

Downtown San Diego Sidewalk Repair Program

Request for Proposals

For

Downtown San Diego Partnership

401 B Street, Suite 100

San Diego, CA 92101

(619) 234-8900

info@improvedtsd.org

Contents:

Introduction.....	3
COVID-19 Protocol	3
Definitions.....	3
Scope of Work	3
Technical Specifications	4
Performance Standards:	5
Communication.....	6
Appearance	6
Frequency.....	7
Subcontracting	7
Compliance	7
Demonstrations	7
Public Disclosure	7
Proposal Format and Content.....	8
Proposal Evaluation Criteria:	8
Proposal Schedule.....	9
Terms and Conditions	9
Contract Extension.....	9
Insurance	9
Indemnity and Hold Harmless:	10
Equal Opportunity Program Requirements.....	11
Living Wage.....	11
Nondiscrimination Policy	11
Partnership Contact.....	12
Attachments	13

Introduction:

The Downtown San Diego Partnership is a nonprofit organization that serves as the principal voice and driving force behind the economic prosperity and cultural vitality of Downtown San Diego through membership, advocacy and public services. It also serves as the managing organization for several special districts including the Clean & Safe program that provides essential public services in the 275 blocks of Downtown. The organization's nearly 300 members, representing a variety of business sectors including real estate, technology, banking, law, defense, insurance, communications, energy, and tourism, are committed to nurturing a Downtown that benefits the entire San Diego region.

The Downtown San Diego Partnership is requesting proposals for sidewalk repairs and redevelopment throughout Downtown San Diego, for a total 14,515 square feet of sidewalk repairs.

COVID19 Protocol:

Contractor shall comply with CDC guidelines related to COVID-19 and other health hazards to protect employees and pedestrians.

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Definitions:

Block: The public right of way in Downtown San Diego consisting of four connecting sides with 2-200 foot sections and 2-300 foot sections.

Super-Block: Sections of the public right of way in Downtown San Diego where the measurements of the four connecting sides are greater than 200 & 300 feet.

Sidewalk: 1 of 4 sections of a downtown block. It will measure 200 feet or 300 feet.

Private Patio: Areas within a public sidewalk that have been converted to private property by authorization of a city permit to be utilized as a sidewalk café/patio.

Scope of Work: The scope of work shall include the permitting, repair and/or redevelopment of sidewalks within five neighborhood districts in downtown San Diego (Refer to Exhibit A: Sidewalk Repair Locations). Location and total square feet by neighborhood is as follows:

- Provide sidewalk repairs in 2 locations and redevelopment for 9 sidewalks in the Columbia District, a total 500 square feet of sidewalk repairs.
- Provide sidewalk repairs in 4 locations and redevelopment for 6 sidewalks in the City Center District, a total 2,655 square feet of sidewalk repairs.
- Provide sidewalk repairs in 7 locations and redevelopment for 3 sidewalks in the Cortez District, a total 2,547 square feet of sidewalk repairs.
- Provide sidewalk repair in 4 locations and redevelopment for 10 sidewalks in the East Village, a total 8,600 square feet of sidewalk repairs.

- Provide redevelopment for 2 sidewalks on federal property in the Marina District, a total 213 square feet of sidewalk repairs.

Technical Specifications:

- The contractor will be responsible for acquiring all city permits, sidewalk closure requirements and any city ordinances needed to get the job done from start to finish.
- The 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.
- All work shall be in accordance with the requirements of the Contract Documents and the California Building Code, Uniform Building Code, Mechanical Code, Plumbing Code, and Electric Code; either International, National, or Local, whichever applies.
- Contractor shall ensure all employees are provided with personal protective equipment (PPE) daily. Contractor Supervisor will ensure PPE is used during contractor hours.
- Contractor shall comply with CDC guidelines related to COVID-19 and other health hazards to protect employees and pedestrians.
<https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- Contractor shall possess or shall be able to obtain necessary replacement equipment and staffing to ensure that the work will be performed in the event of equipment failure or employee absence.
- Contractor shall specify cast-in-place concrete, including reinforcement, concrete materials, mix design, placement procedures, and finishes.
- Traffic control & work zone protection.
- Traffic signage (pedestrian and vehicle), safety equipment, traffic cones items needed to inform the public of a construction site.

