

**CITY OF LA MIRADA**

**REQUEST FOR PROPOSALS**

**2014-2021 GENERAL PLAN  
HOUSING ELEMENT UPDATE**



**Deadline for Submission: March 21, 2012**

**Issued by:**  
City of La Mirada  
Planning Division  
13700 La Mirada Boulevard  
La Mirada, CA 90638

**Date: February 15, 2012**

## **INTRODUCTION**

The City of La Mirada is preparing to update its current Housing Element for the 2014-2021 period, as mandated by State Law and in accordance with AB 1233. Emphasis will be placed on developing a clear, concise and legally defensible Housing Element that meets the varied housing needs of the Community.

The most recent Housing Element was adopted in 2011 and the City's General Plan Land Use and Zoning Maps will be amended to reflect the RHNA requirements adopted for the previous 2006-2013 cycle. The selected consultant will incorporate the 2014-2021 RHNA requirements within rezoned sites to meet its future regional housing needs allocation sites when implementing the updated Housing Element (2014-2021).

## **INFORMATION ABOUT THE CITY OF LA MIRADA**

The City of La Mirada is located thirty miles from Los Angeles and on the border of Los Angeles County and Orange County. Surrounding cities include Santa Fe Springs to the west, La Habra and Buena Park to the east and southeast, Whittier to the north, and Cerritos to the south. The City encompasses approximately 7.78 square miles and is predominately a built-out community.

La Mirada currently has approximately 15,852 housing units. Approximately sixty percent (60%) of the City's housing stock was constructed between 1960 and 1970, and the remaining 40% was constructed after 1980. The types of dwellings include single family residences (84%), multifamily (15%), and mobile homes (1%). The City's housing stock is predominately located north of Stage Road between Valley View Avenue to the west, and Beach Boulevard to the east. The average household size is 3.14 with an estimated median income of \$75,716.

The 2010 Census demographic profile ([www.2010.census.gov](http://www.2010.census.gov)) indicates that the community's total population is 48,527, of which 19,272 are of Hispanic or Latino ethnicity. The resident population is comprised of White (60.2%), African American (2.2%), Asian (17.8%), American Indian and Alaskan Native (.8%), Native Hawaiian and Pacific Islander (.3%), other (13.8%), and residents identified by two or more races (4.4%).

## **HOUSING ELEMENT UPDATE SCOPE OF WORK**

The consultant shall assist staff with the Housing Element update, pursuant to the State of California Government Code Sections 65580-65589.8, and shall accomplish the following tasks:

1. Develop a timeline schedule with milestones for certification of the Housing Element by the State Department of Housing and Community Development (HCD) by June 30, 2013. The proposal shall include provisions for monthly written and verbal progress reports to the City.
2. Develop a Housing Element (2014-2021) implementation program.
3. Update housing, population, and employment projections to coincide with recent Los Angeles County projections and federal Census (2010) information.
4. Incorporate the Regional Housing Needs Assessment (RHNA) figures as provided by the Southern California Association of Governments (SCAG.) La Mirada is required to meet the RHNA allocation requirement of 235 units for the planning period beginning in January 1, 2014, through September 30, 2021. Staff is currently undertaking rezoning that will allow the selected consultant to utilize rezoned housing sites when identifying new RHNA growth totals. The selected consultant will utilize the recently rezoned areas to accommodate the new RHNA requirements when implementing the Housing Element Update and will not need to identify or rezone areas within the City.
5. Set quantifiable objectives and programs to address housing needs for all income levels;
6. Evaluate results from previous housing programs and policies implemented and their effectiveness;
7. Assess housing conditions and immediate needs within the City, including special housing needs.
8. Analyze housing opportunities, along with an inventory of suitable sites and the City's capacity to meet regional housing goals.
9. Identify actual and potential constraints on the maintenance, improvement, and development of housing for all income levels.
10. Assess all City housing programs for the elderly, disabled, female head-of-households, homeless, and low and moderate income groups to determine success and future recommendations.
11. Conduct a minimum of one workshop each with the Community, Planning Commission, and City Council to receive input.

12. Respond to all comments from HCD, in collaboration with staff, as needed. Prepare a report and presentation for the Planning Commission and City Council with this information.
13. Maintain on-going communication with HCD until the Housing Element is certified.
14. Provide HCD any requested supplemental data or information regarding proposed programs and/or policies.
15. Obtain HCD certification of the Housing Element by June 30, 2013.

