

Downtown San Diego Partnership

Clean & Safe Program



Request for Proposal

For

Downtown Property & Business Improvement District (PBID)

Sidewalk Power Washing Service

1111 Sixth Ave. Suite 101

San Diego, CA 92101

(619) 234-8900

info@improvedtsd.org

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Introduction: The Downtown San Diego Partnership (“DSDP”) is the owners association responsible for the Downtown Property and Business Improvement District (“PBID”), also known as the DSDP Clean & Safe Program (“C&S”). The Downtown PBID was established in 2000 by a ballot proceeding in accordance with California Proposition 218. It was developed by a growing coalition of property owners in cooperation with the Downtown San Diego Partnership. The PBID is a special benefit assessment district proposed to improve and convey special benefits to properties within PBID boundaries.

The PBID boundaries are generally located south and west of Interstate 5 and include the neighborhoods of City Center, Columbia, Cortez, East Village, Gaslamp Quarter, and Marina. It provides enhanced maintenance and public safety services above and beyond those offered by the City of San Diego.

The PBID is managed by the Downtown San Diego Partnership in accordance with its operating agreement with the City of San Diego. It is governed by the Downtown San Diego Partnership Board of Directors consisting of property owners within the district. The program is financed through the levy of assessments upon real property that benefits from the services provided.

The Downtown San Diego Partnership is requesting proposals for sidewalk power washing services within the PBID boundaries in Downtown San Diego. The district includes six neighborhoods and covers 275 blocks of Downtown San Diego. Proposals will be accepted for individual areas and the entire district.

Definitions:

Block: The public right of way in Downtown San Diego consists 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 regularly scheduled power washing of sidewalks that accomplishes the following:

- Removal of dirt and stains
- Removal of human and animal waste and stains
- Removal of food waste and stains

- Removal of graffiti on sidewalks. The contractor is responsible for providing additional supplies and equipment.
- Removal of curb line stains.
- Removal of sidewalk trash and litter before power washing. At no time should trash and debris be swept onto the street.
- Contractor is required to utilize an environmentally and pet-friendly odor eliminator product for each sidewalk serviced.
- Disposal of wastewater collected by Clean & Safe
- Cleaning of base & top of public trash cans in the public right of way
- Cleaning of all sidewalk tree grates.
- Removal of gum and other substances/objects that may stick to sidewalk surfaces
- Reclamation of all power wash water runoff.
- Power washing wand/gun cannot exceed 10 inches from the sidewalk.
- Legible “Caution” & “Closed Bike Lane” signs placed on every sidewalk/bike lane being power washed. Place barriers to block sidewalk/bike lane access to pedestrians, cyclists, motor scooters, or other means to prevent slip and fall incidents while allowing for ADA access.
- Enter all service activity into the required data collection software. The Contractor’s responsibility will include procuring the necessary phone device and software application. The Data collection vendor will charge the contractor a service fee of \$75 per month per phone.

Technical Specifications:

- Contractor shall furnish all equipment including, but not limited to, all trucks, tanks, hand brooms, scrapers, scrub brushes, hoses, window squeegee, and other equipment necessary to clean all sidewalks thoroughly.
- The truck(s) utilized in this contract shall be equipped with a cover to prevent debris from blowing out the truck during transport.
- Contractor shall ensure all employees are provided with personal protective equipment (PPE) daily. The contractor Supervisor will ensure PPE equipment 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 without regard to equipment failures or absenteeism of employees.
- Any 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 the Contractor by DSDP. Each vehicle will have a unique vehicle identification number.
- Contractor is to list equipment and employees proposed to be used in this contract, including:
 - Vehicle make, model, year
 - Pressure washing equipment make, model, year, PSI, and noise decibel

- Information stating whether a pressure washer is installed on the vehicle or towed on a trailer
- Number of people proposed to perform contract services on days specified

Washing Requirements:

After removing all debris from the sidewalk, the entire sidewalk shall be washed with a high-pressure washer (2,000 psi minimum) to remove all dirt, liquids, and other pedestrian/vehicle residue. Pressure washers shall be able to attain a minimum temperature of 160 degrees. Drop inlet grates shall be free from debris when completed. No mechanical cleaning devices shall be driven on the sidewalk.

Any use of harmful products to the environment shall be cause for punitive action from Federal, State, Regional, and City of San Diego stormwater waste.

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 shall supervise employees to ensure the execution of proper duties and adherence to contractual requirements. The contractor's supervisor must make a weekly inspection of the Downtown sidewalks and document their inspections using EPONIC.

Dismissal of Unsatisfactory Employees- If, in the opinion of DSDP, an employee of the Contractor is incompetent or disorderly, refuses to perform by the terms and conditions of the contract, threatens or uses abusive language while on duty, 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 by DSDP will be made to validate the complaint. If valid, DSDP will notify the Contractor who needs to take corrective action within twenty-four (24) hours or the next business day. Continued failure and poor performance shall be cause for termination of the contract.

