



Community Development

919 Palm Street, San Luis Obispo, CA 93401-3218
805.781.7170
slocity.org

COMMUNITY DEVELOPMENT DEPARTMENT

Notice Requesting Proposals for Consultant Services

DOWNTOWN CONCEPT PLAN UPDATE Specification No. 91364

NOTICE IS HEREBY GIVEN that the City of San Luis Obispo is requesting sealed proposals for services associated with updating **The Conceptual Physical Plan for the City's Center (Downtown Concept Plan or Plan)** pursuant to **Specification No. 91364**. All proposals must be received by the Community Development Department by 3:00 p.m. on **September 25, 2015** when they will be opened publicly in the Main Conference Room, 919 Palm Street, San Luis Obispo, CA 93401.

Proposals received after said time will not be considered. To guard against premature opening, each proposal shall be submitted to the Finance Division in a sealed envelope plainly marked with the proposal title, specification number, proposer name, and time and date of the proposal opening. Proposals shall be submitted using the forms provided in the specification package.

General Work Description:

In general, primary objectives for this project are to assess and update the present development, vision, and policies related to the existing Downtown Concept Plan to provide a roadmap for future public projects and guidance for private development in the Downtown and surrounding areas.

An optional pre-proposal conference will be held to answer any questions that the prospective proposers may have regarding the City's request for proposals.

**Council Hearing Room
990 Palm Street, San Luis Obispo
Thursday, September 3, 2015 at 1:30 p.m.**

Specification packages and additional information may be obtained by contacting the Community Development Department at 805-781-7170 or downloaded from the City's website at:

<http://www.slocity.org/doing-business/doing-business-with-the-city/bids-and-proposals>

Questions should be directed to Rebecca Gershow at (805) 781-7011 or via email at rgershow@slocity.org.



The City of San Luis Obispo is committed to including disabled persons in all of our services, programs and activities. Telecommunications Device for the Deaf (805) 781-7410.

Specification No. 91364

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A. INTRODUCTION

The City of San Luis Obispo is seeking proposals from qualified consulting firms to prepare an update to The Conceptual Physical Plan for the City's Center (Downtown Concept Plan or Plan). The qualified individual or firm (Consultant Team) should have strong urban design and visioning skills to lead the process to update the Downtown Concept Plan through a robust public engagement process.

The City will not accept a proposal as responsive if it covers only a portion of the Scope of Work requested. A summary of the required deliverables includes (more complete description is included in sections below):

- Updated Downtown Concept Plan (including policy direction)
- Identification of regulatory changes necessary to implement plan

Optional deliverable: Update existing SketchUp model of Downtown

1. GENERAL PLAN BACKGROUND

San Luis Obispo is situated in the Central Coast Region of California, midway between San Francisco and Los Angeles. The City is nestled among the hills and lined with creeks and offers a mild climate. California Polytechnic State University is located just on the north end of town and the San Luis Obispo County Regional Airport is located to the south of the city. San Luis Obispo was recognized as one of the top 12 Distinctive Destination Cities in the U.S. by the National Trust for Historic Preservation, and recently received State recognition for its "Creek Day" clean-up program. The City received recognition as one of the "happiest" towns in Dan Buettner's book *Thrive* and is recognized as a Bicycle Friendly Community (silver award) by the League of American Bicyclists

The City traces its roots back to the Native American cultures and subsequent colonization period associated with establishment of the Mission by Fr. Serra in 1772. It has grown into a 12.8 square mile charter city of approximately 44,948 people. San Luis Obispo has a special feeling due to its historic downtown and surrounding morros that define the vistas from many places in the City. It serves as the regional center for many government services as well as cultural, business and recreational opportunities. It is known as a well-managed city that values quality services, infrastructure, and a high level of community engagement.

The City's first General Plan was adopted in 1961. The Land Use and Circulation Elements saw major revisions in 1972, 1977, 1994, and most recently in 2014. The General Plan reflects the desire for a compact urban form with a surrounding greenbelt area and includes multi-modal level of service standards. The General Plan, in addition to related implementing documents such as design guidelines, zoning ordinance, historic context statement, historic preservation ordinance, are all used consistently by the City's staff, advisory bodies and Council to guide decisions regarding development and capital expenditures. A diagram showing the framework of land use-related policy documents may be found here:

To view the General Plan, please see the city website for more information:
<http://www.slocity.org/government/department-directory/community-development/planning-zoning/general-plan>

2. DOWNTOWN CONCEPT PLAN BACKGROUND

In late 1990, the City Council authorized the preparation of a Downtown Concept Plan and authorized the City Manager to establish a committee of community design professionals who would be willing to do the work on a voluntary basis. Chuck Crotser, Rodney Levin, Andrew Merriam, Pierre Rademaker, and Kenneth Schwartz volunteered to be the design team for the effort. A broad cross-section of community members also participated to provide feedback as the plan was being developed. Key City staff participated in providing information and project evaluation. A local consulting firm, Crawford, Multari, and Starr, provided assistance, assembled data and established the basic map and graphic formatting. The Downtown Concept Plan was reviewed by the Parks and Recreation Commission, the Cultural Heritage Committee, and the Architectural Review Commission prior to review by Planning Commission and City Council. The City Council approved the Plan by resolution on May 4, 1993.