### **HOUSING ELEMENT WORK PRODUCTS**

A complete set of all documents shall be submitted in a digitized format, on a universally accessible storage medium (CD or USB flash drive) and shall be compatible with the City's computer hardware and software.

Original, reproducible copies of all final documents shall be supplied to the City of La Mirada upon completion of the project. This will include, but not be limited to, the final Housing Element, supporting documents, studies, surveys, and maps. All data, documents, and other products used or developed during this project shall become the property of the City of La Mirada. In addition to the original copies of all final documents, the selected consultant will provide:

1. Project Schedule – 10 copies.
2. Draft Housing Element – 25 copies, one reproducible original, and one digital file.
3. Full-color, Final Housing Element – 25 copies, one reproducible original, and one digital file.

### **MEETINGS AND WORKSHOPS**

The consultant shall work as an extension of City staff and shall be prepared to attend a minimum of six (6) meetings with City staff. In addition, the consultant shall also conduct: one (1) community workshop; one (1) Planning Commission study session; one (1) Planning Commission public hearing and one City Council public hearing. Additional Planning Commission and/or City Council meetings may be necessary following submittal of the draft Housing Element to HCD.

## **REQUEST FOR QUALIFICATIONS**

In order to meet the criteria for consideration, the following information, organized and identified with headers as listed below, shall be included in the proposal.

### **1. Introduction**

A letter of introduction briefly describing the firm (maximum of 5 pages) and identifying the name, address, and phone number of the contact person. The letter shall be signed by an officer of the firm authorized to bind the firm to all commitments made in the proposal.

### **2. Subcontractors List**

The proposal shall include a list of subcontractors who will be hired by the consultant, if any. A copy of the subcontractor's experience and qualifications shall be included.

### **3. Outline**

The proposal shall outline an approach to preparing and implementing the Housing Element Update.

### **4. Timeline and Task List**

The proposal shall include a schedule timeline and task list, identifying milestones and the time frame in which to complete each phase of the project. Include a provision for monthly written reports to the City.

### **5. Organization Chart**

Include an organization chart identifying the project manager and personnel for all key tasks assigned to the project. Include a description of their experience and resumes with the chart.

### **6. References**

A summary of firm experience and references, with contact information, for similar projects shall be included.

### **7. Samples Housing Element**

Include a sample copy of a recently completed Housing Elements completed by the firm.

### **8. Cost Estimate**

Proposal shall include a cost estimate with a "Total, not to exceed" cost.

### **9. Insurance**

The proposal shall include a letter from an authorized officer of the firm agreeing to comply with the insurance requirement set forth in Attachment A if selected. Proof of compliance with the insurance requirements, as stated in the attachment, shall be delivered to the City prior to the execution of any agreement.

The sole source of contact regarding this RFP is Reuben Arceo, Community Development Director, at (562) 902-2958. Inquiries and request for additional information shall be submitted via U.S. Mail to Mr. Arceo at the following address:

**Reuben Arceo, Community Development Director**  
Community Development Department  
City of La Mirada  
13700 La Mirada Boulevard  
La Mirada, California 90638  
RE: Housing Element Update

### **SUBMITTALS AND DEADLINE**

The City must receive three (3) bound copies and one (1) loose, reproducible copy of the proposal (a total of 4 proposals), along with one digitized copy on a universally accessible media format (CD, DVD, or USB flash drive) and must be received by the City Clerk at La Mirada City Hall no later than **5:00 p.m. on Wednesday, March 21, 2012**. The City reserves the right to issue written notice to all participating firms with any changes in the submission schedule, scope of work, or work related products, should it be determined that such changes are necessary. All proposals must be delivered by the deadline date to:

**City of La Mirada**  
**Attention: City Clerk**  
**13700 La Mirada Boulevard**  
**La Mirada, California 90638**  
**RE: Housing Element Update (2014-2021)**

All submitted documents will become part of the official files of the City of La Mirada and will not be returned.

### **SELECTION PROCESS**

The Community Development Director and other City staff will review the proposals. Staff may request additional or supplemental information as necessary. After reviewing the proposals, the City will conduct interviews with the top two or three candidates. Staff will forward a recommendation to the City Council for final selection. It is anticipated that the selected Consultant will be identified during a City Council meeting on April 24, 2012.

If negotiations fail with the selected consultant, the City will have the option to commence negotiations with the next qualified candidate. Once a consultant is selected and agreement is executed, the consultant will be obligated to provide the necessary contractual requirements as identified in the City's professional services agreement, with services to begin after City Council approval of said contract. The City reserves the right not to proceed with the study for any reason, as determined by the City Council.

