



**UPTOWN
COMMUNITY
PARKING DISTRICT**

Bankers Hill | Hillcrest | Int'l Restaurant Row | Mission Hills

**REQUEST FOR PROPOSALS FOR
WALK THE WALK WAYFINDING SIGN
PROGRAM**

September 24, 2018

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PART 1: SCOPE OF WORK

1.1 Description of Work

- A. The Uptown Community Parking District (UCPD) is seeking proposals from qualified professional Sign Fabrication Contractors (Proposer/Contractor) to fabricate and install the exterior Walk the Walk (WTW) Wayfinding Sign Program.
- B. The Contractor shall furnish all necessary labor, material, software, equipment, transportation and services to supply and install the WTW Wayfinding Sign Program at the locations shown in the attached Location Plan. The Contractor shall be responsible for construction of the WTW Wayfinding Sign based on the details shown in the Design Intent Drawings and Construction Specifications. Contractor will be responsible for installing the WTW Wayfinding Sign Program, including all necessary appurtenances, to make the program complete.
- C. UCPD reserves the right to add or delete any identified work. All work performed shall be measured and paid based on the contract unit prices identified in the proposal schedule. The unit prices shall not be subject to change based on the addition or deletion of work.
- D. The Contractor will be required to fabricate, deliver and install the WTW Wayfinding Sign Program based on typical industry concepts complete and in place. Contractor will be required to deliver, install and provide training on all equipment and maintenance necessary to maintain the Wayfinding Sign Program components.

1.2 Location of Work

- A. The locations of work will be in the Uptown Community Parking District within the City of San Diego. The UCPD consists of 4 communities: Bankers Hill, Hillcrest, Mission Hills, and International Restaurant Row. The work to be performed under this contract will be limited to the community of Bakers Hill. Schematic sign locations are shown in Appendix A.

Signs will be installed at the 4th & 6th Avenue intersections of Elm Street, Grape Street, Juniper Street, Laurel Street, Nutmeg Street, Quince Street, Spruce Street, and Upas Street.

Signs will also be installed at the intersection of Union Street & Juniper Street; Albatross Street & Grape Street ; Albatross Street & Maple Street; Spruce Street & Front Street.

- B. All proposals shall include necessary traffic control and permits required by the City of San Diego for work conducted in the city right-of-way.

1.3 Duration of Contract

- A. The Contractor shall submit, as part of their proposal, a project schedule outlining all necessary steps and milestones to project completion.
- B. Work shall commence within thirty (30 calendar days) of award notification by the Uptown Community Parking District (UCPD).

1.4 Conditions

- A. Information given on the attached Design Intent Drawings and Construction Specifications relative to existing conditions has been obtained from sources believed to be reliable, but shall be subject to verification in the field. The Contractor must field verify exact locations and conditions for the WTW Wayfinding Sign Program and notify the UCPD in writing, of any discrepancies, omissions, or clarifications as they affect the WTW Wayfinding Sign Program design or location. The Contractor will be required to take a field survey/inventory at all installation locations, check all grades and all measurements in conjunction with the attached Design Intent Drawings and provide submittal drawings for UCPD approval prior to fabrication.
- B. In submitting a proposal for this project, the Contractor acknowledges that they are familiar with all conditions and requirements included herein.
- C. The Contractor shall be responsible for ensuring that all work performed on this project is in strict compliance with the applicable City/State codes, regulations, and project requirements.

1.5 General

- A. Contractor shall assign and identify one person that the UCPD can contact regarding the work throughout construction and installation.
- B. Contractor shall be responsible for jobsite security, safety, and cleanliness and shall properly barricade, secure, and delineate all areas from the time work begins until the work is complete and the areas are opened for use.
- C. Any excavated areas shall not be left open over the weekend. All significant phases of work must be completed within the same week (Monday to Friday) as they are started. Debris cannot be stored on site and must be removed promptly.
- D. Contractor's activities shall be limited to the hours between 8:00AM and 4:00PM Monday through Friday on all streets. Work hours shall be limited to 9:00AM to 4:00PM on all Boulevards. The Contractor shall not start, operate, move or work on any equipment prior to 8:00AM. Deviation from these hours will not be permitted without prior written approval from the UCPD, except in the event of emergencies involving hazard to persons or property.

1.6 Award

- A. The UCPD reserves the right to award this project to the Contractor it considers most suitable to perform the work. The UCPD will consider the proposal costs for all items identified together with the Contractor's qualifications and references to form the basis for its decision. The award will be based, in part, on the lowest proposal schedule total; however, proposal price alone will not be the sole determining factor in the selection of the Contractor for this work. The UCPD reserves the right to increase or decrease the quantity of any item or delete items as may be deemed necessary without voiding the contract. The UCPD reserves the right to reject any or all proposals, and to waive any irregularities in the proposals received.