The Plan was formatted as a 26" by 39" poster with graphic illustrations of the longer term vision on the front side (plan view of buildings, streets, and pedestrian ways, complemented by three-dimensional sketches of possible design solutions for selected parts of the Plan). The reverse side of the poster contains a narrative description of the Downtown Concept Plan, including the vision, goals and key concepts, and descriptions of recommendations organized by area.

The Downtown Concept Plan has been referred to over the years as guidance for development projects and for acquisition of public space. It has served as a compelling vision for the Downtown.

3. PROJECT AREA

The Downtown Concept Plan covers primarily the commercial area bounded by Hwy 101 and the western end of Marsh, Higuera, and Pacific Streets on the west, to Johnson Avenue at Monterey, Higuera, and Marsh on the east. Palm Street forms the northern boundary of the project area and Pacific Street forms the southern boundary. Linkages between the project area and other planning areas such as Upper Monterey and Mid-Higuera as well as interactions with adjoining residential neighborhoods are recognized as important though not part of the project area.

4. POLICY DIRECTION

Policy direction to guide the update to the Downtown Concept Plan includes the following (references are provided at the end of the document on page 30):

Expansion of Mission Plaza. The Land Use Element¹ directs consideration of full or partial closure and redesign of Broad Street between Palm and Monterey Streets, and Monterey between the two connections with Broad Street. A separate but related planning effort is underway to develop an assessment and infrastructure plan for Mission Plaza, including evaluation of plaza events and physical expansion.

Role of Downtown. The Downtown is the community's heart² and serves as the cultural, social, entertainment, and political center of the City, as well as a neighborhood. Policy subsets support a mix of residential types, affordability levels, and tenancies on upper floors above the commercial uses at street level³.

Walking Environment. Several Land Use Element policies⁴ address the desire/need to see Downtown as a safe and interesting place for walking, sitting, and gathering. Development of a Downtown Pedestrian Plan will be informed by the update to the Downtown Concept Plan.

Open Places and Views. Land Use Element policies⁵ seek to enhance views of the surrounding hills from the Downtown where possible and to increase areas for green space and parks to serve the growing Downtown residential population.

Character. The historic buildings in the district contribute to the ambiance and feel of the Downtown. Street trees also contribute to the character and pedestrian comfort of the area. The City's Community Design Guidelines and Historic Preservation Program Guidelines address (in part) design review and compatibility issues of development in the Downtown.

Transportation Goals. Make the downtown more functional and enjoyable for pedestrians. Support the modal priorities for the downtown (in ranked order) of pedestrian, bike, transit, and finally cars.⁶

B. SCOPE OF WORK

1. FORMAT

The update of the Downtown Concept Plan shall consider effective visual communication of the physical aspects of policy direction to be of utmost importance. The document shall include a minimum amount of explanatory text and be highly graphic in nature. The Downtown Concept Plan currently provides direction applicable to single and multiple block areas. Each area contains direction for Public Projects and Standards and/or Guidelines to shape future development. Short-, medium- and long-term improvements and acquisition needs are identified.

Proposers should review the format of the current plan and provide recommendations for the updated format to ensure it continues to meet the needs of the community. The Plan is expected to be user-friendly, concise and written in a manner easily understood by the public, oriented towards graphical representations of the future form of the Downtown. There shall be an emphasis on providing information visually through the use of photographs, drawings, three-dimensional illustrations and maps. The City is seeking an innovative approach in creating a document/map(s), including the creation of print and electronic versions. The simplicity of the concept plan has been one of the hallmarks of its utility and general acceptance and use.

2. PUBLIC REALM

In addition to updating the vision contained in the Plan, direction for the public realm shall be provided in a way that could be used to develop updates to the City's zoning ordinance, including the possibility of developing a form-based code for the Downtown. A description of the public infrastructure and facilities needed for Plan implementation shall be included.