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

Protection of Existing Facilities- The 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 injury or be replaced. All such 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 door sills.

Frequency: The DSDP may request additional or less frequent power washing services with the appropriate increase or decrease of fees at any time and for any reason.

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

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

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

Duties of Contractor: DSDP, at this moment, retains the Contractor as an Independent Contractor to maintain and perform the services outlined in this Agreement beginning on the Commencement Date. Contractor shall perform the following duties:

- Contractor will visit the site and conduct work with a complete understanding of the requirements for the inherent hazards and necessary precautions involved in safely conducting the work.
- Contractor will not obstruct ADA ramps unless appropriate signs are located at the end of each block.
- Contractor shall have an ongoing Safety Training Program for its employees assigned to this contract. Employees shall always be certified in Cardiopulmonary Resuscitation and First Aid skills. The contractor must provide certificates.
- Contractor shall have direct two-way voice communications with all field managers and supervisors directing work under this contract.
- Contractor shall maintain 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 performed under the contract.

- All work shall be regulated by 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.

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

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

- **Uniforms:** All work attire must be complete, clean, odor-free, without stains, rips, or holes.
 - Work shirts and a safety vest must be provided. Explicit or suggestive language or images are forbidden.
 - Pants/Shorts: pants or shorts must not be ripped, worn, torn, or frayed.
 - Shoes: Shoes must be clean and conform to the safety standards of your service.
 - Socks: Must wear black or white socks
 - Belt: 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:** Must conform to the safety standards of your service.
- **Body Art:** Tattoos are acceptable but may not be offensive, derogatory, racial, explicit, or gang related.
- **Cell Phone:** While delivering contracted services, personal cell phones, texting devices, pagers, or other electronic communication devices should not be used unless 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 must conform to the safety standards of your service.

Neighborhoods:

Columbia: The Columbia neighborhood has 83 sidewalks and includes restaurants, high-rise office buildings, hotels, residential units, and government agencies. Many of the sidewalks have enhancements such as brick pavers and tiles. Most of the blocks in this neighborhood measure 200 feet by 300 feet. We request proposals to power washing of approximately 1,284 sidewalks a year within a monthly schedule.

City Center: The City Center neighborhood has 206 sidewalks and includes high traffic areas, such as transit corridors, restaurants, banks, high-rise office buildings, high-end hotels, residential units, and government agencies such as courts, jails, and City Hall. Many of the sidewalks have enhancements such as brick pavers and tiles. Most of the blocks in this neighborhood measure 200 feet by 300 feet. We request proposals to power wash approximately 3,804 sidewalks a year within a monthly schedule.

Gaslamp Quarter: The Gaslamp Quarter has 67 sidewalks in a historic district with heavy foot and vehicle traffic. It is comprised of retail establishments, fine dining restaurants, nightclubs, residential units, high-end hotels, and office space. The blocks in this neighborhood are 200 feet by 300 feet in length, and the sidewalks are composed of brick pavers. The sidewalks in this neighborhood have many obstructions such as trees, news racks, parking meters, utility boxes, and private patios. Private patios should not be included in your calculations for determining rates. We request proposals to power wash approximately 3,429 sidewalks a year within a monthly schedule.

East Village: The East Village has 389 sidewalks with a rapidly developing residential community, increasing commercial uses, and Petco Park. It is currently home to several large commercial warehouses and a high concentration of social service providers. As a result, it is significantly impacted by the homeless population and those seeking social services. It has medium-level foot traffic with expected increases due to the continuing residential and retail development. During baseball season (81+ San Diego Padres home games every season) or special events, foot traffic in this area increases significantly. Most of the sidewalks in this neighborhood are 200 feet by 300 feet in length. Some have enhanced tiles and pavers. We request proposals to power wash approximately 9,060 sidewalks a year within a monthly schedule.

Marina: The Marina district has 112 sidewalks with medium-level foot traffic. It is comprised predominantly of residential units with some retail and office space. It is home to several community parks and street-level restaurants/cafés. Several sidewalks are composed of enhanced tiles and pavers—the blocks in this neighborhood measure 200 feet by 300 feet in length. We request proposals to power wash approximately 1,728 sidewalks a year within a monthly schedule.

Cortez: The Cortez neighborhood has 162 sidewalks with light foot traffic. This neighborhood is a mixture of residential, commercial, and retail establishments. It is home to several governmental agencies and educational institutions, including an elementary school, technical schools, and a law school. This neighborhood has several enhanced sidewalks. Most blocks measure 200 feet by 300 feet in length, and portions of

this neighborhood sit on a steep hill. We request proposals to power wash approximately 2,256 sidewalks a year within a monthly schedule.