1.7 Changes in Work

The UCPD shall have the right to make changes to the Design Intent Drawings and/or Construction Specifications and the Contractor shall perform the work as changed. Increase or decrease in quantities due to differences between the proposal quantities for any item and the actual constructed quantities as measured in the field shall not be considered as change in the scope of work.

1.8 Failure to Execute

Failure to execute the agreement within the timeframe identified in the Project Schedule shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the agreement. If the selected Contractor refuses or fails to execute the contract, the UCPD may award the contract to the next qualified, highest-ranked Proposer.

1.9 Compensation

Invoicing required for payment for all work items shall be paid as identified in the Proposal Schedule. Invoices shall be submitted for payment on a monthly basis when the work for that month is completed. Progress payments shall itemize and account for the costs and quantities of work based on each location of work completed. Payments shall not be made for periods of less than one month.

1.10 Wages Paid to Contractor's Workers

Pursuant to California Labor Code Article 2, Wages, Section 1770 et seq., the work described herein is a "public work" as defined by this Article of the Labor Code and requires payment of prevailing wages pursuant to Labor Code Section 1771.

1.11 Liquidated Damages

For each calendar day in excess of the time specified for completion of the work, the Contractor shall pay to the UCPD, or have withheld from monies due, the sum of \$100.00 (One Hundred and 00/100 Dollars) per calendar day until the work is complete. Once the UCPD notifies the contractor, work must commence within thirty (30) calendar days. For each calendar day in excess of the time specified for commencement of work, the Contractor shall pay to the UCPD, or have withheld from monies due, the sum of \$50.00 (Fifty and 00/100 Dollars) per calendar day until the work is commenced.

1.12 Review of Contract Documents and Job Sites

The Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions with the information in the Contract Documents before commencing activities. Errors, inconsistencies or the discovery of unforeseen conditions shall be reported to the UCPD immediately.

1.13 Inspection of the Work

- A. The Contractor shall notify the UCPD by e-mail in advance of the start of work in any area.

- B. The UCPD will perform an evaluation of each project location with the Contractor prior to the Contractor mobilizing to a particular area to perform the work.
- C. All work performed and all materials furnished shall be subject to inspection and approval of the UCPD. Contractor may be subject to City of San Diego inspectors per permits.
- D. Any work performed without proper inspection will be subject to rejection. Any corrective work required due to rejected work will be performed at the Contractor's expense. The Contractor shall furnish the UCPD with documentation to ascertain that the materials used, methods employed, and workmanship provided is in accordance with the Construction Specifications.
- E. Work not properly performed will be subject to rejection. Any work performed in unauthorized areas or in a manner unacceptable to the UCPD may be rejected and no payment will be made for rejected work.
- F. Inspection of the work does not relieve the Contractor of its obligation to fulfill the conditions of the contract.

1.14 Removal of USA Markers

It shall be the Contractor's responsibility to remove all underground utility markings left as part of this contract after construction is complete. The cost for removal of utility markings shall be included in various items of work and no additional compensation shall be allowed.

1.15 Permits

The Contractor shall be responsible for obtaining City of San Diego Transportation and Encroachment permits and other agency permits as required prior to commencement of any work.

PART 2: PROPOSALS

2.1 Proposal Format

- A. Proposals are preferred to be submitted electronically via email. Alternatively, proposals may be submitted by mail, in envelopes clearly marked with the Project name, Contractor's name, address and phone number. Only one proposal per Contractor will be considered.

- B. Proposal packages are to be received no later than: **Friday, October 5th, 2018 by 3:00**

Proposals received after the stated deadline shall not be accepted. Proposal packages are to be delivered to Uptown Community Parking District by: **Email: chris@parkuptownsd.org**

Mail: UCPD

ATTN: Chris DeMoville
2716 Fifth Avenue,
San Diego, CA 92103

- C. UCPD reserves the right to waive any informalities and to reject all proposals at its sole discretion. Contractors are encouraged to keep proposals brief and relevant to the specific work required.

- D. Proposals shall include the following items:
 - 1. Cover Letter
 - (a) The name, address and phone number of the Contractor's contact person for the remainder of the selection process.
 - (b) Any qualifying statements or comments regarding the Contractor proposal, the information provided in the RFP or the proposed contract.
 - (c) Identification of Sub-contractors and their responsibilities.
 - 2. Statement of Qualifications
 - (a) A listing of proposed fabrication and installation key personnel.
 - (b) Proposing Contractor and Sub-contractor experience with similar work, including names and current phone numbers of references for listed projects.
 - 3. Scope of Work
 - (a) A description of the tasks, sub-tasks and deliverables that will be provided.
 - 4. Schedule
 - (a) Include a timeline of the entire Project, including dates for submittals, in shop fabrication, field installation and potential follow-up.