3. CONTEXT

The work of the consultant shall include communicating to the public a clear understanding of the existing context of downtown. This includes development of an existing conditions map, as well as graphic representations of existing and entitled projects and projects currently in process. Also required is a thorough understanding of the existing community design guidelines, historic preservation program guidelines, the Bicycle Transportation Plan, GIS data, and existing General Plan policy direction for the downtown and surrounding residential neighborhoods to ensure familiarity with the physical setting and the overarching values shaping the area. Close coordination with the Mission Plaza Master Plan process, as described further below, will also be required.

4. COMMUNITY ENGAGEMENT

San Luis Obispo has very informed and engaged residents and community stakeholders. As such, the public participation aspect of this process is especially critical. The City is seeking an innovative community engagement process that is inclusive and validating for participants.

Proposals should include a **Community Engagement Plan** that includes the following:

A key component of the community engagement process will be the **Creative Vision Team (CVT)** comprised of four of the five original authors of the Plan and five new members. In addition to providing valuable background and context regarding the original Downtown Concept Plan, the CVT will assist the consultant with public meetings, visioning exercises, and collaboration with a variety of stakeholders who may have a particular interest in one or more of the identified downtown focus areas (geographic or topical). The CVT will actively participate in generating drawings to visualize concepts and respond to ideas from outreach activities and will work with the consultant and staff in developing the plan. City staff will be responsible for meeting coordination, facilitation assistance, set-up and noticing.

The City anticipates the community engagement process will include a **walking tour and charrette(s)** to gather and flesh out concepts as well as **interviews and focus groups with key stakeholders**. On-line tools may be included to augment but not replace face-to-face opportunities for interaction. The consultant should allow for attendance at an adequate number of meetings with staff, and up to eight potential public meetings/hearings (e.g., workshops/charrettes, Planning Commission and City Council meetings). Additional pre-approved meetings will be reimbursed on a time and materials basis.

Interested parties and stakeholder groups include but are not limited to the SLO Chamber of Commerce, Downtown Association, History Center of San Luis Obispo County, ARTS Obispo, Residents for Quality Neighborhoods (RQN), San Luis Obispo Business and Property Owners Association (SLOBPOA), Neighborhood Groups (Old Town, Mission Orchard, etc.), County Government, San Luis Obispo Museum of Art, Save Our Downtown (SOD), Northern Chumash Tribal Council, Bike SLO County, Old Mission Church representatives, SLO Little Theater, SLO Children's Museum, Cal Poly students, staff, and faculty, and others.

In addition, outreach activities and visioning exercises will be cooperative endeavors between the Downtown Concept Plan and the **Mission Plaza Master Plan** projects, which will be running concurrently. See the link to the Mission Plaza Master Plan RFP in Section E, Available Resources.

Proposals should also include (but not be limited to) outreach activities such as:

- Newsletter—Preparation of community outreach newsletter for City distribution
- E-updates—Preparation of materials for City staff to send to an email list to maintain interest and generate participation
- Media Outreach—Preparation of news releases on the process and key elements of the update
- Farmers' Markets—Preparation of materials for staff to use at an information booth
- City web site/on-line community forum/interactive virtual town hall – Preparation of materials for staff to use

5. ISSUES TO ADDRESS IN UPDATED PLAN- DELIVERABLES

- Evaluate the existing boundary of the Downtown Concept Plan given new General Plan policies and programs for downtown and adjacent neighborhoods.
- Reflect development/redevelopment that has occurred or been approved since inception of the Downtown Concept Plan.
- Understand what portions of the existing Downtown Concept Plan were not implemented and why.
- Incorporate the Palm-Nipomo Parking Structure and other planned public projects related to circulation and transit.
- Identify potential locations for new or expanded public space(s) for gathering and socializing
- Address implementation of new General Plan policies including multi-modal level of service standards and downtown modal priorities
- Address implementation of Bicycle Transportation Plan policies and projects proposed in the downtown
- Address pedestrian needs in the downtown including sidewalk widths and uses, walking, seating, gathering areas and crossings/mid-block connections
- Provide access to and connections across San Luis Creek where appropriate
- Address the goal of having safe and vital public areas such as streets, sidewalks and plazas at all times of day while being considerate of adjoining neighborhoods
- Create connections and design cohesion between public and cultural spaces
- Identify public art location opportunities and consistency with the Public Art Master Plan (in process)
- Resolve whether Fremont/County Government Plaza concept is still desirable
- Coordinate closely with and incorporate ideas from the Mission Plaza Master Plan update underway
- Identify ways to activate Monterey Street east of Santa Rosa to draw visitors from hospitality facilities further east
- Identify places where taller buildings may be appropriate
- Identify appropriate places to provide public views of surrounding hills/environment
- Include tools for evaluating future projects
- Include descriptions of public infrastructure and facilities needed for Plan implementation
- Identify regulatory changes needed as part of subsequent Zoning code update

6. ENVIRONMENTAL REVIEW

The consultant team will be responsible for completing an Initial Study for the draft update. Further work on environmental review, including preparation of a Negative Declaration,

Mitigated Negative Declaration, or Environmental Impact report for the project will be completed by staff or completed prior to final adoption of the updated plan as part of the larger Zoning Code update project.