Commercial Enhancement Program (CEP): The CEP program has 105 sidewalks and includes restaurants, high-rise office buildings (over 50,000 square feet), hotels, residential units, and government agencies. Many of the sidewalks have enhancements such as brick pavers and tiles. We request proposals to power wash approximately 1,212 sidewalks a year within a monthly schedule.

Subcontracting. If the Contractor intends to use subcontractors, the Contractor shall submit a list of subcontractors for approval by DSDP and the DSDP Program. 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 DSDP, 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. While performing the requested services, Respondents must also demonstrate the ability to comply with all Federal, State, Regional, and City of San Diego stormwater regulations, specifically wastewater reclamation. 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. You must visit the following links for specific requirements.

<http://www.sandiego.gov/stormwater>

Demonstrations: Respondents are required to schedule a trial run of equipment and procedures by contacting the Clean & Safe Program. The point of contact to schedule a demonstration is:

Ernesto Romo
Director of Maintenance Services
1111 Sixth Avenue, Suite 101
San Diego, CA 92101
(619) 234-8900
eromo@improvedtsd.org

Public Disclosure: As a general rule, all documents received by the Downtown San Diego Partnership in connection with the PBID are considered public records and will be made available for public inspection and copying upon request. *If you believe any documents submitted with your response to be proprietary or otherwise confidential, please submit a written request to determine whether the documents can be withheld from*

public disclosure no more than ten (10) days before your due date response. Any document(s) submitted will be subject to public disclosure if you do not assess confidentiality before the submittal deadline.

Proposal Format and Content: All Respondents are required to submit three hard copies and an electronic submittal sent to the DSDP Clean and Safe Office Coordinator 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 precise listing of headings and pages to reference critical information quickly.
3. **Cover Letter** – The cover letter should be brief. 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, equipment (make, model, and year), and schedule for performing the scope of work elements.
5. **Qualifications and Experience** – One to three pages that outline experience conducting power washing 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 per sidewalk fee for each of the seven neighborhoods/districts. Contractors will have the option to bid for all seven neighborhoods/districts or an individual neighborhood/district.
7. **References** – This section shall contain the following: three to five past or current clients performing this type of scope of work, 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 of 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 promptly
- Excellent customer service

Proposal Schedule:

- Question Deadline – January 10, 2022.
- Demonstrations – Demonstrations will be scheduled by the DSDP Maintenance Operations Director the week of January 24, 2022.
- Deadline – Three hard copies and an electronic submittal shall be delivered *no later than 2:30 pm, Monday, January 17, 2022*, to our office at:

Clean & Safe Program
 1111 Sixth Avenue, Suite 101
 San Diego, CA 92101

Terms and Conditions: The issuance of this RFP does not commit the Downtown San Diego Partnership/PBID to award a contract, pay any cost incurred in the preparation of a response to this request, or procure a contract for services. All Respondents should note that the execution of any contract under this RFP is dependent upon the approval of the PBID Management Committee. The Partnership retains the right to reject all submittals. Selection is also reliant on negotiating a mutually acceptable contract with the successful respondent. Each submittal pricing will need to be valid during the fiscal year 2022-2023. Any contracts awarded as a result of this request will be effective July 1, 2022, to June 30, 2023, for a period of twelve (12 months).

Contract Extension: At the sole discretion of the Downtown San Diego Partnership/PBID, any resulting 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.

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 this contract Commercial General Liability (CGL) and commercial umbrella insurance (if applicable to meet the 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. It 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 thought 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 concerning any other insurance self-insurance programs afforded to DSDP. The 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 general commercial liability or commercial umbrella liability insurance maintained under this Section.

Other Insurance. The contractor shall maintain business auto liability and commercial umbrella liability insurance (if applicable to meet the 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 accident (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 comparable to that offered in the 1990 and later editions of CA 00 01. The 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 under this Section.

Worker's Compensation Insurance. The contractor shall maintain 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 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 under this Section. The contractor shall provide the DSDP with a waiver of the 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 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, Contractor shall indemnify, defend (with legal counsel reasonably satisfactory to DSDP and the DSDP Program) and hold harmless the Indemnitees (defined below) from and against any Claims (as described below). The contractor's obligation to defend and indemnify shall be triggered by the assertion of a Claim against any Indemnitee. It 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 Indemnitee for any Claims arising from the sole negligence or willful misconduct of that Indemnitee. 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 arising 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.

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 not 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.