2.2 Selection Process

- A. The Proposals will be reviewed by UCPD to qualify the lowest responsible bidder. The lowest responsible bidder will be determined as the proposal that provides the “Best Value” to UCPD. “Best Value” means the overall combination of quality, price and other elements of the proposal that, when considered together, provide the greatest overall benefit in response to the requirements described in the solicitation documents, including the Design Intent Drawings and Construction Specifications. UCPD will rank the Contractors based upon the materials submitted.
- B. Full compensation for all work required including all labor, materials, equipment, site restoration and incidentals necessary to complete the work, shall be included in the proposal for the Wayfinding Sign Program. No additional compensation or change orders will be allowed.
- C. Proposal price shall include the repair and replacements of any on-site systems damaged as part of the work in addition to the replacement of the same or better landscaping damaged or removed.
- D. Proposal shall be considered all-inclusive, and shall include the cost of all labor, equipment, materials, traffic control, insurance and other services included herein.

2.3 Cancellation

- A. Each Proposer acknowledges and agrees that the preparation of all materials for submittal to the UCPD and all presentations, related costs and travel expenses are at the Proposer’s sole expense, and the UCPD is not, under any circumstances, responsible for any cost of expense incurred by the Proposer. In addition, each Proposer acknowledges and agrees that all documentation and materials submitted with their Proposal in response to this RFP shall remain the property of the UCPD.
- B. While it is the intent of the UCPD to award a contractor to the successful Proposer, this solicitation does not obligate the UCPD to enter into a contract. The UCPD reserves the right to cancel this RFP at any time, in the best interest of the UCPD. No obligation, either expressed or implied, exists on the part of the UCPD to make an award or to pay any costs incurred in the preparation of submission of a proposal in response to this RFP.

PART 3: NON-COLLUSION AFFIDAVIT

(To be Completed by Contractor and Submitted with Cost Proposal)

Public Contract Code § 7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL STATE OF CALIFORNIA ss. COUNTY OF SAN DIEGO)

_____ [Name of Principal of Contractor], being first duly sworn, deposes and says that he or she is _____ [Office of Affiant] of _____ [Name of Proposer], the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing, and that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of Proposer or any other Proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body, or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that Proposer has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature of Proposer

Business Address

Subscribed and sworn before me this day of _____, 20____
Notary Public of the State of _____ (Seal)
In and for the County of _____
My Commission expires _____

(If Proposer is a co-partnership, this affidavit must be signed and sworn to by every member of the firm.)

(If Proposer's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.)

PART 4: CONTRACTOR'S CERTIFICATIONS

4.1 General

- A. All Insurance certificates and additionally insured documentation is due no later than fifteen (15) days after Contract Award.
- B. If qualified proposer fails to comply strictly with the insurance requirements, and provide documentation, that proposer may be disqualified from award of the contract.

4.2 Contractor's Certifications

(To be Completed by Contractor and Submitted with Cost Proposal)

CERTIFICATE OF NON-DISCRIMINATION

On behalf of the Contractor making this Proposal, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, sex, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

CONTRACTOR'S SIGNATURE

STATEMENT OF CONVICTIONS

"I hereby swear, under penalty of perjury, that no more than one final, un-appealable finding of contempt of court by a Federal Court has been issued against me within the past two years because of failure to comply with an order of a Federal Court to comply with an order of the National Labor Relations Board."

CONTRACTOR'S SIGNATURE

PREVIOUS DISQUALIFICATIONS

"I hereby swear, under penalty of perjury, that the below indicated contractor, any officer of such contractor, or any employee of such contractor who has a proprietary interest in such contractor, has never been disqualified, removed or otherwise prevented from proposing on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

CONTRACTOR'S SIGNATURE

CERTIFICATION OF WORKER’S COMPENSATION INSURANCE

By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

CONTRACTOR’S SIGNATURE

Company Name

Signed by (printed)

