

**TRASH SERVICES, SIDEWALK CLEANING/MAINTENANCE, LANDSCAPE MAINTENANCE CONTRACT  
AGREEMENT FOR SERVICES**

Subcontractor:  
  
**Naturescape, Inc.**  
 8275 Vickers St.  
 San Diego, CA 92111  
  
 Randy Bates

District Manager:  
**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:**

\$5050 per month or \$60,600 per year. Other related services beyond this scope will be billed separately only after being approved by OBMA Executive Director.

**TERM OF CONTRACT:** 3 years. November 1, 2021 – October 31, 2024.

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 November 1, 2021 through October 31, 2024. 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:**

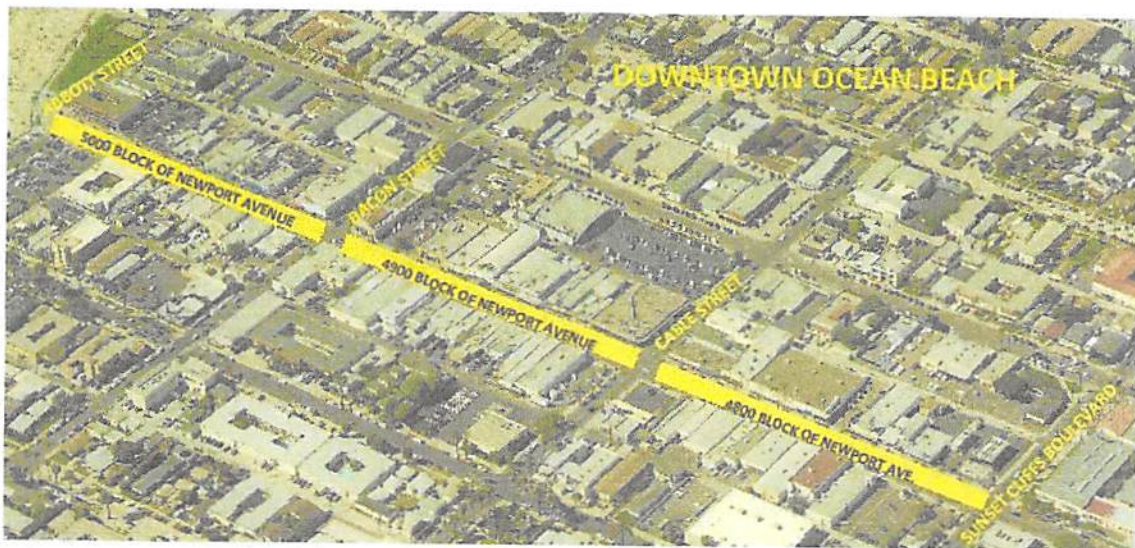
To provide trash can pick up/maintenance, sidewalk cleaning/maintenance, and landscaping services along the public right-of-way in the Newport Avenue Maintenance Assessment District.

<b>AREAS TO BE SERVICED</b>	<b>FREQUENCY BY BLOCK</b>	<b>PARTICIPATE IN MEETINGS &amp; WALK-THROUGHS with staff</b>
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. 30) daily as needed (i.e., if more than half full), provide/replace trash bag liners, and dispose of waste at city-approved waste site. Subcontractor 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 of the outside and inside of the trash cans and the area around the trash cans as needed. Subcontractor 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.
- Provide landscape maintenance** for the same area in planter beds around palm trees.
- Trash service and street cleaning after OB Farmers Market** on Wednesdays after 10pm.
- 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:**



## **REQUIREMENTS OF DISTRICT MANAGER & SUBCONTRACTORS**

**1. Quality of Work:** All work performed within this Scope of Work shall be done with the expectation doing the highest quality of work and doing so in an efficient manner. All work performed within this Scope of Work will be completed in accordance with industry best practices and in keeping with the high aesthetic level of the Contract Sites being maintained.

**2. Schedule of Work:** All work performed within this Scope of Work will be completed per the schedule shown in Section E of this Scope of Work or, in special circumstances, as requested by the District Manager or the City.

**3. Proper Conduct:** The District Manager, Subcontractors and their employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public.

**4. Safety Requirements:** The District Manager, Subcontractors and their employees will follow all federal, state and local safety laws, regulations and ordinances to ensure a safe and healthy work environment. All work performed within this Scope of work will be completed with the highest standards of safety for the public, the District Manager, Subcontractor and their employees.

**5. Hazardous Conditions:** The District Manager, Subcontractors and their employees shall maintain all contract sites and work sites free of hazards to persons and property, whether or not resulting from Contractor's operations. Contractor shall immediately report to the District Manager any hazardous conditions, within or affecting a Contract Site, noted by the Contractor, which are not a result of the Contractor's operations.

**6. Clean Work Area:** The District Manager, Subcontractors and their employees shall ensure that the areas in which any work performed is carried out in a clean work environment and, upon completion of all work, will ensure that the area is left clean and with no debris remaining from their work performed.

**7. Method of Performing Work:** The method of work may be determined by the District Manager or its Subcontractors using the best practices of the industry, all work safety and health precautions for the public and employees and complete all work in compliance with all applicable laws, ordinances or regulations. This assumes that any and all contractors are appropriately licensed, trained and properly permitted to complete the work for which they perform within their specific contract or subcontract.

**8. Inspections:** The City Representative may perform an inspection of any and all work being completed by the District Manager or Subcontractors within this Scope of Work. The District Manager or Subcontractors will accommodate these inspections as requested and offer safe access to any work areas for the purpose of inspecting the work being completed. District Manager may also perform an inspection of any and all work being completed by the Subcontractors within this Scope of Work. The District Manager or Subcontractors will accommodate these inspections as requested and offer safe access to any work areas for the purpose of inspecting the work being completed.

## **INDEMNIFICATION AND INSURANCE**

Subcontractor 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. Subcontractor shall not commence work until subcontractor 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, Subcontractor shall maintain, in full force and effect, Commercial General Liability Insurance providing coverage Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. 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 Subcontractor's employees who are subject to this Agreement and to the extent required by the State of California, the Subcontractor shall keep in full force and maintain workers' compensation insurance for its employees. Insurance coverages as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Subcontractor 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.