C. PROJECT SCHEDULE

The project schedule listed below is a draft. The successful consultant team will work with staff to finalize the individual project subtasks (under Tasks 2-5) within the overall timeframe.

Activities/Milestones	Responsible Parties	Timeframe
DOWNTOWN CONCEPT PLAN UPDATE		
TASK 1. PROGRAM INITIATION		
1.1 Request for Proposals (RFP) Authorized by City Council.	City Staff	August 18, 2015
1.2 Post and Distribute RFP	City Staff	August 21, 2015 - September 25, 2015
1.3 Solicit volunteers for CVT	City Staff	August 21, 2015 - September 25, 2015
1.4 Pre-Proposal conference	City Staff	September 3, 2015
1.5 RFP Responses Due	Consultant	September 25, 2015 3 pm
1.6 Evaluate RFP responses and select consultant(s) for interview(s).	City Staff	September 25, 2015 - October 9, 2015
1.7 Recommend 5 additional volunteers for CVT	Subcommittee of Council and original CVT	September 25, 2015 - October 9, 2015
1.8 Appoint CVT members	City Council	October 20, 2015
1.9 Interview consultant(s).	City Staff, 2 CVT reps	October 19, 2105 - October 23, 2015
1.10 Consultant selection and contracting	City Staff	October 23 - November 27, 2015
1.11 Initial meeting(s) with City staff and Creative Vision Team (CVT). Coordinate with Mission Plaza Master Plan consultant team. Finalize proposed schedule and work plan.	City Staff, CVT, and Consultant	November 20 – 30, 2015

<p>TASK 2. VISIONING</p> <p>2.1 Tour(s) of downtown and focus area brainstorming session</p> <p>2.2 Stakeholder focus groups (3-4 meetings)</p> <p>2.3 Discuss information collected to date, including: existing conditions, Mission Plaza Master Plan, CVT experiences, development projects, guidance documents, and previous Council input. Plan meeting.</p> <p>2.4 Community-Wide Meeting #1: Design Charrette (includes visioning for Mission Plaza MP): big ideas</p>	<p>Consultant, City Staff, CVT</p> <p>Consultant, City Staff, CVT</p> <p>Consultant, City Staff, CVT</p> <p>Consultant, City Staff, and CVT</p>	<p>November 27, 2015 - December 11, 2015</p> <p>December 11 – 18, 2015</p> <p>January 4-8, 2016</p> <p>Week of January 25, 2016</p>
<p>TASK 3. SYNTHESIS</p> <p>3.1 Evaluate Charrette responses and work with CVT to further develop concepts, graphics and policies</p> <p>3.2 Outreach and work with focus groups to refine work</p> <p>3.3 Finalize draft concepts and policy work</p> <p>3.4 Community-Wide Meeting #2: Review Draft concepts and policy work</p>	<p>Consultant, City Staff, and CVT</p> <p>Consultant, City Staff and CVT</p> <p>Consultant, City Staff, and CVT</p> <p>Consultant, City Staff, and CVT</p>	<p>February 1 - 12, 2016</p> <p>February 12, 2016 – March 11, 2016</p> <p>March 14, 2016 – April 29, 2016</p> <p>May 2, 2016 – May 6, 2016</p>
<p>TASK 4. HEARINGS/REVIEW</p> <p>4.1 MTC/BAC/CHC Hearings</p>	<p>City Staff and</p>	<p>May - June 2016</p>

4.2 PRC Hearing	CVT City Staff and CVT	June 2016
4.3 ARC Hearing	City Staff and CVT	June – July 2016
4.4 Planning Commission Hearings	City Staff, Consultant CVT	July – August 2016
4.5 Address input received at advisory body meetings	Consultant	August 2016
4.6 City Council Hearing – review all input from advisory bodies. Initiate Initial Study.	City Staff and CVT and Consultant	September 2016
Task 5. FINAL CONCEPT PLAN		
5.1 Work with CVT to finalize update, including graphics and policies in response to advisory body and Council input. Complete Initial Study.	Consultant, City Staff and CVT	September – October 2016
5.2 City Council Endorsement to include DTC with Zoning Code review.	City Staff and CVT	November 2016

D. PROJECT BUDGET

A budget of \$100,000 is earmarked for consultant services, materials, Initial Study and contingency for this project.