Title

Dated

4.3 Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

PART 5: CONTRACTOR'S QUALIFICATIONS AND REFERENCES

5.1 Qualifications and References

- A. The Contractor/Sub-contractor must be continuously engaged in the fabrication, construction and/or supply of similar work for a minimum of five (5) years.
- B. The Contractor/Sub-contractor shall warrant and guarantee that only experienced and skilled staff will be employed for this Project and that all items fabricated, constructed and/or supplied by the Contractor/Sub-contractor will be in accordance with the Design Intent Drawings and Construction Specifications.
- C. The Contractor/Sub-contractor certifies that it is able to furnish sufficient forces to ensure production of the work in accordance with approved schedule and that Contractor/Sub-contractor can furnish a work force that can work in harmony with all elements of labor employed in the work at the site of the work.
- D. The Contractor shall obtain and pay for all permits, licenses and any other related fees required for this work. The Contractor and all subcontractors shall be licensed in the State of California to perform the construction work that they are contracted for. The Contractor and subcontractors shall hold an active City of San Diego Business License throughout the duration of the contract.
- E. The Contractor shall maintain insurance provisions as required in the contract.

(To be Completed by Contractor and Submitted with Cost Proposal)

1. The Contractor has been engaged in the contracting business, under the present business name for _____ years.

2. Experience in work of a nature similar to that covered in the proposal documents extends over a period of _____ years.

3. Has contractor ever failed to satisfactorily complete a contract awarded to them, except as follows: (Name any and all exceptions and reasons therefore.)

4. The following contracts have been satisfactorily completed in the last three years for the persons, firms or authorities indicated:

Type of Contract / Location / Year Work / Amount / and For Whom Performed:

(a) _____

(a)

(b)

5. The following person may be contacted for information concerning the contract work listed above (list a reference for each contract named): Name / Title / Address / Telephone:

(a) _____

(a) _____

(c) _____

All of the above statements as to experience, financial qualifications are submitted in conjunction with the proposal, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the Contractor.

Signature of Contractor

Date

Print Name and Title

5.2 Indemnification and Insurance

PART 1 - GENERAL

1.01 INDEMNIFICATION

The Contractor has the entire responsibility for any and all injury to the public and to individuals; for all loss or damage arising from any obstructions or difficulties, either natural or artificial, which may be encountered in the project; for damage to property resulting from the performance of the work under this contract; for damage from any action of the elements prior to the final acceptance of the work; for damage from any act or omission not authorized by this Specification on the part of the Contractor or any agent or person employed by the Contractor. The Contractor expressly agrees to indemnify, defend and hold the City of San Diego/UCPD, its directors, officers, agents, volunteers, and employees, free and harmless from and against any and all loss, liability expense, claims, costs, suits, damages, including attorneys' fees, arising out of Contractor's operation or performance under this contract.

1.02 INSURANCE REQUIREMENTS

A. GENERAL

1. Contractor's attention is directed to the insurance requirements below. It is highly recommended that contractors confer with their respective insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If qualified proposer fails to comply strictly with the insurance requirements, that proposer may be disqualified from award of the contract.
2. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's proposal.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be indorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City of San Diego / UCPD, its officers, officials, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Curb Repair Contract. Contractor, products and completed operation of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City Of San Diego/ UCPD, its officers, officials, employees.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the City of San Diego/UCPD, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of San Diego /UCPD, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of San Diego/UCPD, its officers, officials, agents, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Worker's Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City of San Diego /UCPD, its officers, officials, agents, employees and volunteers for losses arising from work performed by the Contractor for the City of San Diego/UCPD.
3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the City of San Diego and the UCPD.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A rating.

VERIFICATION OF COVERAGE

Contractor shall furnish the City of San Diego/UCPD with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance documentation must be on file with the City of San Diego and the UCPD no later than 15 days from contract signature

APPENDIX A – BANKERS HILL WALK THE WALK WAYFINDING SIGNAGE SITE MAP OVERVIEW



APPENDIX B – WALK THE WALK PEDESTRAIN WAYFINDING SIGN SPECIFICATIONS FOR FABRICATION, PERMITTING, AND INSTALLATION

1. FABRICATION

a. Materials

- i. Sign dimensions: 12" X 18"
- ii. All materials used for fabrication and installation should be the highest grade available for a pedestrian signage project.

b. Art Work

- i. Art Work shall be provided to the contractor by UCPD Staff via a digital file.
- ii. UCPD remains the sole owner of all creative materials.

c. Technical Drawings

- i. Contractor shall provide original shop drawings with 1 revision.
- ii. Additional revisions will be billed upon final invoice.

2. PERMITTING

a. Permit Acquisition

- i. Ease of permit acquisition should be taken into consideration when finalizing pole locations.

b. Permit Cost

- i. Permit cost will be billed on a separate invoice.

