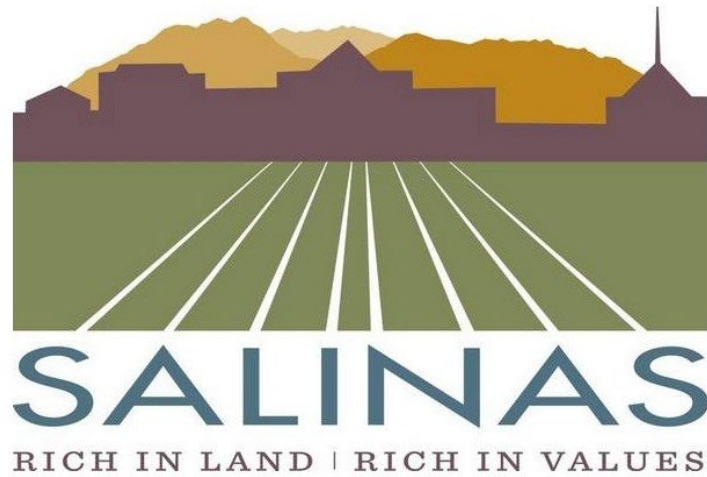


# REQUEST FOR PROPOSALS



## PREPARATION AND PROCESSING OF EAST AREA SPECIFIC PLAN AND ASSOCIATED PLANNING ENTITLEMENTS

**Released September 8, 2023**

### **Important Dates**

**Questions Due: September 22, 2023**

**Proposals Due: October 6, 2023**

**City of Salinas**

**Community Development Department**

**65 West Alisal Street (Second Floor), Salinas, CA 93901**

**Project Manager: Grant Leonard, Planning Manager**

**Email: [grantl@ci.salinas.ca.us](mailto:grantl@ci.salinas.ca.us)**

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## SUMMARY OF REQUEST

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The City of Salinas is requesting qualifications from urban design, planning and environmental consulting firms to provide planning services related to the preparation and entitlement of the East Area Specific Plan (the “Project”) (Figure 1).

The city seeks a qualified consultant team, or consultant teams, with significant experience in the principals and implementation of ‘New Urbanism’, form-based land planning, neighborhood planning (including land use, pedestrian-oriented urban design, crime prevention through environmental design, etc.), park/trail planning, civil and traffic engineering, public infrastructure, public finance and fiscal analysis, mitigating environmental impacts through project design and standards, and associated fields to development and preparation of both a Specific Plan.

Additionally, the City is interested in planning consultants with demonstrated expertise and experience in preparing a Specific Plan (as provided for in Government Code sections 65450-65457) built upon broad public involvement and consensus building. The consultant team may be a single multi-service firm or a combined team comprised of a planning lead with sub-consultants as required. Requested services do not include the preparation of California Environmental Quality Act (CEQA) compliance documents, but the consultant will be required to coordinate with the City’s CEQA compliance professionals. It is anticipated that the environmental review of the Project will be able to tier off of the Final Supplement to the Salinas General Plan Program EIR (2008) which analyzed the environmental impacts in the Future Growth Area North of Boronda, including the East Area, as well as the EIR for the Visión Salinas 2040 General Plan Update, which is anticipated to be adopted in June 2024. Consultant will also be required to consider and maximize the consistency of the Specific Plan with the 2002 Salinas General Plan and the Visión Salinas 2040 General Plan Update that is underway.

Through the Visión Salinas 2040 General Plan Update, the City is proposing a new approach to land use designations and land use map that aims to create and reinforce quality places where people want to live, work, play, and learn. The draft Place Types and Place Types Map (attached) were developed from community feedback heard at the seven (7) land use workshops, Working Group and Steering Committee meetings, and the Community Design Workshop. Draft Place Types incorporate land use policies and recommendations of other recent planning documents including the Alisal Vibrancy Plan and Economic Development Element. Development of this Specific Plan should include these Place Types when determining the landuses within the plan area.

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## BACKGROUND

The City of Salinas is facing an ongoing housing crisis with a low supply of units, rising rents and home prices, overcrowding, and a significant population of unhoused residents. Similar to many cities in California, housing affordability challenges have steadily increased in Salinas since the last Housing Element and were exacerbated further during the COVID-19 pandemic.

In response to these challenges, the City of Salinas has focused on advancing housing production and establishing programs to support residents with their housing needs. In March 2023, the City was honored to be the first city on the Central Coast to receive the official ProHousing Designation from the Office of Gov. Gavin Newsom., the first City on the Central Coast to receive the designation.

The 2023-2031 Housing Element is a tool for the City to continue to address its housing challenges and plan for the community's housing needs, including a detailed outline and work program of the City's goals, policies, quantified objectives, and programs for the preservation, improvement, and development of housing for a sustainable future. Development of the City's Future Growth Areas is a key strategy to meet the City's housing needs and its Regional Housing Needs Allocation.

The 2002 Salinas General Plan identified a Future Growth Area (FGA) which is located generally north of Boronda Road, west of Williams Road, east of San Juan Grade Road and south of Rogge Road (North of Boronda FGA, (Figure 1). The General Plan requires that new development in the North of Boronda FGA be based on New Urbanism as well as other design principles to promote walkability and the use of alternative modes of transportation, provide a variety of housing choices, ensure access to parks and open space, and promote sustainability, etc.

In September 2008, the North of Boronda FGA, comprising 2,388 gross acres, was annexed to the City of Salinas and zoned New Urbanism Interim (NI) with a Specific Plan Overlay. Policy LU-4 of the Salinas General Plan requires the preparation of a specific plan(s) prior to the development of any FGA, including the North of Boronda FGA.

The Final Supplement to the 2002 Salinas General Plan Environmental Impact Report (FSEIR, 2008) evaluated the environmental impacts and established a Mitigation, Monitoring and Reporting Plan for the maximum development of 11,485 total dwellings and 3.992 million square feet of commercial/retail/mixed use and public/semi-public uses, including schools, city service facilities, and parks and open space in the North of Boronda FGA.

For planning purposes, the North of Boronda FGA was divided into three separate proposed Specific Plan Areas; the West Area (WASP), Central Area (CASP) and East Area (EASP). Subsequently a fourth Specific Plan; the Gateway Center Specific Plan (GCSP), consisting of approximately 20 acres, was carved out of the WASP to facilitate the development of a large commercial center. The GCSP was approved by the City Council in 2011, the WASP in 2019 and the CASP in 2020.

An EASP was initiated in early to mid-2000s but did not move forward due to the economic downturn in 2008. GCSP, WASP and CASP land use figures are provided as Attachments 2, 3 and 4. East FGA General Plan land uses, designated through the annexation approval process, are shown on Attachment 5.

The City launched a comprehensive General Plan update, *Visión Salinas 2040*, in the summer of 2021. In addition to updating each chapter of the General Plan, *Visión Salinas 2040* will also include a new Environmental Justice Element and the City's first Climate Action Plan (CAP). The City has conducted a considerable amount of public engagement for *Visión Salinas 2040*, and is



in the process of drafting updated general plan elements with the expectation that a public draft will be available for review in January 2024.

In the past, the City did not have the staffing or financial resources to prepare Specific Plans for the FGA and therefore relied on developers to initiate, fund and create the GCSP, WASP, and CASP. At this time, there is the opportunity for the City to take the lead to create a city driven EASP and to complete the required CEQA compliance through the General Plan Update (GPU) process. While the EASP will be a separate document, it must be consistent with the General Plan. Preparing the two Plans concurrently therefore has multiple advantages.

Current advanced planning and community engagement activities are already occurring and include the formation of Working Groups to develop content including goals, policies and actions. The Built Environment Working Group's focus includes revisiting current East Area proposed land uses, circulation, and desired future development in the East FGA. In addition, an agreement for planning and environmental services is already in place to prepare and process CEQA compliance for the Visión Salinas 2040 GPU. Study and analysis being prepared for the GPU may be able to be leveraged and augmented to include the EASP as an identified project alternative.

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## **EAST AREA SPECIFIC PLAN**

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It is anticipated that an approved East Area Specific Plan would facilitate future development of the East FGA through streamlining the entitlement process for future development including a variety of housing types and commercial/retail and public/semi-public uses. A primary objective for undertaking the EASP is to provide additional opportunity for housing production and to ensure that the housing types that are developed are affordable for the City's working families. Given that the City's Regional Housing Needs Allocation (RHNA) is 6,674 units for the next eight-year housing cycle, it is critical to dramatically increase available housing opportunity sites like the EASP.