E. AVAILABLE RESOURCES

Document	Location
General Plan of San Luis Obispo City (Land Use, Circulation, Noise, Safety, Water and Wastewater, Conservation and Open Space, Housing, and Parks	http://www.slocity.org/government/department- directory/community-development/planning- zoning/general-plan

and Recreation Elements)	
Mid-Higuera Enhancement Plan	http://www.slocity.org/Home/ShowDocument?id=4300
Downtown Concept Plan	http://www.slocity.org/home/showdocument?id=4951
Stormwater Management Plan – Urban Sustainability Area	http://www.slocity.org/home/showdocument?id=5184 http://www.slocity.org/home/showdocument?id=5186
Bicycle Transportation Plan	http://www.slocity.org/home/showdocument?id=3785
Historic Preservation Program Guidelines	http://www.slocity.org/home/showdocument?id=4144
Historic Context Statement	http://www.slocity.org/government/department-directory/community-development/historic-and-archeological-preservation/historic-context-statement
Zoning Regulations	http://www.slocity.org/home/showdocument?id=5861
Subdivision Regulations (to be updated in 2015-16)	http://www.slocity.org/home/showdocument?id=4308
Community Design Guidelines	http://www.slocity.org/home/showdocument?id=2104
City of San Luis Obispo Municipal code	http://www.codepublishing.com/ca/sanluisobispo/
Land Use Element Diagram	http://www.slocity.org/home/showdocument?id=5857
San Luis Obispo Chamber of Commerce Strategic Plan	https://slochamber.org/your-chamber/strategic-plan/
San Luis Obispo Downtown Association Strategic Plan	http://downtownslo.com/wp-content/uploads/2013/05/SLO-Downtown-Association-Strategic-Plan-2013.pdf?cfa587
Multimodal Transportation Impact Study Guidelines	http://www.slocity.org/home/showdocument?id=6029
Projects approved and in process	http://slocity.maps.arcgis.com/apps/MapTour/index.html?appid=27749c92741d46b0a89974c199f4f9b2&webmap=12e601e04ce6466495b5f89f46384175
Mission Plaza Master Plan RFP	http://www.slocity.org/Home/Components/RFP/RFP/34/1382
Public Art Master Plan	http://www.slocity.org/Home/Components/RFP/RFP/12/1382

Other City Resources:

Traffic Model
SketchUp Model of Downtown

GIS Resources:

Boundaries
Airport Safety Zones

Annexations
Block Numbers
City limit
Commercial Fire Zone
Downtown Planning Area
Fire response
Flood zones
General plan land use
General Plan Special Design Areas
Greenbelt
Historic Districts
Historic Resources
Mission Sidewalk Style
Open space
Open space easements
Parking Districts
Parks
Pavement Management
PAZ Zones -Diablo
Planning Area
Sales tax areas
School Districts
Specific plan areas
Urban reserve line
USGS quads
Utility fee areas
Waste Collection Days
Water Pressure Zones
Watersheds
Zoning

Built Features

Address labels
Address points
Airport runways
Block Number Labels
Bridges
Cal Poly bldg. labels
CalTrans Hwy Points
City Art
Creek Walkway
Electric meters
Fire Stations
Handicap ramps
Hwy 101 Center Lines
Hwy 101 Pave Out
Indoor Meeting Facilities
Laguna Lake Roads
Mines
Mission Bells
Power lines

Public Toilets
Railroad row
Railroad Tracks
Railroad Underpasses
Recreation fields
Sidewalk centerline
Special Setbacks
Streets
Traffic signals
Trail points
Trails
Unreinforced masonry bldgs.

Natural Features

Contours -2 meter
Creek Buffers
Creeks
Heritage trees
Impervious Areas
Laguna Lake
Rare Endangered Species
Vegetation

Parcels

City Facilities
City owned properties
Easements
Government Owned Properties
Hospitals
Parcels
School parcels
Tracts
Vicinity Parcels Barclay

Transportation

Bicycle Transportation Existing
Bicycle Transportation Proposed
Bike Racks
Bus Routes
Bus Routes Stops
Sub-areas
Meter Zones
Transport Hubs
Truck Routes

SECTION F

GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (proposer) shall meet all of the terms, and conditions of the Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the proposer acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be enclosed in an envelope that shall be sealed and addressed to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. In order to guard against premature opening, the proposal should be clearly labeled with the proposal title, specification number, name of proposer, and date and time of proposal opening. No FAX submittals will be accepted.
3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating.
 - b. Scope of coverage and limits.
 - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the proposer's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section E.