Sidewalk Repair Requirements:

Contractor shall comply with all requirements and standards regarding sidewalk repair from the City of San Diego. At minimum the contractor shall perform the following, except where in conflict with the City of San Diego's standards, which shall prevail.

- Sawcut and remove project sections of existing concrete sidewalk.
- Excavate as needed to prepare the subgrade and install the forms necessary to support the pouring of a 5' wide concrete sidewalk to replace the removed sections.
- The new sidewalk shall have a minimum depth of (4"-6") when poured.
- Pour, finish and cure concrete with **specified** reinforcement, dimension, slope, finishing, and joints.

Performance Standards:

Management - Contractor shall provide management services, including but not limited to employee supervision, work scheduling, supplies control, quality control and management availability.

Employee Supervision - Contractor employee(s) shall be supervised by Contractor to ensure proper performance of duties and adherence to contractual requirements. A weekly inspection of Downtown sidewalks must be made by the contractor's supervisor.

Dismissal of Unsatisfactory Employees - If, in the opinion of Downtown San Diego Partnership, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on Downtown San Diego Partnership property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

The removal of an employee is not to affect the quality or timeliness of the contract in any way.

Quality Assurance - Whenever complaints are received from building occupants, an inspection will be made to validate the complaint. If valid, Downtown San Diego Partnership will notify Contractor and corrective action must be taken within twenty-four (24) hours. Continued failure and/or poor performance shall be cause for termination of contract.

Participation - Contractor must learn about all services provided by Downtown San Diego Partnership and notify supervisor on duty of any issues (e.g. trash on the sidewalk, safety issues).

Protection of Existing Facilities - Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by the Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacement shall be the sole responsibility of the Contractor.

Extreme care shall be taken to prevent water from entering store basements and storefronts through sidewalk elevators and/or door sills.

Storm Water Regulations - Must comply with City of San Diego and other local, state, and federal agencies that regulate the discharge of unauthorized products and materials into the storm water conveyance system. For specific requirements, visit the following link: <http://www.sandiego.gov/thinkblue/>.

Noise Regulations - Must comply with sections of the San Diego Municipal Code that regulate noise levels within the City. For specific requirements, visit the following link: <http://docs.sandiego.gov/municode/MuniCodeChapter05/Ch05Art9.5Division01.pdf>

Water Use Regulations - Must comply with City of San Diego and other local, state, and federal agencies that regulate the use of water. For specific requirements, visit the following links: <https://www.sandiego.gov/stormwater/enforcement> and https://www.sandiego.gov/sites/default/files/pressure_washing_final_2016.pdf

Communication: The ability to speak English well enough to effectively communicate with people in the service area, management and supervisory personnel is required.

Appearance: A professional, well-groomed appearance that is consistent with the Downtown San Diego Partnership's image is required to ensure that our clients have a positive overall impression of the organization and Downtown San Diego.