The EASP would not only provide the general vision and broad policy concepts to guide development for a new residential neighborhood, but also provide the details on the type, location, and intensity of uses, define the capacity and design of needed public improvements and infrastructure, and determine the resources necessary to finance and implement the public improvements and infrastructure needed to support the vision for a new neighborhood.

Three important and distinctive features of this Specific Plan that will need to be included are:

1. New Urbanism and Development and implementation of urban design standards which promote walkable and livable environments within the project area and maintain continuation of trail from WASP/CASP;
2. Facilitate the production of a variety of housing types; and
3. Integration/connection of this new neighborhood with adjacent established, residential neighborhoods and commercial areas.

It is intended that the Specific Plan set development policies, land use regulations, design standards, capital improvement program, and a financing program, concisely within a single document to streamline permitting. Topics to be covered in the Specific Plan include

- Land use and zoning designations,
- Development regulations and design standards and policies,
- Mobility and circulation,
- Public services and utilities,
- Resource conservation,
- Infrastructure and financing requirements; and
- Implementation and administrative processes, including state laws to facilitate and streamline housing development.

Attachment 5 shows the current General Plan land uses and project area.

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## **SCOPE OF WORK**

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The following describes specific components to be included in the scope of work. The City is open to suggestions other than or in addition to those listed which facilitate the completion of the project or improve project outcomes. It is anticipated that the final scope of work will not be approved until the final contract is executed with the selected consultant and the scope has been further refined as determined by City staff and the consultant.

The Community Development Department will provide the Consultant with the following:

- Background information and copies of relevant reports, plans and data; publication and mailing of all public notices,
- Staff participation in the review and comment of project draft documents,
- Staff attendance at public meetings and facilitation of stakeholder and or community meetings,
- Final approval of staff reports and resolutions,
- Responses to and collaboration with other City departments involved as well in the review and comment of draft documents.
- A designated City Project Manager will coordinate the internal review process upon delivery of draft documents by the Consultant.

Work products must be provided electronically in Word and pdf formats with changes provided in track changes. Consultant is to provide all new maps in ArcGIS or a compatible format, and any digital illustrations and figures in an editable format, so that all work produced by the consultant can also be manipulated and reproduced by City GIS staff without any technical or conversion problems.

This section provides general direction as to what the City expects to be included in a scope of work. The scope should not be considered completely comprehensive and it is expected that it will be refined based on Consultant experience and expertise. The proposal shall specifically indicate what procedures and methodologies the Consultant intends to use in undertaking each

phase of work. Descriptions of each phase of work and work product shall be in sufficient detail to permit evaluation of the relative merits of the analysis and procedures.

Unless otherwise noted, the Consultant is responsible for the completion of all work tasks below:

### **Task 1: Project Kickoff, Coordination and Management**

The Consultant shall be responsible for project management and logistics for the EASP document. The Consultant will be expected to:

1. Attend a kick-off meeting, coordinated by City staff (the City's Project Manager) between the project team (City staff, the Consultant and others, as applicable). In advance of this meeting, the Consultant is to prepare a detailed work program for review by the project team at the meeting, including a detailed schedule/timeline for the completion of each task.
2. Coordinate with relevant County, State and local responsible Agencies.
3. Attend staff coordinated bi-weekly phone call with project team to ensure the project remains on-task and budget. Review follow-up meeting notes reflecting the completion status of each task and any actionable items in accordance with the project.
4. Participate in periodic phone calls, with the City's Project Manager (upon the initiation of either party) on an as needed basis to address any issues that arise between project team meetings.
5. Subcontract as needed with other consultants in specific disciplines and manage any subcontracts including, but not limited to, editing and integration of sub-consultant work to ensure consistency of format, management of time schedules and billing, insurances, etc.

#### *Recommended Minimum Deliverables:*

- Detailed work program (schedule and timeline)
- Detailed budget tracking document
- Monthly invoices and progress reports
- Management of subcontract agreements

### **Task 2: Preparation of Specific Plan**

The EASP will be prepared in compliance with State law (Government Code Sections 65450 – 65457, including all the contents required by Section 65451), and will include:

1. **Area Profile/Existing Conditions Report.** Profile of the project area must be completed that evaluates current conditions. Building on the profile, existing conditions, and opportunities map, a report will be developed. The consultant will evaluate the existing physical and regulatory conditions in the project area, including but not limited to, existing land use, and the number of existing housing units or lack thereof.
2. **Alternative Analysis.** At least two alternatives will be prepared examining different future scenarios for higher density residential within the project area. The scenarios will be developed utilizing smart growth principles and will provide for a mix of housing types. The alternatives will include recommendations regarding adjustments to land use categories, modification of development standards, and the incorporation of form-based code. The alternatives will be developed based on input from the community workshops

and meetings of the Technical Advisory Committee through the Area Profile and market study. A report describing and analyzing the alternatives will be prepared to quantify development potential.

3. **Economic/Market Demand Analysis.** Projected absorption of dwelling units and square footage by non-residential use will be included for the planning period. The residential analysis will assess the future potential for housing of various types and at increased densities, at all levels of affordability. The commercial analysis will assess trends in retail, office, and mixed-use development in the area as well as future potential by type. The potential for employment in each of these areas shall also be included.
4. **Public Space and Uses.** Analyze existing and potential public spaces and uses to serve as the primary community special event (i.e. City operated Market on Maple and Chamber of Commerce events, etc.) gathering area (s). The Specific Plan will evaluate options and designs to retain and enhance these spaces as public amenities.
5. **Multi-modal Access and Connectivity.** This plan component will identify and provide recommendations on activities that can be incorporated to ensure the development of complete streets that includes transit, pedestrian and bicycle networks with well-designed connections to public transportation and other modes of transportation.
6. **Implementation Plan and Financing Strategy.** An implementation section will be included in the plan to identify actions and responsible entities to carry out the proposed plan. Strategies to finance actions and improvement and general timeframes for completion will be included. Provide a discussion of Specific Plan fee pursuant to GC 65456(a) for development in the specific plan to pay for the costs.
7. **Infrastructure Development Budget.** The Plan will assess the current public infrastructure facilities, and services to determine whether deficiencies exist that could impact development. An action plan and cost estimate is to be developed.
8. **Relationship to the City General Plan.** Include a discussion of the relationship of the specific plan to the City's 2002 general plan and the City's pending general plan update, Visión Salinas 2040. Consultant will also be required to consider and maximize the consistency of the Specific Plan with the Visión Salinas 2040 General Plan Update that is underway.
9. **Zoning:** include zoning for the Specific Plan area that is consistent with the principles of New Urbanism and the Place Types identified in the General Plan Update.

The Consultant shall prepare at least one administrative draft Specific Plan for internal review and comment by City of Salinas staff. City comments and edits will be incorporated by the Consultant and the Consultant shall prepare a draft Screencheck and Public Review Specific Plan. The City shall review and approve the above referenced documents prior to distribution by the consultant. With the support of the consultant, City staff will also schedule and hold appropriate public hearings on the draft documents, including at the Planning Commission and City Council. The Consultant shall prepare a final Specific Plan incorporating all response to comments and edits from the draft Specific plan. This will include a summary of changes made to the draft Specific Plan.

*Recommended Minimum Deliverables:*

- Administrative Draft Specific Plan
- Screencheck Draft Specific Plan
- Public Review Draft Specific Plan (six printed copies)

- Response to draft Specific Plan comments
- Final Specific Plan

### Contingency

The proposal should include a contingency for unanticipated tasks which would require City of Salinas approval in advance of undertaking. The contingency may be up to ten percent (10%) of total Specific Plan proposal cost.

### **Task 3: Coordination/Consultation with Other Agencies**

It will be the Consultant's responsibility to consult and coordinate with all appropriate federal, state, regional and local governmental agencies pertinent to the preparation of the Specific Plan. This includes, but is not limited to:

- Monterey County Airport Land Use Commission
- Transportation Agency for Monterey County (TAMC)
- Monterey County Water Resources Agency
- Monterey Bay Air Resources District (MBARD)
- California Department of Transportation, Department of Fish and Wildlife
- Other state agencies, as appropriate
- City Public Works, Recreation-Parks, Police, Fire, Airport, Library, City GIS personnel and Finance Departments
- Monterey One Water
- Monterey-Salinas Transit (MST)
- Local Agency Formation Commission (LAFCO)
- Monterey County Public Works, Planning & Building, and Environmental Resources Policy Departments
- Association of Monterey Bay Area Governments (AMBAG)
- Monterey County Agricultural Commission
- United States Army Corps of Engineers
- All applicable school districts
- All applicable water districts
- Other public agencies, as appropriate

### *Deliverables:*

- Meeting agendas and materials
- Meeting notes and list of follow up actions

### **Public Hearing Preparation**

Support City staff with packaging and processing Specific Plan, General Plan Amendment or Resolution of Consistency, and Resolution of Approval.