4. **Proposal Quotes and Unit Price Extensions.** The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the proposer must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum bid shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any proposer for any item are not in agreement, the unit price alone will be considered as representing the proposer's intention and the proposal total will be corrected to conform to the specified unit price.
5. **Proposal Withdrawal and Opening.** A proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance for its withdrawal, in which event the proposal will be returned to the proposer unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Proposers or their representatives are invited to be present at the opening of the proposals.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a proposer submitting a proposal, or who has

quoted prices on materials to such proposer, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other proposers submitting proposals.

7. **Cooperative Purchasing.** During the term of the contract, the successful proposer will extend all terms and conditions to any other local governmental agencies upon their request. These agencies will issue their own purchase orders, will directly receive goods or services at their place of business and will be directly billed by the successful proposer.
8. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

9. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
10. **Competency and Responsibility of Proposer.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of proposers. Proposers will provide, in a timely manner, all information that the City deems necessary to make such a decision.
11. **Contract Requirement.** The proposer to whom award is made (Contractor) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications.
12. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverages and amounts specified in Section E of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
13. **Business License & Tax.** The Contractor must have a valid City of San Luis Obispo business license and tax certificate before execution of the contract. Additional information regarding the City's business license and tax program may be obtained by calling (805) 781-7134.

CONTRACT PERFORMANCE

14. **Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.
15. **Laws to be Observed.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of

- San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
16. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
 17. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
 18. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
 19. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
 20. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
 21. **Immigration Act of 1986.** The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
 22. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
 23. **Work Delays.** Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
 24. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment or services provided by the Contractor (Net 30). All expenditures must be itemized. For each expenditure of \$500 or more, copies of supporting documentation (time sheets, payroll stubs, receipts, etc.) must be submitted with the invoice.

25. **Inspection.** The Contractor shall furnish City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.
26. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor.
27. **Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.
28. **Indemnification for Professional Liability.** *To the fullest extent permitted by law, the Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and cost which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.*
29. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
30. **Termination.** If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the

City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall work scope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.

The City also may terminate this contract at any time by giving the Contractor written notice of such termination. Immediately upon receipt of notice of termination, Contractor shall discontinue work on the project and incur no further obligations or expenses. Contractor shall be paid the percentage of the total cost that corresponds to the percentage of the document(s) that are satisfactorily completed prior to the Contractor's receipt of said termination.

SECTION G

SPECIAL TERMS AND CONDITIONS

ENGINEERING, ARCHITECTURAL AND ENVIRONMENTAL SERVICES

1. **Proposal Content.** Your proposal must include the following information:

Submittal Forms

- a. Proposal submittal summary.
- b. Certificate of insurance.
- c. References from at least three firms for whom you have provided similar services.

Qualifications

- d. Experience of your firm and those of sub-consultants in performing similar services.
- e. Resumes of the individuals who would be assigned to this project, including any sub-consultants.
- f. Standard hourly billing rates for the assigned staff, including any sub-consultants.
- g. Statement and explanation of any instances where your firm or sub-consultant has been removed from a project or disqualified from proposing on a project.

Work Program

- h. Description of your approach to completing the work.
- i. Tentative schedule by phase and task for completing the work.
- j. Estimated hours for your staff in performing each major phase of the work, including sub-consultants.
- k. Services or data to be provided by the City.
- l. Any other information that would assist us in making this contract award decision.
- m. Description of assumptions critical to development of the response which may impact cost or scope.

Proposal Length and Copies

- n. Proposal length is not limited to a number of pages, however should only be as long as required to be responsive to the RFP, including attachments and supplemental materials.
- o. **Six Eight** copies of the proposal must be submitted along with a CD.
- p. Two-sided printing is required.

2. **Proposal Evaluation and Consultant Selection.** Proposals will be evaluated by a review committee and contract award process as follows:

Phase 1 – Written Proposal Review/Finalist Candidate Selection

The proposals will be evaluated based on the following criteria as evidenced in their written proposals:

- a. Understanding of the work required by the City.
- b. Quality, clarity and responsiveness of the proposal.
- c. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City.
- d. Recent team experience in successfully performing similar services.
- e. Proposed approach in completing the work.
- f. References.
- g. Background and experience of the specific individuals to be assigned to this project.
- h. Effective use of City General funds.