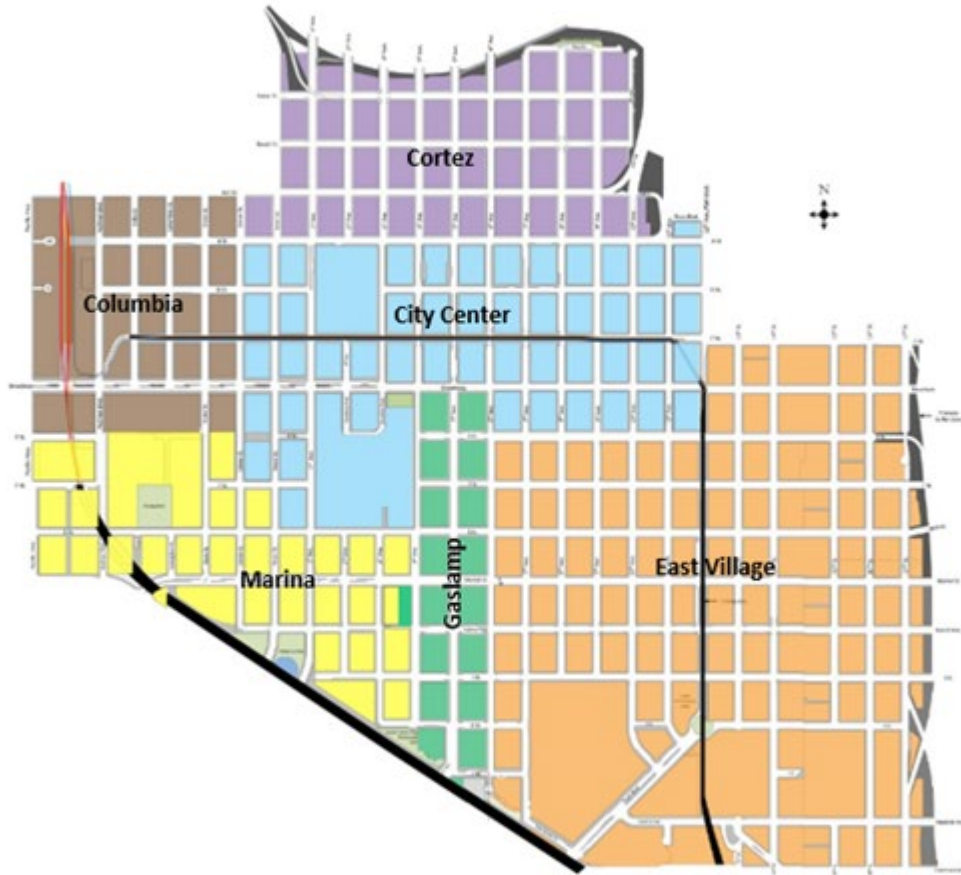
Living Wage: The Contractor must comply with the City of San Diego Living Wage ordinance. You must visit the following links for specific requirements.
<http://www.sandiego.gov/purchasing/programs/livingwage/>

Nondiscrimination Policy: The respondent shall not discriminate based on 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 to:

Executive Director, Alonso Vivas
Director of Maintenance Services, Ernesto Romo
Downtown San Diego Partnership
1111 Sixth Ave, Suite 101
San Diego, CA 92101
(619) 234-8900
avivas@improvedtsd.org
eromo@improvedtsd.org