- a. Draft staff reports, resolutions, ordinances and presentations for the Planning Commission and City Council.

- b. Attend and participate in public presentations and hearings as appropriate. This will include, at a minimum, a presentation to the Planning Commission and the City Council.

*Deliverables:*

- Draft staff reports, findings, resolutions/ordinances, plus attachments, for Planning Commission and City Council.

## **Graphics and Final Document Packaging**

### **Task 1: Graphics, Figures, Maps**

It is anticipated that the East Area Specific Plan will need to be a highly visual document with extensive use of graphics, figures, images, charts, etc. The Consultant shall be responsible for the preparation of all graphics, figures, images, charts, etc. needed for the East Area Specific Plan.

*Recommended Minimum Deliverables:*

- All graphics, figures, images, charts, etc. needed for the East Area Specific Plan.

### **Task 2: Document Packaging**

Convert the final Specific Plan document from word/pdf into InDesign or similar layout software for final packaging and publishing to the City website. This may include graphic support and layout.

*Recommended Minimum Deliverables:*

- Final specific plan document in InDesign (or similar) software format and pdf.

### **Optional Tasks**

Please provide costs for any optional tasks and for Consultant's recommended additional optional tasks.

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## **PROPOSAL FORMAT**

In order to expedite and maintain consistency in the evaluation process, each proposal to this RFP shall be organized in accordance with this section. Proposals will be rated and ranked according to evaluation criteria provided in the next section. Proposal submissions shall contain thorough description and analysis of the following information in the order presented below:

1. Brief Cover Letter/Letter of Introduction
2. Executive Summary (maximum two pages)
3. Lead Project Contact

- Name, title and telephone number of the prospective consultant's designated lead contact person for communications pertaining to this proposal.

#### 4. Project Team

- Description of team members assigned to the project and their respective roles. It is expected that once the analysis begins, the project team will remain in place until the work is completed. Please include statements regarding the length of commitment of the proposed staff if they are not available for the duration of this project.
- Organizational chart illustrating team members assigned to the project and their respective roles.
- A brief biography or resume of each team member.
- Identification of specific sub-contractors who will be assigned to the project, and their specific roles and responsibilities.

#### 5. Firm Experience and Qualifications

- A general description of the services provided by the proposer's firm and sub-consultant; the qualifications of each team member providing the requested services and their experience working with municipal departments, commissions, elected officials, and the community.
- A list of representative projects completed by the firms and individuals proposed to work on this project that best exemplify the work requested in this RFP.
- For each project reference, include the project name, the client contact, the client's phone number and email, the dates the work was accomplished, and a brief description of the work accomplished.
- Consultant and sub-consultant document samples for similar projects.

#### 6. Scope of Work including Tasks and Deliverables

- A narrative describing the approach and work plan, including any studies for completing the scope of work. On a per task basis the narrative should identify the designated team member(s) responsible for completing the work, specific deliverables, and the number of meetings attended.
- Any additional suggestions Consultant believes would be valuable to include in this effort and any suggestions for further clarifying the scope or work and the usefulness of the product.

- A signed copy of any acknowledgement of any addendum to this RFP shall be included in the final submitted proposal.

## 7. Budget Estimate

- A detailed budget estimate in matrix form including the hourly rates and time commitments for all team members and sub-consultants by task for the project.
- Denote any proposed optional tasks.
- Include similar information for any sub-contractor.
- A sample billing invoice. Invoices shall include an update on “percent complete” of each task.

## 8. Project Schedule

- Include timeframe for completion of tasks, including milestone dates for primary deliverables.
- Include discussion of where the project timeline may slip or is susceptible to delay if assumptions are not met relative to project task completion. As it is anticipated the project will have an assertive schedule, it is important for the City to understand the proposer’s expectations for City staff document review timeframes included in this schedule.
- For project management purposes, the schedule should indicate how often there are meetings with City staff, as well as Commission and City Council meetings.

## 9. General Contract Requirements

- *Proof of Insurability.* A brief statement or certificate of insurance from an acceptable insurance company setting forth that insurance coverage as required in the attached sample contract, at a minimum, will be available at the time of commencement of the project. The City reserves the right to request additional insurance coverages and amounts through the final Agreement negotiated between the City and Consultant .
- *Concurrence with contract provisions.* A brief statement that the proposer concurs with the provisions of the City’s standard contract as attached to the RFP. Under certain circumstances, and subject to the discretion of the City, some provisions of the contract may be modified upon final contract negotiations with the Consultant.

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## EVALUATION CRITERIA

It is the City’s sole desire to contract with a qualified, professional consultant that has the proven experience, resources, and professional expertise to deliver the requested document(s). A committee comprised of City staff members will conduct evaluation of the proposals. The initial



screening will be based on an objective review of the proposal received based on the criteria set forth in this RFP.

Proposals will be evaluated according to qualifications, experience, capabilities, references, resources, scope, schedule, cost, current workload, demonstrated competence in performing the work required, and actual or perceived conflicts of interest (not necessarily in that order). The proposal needs to fully respond to items listed in this RFP; needs to propose a team that is experienced and qualified to meet the requirements of this project based on relevant experience; and needs to demonstrate the ability and capacity to identify and plan specific tasks to complete the project in a professional manner on schedule and within budget. The City will select the consultant (or consultants) that best meet(s) the requirements put forth in the RFP. The following criteria will be considered in evaluation of proposals:

<b>Evaluation Criteria</b>	<b>Points</b>
Demonstrated project understanding and scope of work and Consultant's proposed methodology and familiarity with applicable practices and methodologies for the proposed work	25
Firm qualifications and demonstrated past experience, performance, and ability of to deliver high quality work for relevant projects of similar complexity in diverse, rural/urban communities	25
Team member qualifications and experience: adequate technical, financial, and staffing resources for completion of the scope of work within the proposed time schedule; demonstrated qualification of the project leader and assurance of his or her principal involvement in the project through completion.	20
Capacity and track record of delivering projects on time and within budget. Track record for meeting scheduled milestone dates, cost control, and quality of performance in previous contracts.	15
References from previous clients	10
Completeness of response, adherence to the requested format, and quality of submittal	5

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## **PROPOSAL SUBMITTAL**

Proposal shall consist only of electronic materials; pages must be numbered. Submittals must be sent to:

Grant Leonard, Planning Manager  
[grantl@ci.salinas.ca.us](mailto:grantl@ci.salinas.ca.us)

All submittals shall be received no later than October 6, 2023, at 4:00 pm. Proposals received after 4:00 pm on the due date will not be reviewed. Upon receipt, all material submitted in response to this request become the property of the City of Salinas and may be considered public information pursuant to applicable law.

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## INQUIRIES

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There will be **no pre-submittal meeting** for this proposal. Any questions regarding this RFP may be emailed to Grant Leonard, Planning Manager at [grantl@ci.salinas.ca.us](mailto:grantl@ci.salinas.ca.us) by **4:00 pm on September 22, 2023**. All submitted questions and responses will be posted on the City website [www.cityofsalinas.org](http://www.cityofsalinas.org) within one week of the close of the question period. No questions regarding this RFP will be answered over the phone. Proposers that contact City personnel or City Council members after the City releases the RFP shall be disqualified. All addenda shall become part of this RFP. A signed copy of any addendum shall be included in the proposal.

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## CITY PROCESS

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City staff will review and evaluate the submitted proposals based on the stated evaluation criteria. Staff will contact other agencies for feedback concerning previous work. It is expected that one or more firms will be invited for an interview, however it is the quality of the proposals received that will determine who will be invited to take part in an interview process. The City reserves the right to forgo the interview process and proceed directly to selection of the preferred firm (or firms) in the event that a proposal is deemed superior in content.

