

**TRASH CAN PICK-UP & SIDEWALK CLEANING/MAINTENANCE - CONTRACT AGREEMENT FOR SERVICES** June 1, 2020

Contracted with:  
**Naturescape, Inc.**  
 8575 Aero Drive  
 San Diego, CA 92123  
 PO Box 17281  
 San Diego, CA 92117  
 Randy Bates

**Ocean Beach Mainstreet Association**  
 1868 Bacon Street, Suite A  
 San Diego, CA 92107  
 619-224-4906, fax 619-224-4976  
  
 Denny Knox, Executive Director  
 619-302-0517  
[info@oceanbeachsandiego.com](mailto:info@oceanbeachsandiego.com)

**CONTRACTED RATE:**

\$3200 per month. Other related services beyond this scope will be billed separately only after being approved by OBMA Executive Director.

**TERM OF CONTRACT:** June 1, 2020 – October 31, 2021

The following is the scope of services agreed upon for the Newport Avenue to be performed in the 4800, 4900 and 5000 blocks of Newport Avenue in Ocean Beach beginning on June 1, 2020 through October 31, 2021. Upon 30 days written notice to the addresses above, either party may terminate this agreement for any reason.

**PAYMENT TERMS:**

An invoice must be provided to OBMA by the first of each month payable immediately. All payments for additional OBMA-approved work not expressly included in this contract will be added to regular payments.

**SCOPE OF SERVICES:**

To provide trash can pick up/maintenance and sidewalk cleaning/maintenance services along the public right-of-way in the Newport Avenue Maintenance Assessment District.

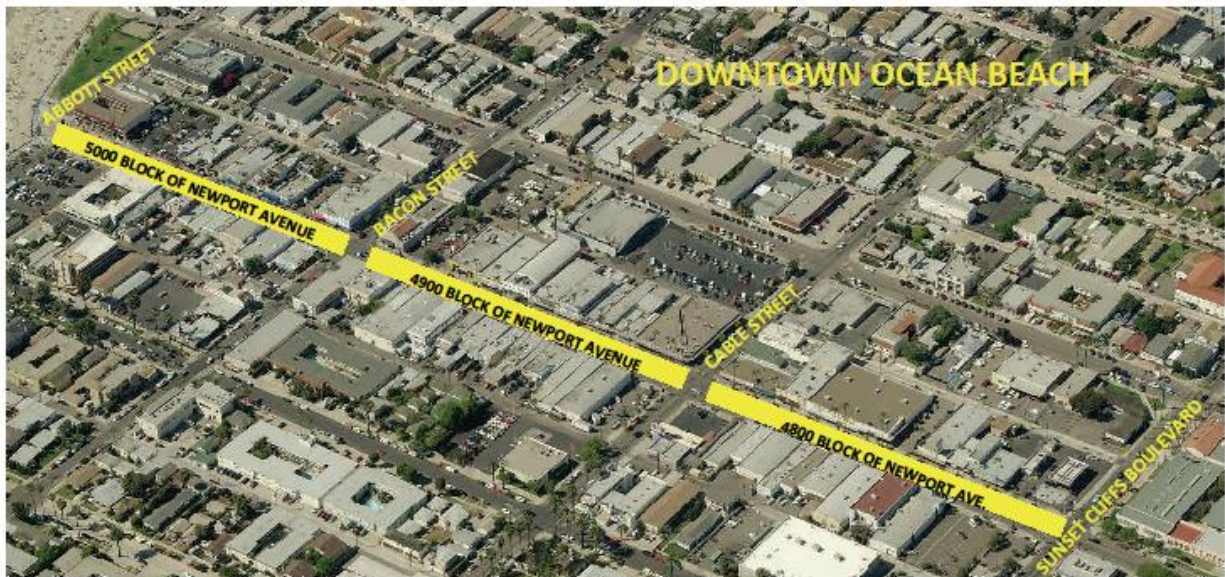
PUBLIC RIGHT OF WAY TRASH PICK UP & MAINTENANCE – SIDEWALK SWEEPING, LITTER ABATEMENT, GUM REMOVAL, ASHCAN PICK UP AREAS TO BE SERVICED	FREQUENCY BY BLOCK	PARTICIPATE IN MEETINGS & WALK-THROUGHS with staff
4800 Newport Avenue See descriptions below	7 days per week or as needed	Monthly Design Meetings and bi-annual walk through
4900 Newport Avenue See descriptions below	7 days per week or as needed	Monthly Design Meetings and bi-annual walk through
5000 Newport Avenue See descriptions below	7 days per week or as needed	Monthly Design Meetings and bi-annual walk through