- **Uniforms:** All work attire must be complete, clean, odor free, with no stains, rips, or holes.
 - Work shirts and safety vests must be provided. Explicit or suggestive language or images are forbidden.
 - Pants/Shorts: Pants or shorts must not be ripped, worn, torn, or frayed. Pants and shorts must be worn above hip bone and should not be baggy or sagging.
 - Shoes: Shoes must be clean, in good repair and conform to the safety standards of your service.
 - Socks: Must wear black or white socks
 - Belts: Belts that are worn should coordinate and not pose a safety hazard.
 - Jewelry: Jewelry must not present a safety hazard.
- **Hygiene:** Clean hygiene is expected.
- **Hair:**
 - Men: Hair must be clean and styled to provide a conservative, neat appearance. Long hair may not fall forward while performing normal job duties. Extreme or bizarre hair colors are not permitted. Facial hair must be neatly trimmed and give a professional appearance.
 - Women: Hair must be clean and styled to provide a conservative, neat appearance. Long hair may not fall forward while performing normal job duties. Extreme or bizarre hair colors are not permitted. Hair clips, ribbons, or bows that coordinate with uniform colors are acceptable.
- **Body Art:** Tattoos are acceptable, but may not be offensive, derogatory, racial, explicit, or gang related.
- **Cell Phones/Pagers:** While delivering contracted services personal cell phones, texting devices, pagers, or any other electronic communication devices should not be used unless it is related to the service provided. Per California state law, a hands-free device must be employed while driving and speaking on a cell phone.

- **Sunglasses:** Sunglasses should have a conservative, professional appearance and should only be worn when conditions require.

Frequency: Not applicable.

Subcontracting: If the Contractor intends to use subcontractors, the Contractor shall submit a list of subcontractors for approval by Downtown San Diego Partnership. The Contractor may not subcontract 50% or more of the awarded contract work. 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 Downtown San Diego Partnership, the Contractor shall not substitute any subcontractor or supplier in place of the subcontractors designated in the list.

Compliance: Respondents must demonstrate the ability to deliver the requested services while operating in a dynamic environment with noise, parking, and traffic restrictions. Respondents must also demonstrate the ability to comply with all Federal, State, Regional and City of San Diego storm water regulations, specifically wastewater reclamation, while performing the requested services. Respondents must also demonstrate the ability to perform the services at times and in a manner that does not interfere with or disrupt normal business operations. For specific requirements, visit the following links:

<http://clerkdoc.sannet.gov/legtrain/mc/MuniCodeChapter05/Ch05Art9.5Division04>
<http://clerkdoc.sannet.gov/legtrain/mc/MuniCodeChapter04/Ch04Art03Division03>
<http://www.sandiego.gov/stormwater>

Public Disclosure: As a general rule, all documents received by the Downtown San Diego Partnership are considered public records and will be made available for public inspection and copying upon request. *If you consider any documents submitted with your response to be proprietary or otherwise confidential, please submit a written request for a determination of whether the documents can be withheld from public disclosure no more than ten (10) days prior to the due date of your response.* If you do not obtain a determination of confidentiality prior to the submittal deadline, any document(s) submitted will be subject to public disclosure.

Proposal Format and Content: All respondents are required to submit an electronic submittal sent to Ernesto Romo, Senior Operations Manager, at info@improvedtsd.org. The format is specified below.

1. **Cover Page** – Include project title and company name, address, and telephone number.
2. **Table of contents** – Include a complete and clear listing of headings and pages to allow easy reference to key information.

3. **Cover Letter** – The cover letter should be brief, and any changes to the format or deletions of requested material should be explained in the cover letter. The cover letter should also include the title and signature of the company's contact person for this procurement. The signatory shall be a person with official authority to bind the company.
4. **Methods of Service** – Describe the company's proposed method and time schedule for performing the elements of the scope of work.
5. **Qualifications and Experience** – One to three pages that outline past experience conducting sidewalk repair operations, a summary of past experiences and backgrounds of the individuals to be involved with providing the services under this contract.
6. **Schedule of Rates** – This section shall contain the proposed fee and schedule of rates for each segment of sidewalk repairs in each of the five neighborhoods separately.
7. **References** – This section shall contain the following: three to five past or current clients, for which this scope of work was performed, with contact names and phone numbers.
8. **Insurance** – Evidence that respondent maintains insurance policies as stated in the RFP.
9. **Other Information** – List of all subcontractors to be involved with accomplishing the components listed in the scope or work, along with their credentials and background to perform under this contract, including required permits.