The City retains the right to select the qualified finalists. The staff recommendation will be based upon the criteria set forth above. The City anticipates entering into an agreement with the selected firm(s) based on a negotiated fee and a negotiated scope of work. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter into negotiations with the next highest ranked consultant. The City Manager will consider the staff recommendation and award the contract for the negotiated final scope of work pursuant to the Municipal Code, which may also include consideration by the City Council.

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## CONDITIONS AND RESPONSIBILITIES OF REQUEST

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1. **General Conditions.** The City of Salinas reserves the right to (1) reject any or all responses, (2) postpone award of the contract for a period not to exceed sixty (60) days from the date replies are due, (3) waive informalities in the responses, and (4) take whatever action or make whatever decision it determines to be in the best interest of the City. All proposals will remain in effect and legally binding for at least sixty (60) days from the date of submission. A contract agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Consultant.

The City reserves the right to request additional information from any and all prospective firms as deemed necessary by the City in order to evaluate the proposals. This process may not be used, however, as an opportunity to submit missing documentation or to make substantive revisions to the original proposal.

Consultant may withdraw its proposal at any time prior to the date and the time which is set forth herein as the deadline for submittal of proposals.

2. **Liability of Costs and Responsibility.** Consultant agrees that the preparation of all materials and presentation for submittal to the City is at the Consultant's sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by Consultant.

Consultant is responsible for making necessary investigations and examination of records. Failure to do so will not act to relieve any condition of the proposed agreement or the requirements set out in this RFP. It is mutually understood and agreed that the submission of a proposal shall be considered conclusive evidence that the Consultant has made such examinations and investigations. No request for modification of a proposal shall be considered after its submission on the grounds that the Consultant was not fully informed as to any fact or condition.

The Consultant shall be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The Consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3. **Standard Agreement.** A sample professional services agreement is attached for the proponent's reference. It is the responsibility of the Consultant to be familiar with and accept the terms of this standard contract. In some instances, contract provisions can be modified after review and approval of the City during final contract negotiations. Overall, however, the provisions in this contract are those preferred by the City for the engagement of consulting services relating to this RFP. If any of the terms and conditions contained in the standard agreement are not agreeable, these should be identified specifically, otherwise it will be assumed that the Consultant is willing to enter into the agreement as it is written. Failure to identify contractual issues can be a basis for City to disqualify a Consultant.
4. **Insurance.** Consultant shall, throughout the duration of the project, maintain comprehensive general liability and property insurance covering all operations of Consultant, its agents and employees, performed in connection with the project in the amounts and in the types of coverages shown in the sample professional services agreement.
5. **Non-Discrimination/Non-Preferential Treatment.** Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City contracts.

6. **Rights to Submitted Materials.** All proposals and related correspondence, reports, charges, schedules, exhibits and other documentation submitted with the proposal will become the property of the City and a matter of public record. All documents submitted in response to this RFP will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to these disclosure requirements. Any information that a prospective consultant considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL; NOT PUBLIC RECORDS." During the selection process, the City will keep such information confidential and will not disclose it except as may be required under applicable law, including the California Public Records Act. This means that, depending on the nature or timing of the request, or future court decisions, that information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will make reasonable efforts to return this information to the Consultant if not selected. Budgets and cost proposals submitted by proposers shall not be considered confidential or proprietary and may be subject to disclosure.
7. **Prohibition of Gifts.** City staff and officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the Agency, or proposing to do business with the City. The offering of any illegal gift shall be grounds to disqualify a Consultant. To avoid even the appearance of impropriety, Proponents and Consultant should not offer any gifts or souvenirs, even of minimal value, to City officers or employees.

## ATTACHMENTS

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- City of Salinas Agreement for Professional Services Template
- Future Growth Plan Area
- GCSP land use figures
- WASP land use figures
- CASP land use figures
- East FGA General Plan land uses, designated through the annexation approval process
- General Plan Update Place Types

## ANTICIPATED TIMELINE

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Release of RFP: September 8, 2023  
Questions due: September 22, 2023  
Proposal Due: October 6, 2023  
Rating and Ranking of Proposals: October 13, 2023  
Interviews with Finalists: October 18, 2023  
Award of Contract: November 14, 2023  
Project Completion: June 30, 2025

# **Attachment: Agreement for Professional Services Template**

## **AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN**

### **THE CITY OF SALINAS AND \_\_\_\_\_**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter “Consultant”).

### **RECITALS**

**WHEREAS**, Consultant represents that he, she, or it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

**WHEREAS**, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

**NOW, THEREFORE**, City and Consultant agree as follows:

### **TERMS**

**1. Scope of Service.** The project contemplated and the scope of Consultant’s services are described in **Exhibit B**, attached hereto and incorporated herein by reference.

**2. Term; Completion Schedule.** This Agreement shall commence on \_\_\_\_\_, and shall terminate on \_\_\_\_\_, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.

**3. Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation of [or as set forth in **Exhibit B**]. The total amount of compensation to be paid under this Agreement shall not exceed \_\_\_\_\_.

**4. Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:

- A. A brief description of services performed;
- B. The date the services were performed;
- C. The number of hours spent and by whom;
- D. A brief description of any costs incurred; and

E. The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

**5.Meet & Confer.** Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by the City to ensure timely and adequate performance of the Agreement.

**6.Additional Copies.** If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

**7.Responsibility of Consultant.** By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

**8.Responsibility of City.** To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(C) Megan Hunter, Community Development Director, or her designee, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall

have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

**9. Acceptance of Work Not a Release.** Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

**10. Indemnification and Hold Harmless.**

Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, employees, volunteers, and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder, including the performance of work of any of Consultant's subcontractors or agents, or Consultant's failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

**11. Insurance.** Consultant shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in **Exhibit A** hereto.

**12. Access to Records.** Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

**13. Non-Assignability.** It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

**14. Changes to Scope of Work.** City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such

changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

**15. Ownership of Documents.** Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

## **16. Termination.**

A. City shall have the authority to terminate this Agreement, upon ten days written notice to Consultant, as follows:

1. If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or

2. For any reason whatsoever.

B. Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in **Exhibit B** and/or Section 3 of this Agreement, except that:

1. In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

C. In the event that this Agreement is terminated by City for any reason, Consultant shall:

1. Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

2. Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with



this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

D. In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

E. The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

**17.Compliance with Laws, Rules, and Regulations.** Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

**18.Exhibits Incorporated.** All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

**19.Independent Contractor.** It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

**20.Integration and Entire Agreement.** This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

**21.Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

**22.Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

**23.Notices.**

(A)Written notices to the City hereunder shall, until further notice by City, be addressed to:

Megan Hunter  
City of Salinas  
65 W. Alisal Street, Suite 201  
Salinas, California 93901

With a copy to:

City Attorney  
City of Salinas  
200 Lincoln Avenue  
Salinas, California 93901

**(B)**Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

[Contact Information for Consultant including Title, Address, Email, and Phone #]

**(C)**The execution of any such notices by the City Manager shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

**(D)**All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

**24. Nondiscrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

**25. Conflict of Interest.** Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

**26. Headings.** The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

**27. Attorneys' Fees.** In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

**28. Non-Exclusive Agreement.** This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

**29. Rights and Obligations Under Agreement.** By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**30. Licenses.** If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

**31. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

**32. Legal Representation.** Each party affirms that it has been represented, if it so chose, by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

**33. Joint Representation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

**34. Warranty of Authority.** Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

**35. No Waiver of Rights.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of

the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date first written above.

**CITY OF SALINAS**

\_\_\_\_\_  
Kimbley Craig  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher A. Callihan  
City Attorney

ATTEST:

\_\_\_\_\_  
Patricia Barajas  
City Clerk

**CONSULTANT**

\_\_\_\_\_  
By (Printed Name): \_\_\_\_\_  
Its (Title): \_\_\_\_\_

## **Exhibit A**

### **Insurance Requirements**

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or subcontractors. With respect to General Liability and Professional Liability, coverage should be maintained for a minimum of five (5) years after Agreement completion.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- A. **Commercial General Liability** (“CGL”): Insurance Services Office Form (“ISO”) CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- B. **Automobile Liability**: ISO Form CA 0001 covering any auto, or if Consultant has no owned autos, hired and non-owned, with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- C. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- D. **Professional Liability** (also known as Errors and Omissions) insurance appropriate to the work being performed, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate per policy period of one year.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Salinas requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### **OTHER INSURANCE PROVISIONS**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

*Additional Insured Status*

**The City of Salinas, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, CG 11 85, or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

### ***Primary Coverage***

For any claims related to this Agreement or the project described within this Agreement, the **Consultant's insurance coverage shall be primary coverage** at least as broad as ISO Form CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

### ***Waiver of Subrogation***

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Salinas for all work performed by the Consultant, its employees, agents, and subcontractors.