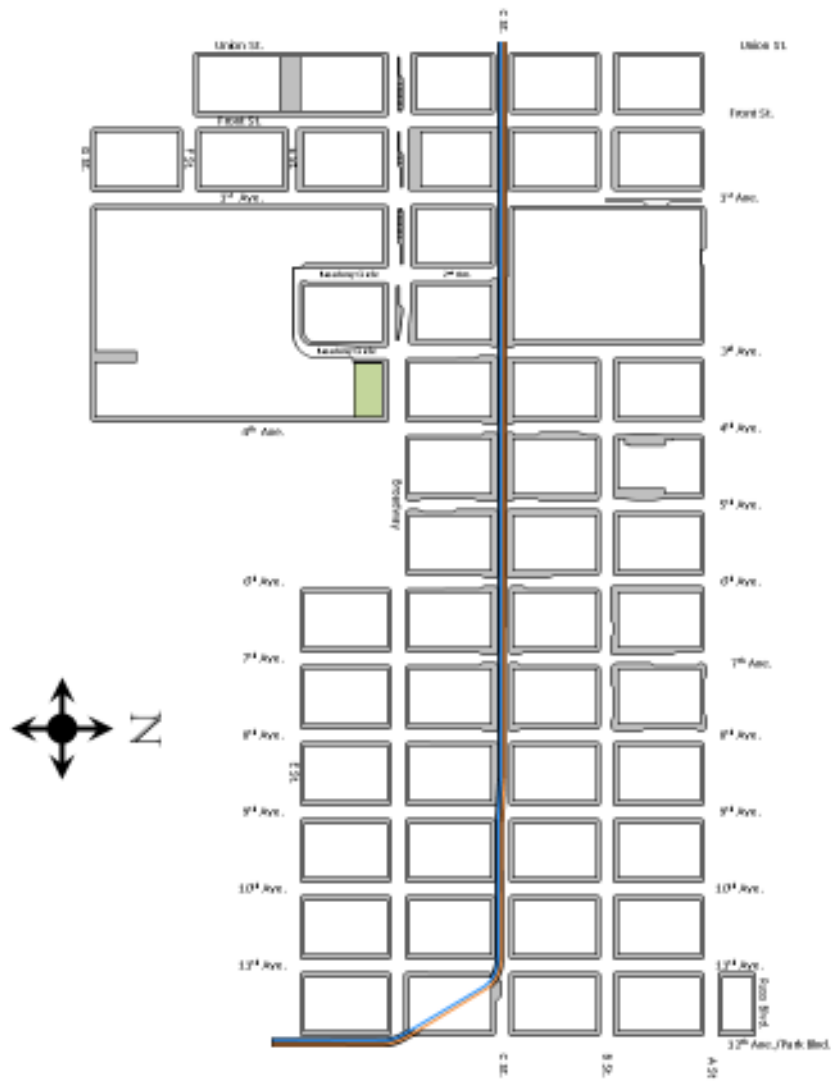
Exhibit A
Map of Downtown PBID District



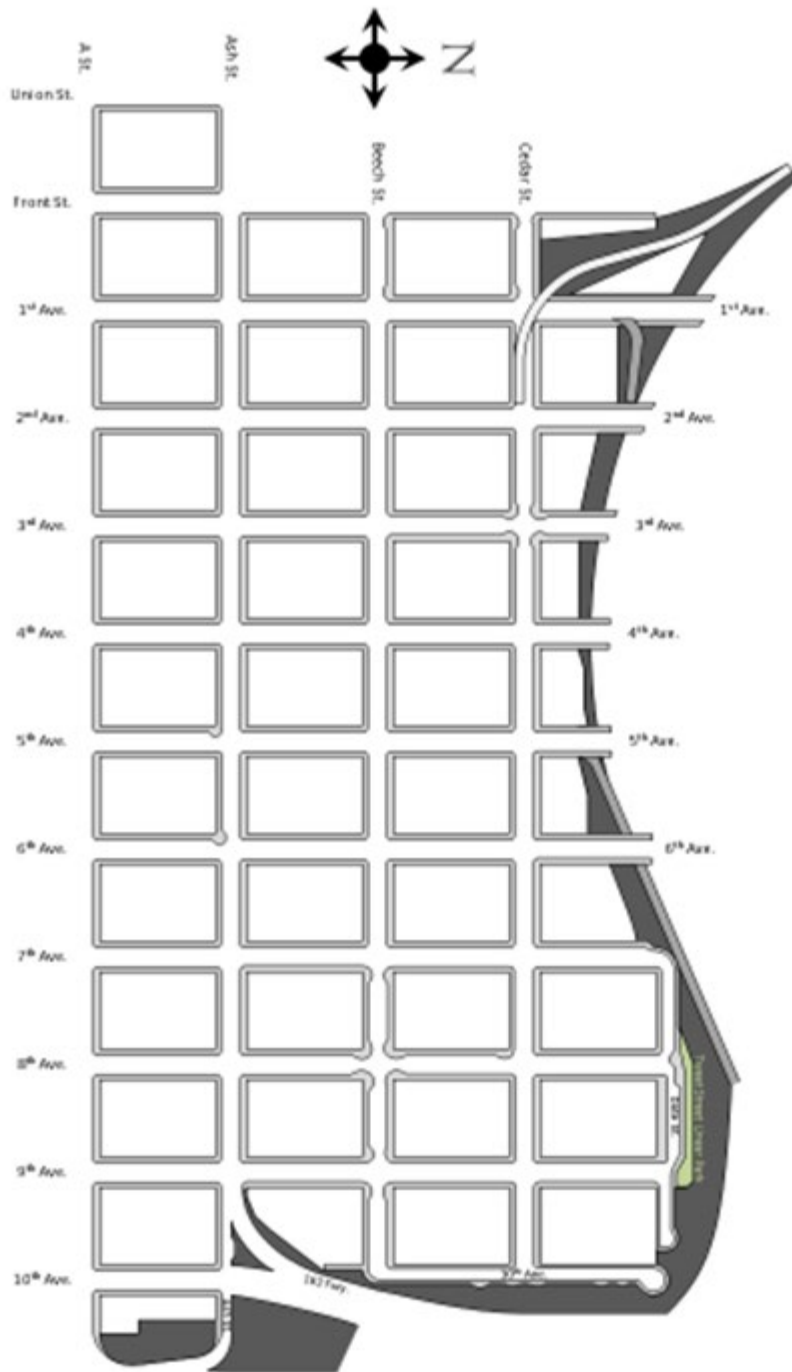
Downtown San Diego Partnership -Columbia -