Proposal Evaluation Criteria: Proposals received will be evaluated according to the following criteria.

- Demonstrated ability to deliver services requested
- Proposed methods to accomplish work in a competent and timely manner
- Ability to comply with Municipal Codes and Storm Water Regulations
- Specialized experience and technical competence
- Ability to meet insurance requirements
- Competitive fees and rates
- Technology and equipment reliability
- Ability to respond to and resolve complaints in a timely manner
- Excellent customer service

Proposal Schedule:

- Question Deadline – 5:00 pm on Friday, February 29, 2021
- Deadline – Electronic submittal shall be delivered no later than 5:00 pm, Friday, February 5, 2021 to Ernesto Romo, Senior Operations Manager, at info@improvedtsd.org.
- Interviews – Week of February 15th.

- Selection of Preferred Contractor – Week of February 22nd.

Terms and Conditions: The issuance of this RFP does not commit the Downtown San Diego Partnership to award a contract, to pay any cost incurred in the preparation of a response to this request, or to procure a contract for services. The Downtown Partnership retains the right to modify the scope of work at any time during the RFP process. All respondents should note that the execution of any contract pursuant to this RFP is dependent upon the approval of the Downtown San Diego Partnership. The Downtown Partnership retains the right to reject all submittals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful respondent. Each submittal shall be valid for no less than ninety (90) days from the date of receipt.

Contract Extension: At the sole discretion of the Downtown San Diego Partnership, any resulting contract may be extended, however, in no case shall the renewal extend beyond five years from the date of award of the original contract.

Insurance: The firm(s) selected to perform the work described in this RFP will be required to provide:

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 no 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 Downtown San Diego Partnership for review. Downtown San Diego Partnership 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 Downtown San Diego Partnership, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other self-insurance programs afforded to Downtown San Diego Partnership. The Contractor waives all rights against Downtown San Diego Partnership 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.

Other Insurance. Contractors 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. The Contractor waives all rights against Downtown San Diego Partnership 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.

Worker's Compensation Insurance. The contractor shall maintain the worker's compensation and employer's liability insurance. The Employer's Liability Limits shall not be less than \$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. The Contractor waives all rights against Downtown San Diego Partnership 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. Contractors shall provide the Downtown San Diego Partnership with a waiver of right to recover from others endorsement, Workers Comp Form WC 04 03 06 (Ed. 4-84), or its equivalent.

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.

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, the Contractor shall indemnify, defend (with legal counsel reasonably satisfactory to Downtown San Diego Partnership) and hold harmless the Indemnitees (defined below) from and against any and all Claims (as defined below). The Contractor's obligation to defend and indemnify shall be triggered by the assertion of a Claim against any Indemnatee 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, the Contractor shall not be obligated under this Agreement to indemnify any Indemnatee for any Claims arising from the sole negligence or willful misconduct of that Indemnatee. The 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 Downtown San Diego Partnership 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.

The firm(s) selected to perform the work described in this RFP will be required to provide evidence of personal injury, bodily injury, and property damage insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence, subject to an annual aggregate of two million dollars (\$2,000,000.00) for general liability, completed operations, and personal injury, other than bodily injury, insuring against all liability of the City of San Diego, Downtown San Diego Partnership, its members, Board of Directors, and its authorized representatives, arising out of or in connection with, the performance of work under this contract with the Downtown San Diego Partnership.

Equal Opportunity Program Requirements: The City of San Diego and the Downtown San Diego Partnership are strongly committed to equal opportunity in the solicitation of professional service consultants. To assure that consultants doing business with, or receiving funds from the City of San Diego and the Downtown San Diego Partnership are equal opportunity contractors and employers, Respondents shall comply with requirements of San Diego Ordinance No. 18173, section 27.2701 through 22.2708.