### ***Self-Insured Retentions***

Self-insured retentions must be declared by Consultant to and approved by the City. At the option of the City, Consultant shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the consultant shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administrations, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or 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, unless otherwise acceptable to the City.

### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of Agreement work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the Agreement of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the Agreement effective date, the Consultant must purchase “extended reporting” coverage for a minimum of ***five (5) years*** after completion of Agreement work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

### ***Verification of Coverage***

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### ***Subcontractors***

Consultant shall require and verify that all sub-consultants and/or subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from such sub-consultants and/or subcontractors.

### ***Special Risks or Circumstances***

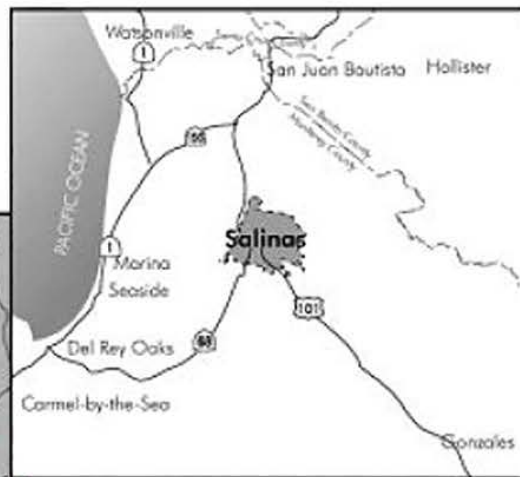
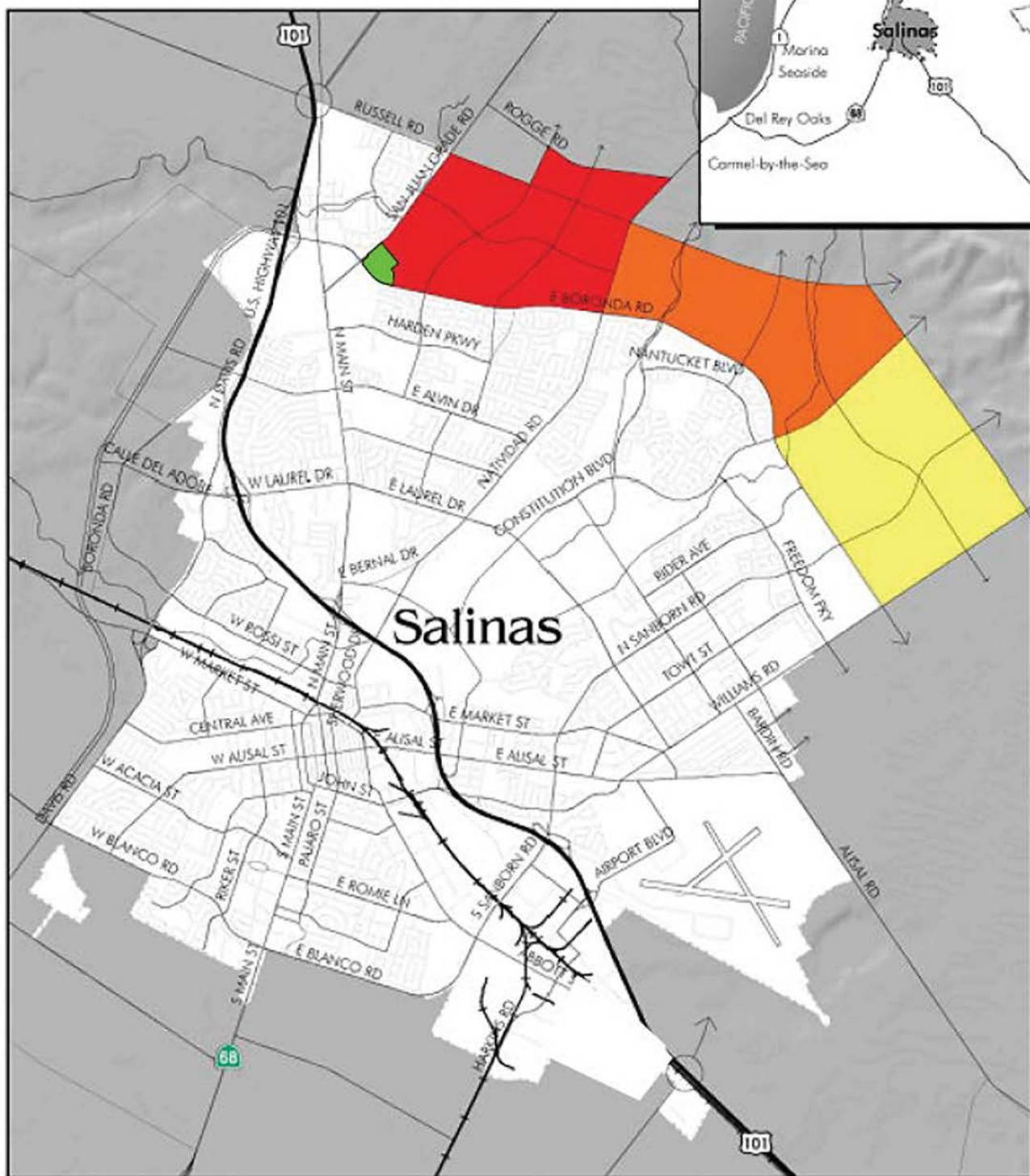
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### ***Maintenance of Insurance***

Maintenance of insurance by Consultant as specified shall in no way be interpreted as relieving Consultant of its indemnification obligations or any responsibility whatsoever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

## Attachment 1: North of Boronda FGA

-  West Area Specific Plan
-  Central Area Specific Plan
-  East Area Specific Plan
-  Gateway Center Specific Plan







