of our volume-based pricing model. The need for this would be if we wanted to increase from 2 sites per day to 3 or 4 sites per day depending on seasonal variations of debris in the harbor.

Proposed Schedule:

Mon	Tues	Weds	Thurs	Fri
	CER		CER	

Fee structure:

The Fee schedule is structured on a per cleanup basis. The fees are structured to reward volume based pricing on the amount of cleanups committed in any given day. The maximum site cleanups Clean Earth Rovers can managed with 1 rover is 6 sites/day. There is no incentive to doing less sites and more days due to a higher operating cost and lack of scale with mobilization. Specific pricing based on the proposed schedule is further described in Exhibit B.

Investment to the Community:

Clean Earth Rovers will invest in providing Huntington Harbor with it's own Rover AVPro unit to be permanently stored in the Harbor (through the lifespan of this agreement), allowing for more efficient operations, ease of deployment, and consistent presence among the community. We will also invest back into the community by finding local Orange County Robotics/Engineering college level students to support the operation of the Rover AVPro and its services throughout the Harbor.

## Exhibit A: Identified Sites:

Portofino Cove



SeaGate Bimini





SeaGate Bonaire



SeaBreeze Beach



- Warner Dock



French Park



Prince Park



## EXHIBIT "B"

### Payment Schedule (Hourly Payment)

#### A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

### SEE ATTACHED EXHIBIT B

#### B. Travel Charges for time during travel are not reimbursable.

#### C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
  - A) Reference this Agreement;
  - B) Describe the services performed;
  - C) Show the total amount of the payment due;
  - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
  - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set

forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement

## Exhibit B: Fee Schedule:

### Fee Schedule and Estimated Project Cost:

Yr. 1	2 Sites	Weekly Total	Annual Total
Day Rate per Site	\$328	\$1,312	\$65,600.00
*On-Demand Rate (24-hour notice)	\$300/Hr. 3-hour minimum		

Yr. 2	2 Sites	Weekly Total	Annual Total
Day Rate per Site	\$336	\$1,344	\$67,200.00
*On-Demand Rate (24-hour notice)	\$300/Hr. 3-hour minimum		

Yr. 3	2 Sites	Weekly Total	Annual Total
Day Rate per Site	\$345	\$1,380	\$69,000.00
*On-Demand Rate (24-hour notice)	\$300/Hr. 3-hour minimum		

### Option to Extend to a 4th Yr.

Yr. 4	2 Sites	Weekly Total	Annual Total
Day Rate per Site	\$354	\$1,416	\$70,800.00
*On-Demand Rate (24-hour notice)	\$300/Hr. 3-hour minimum		



Oil-Spill/Oil-sheen response rates (3-Hour Minimum) (does not include boom equipment):

Yr. 1	Yr. 2	Yr. 3	Yr. 4
\$300/hr	\$310/hr	\$318/hr	\$326/hr

\*On-Demand services would be to request an additional day in any given week or to request immediate response to an emergency, such as an oil spill

\*\*Additional sites may be added throughout the life of the contract, which will bring the Day Rate per Site down. The need for this would be if we wanted to jump from 2 sites/outing to 3 or 4 depending on seasonal effects in the harbor.

(Pricing increases made using inflation adjustment calculator at 2.5% change YOY)

Questions About Project Cost Structure:

Our team encourages you to contact us regarding any costing structure. There are ways to manipulate this fee schedule to better align with budgets and suit needs.

## Exhibit C: Overview of Equipment



### Summary:

The Rover AVPro™ acts like a “Roomba” for waters, navigating autonomously through hard to reach areas and collecting physical debris, oil, and other hydrocarbons.

### Key Features:

- 20 hr. run time
- 45 gallon debris capacity
- Wheels for fast land transport and easy launching
- 120 meter 360 LiDAR obstacle detection
- GNSS for advanced positioning up to .3 meter accuracy
- Cloud connected autonomy using wifi and 5G to control from anywhere

### Benefits:

- Small and versatile for limited access areas
- Clean energy EV, no byproduct from operations
- Single-person deployment
- Fast collection, 60 sqft/minute cleaning capacity
- Control autonomously from anywhere on browser
- Load in and out of the water from beaches, ramps, or cranes