Living Wage: The Contractor must comply with the City of San Diego Living Wage ordinance. For specific requirements, visit the following link:

<http://www.sandiego.gov/purchasing/programs/livingwage/>

Nondiscrimination Policy: The respondent shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of employees, subcontractors, vendors, or suppliers.

Partnership Contact: The Downtown San Diego Partnership looks forward to receiving a submittal from your company. If you have any questions regarding this RFP, please direct them, prior to 5:00 pm on January 29, 2021, to:

Senior Operations Manager, Ernesto Romo

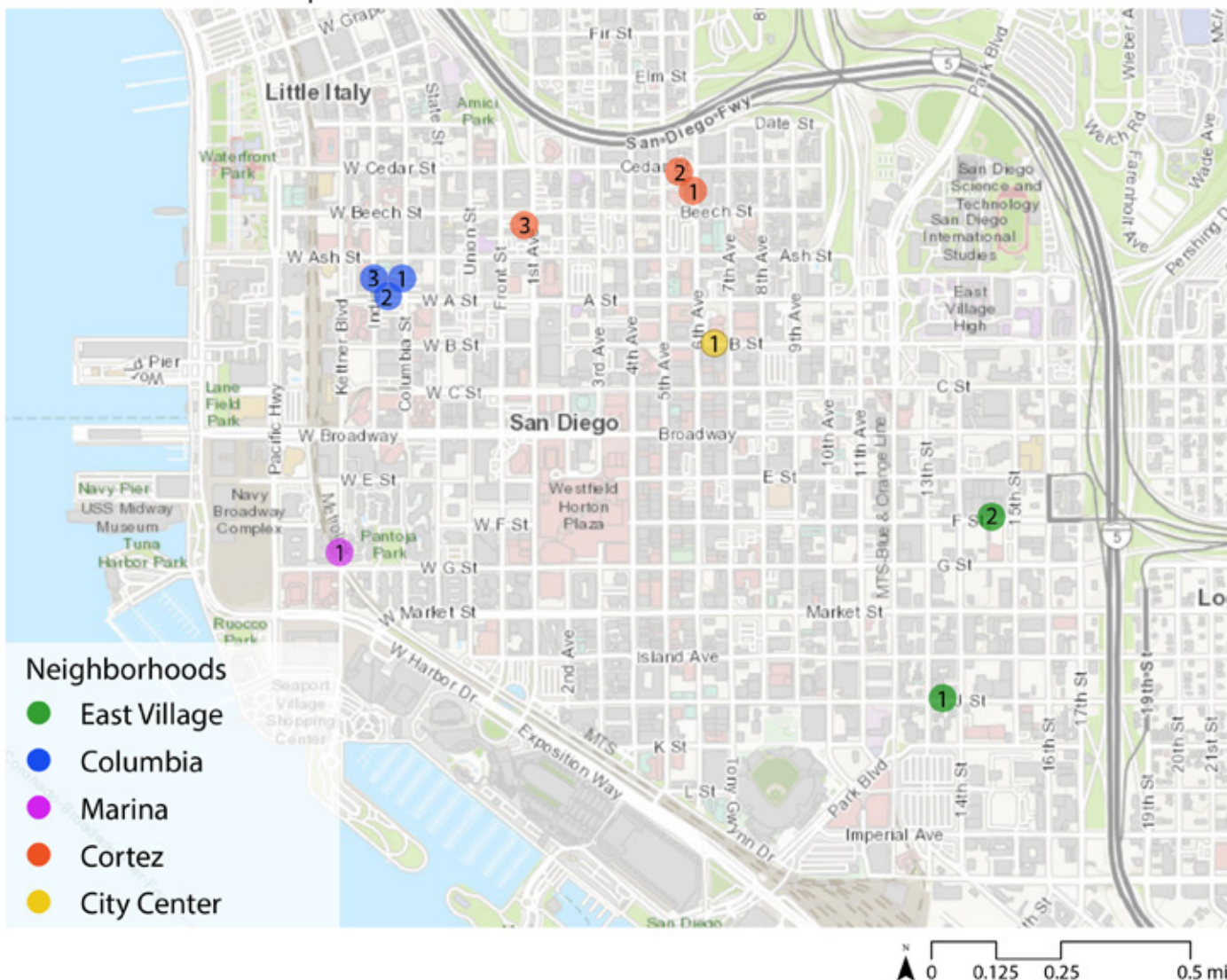
Downtown San Diego Partnership

info@improvedtsd.org

Responses to questions received will be posted to the Downtown San Diego Partnership RFP/RFQ webpage at [RFQ/RFP | Downtown San Diego Partnership](#)

Sidewalk Repair Locations By Neighborhoods

Downtown Sidewalk Repair Locations



● East Village

1. F St. between 14th & 15th Ave.
2. J St. between 13th & 14th Ave.

● Columbia

1. Columbia St. & A St. - SW Corner