Attachment 3: West FGA



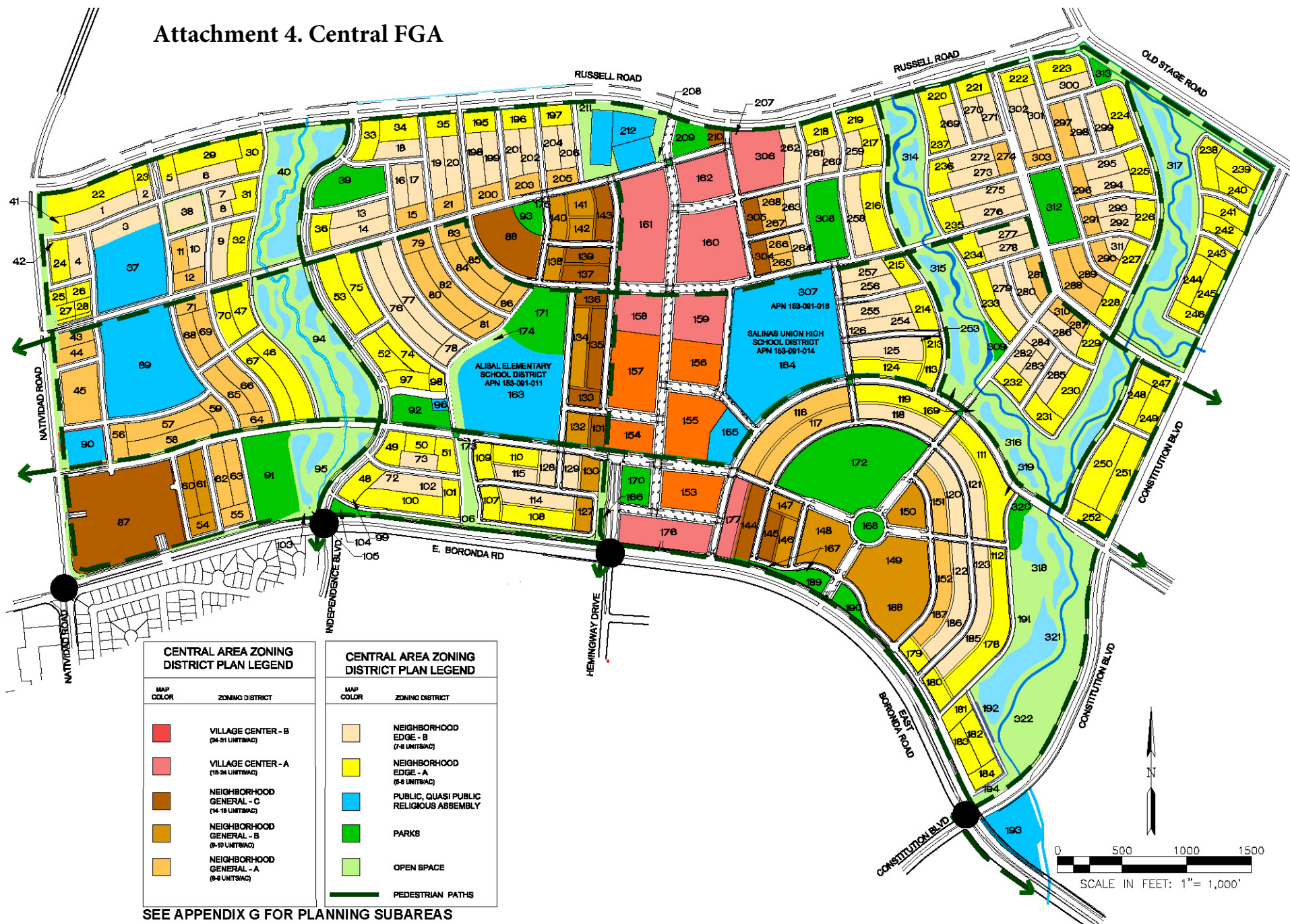
West Area Specific Plan



Note: Turn restrictions may be required to minimize traffic impacts along existing streets and driveways fronting or accessing on San Juan Grade Road.

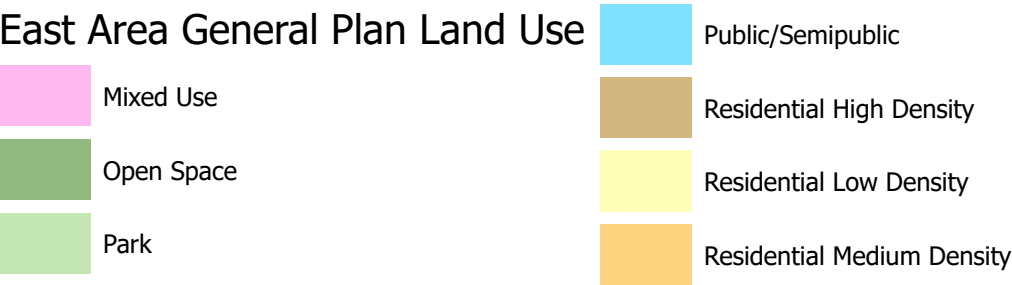
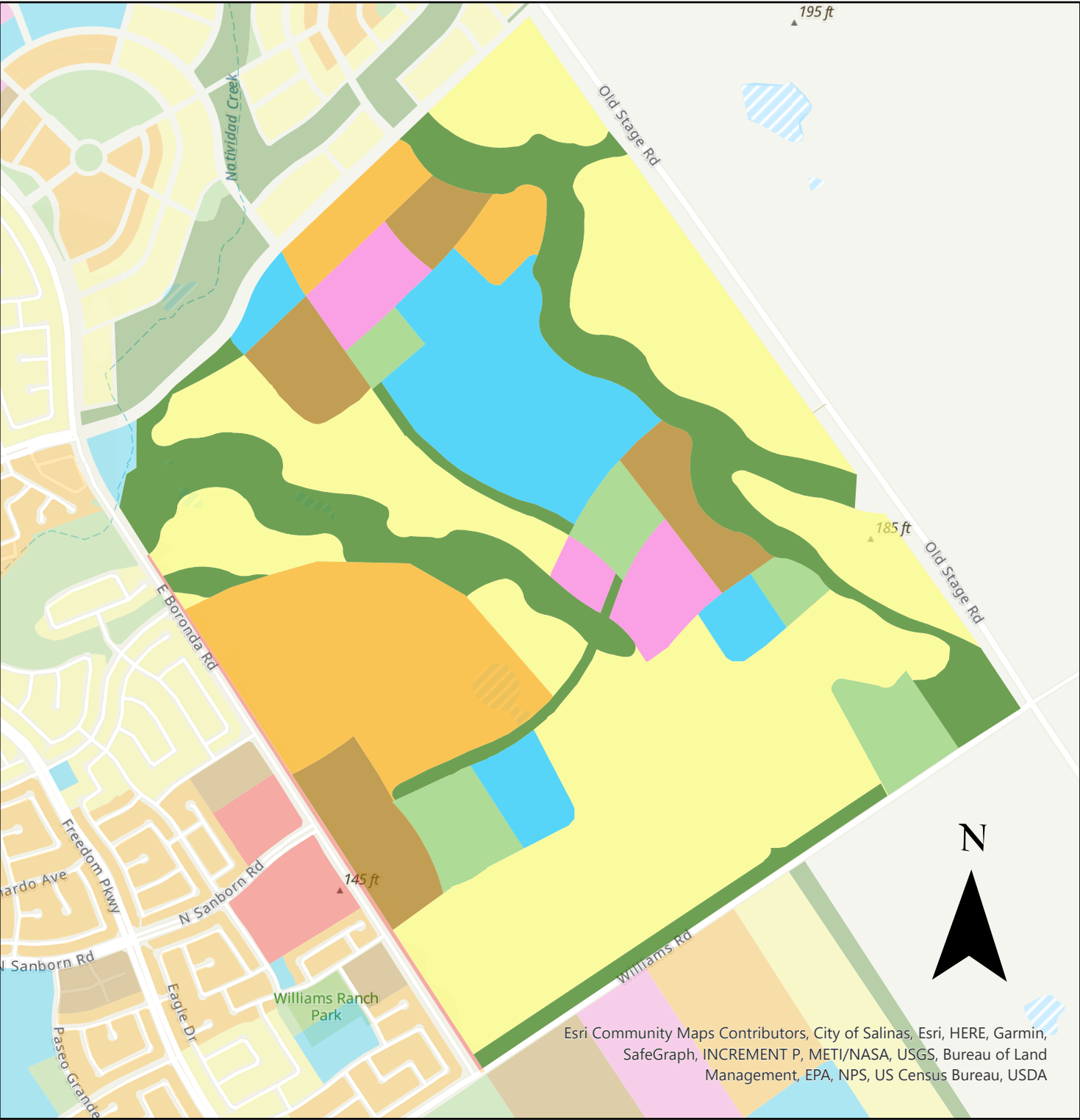