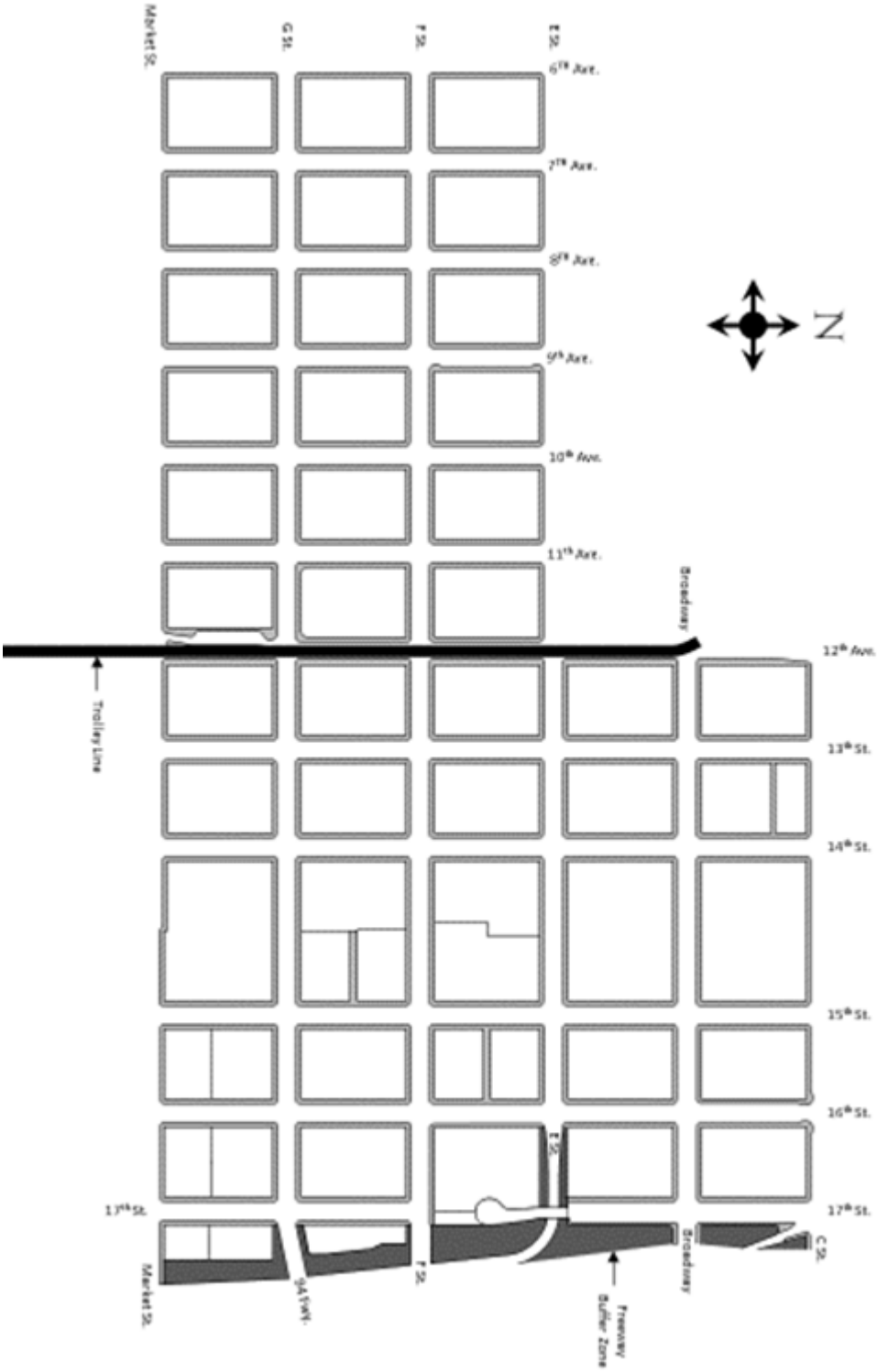
Downtown San Diego Partnership - City Center -