3. INSTALLATION

a. Locations

- i. See Appendix A

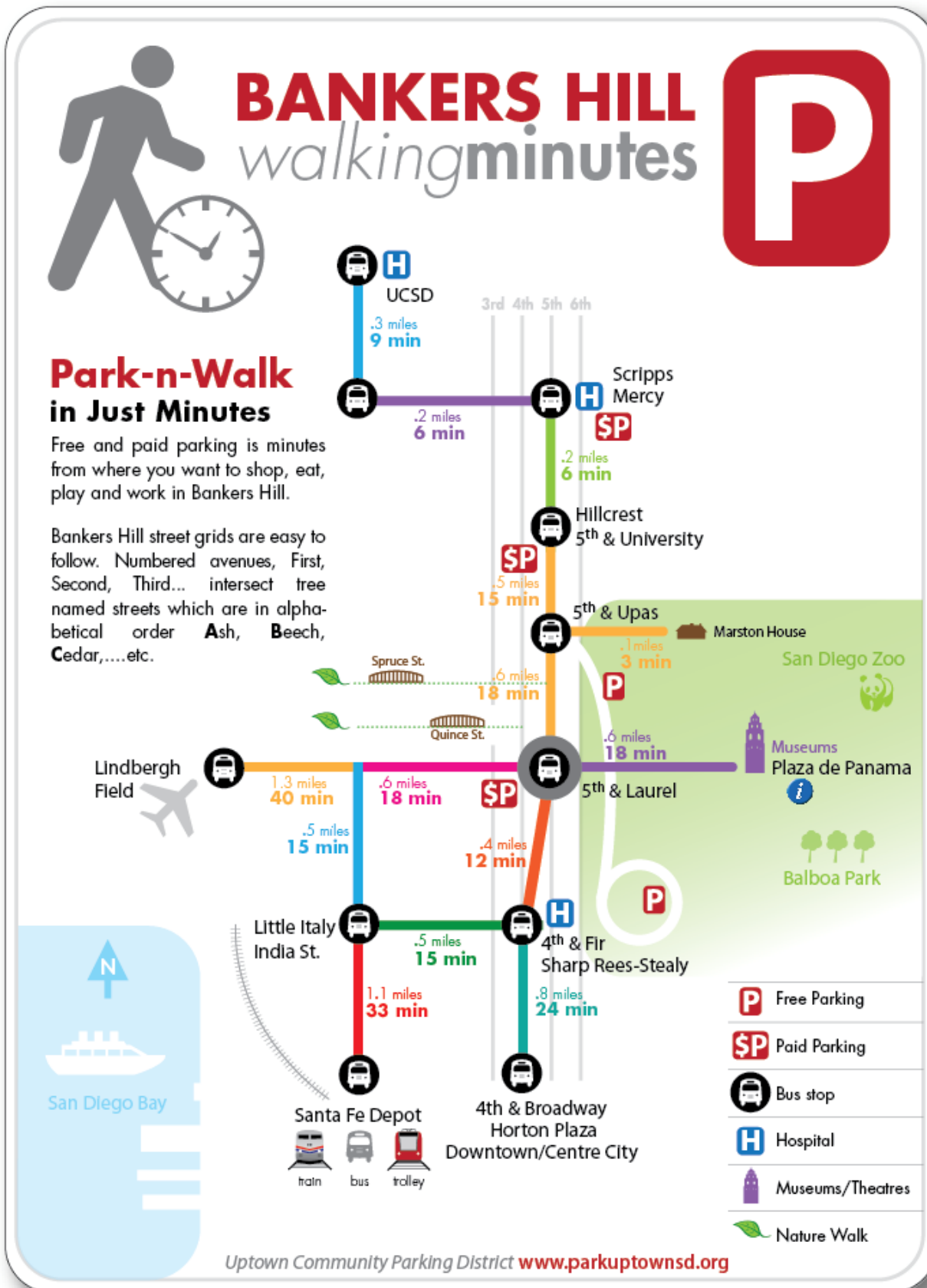
b. Pre-Existing Poles

- i. Installation shall use preexisting poles whenever possible.
- ii. UCPD Staff has identified several potential pre-existing poles (TABLE 1-A) that should be investigated for use.

Table 1-A

North/South Street	East/West Street	Pole Location	Notes
4 th Avenue	Elm Street	S/E Corner	
4 th Avenue	Juniper Street	S/W Corner	Light post
4 th Avenue	Laurel Street	N/W Corner	
4 th Avenue	Spruce Street	S/E Corner	
4 th Avenue	Upas Street	S/W Corner	Light post
6 th Avenue	Nutmeg Street	S/W Corner	Replace outdated sidewalk closed sign with WTW sign
6 th Avenue	Upas Street	S/W Corner	

APPENDIX C – WALK THE WALK PEDESTRAIN WAYFINDING SIGN EXAMPLE



H: 18"

W: 12"