2. A St. & Columbia St. - N Corner
3. India St. between Ash & A St.

● Marina

1. Kettner between F St. & G St.

● Cortez

1. 6th Ave. between Cedar & Beech St.
2. Cedar St. between 5th & 6th Ave.
3. Beech St. & 1st Ave. - SW Corner

● City Center

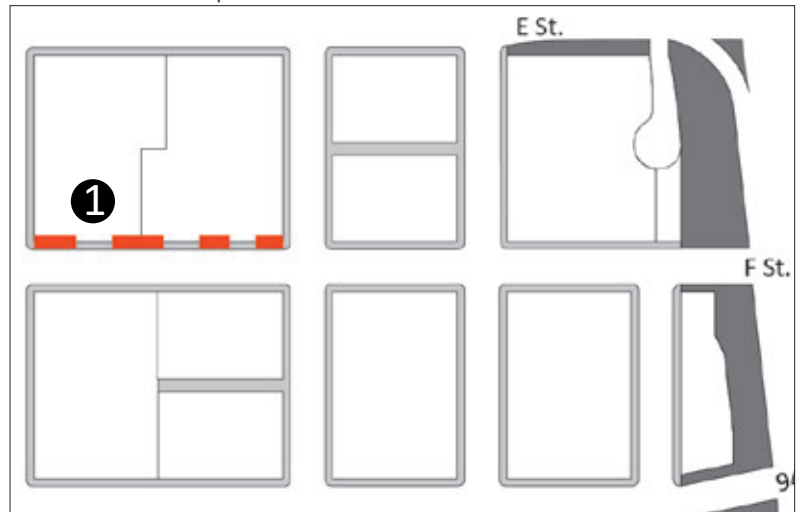
1. B St. between 6th & 7th Ave.

● East Village

Sidewalk Repair Locations:

- ① F St. between 14th & 15th Ave.
2,436 sf
 - ② J St. between 13th & 14th Ave.
770 sf
- Total: 3,206 sf**

Reference Map



Location Photos:



1. F St. B/W 14th & 15th Ave.



1. F St. B/W 14th & 15th Ave.



2. J St. B/W 13th & 14th Ave.

● Columbia

Sidewalk Repair Locations:

- ❶ Columbia St. & A St. - SW
396 sf
- ❷ A St. & Columbia St. - N
197 sf
- ❸ India St. between Ash & A St.
1,584 sf

Total: 2,177 sf

Reference Map



Location Photos:



1. Columbia St. & A St. - SW



2. Columbia St. & A St. - N



2. Columbia St. & A St. - N



3. India St. B/W Ash & A St.



3. India St. B/W Ash & A St.

● Marina

Sidewalk Repair Locations:

- 1 Kettner between F St. & G St.
225 sf

Total: 225 sf

Reference Map



Location Photos:



1. Kettner between F St. & G St.

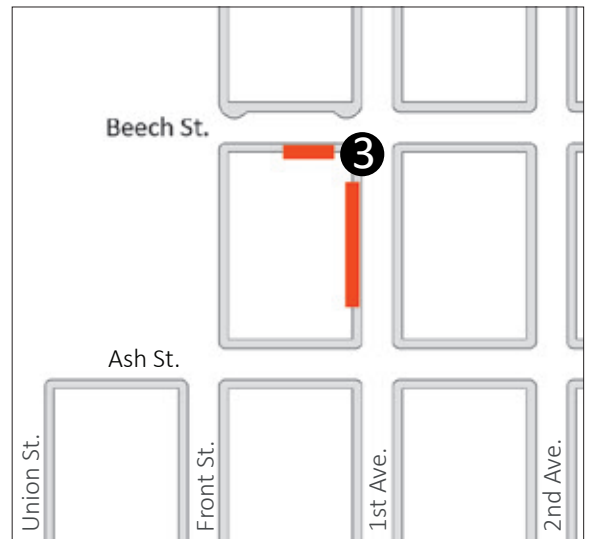
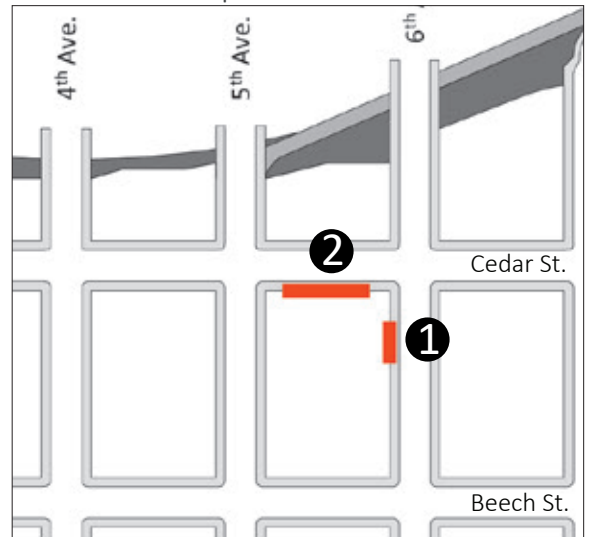
● Cortez

Sidewalk Repair Locations:

- ❶ 6th Ave. between Cedar & Beech
132 sf
- ❷ Cedar between 5th & 6th Ave.
764 sf
- ❸ Beech St. & 1st Ave. - SW
2,650 sf

Total: 3,546 sf

Reference Map



Location Photos:



1. 6th Ave. B/W Cedar & Beech



2. Cedar B/W 5th & 6th Ave.



3. Beech St. & 1st Ave. - SW

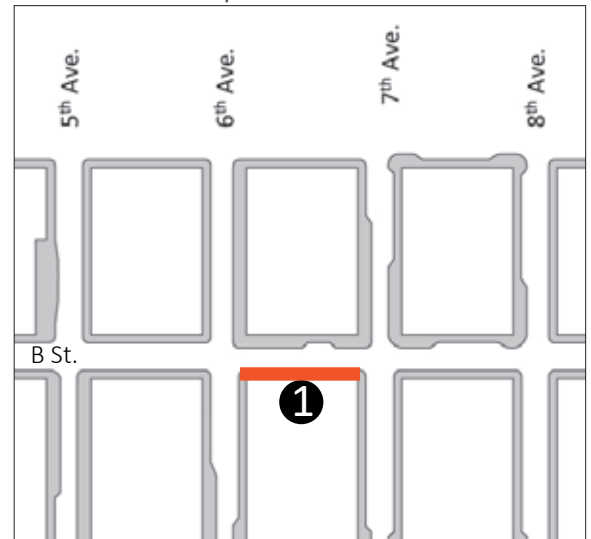
● City Center

Sidewalk Repair Locations:

① B St. between 6th & 7th Ave.

Total: 1,127 sf

Reference Map



Location Photos:



1. B St. between 6th & 7th Ave.