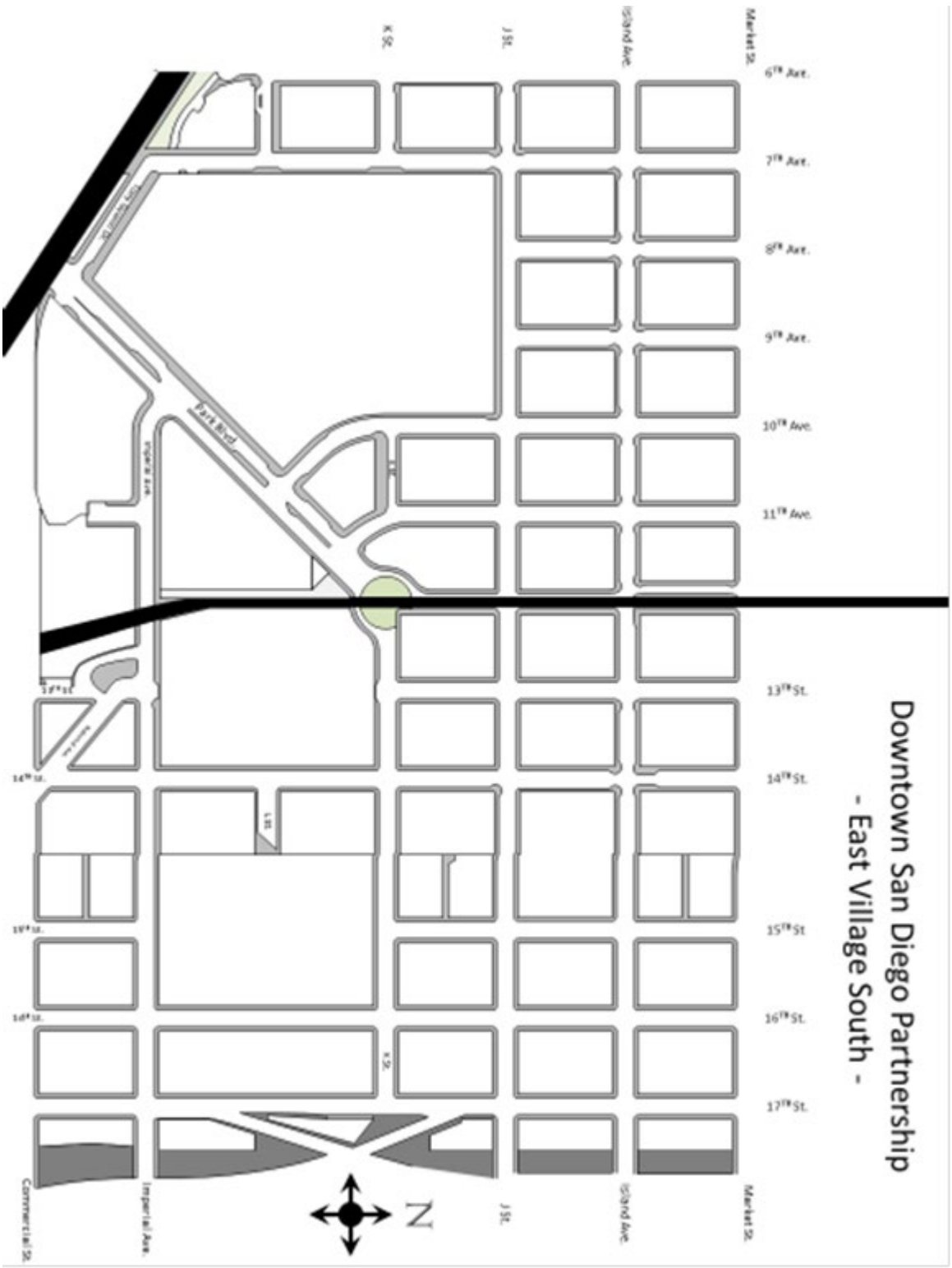


Downtown San Diego Partnership - Cortez District -



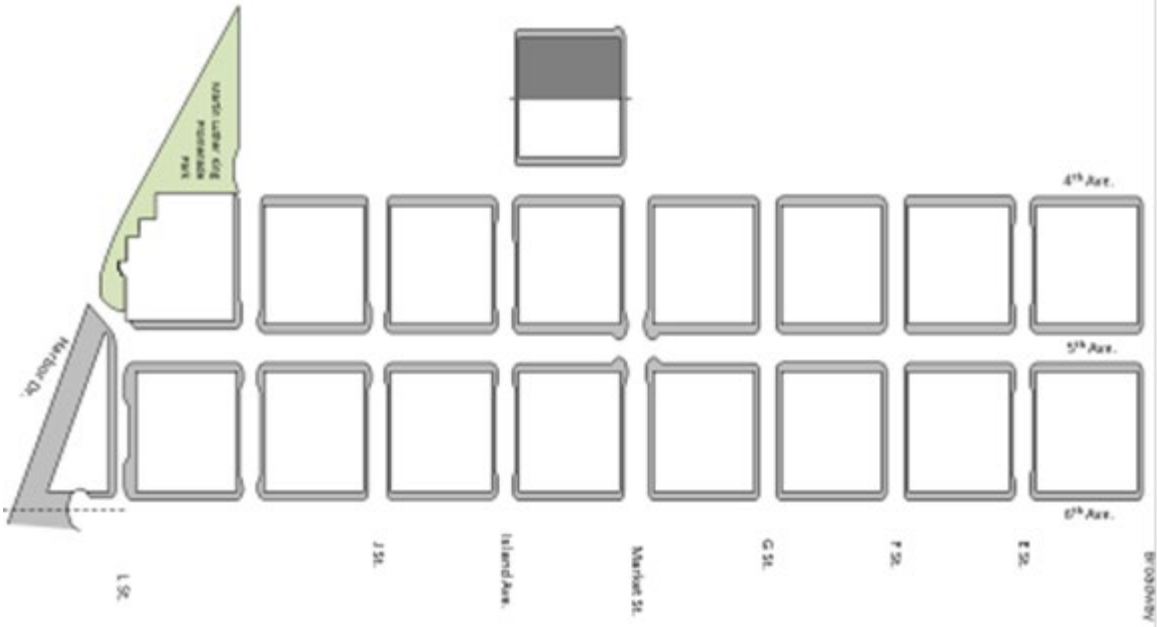
Downtown San Diego Partnership - East Village -