Phase 2 – Oral Presentations/Interviews and Consultant Selection (at City's option)

At the City's discretion, a group of finalist candidates may be asked to provide an oral presentation to the review committee and answer questions about their proposal. The purpose of this second phase is two-fold: to clarify and resolve any outstanding questions or issues about the proposal; and to evaluate the proposer's ability to clearly and concisely present information orally. After evaluating the proposals and discussing them further with the finalists or the tentatively selected contractor, the City reserves the right to further negotiate the proposed work scope and/or method and amount of compensation.

Contract award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by the City, including: the written proposal criteria described above; results of background and reference checks; results from the interviews and presentations phase; and proposed compensation.

3. Proposal Review and Award Schedule. The following is an outline of the anticipated schedule for proposal review and contract award:

- | | | |
|----|-------------------------------|--------------------|
| a. | Issue RFP | 8/21/15 |
| b. | Receive proposals | 9/25/15 |
| c. | Complete proposal evaluation | 10/9/15 |
| d. | Conduct finalist interviews | 10/19/15- 10/23/15 |
| e. | Finalize staff recommendation | 10/23/15 |
| f. | Execute contract | 11/27/15 |
| g. | Start work | 11/27/15 |

OWNERSHIP, DELIVERY AND PRESENTATION OF WRITTEN OR GRAPHIC PRODUCTS
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4. **Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of the Contractor as part of the work or services under these specifications shall become the permanent property of the City, and shall be delivered to the City upon demand.
5. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Contractor as part of the work or services under these specifications shall be the property of City and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.
6. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Contractor is required to furnish in limited quantities as part of the work or services under these specifications, the Contractor shall provide such additional copies as are requested, and City shall compensate the Contractor for the costs of duplicating of such copies at the Contractor's direct expense.
7. **Required Deliverable Products.** The Contractor will be required to provide:
 - a. Five copies of deliverables addressing all elements of the work scope. City staff will review any documents or materials provided by the Contractor and, where necessary, the Contractor will be required to respond to staff comments and make such changes as deemed appropriate.
 - b. One camera-ready original, unbound, each page printed on only one side, including any original graphics in place and scaled to size, ready for reproduction.
 - c. When computers have been used to produce materials submitted to the City as a part of the work scope, the Contractor must provide the corresponding computer files to the City, compatible with the following programs whenever possible unless otherwise directed by the project manager:

• Word Processing	Word 2010
• Spreadsheets	Excel 2010
• Desktop Publishing	InDesign
• Virtual Models	Sketch Up
• Digital Maps	Geodatabase shape files in State Plan Coordinate System as specified by City GIS staff
8. **Attendance at Meetings and Hearings.** As part of the work scope and included in the contract price is attendance by the Contractor at approximately 12 meetings to present and discuss findings and recommendations, and gather input from the general public, stakeholder groups, and Community Vision Team. Contractor shall arrange as many "working" meetings/conference calls with staff as necessary to perform work scope tasks.

ALTERNATIVE PROPOSALS

9. **Alternative Proposals.** The proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's project objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternatives, and discuss under what circumstances the City would prefer one alternative to the other(s). If an alternative proposal is submitted, the maximum length of the proposal may be expanded proportionately by the number of alternatives submitted.

BID SPECIFICATION LIMITS

10. **Accuracy of Specifications.** The specifications for this project are believed by the City to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Proposers are cautioned to undertake an independent analysis of any test results in the specifications, as City does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the proposer and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the plans and specifications that could easily have been ascertained by examining either the project site or accurate test data in the City's possession. Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of proposer to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the proposer. An ambiguity or defect shall be considered patent if it is of such a nature that the proposer, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the proposer or subcontractors to notify City in writing of specification or plan defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful proposer to achieve the project's objective or standard beyond the amounts provided there for in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or any other matter whatsoever, Contractor shall immediately notify the City in writing, and the Contractor and all subcontractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of contractor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

SECTION H

FORM OF AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on [day, date, year] by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and [CONSULTANT'S NAME IN CAPITAL LETTERS], hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on [date], City requested proposals for an update to the Land Use and Circulation Elements, Environmental Impact Report, and Fiscal Analysis per Specification No. 91364 (project); and

WHEREAS, pursuant to said request, Contractor submitted a proposal that was accepted by City for said project;

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until acceptance or completion of said project.
2. **INCORPORATION BY REFERENCE.** City Specification No. 91364 and Consultant's proposal dated [date], are hereby incorporated in and made a part of this Agreement.
3. **CITY'S OBLIGATIONS.** For providing the services as specified in this Agreement, City will pay and Contractor shall receive therefore compensation in a total sum not to exceed [\$100,000.00]. Consultant shall be eligible for compensation installments after completion of milestone Tasks 1-5 as shown in the attached scope of work and payment schedule.
4. **CONSULTANT'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to do everything required by this Agreement and the said specification as described in Exhibit A (RFP) attached hereto and incorporated into this Agreement and to comply with the terms set forth in Exhibits F, G, and I attached hereto and incorporated into this Agreement.