# Attachment 4. Central FGA



**FIGURE 2-1  
SPECIFIC PLAN LAND USE MAP**

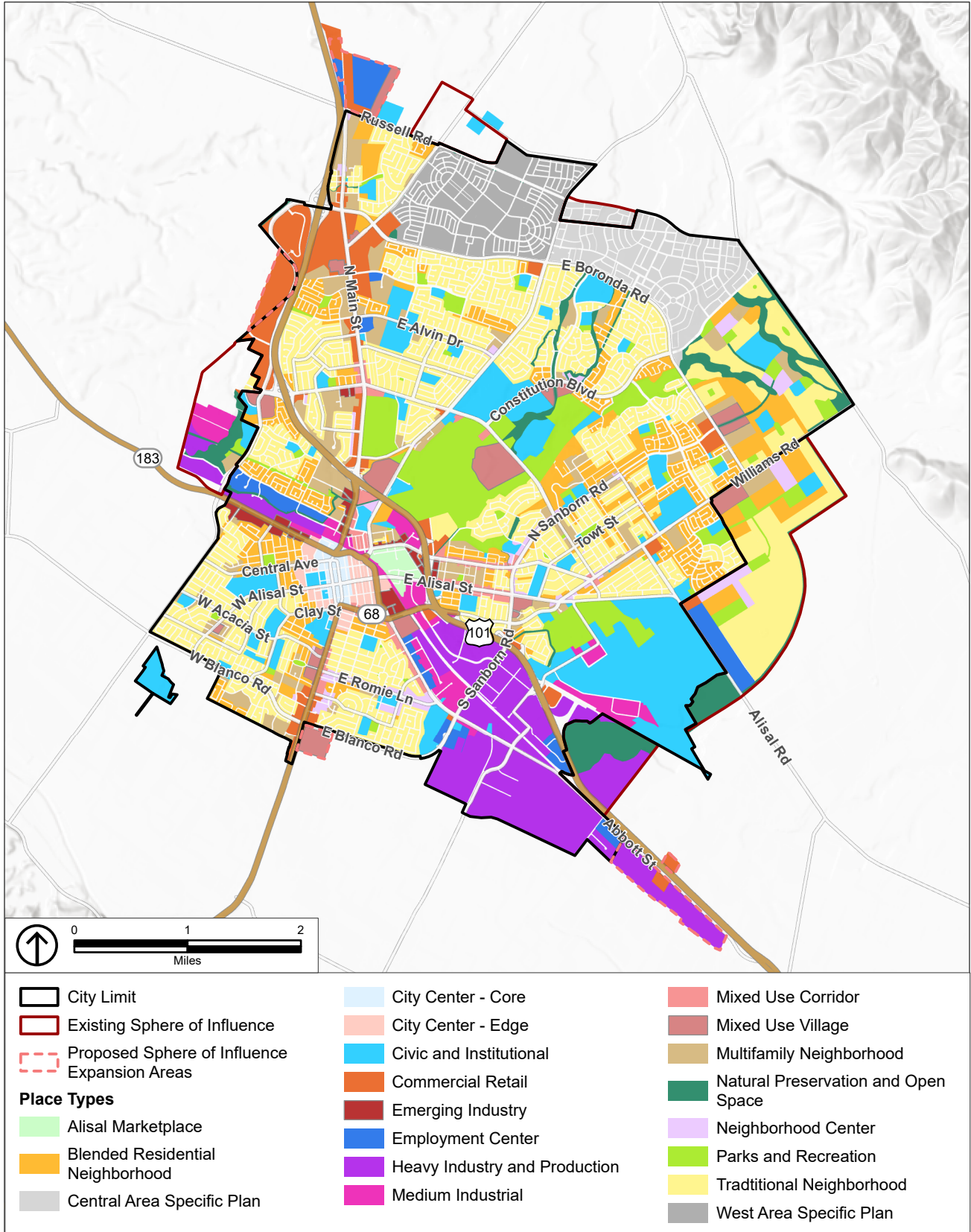
# Attachment 5: North of Boronda East Area General Plan Land Use



Esri Community Maps Contributors, City of Salinas, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA









NOTICE OF PREPARATION










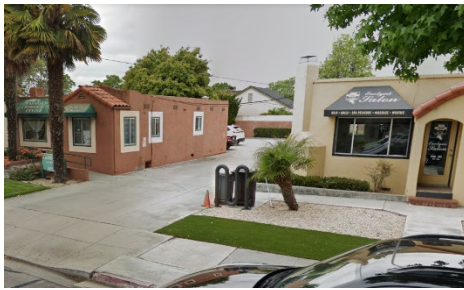
Source: City of Salinas, 2023; PlaceWorks, 2023.

**Figure 2**  
**Draft Place Types**

Attachment 2 Draft Place Types Description Table

Category	Place Type	Description	Example Images		Common Uses/Development <ul style="list-style-type: none"><li>● = number of dots represents the typical prevalence of allowed uses within the place type</li><li>●●●●● Most Common</li><li>● Least Common</li></ul>	Development Standards	Most Comparable Zoning
Open Space and Public Service	1. Natural Preservation and Open Space	This place type intends to protect natural resources in Salinas, such as creeks, floodways, habitats, and hillslope areas. May include improvements for limited recreation such as trails or benches.			Open space ●●●●● Resource preservation ●●●●● Flood management/multi-use green infrastructure ●●●● Trails ●●	Development of buildings and structures not permitted.	Open Space (OS)
	2. Parks and Recreation	This place type provides a flexible designation for existing and future publicly- and privately-owned active recreation areas. Parks can range from neighborhood tot lots to large multipurpose sports facilities, with many active recreation uses in between.			Public parks ●●●●● Playgrounds ●●●●● Sports fields and courts ●●●● Recreation centers ●●● Trails ●●● Flood management/multi-use green infrastructure ●●● Community Gardens ●	Max 0.2 FAR	Parks (P)
	3. Civic and Institutional	This place type includes schools, recreation centers, senior centers, government offices, and hospitals, as well as the Salinas Airport. Some of these institutions require differing development standards to use space efficiently, including for associated housing, such as for school teachers and staff on school sites, which can include tiny homes and other alternative housing types.			Grade schools ●●●●● Government buildings ●●●●● College/post-secondary ●● Hospitals ●● Recreation, community, or senior centers ●● Residential ● Navigation center/permanent supportive housing ● Emergency Shelters●	Typically 2-3 stories, maximum 4 stories Max 1.0 FAR 15 to 30 DU/Acre for workforce/student housing only	Public/Semi-Public (PS)






					Airport ●		
Residential	4. Traditional Neighborhood	These established neighborhoods include primarily detached single-family homes, accessory dwelling units, and small multifamily structures. Supporting uses include schools, neighborhood-serving parks, community/senior centers, and places of worship.			Single-family residential (detached homes, small lot homes) ●●●●● Small-scale multifamily units (accessory dwelling units, duplexes, bungalow courts) ●●● Education/worship/parks ●	1-2 stories. Scale and setbacks should be consistent with surrounding development. 6 to 12 DU/Acre	Residential – Low Density (R-L)
	5. Blended Residential Neighborhood	These residential areas generally have a mix of housing types, including duplexes and triplexes, small apartment buildings, courtyard bungalows, and townhomes. Supporting uses include schools, neighborhood-serving parks, community/senior centers, and places of worship. These areas are typically walkable to nearby commercial services.			Multifamily (small apartment buildings, bungalow courts, townhomes, duplexes, and triplexes) ●●●●● Single-family residential ●● Education/worship/parks ●	1-3 stories. Scale and setbacks should be consistent with surrounding residential development. 12 to 20 DU/Acre	Residential – Medium Density (R-M)
	6. Multifamily Neighborhood	These areas feature apartment buildings large enough to support on-site community spaces, such as playgrounds and gardens, with supporting uses similar to other neighborhoods and commercial districts nearby, often along major roads.			Larger apartment and condominium developments ●●●●● Rowhomes/townhomes ●●● Education/worship/parks ● Navigation center/permanent supportive housing ●	2-5 stories. Provides opportunity to build higher than most existing residential structures and include more amenities on site. 20 to 40 DU/Acre	Residential – High Density (R-H)
	7. Neighborhood Center	These key intersections include commercial uses that provide a variety of services and a social hub for nearby residents. Buildings are encouraged to provide retail, dining, and service uses on ground floors with residences above, and horizontal mixed use with offices, personal services, and small-scale retail.			Retail and dining ●●●● Medical and professional offices ●●●● Personal services and offices ●●● Multifamily residential ●●● Vertical mix of uses ●●● Public gathering spaces ●	1-4 stories. Stacking of uses is encouraged. Opportunities exist to increase sidewalk width and build to sidewalk. 15 to 30 DU/Acre Max 1.0 FAR	Commercial Office/Residential (CO/R) Mixed Use – (MX)






Mixed Use	8. Mixed Use Corridor	These major thoroughfares feature a vertical mix of commercial activity, such as retail shopping centers, offices, and professional services with residential uses above.			Vertical mix of uses ●●●●● Retail and dining ●●●●● Offices and services ●●●●● Multifamily residential ●●●●● Entertainment ●●● Hotels/lodging ●● Public gathering/open space ●	2-6 stories. New development should be oriented to the street, be accessible to pedestrians and transit riders, and include a mix uses to create a walkable and transit-friendly environment.  30 to 40 DU/Acre  Max 3.0 FAR (non-residential only)	Mixed Use (MX)  Mixed Arterial Frontage (MAF)
	9. Mixed Use Village	This place type is designed to accommodate both a vertical and horizontal mix of uses, often in clusters of multiple buildings in a planned development, or via redevelopment of big box retail centers. Mixed use villages should be well-integrated with surrounding development, including residential and commercial uses.			Mix of uses ●●●●● Retail and dining ●●●●● Offices and services ●●●●● Multifamily residential ●●●●● Entertainment ●●● Hotels/lodging ●● Public gathering/open space ●	1-6 stories. New development should be oriented to the street, be accessible to pedestrians, and include a mix uses to create a walkable environment.  30 to 50 DU/Acre  Max 1.0 FAR (non-residential only)	Mixed Use (MX)
	10. Commercial Retail	The Commercial Retail place type primarily provides for larger-scale stores, as well as restaurants and personal and business services. These uses are commonly located in local- and regional-serving shopping centers on major roads. This place type also allows for hotels and some multifamily housing.			Regional shopping centers and malls ●●●●● Retail and dining ●●●●● Offices and services ●●●●● Entertainment ●●●●● Multifamily residential ●●● Hotels/lodging ●●● Auto sales/service ●●●	1-4 stories. 15 to 30 DU/Acre  Max 0.5 FAR	Commercial Retail (CR)
	11. Employment Center	These areas with business parks, research and development laboratories, office clusters, and limited manufacturing include landscaping and design standards intended to buffer noise, traffic, and other impacts to be compatible with apartments and workforce housing.			Office/business parks ●●●●● Research facilities ●●●●● Medical offices/labs ●●● Multifamily residential/workforce housing ●● Light industrial ●●	1-4 stories Max 2.0 FAR  15 to 30 DU/Acre  Includes form and screening/landscaping requirements to make compatible with adjacent residential development. Development often planned	Industrial - Business Park (IBP)  Industrial – General Commercial (IGC)  Commercial Office (CO)