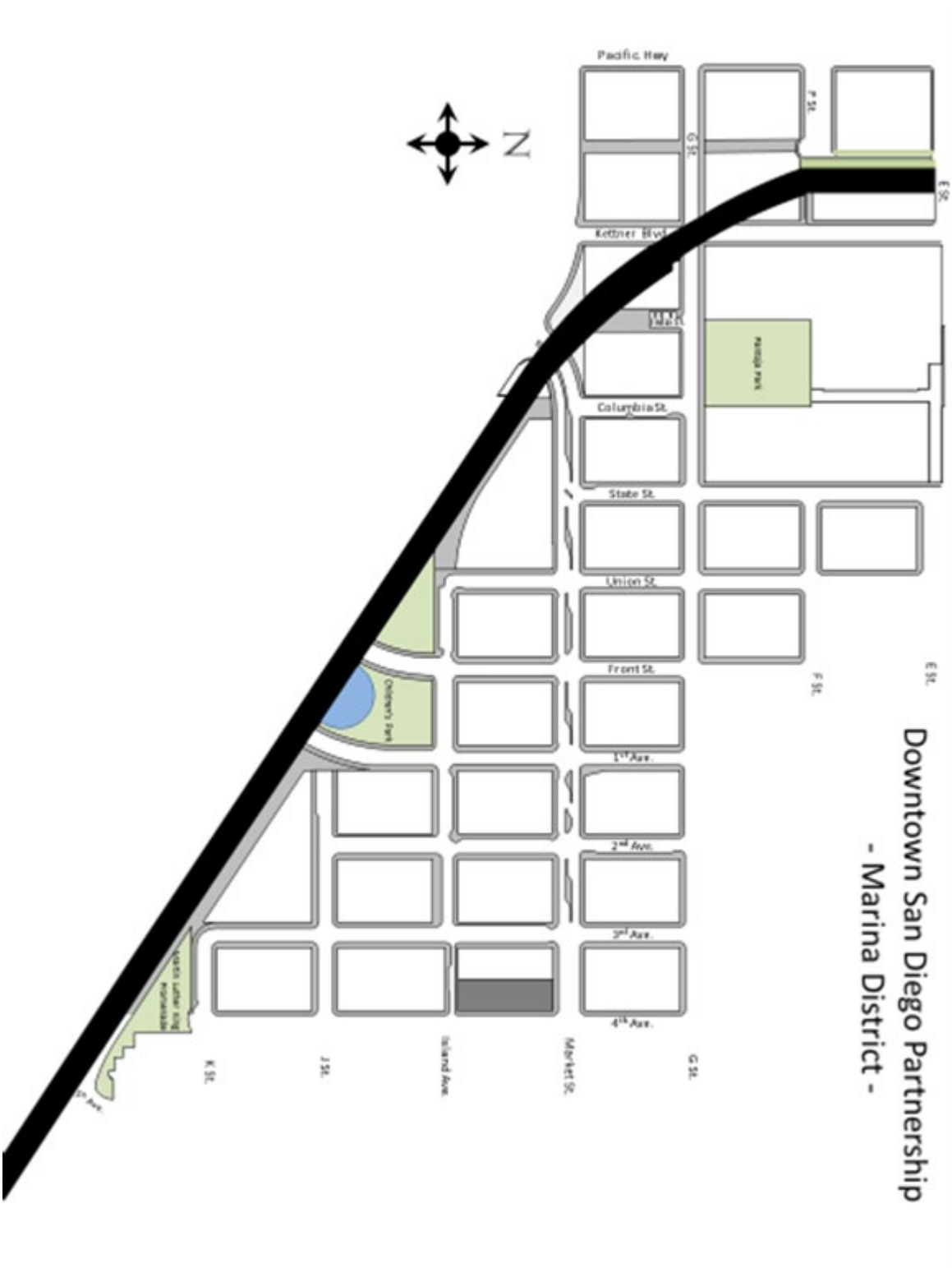




Downtown San Diego Partnership
- East Village South -

Downtown San Diego Partnership - Gaslamp District -





(CEP) Commercial Enhancement Program

CEP Properties

DATE Commercial Properties Exceeding +50,000 sqft.

CEDAR

BEECH

ASH