5. **AMENDMENTS.** Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the Community Development Director of the City.

6. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.

7. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

City Derek Johnson
City of San Luis Obispo
919 Palm Street
San Luis Obispo, CA 93401

Consultant Name
Address

8. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST: CITY OF SAN LUIS OBISPO

City Clerk

By: _____
Community Development Director

APPROVED AS TO FORM:

CONSULTANT

City Attorney

By: _____
Name of CAO / President
Its: CAO / President

SECTION I

INSURANCE REQUIREMENTS:

Consultant Services

The 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, its agents, representatives, employees or subcontractors.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability 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 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations 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, its officers, official, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any

insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. 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.
4. 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) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage. Contractor shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

SECTION J

Proposal Submittal Forms:

Consultants

The undersigned declares that she or he has carefully examined Specification No. 91364, including the description of the Grant work program which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

Description	2015-16	2016-17
Task 1		
Task 2		
Task 3		
Task 4		
Task 5		
Task 6		
Task 7		
Task 8		
Other Costs (please specify)		
TOTAL	\$	\$

Certificate of insurance attached; insurance company's A.M. Best rating: _____.

Firm Name and Address

Contact	Phone

Signature of Authorized Representative

	Date
--	------

REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name:_____.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

SECTION K END NOTES

¹ LUE 4.27 **Expansion of Downtown Plaza:** The City shall explore the full or partial closure and re-design of the following street segments to effectively extend, either permanently or for special events, Mission Plaza on:

- A. Broad Street between Palm and Monterey Streets, and
- B. Monterey Street between the two connections with Broad Street.

² LUE 4.1: **Downtown** is the community's urban center serving as the cultural, social, entertainment, and political center of the City for its residents, as well as home for those who live in its historic neighborhoods.

³ LUE 4.2 **Downtown Residential:** Downtown is not only a commercial district, but also a neighborhood. Its residential uses contribute to the character of the area, allow a 24-hour presence which enhances security and help the balance between jobs and housing in the community.

LUE 4.2.1 **Existing and New Dwellings:** The City shall use the following when evaluating development in the Downtown area:

- A. Existing residential uses within and around the commercial core should be protected, and new ones should be developed.
- B. Dwellings should be provided for a variety of households.
- C. Dwellings should be interspersed with commercial uses.
- D. All new, large commercial projects should include residential uses.
- E. Commercial core properties may serve as receiver sites for transfer of development credits, thereby having higher residential densities than otherwise allowed (see Policies 6.4.5 and 6.4.6).

LUE 4.20.2 **Upper Floor Dwellings:** Existing residential uses shall be preserved and new ones encouraged above the street level. This new housing will include a range of options and affordability levels.

⁴ LUE 4.4 **Public Gatherings:** Downtown should have spaces to accommodate public meetings, seminars, classes, socialization and similar activities in conjunction with other uses. Downtown should provide a setting which is festive and comfortable for public gatherings.

LUE 4.5 Walking Environment

The City shall plan and manage Downtown to include safe, interesting places for walking and pleasant places for sitting. To this end:

- A. Mid-block walkways, courtyards, and interior malls should be well lit and integrated with new and remodeled buildings, while preserving continuous building faces on most blocks.
- B. Downtown streets should provide adequate space for pedestrians.
- C. There should be a nearly continuous tree canopy along sidewalks, and planters should provide additional foliage and flowers near public gathering areas.
- D. Public Art should be placed along pedestrian paths.
- E. Traffic calming and pedestrian safety should be enhanced, where appropriate, through such features as road tables, pavement changes, bulb outs and scramble intersection signals.
- F. Landscaping should mitigate harsh micro-climates.

⁵ LUE 4.10 **Open Places and Views:** The City shall enhance the Downtown to include carefully located open places where people can rest and enjoy views of the surrounding hills; and outdoor spaces where people are completely separated from vehicle traffic, in addition to Mission Plaza. Opportunities include extensions of Mission Plaza, a few new plazas, and selected street closures.

LUE 4.11 **Downtown Green Space:** The City shall increase Downtown green space and public parks,

including pocket parks and parklets, as the number of people living Downtown increases.

⁶ **Circulation Element** Goal 1.6.1 (5) on page 2-10 of the Circulation Element and Policy 6.1.3 and Table 3 on page 2-20 of the Circulation Element.