- Empty all trash cans** (approx. 31) daily as needed (i.e., if more than half full), provide/replace trash bag liners, and dispose of waste at city-approved waste site. Contractor to work with OBMA staff to determine the frequency per block. A minimum

frequency of 5 days per week and before 10am. (see hand-drawn map of current locations attached)

- Maintain trash receptacles** as needed including cleaning lids and/or replacing damaged lids (lids to be provided by OBMA), replacing interior trash receptacles for cement trash cans as needed (liners to be provided by OBMA), and removing graffiti (painting out graffiti within 48 hours) on trash receptacles and lids. Periodic cleaning the outside and inside of the trash cans and the area around the trash cans as needed. Contractor provides trash bag liners.
- Empty OBMA provided ashcans** (approx. 24) as needed (approximately 2 times per week). Remove graffiti from ash cans (as needed). Replace ashcans when existing ashcans are damaged. Replacement ashcans will be provided by OBMA.
- Broom sweep and/or vacuum the sidewalks, gutters, curbs, and curbs surrounding planters** as needed. Remove all trash. All debris must be swept up and disposed of according to city guidelines. Gum removal from sidewalks as needed. Stain removal especially around trash cans. Gutters to be cleaned by 10am (when streets have fewer parked cars). Sidewalks can be swept during business hours if necessary.
- Dispose of all waste** at City of San Diego-approved waste sites.
- Notify OBMA** within 24 hours by email or text if there are any hazards, problems with merchants, leaks, or potentially dangerous situations.

**MAP OF NEWPORT AVENUE MAINTENANCE ASSESSMENT DISTRICT:**



## **INSURANCE REQUIREMENTS**

Contractor must be in full compliance with the requirements for general liability insurance, commercial automobile liability insurance, and workers compensation insurance during the entire contract period. Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required by OBMA and until such insurance has been approved by the OBMA. See requirements below:

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. At all times during the term of this Agreement, Contractor shall maintain, in full force and effect, Commercial General Liability Insurance providing coverage to a combined single limit \$1,000,000 per occurrence, subject to an annual aggregate of \$2,000,000 for general liability, completed operations and personal injury other than bodily injury. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. This must include an additional insured and endorsement page naming:
  - Ocean Beach MainStreet Association and its respective officers, employees, agents, and representatives
  - City of San Diego and its elected officials, officers, employees, agents, and representatives.

### **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

2. The same limits as GL and including all owned auto, hired and non-owned auto for all Contractor's activities within the district or related to the NAMAD. This must include an additional insured and endorsement page naming:
  - Ocean Beach MainStreet Association and its respective officers, employees, agents, and representatives
  - City of San Diego and its elected officials, officers, employees, agents, and representatives.

### **WORKERS' COMPENSATION INSURANCE**

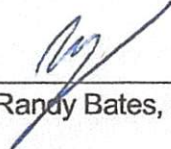
3. For all Contractor's employees who are subject to this Agreement and to the extent required by the State of California, the Contractor shall keep in full force and effect, a worker's compensation policy. That policy shall provide a minimum of \$1,000,000 of employer's liability coverage, and the Contractor shall provide an endorsement that the insurer waives the right of subrogation against:
  - Ocean Beach MainStreet Association and its respective officers, employees, agents, and representatives
  - City of San Diego and its elected officials, officers, employees, agents, and representatives.

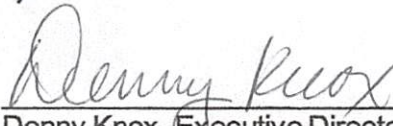
### **ENDORSEMENTS**

4. All endorsements required above shall be in full force and effect for the entire term of this agreement.

**SIGNATURES**

All parties must sign and date this agreement before work commences.

  
\_\_\_\_\_  
Randy Bates, Naturescape .                      6/18/2020  
Date

  
\_\_\_\_\_  
Denny Knox, Executive Director                      6/18/2020  
Date  
1868 Bacon Street, Suite A, San Diego, CA 92107  
619-224-4906, fax 619-224-4976

Please submit signed contract to:  
Denise (Denny) Knox, Executive Director  
Ocean Beach MainStreet Association  
**NAMAD Signed Contract Enclosed**  
1868 Bacon Street, Suite A  
San Diego, CA 92107