Commercial/ Employment						as a cohesive “campus” or business park.	
	12. Emerging Industry	These areas support a variety of light manufacturing, workshops, arts and crafts production, commercial kitchens, and other small-scale, lower-impact uses. This place type also accommodates live/work and supporting retail.	–  Office building – Santa Monica	 Industrial/business incubator/office building – Richmond	Light industrial ●●●● Workshops ●●●● Maker space ●●●● Business incubators ●●● Auto-repair ●●● Live/work ●● Retail ● Multifamily residential/workforce Housing●	1-4 stories Max 2.0 FAR 12 to 24 DU/Acre Includes form and screening/landscaping requirements to make compatible with residential.	Mixed Arterial Frontage (MAF)  Industrial – General Commercial (IGC)  <i>Light intensity</i>
Industrial	13. Medium Industrial	The Medium Industrial place type provides for manufacturing, distribution and warehousing/wholesaling, automobile sales and repairs, and building materials sales that would generally not be appropriate in place types with residential uses because of potential impacts. In areas where this place type is adjacent to residential uses, there should be screening or a landscaped buffer between the uses.	 West Market Street	 Industrial building – San Luis Obispo	Light manufacturing ●●●● Warehousing and distribution ●●●● Vehicle sales and repair ●●●● Wholesaling ●●●● Business parks ● Energy production ●	1-2 stories Max 0.4 FAR	Industrial – General (IG)  <i>Medium intensity</i>
	14. Heavy Industry and Production	These areas dedicated to intense manufacturing, distribution, freight, and other heavy industry and infrastructure are located near rail and highways for efficient movement of goods. They provide significant space for large-scale operations and other uses that may generate significant noise, odors, or other potential effects that require buffering from surrounding areas.	 Harkins Road	 Hansen Street	Packing and shipping centers ●●●●● Plants and factories ●●●●● Warehousing and distribution ●●●●● Waste management/processing ●●● Auto salvage ● Energy production ●	1-3 stories depending on internal production activities required for facility  Max 0.5 FAR  Includes buffering, landscaping, and green infrastructure to limit nuisances and environmental harm.	Industrial – General (IG)  <i>Heavy Intensity</i>

Unique	<div>15. City Center</div> <div>a. Core</div> <div>b. Edge</div>	<p>The City Center place type is centered along the vibrant heart of Main Street in Salinas. This place type builds off the area’s strong historic character, while encouraging innovation, adaptive reuse, multi-story mixed use, and transit-oriented development, especially near the Intermodal Transit Center. The City Center Core area should feature the tallest buildings in Salinas, with development intensity tapering off in City Center Edge areas.</p>	 <div>South Main Street – Downtown Core</div>  <div>Transit Oriented Development – Pleasant Hill BART Station Area</div>	 <div>East Alisal Street – Downtown Edge</div>	<div>Retail and dining ●●●●●</div> <div>Entertainment ●●●●</div> <div>Multifamily residential ●●●●●</div> <div>Office ●●●●</div> <div>Government ●●●●</div> <div>Hotels ●●</div> <div>Public gathering/open space ●</div>	<div>Core:</div> <div>1-8 stories</div> <div>Max 6.0 FAR</div> <div>30 to 80 DU/Acre</div> <div>Edge:</div> <div>1-5 stories</div> <div>Max 3.0 FAR</div> <div>20 to 40 DU/Acre</div>	<div>Mixed Use (MX) + Central City Overlay</div> <div>Downtown Core Area and Downtown Neighborhood Area</div>
	<div>16. Alisal Marketplace</div>	<p>This place type offers a major redevelopment opportunity to connect the City Center to the Alisal through a new walkable neighborhood that includes larger-scale residential, mixed use, civic, commercial, and even flexible light industrial development.</p>	 <div>Mixed use building – Berkeley</div>	 <div>Tannery Arts Center – Santa Cruz</div> <div>Source: Jscotannery.com</div>	<div>Large apartments/multifamily residential ●●●●</div> <div>Retail and dining ●●●●</div> <div>Office ●●●●</div> <div>Live/work ●●●</div> <div>Light industrial/maker space ●●●</div> <div>Hotel/lodging ●●</div> <div>Civic (government/education) ●</div> <div>Public gathering/open space ●</div>	<div>1-6 stories</div> <div>Max 4.0 FAR</div> <div>30 to 60 DU/Acre</div>	<div>Mixed Use (MX)</div> <div>Mixed Arterial Frontage (MAF)</div> <div>Industrial – Business Park (IBP)</div>



Specific Plan Areas	17. West Area Specific Plan (WASP)	Approved in 2019, the WASP is located on 797 acres north of Boronda Road between San Juan Grade and Natividad Road. It plans for more than 4,300 housing units at a variety of densities, mixed use commercial areas, and community uses such as parks and schools.	 <p>WASP Land Use Map</p>	Low – medium density residential ●●●●● High density residential ●● Schools ●● Parks and open space ●● Mixed use and commercial space ●●	Set by specific plan adopted in 2019.	The WASP and CASP each have their own land use/zoning
	18. Central Area Specific Plan (CASP)	Approved in 2020, the CASP is located on 760 acres north of Boronda Road between Natividad Road and Constitution Boulevard. Designed according to New Urbanism principles, it plans for about 3,900 housing units, a mixed-use village center, and community uses such as parks and schools.	 <p>CASP Land Use Map</p>	Low – medium density residential ●●●●● High density residential ●● Schools ●● Parks and open space ●●● Mixed use and commercial space ●● Library/fire station ●	Set by specific plan adopted in 2020.	The WASP and CASP each have their own land use/zoning
	19. East Area Specific Plan (multiple place types)	The Place Type Map shows this area as a complete neighborhood with mixed use nodes at key intersections, open space and recreation, and new education sites. Residential neighborhoods are made up of a mix of housing types with higher densities concentrated more along major roadways and intersections. The Natividad Creek corridor will also be preserved as a natural feature. A specific plan will refine the locations and types of planned land uses for the East Area.	 <p>General Plan Land Use and Circulation Policy Map of the East Area</p>	Low – medium density residential ●●●●● Parks and open space ●●●● Schools ●●● High density residential ●● Mixed use and commercial space ●● Civic and institutional ●	Set by future specific plan	

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## ADDENDUM NO. 1 TO RFP

DATE: September 14, 2023  
TO: Potential Responders to Request for Proposal  
FROM: Grant Leonard, Planning Manager  
RE: City of Salinas Request for Proposals for the East Area Specific Plan

**NOTICE TO ALL POTENTIAL RESPONDENTS**, The Request for Proposals (“RFP”) is modified as set forth in this Addendum. The original RFP documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby incorporated and made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting Respondent’s Proposal.

### Submittal Deadline and Schedule

This Addendum changes the Proposal submission deadline from October 6, 2023 to October 20, 2023 at 4:00 p.m. Pacific Standard Time (“PST”).

### Anticipated Timeline:

- Questions due: September 22, 2023
- Proposal Due: October 20, 2023
- Rating and Ranking of Proposals: November 1, 2023
- Interviews with Finalists: November 9, 2023
- Award of Contract: December 5, 2023
- Project Completion: June 30, 2025

**END OF ADDENDUM**