ATTACHMENT A  
CITY OF LA MIRADA INSURANCE REQUIREMENTS  
FOR CONSULTANTS WITH PROFESSIONAL LIABILITY

*Prior to the beginning of, and throughout the duration of, the Work, **[Insert Company/Organization Name]** (hereinafter "CONSULTANT"), will maintain insurance in conformance with the requirements set forth below. CONSULTANT will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, CONSULTANT agrees to amend, supplement or endorse the existing coverage to do so. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City of La Mirada (hereinafter "CITY") in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to CITY. **The CITY reserves the right to amend or add to the insurance required insurance when it deems necessary prior to the award of a contract.***

CONSULTANT shall provide the following types and amounts of insurance:

**COMMERCIAL GENERAL LIABILITY INSURANCE** using **Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01** or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in **no event less than \$1,000,000 per occurrence.**

**BUSINESS AUTO COVERAGE** on **ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent.** Limits are subject to review, but in **no event to be less that \$1,000,000 per accident.** If CONSULTANT owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT's employees will use personal autos in any way on this project, CONSULTANT shall provide evidence of personal auto liability coverage for each such person.

*[Workers' compensation and employer's liability insurance requirements may not apply for certain sole proprietorships, partnerships, or corporations without employees. In this case a workers' compensation waiver must be signed to certify that the contractor is exempt. Contact Risk Manager for details and approval on workers' compensation waivers.]*

**WORKERS' COMPENSATION** shall be provided on a state-approved policy form providing statutory benefits as required by law with **employer's liability (E.L.) limits no less than \$1,000,000 per accident or disease.**

*[Excess or umbrella liability is only required if the contractor's policy does not meet the limits required by the City.]*

**EXCESS OR UMBRELLA LIABILITY INSURANCE (OVER PRIMARY)** if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above **a maximum**

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**\$25,000 self-insured retention for liability not covered by primary but covered by the umbrella.** Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to CITY for injury to employees of CONSULTANT, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of CITY following receipt of proof of insurance as required herein. Limits are subject to review but in **no event less than \$1,000,000 per occurrence.**

**Professional Liability or Errors and Omissions Insurance**

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an **A.M. Best's rating of A- or better and a minimum financial size VII.** Insurer(s) ratings can be found at <http://www3.ambest.com/ratings/RatingsSearch.asp?AltSrc=9>

General conditions pertaining to provision of insurance coverage by CONSULTANT. CONSULTANT and CITY agree to the following with respect to insurance provided by CONSULTANT:

1. CONSULTANT agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds CITY, including but not limited to its elected officials, employees, volunteers and agents, using standard **ISO endorsement No. CG 20 10 11 85, both CG 20 37 10 01 and CG 20 10 10 93 or the exact equivalent form subject to approval by CITY.** CONSULTANT also agrees to require all consultants, and subcontractors to do likewise. The City has the right but not the duty to verify insurance compliance of subcontractors.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of subrogation prior to a loss. CONSULTANT agrees to waive subrogation rights against CITY regardless of the applicability of any insurance proceeds, and to require all consultants and subcontractors to do likewise.
3. All insurance coverage and limits provided by CONSULTANT and available or applicable to this agreement are intended to apply to the full extent of the

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- policies. Nothing contained in this Agreement or any other agreement relating to the CITY or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
  5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or- of any consultants or subcontractor.
  6. All coverage types and limits required are subject to approval, modification and additional requirements by the CITY, as the need arises. CONSULTANT shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.
  7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to CONSULTANT's general liability policy, shall be delivered to CITY at or prior to the execution of this Agreement. **In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, CITY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by CITY shall be charged to and promptly paid by CONSULTANT or deducted from sums due CONSULTANT, at CITY option.**
  8. CONSULTANT agrees to provide 30 days notice to the CITY of any cancellation of coverage by its insurer.
  9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by CONSULTANT or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to CITY.
  10. CONSULTANT agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that - upon request, all agreements with subcontractors and others engaged in the - and project will be submitted to CITY for review.
  11. CONSULTANT agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to CITY. If CONSULTANT's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the CITY.

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At that time the CITY shall review options with the CONSULTANT, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY will negotiate additional compensation proportional to the increased benefit to CITY.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.
15. CONSULTANT will renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until CITY executes a written statement to that effect.
16. CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from CONSULTANT's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage **must be provided to CITY within 30 days of the expiration of the coverages**. An approved **ACORD Form 25** is required or an exact equivalent subject to CITY approval.
17. The provisions of any workers' compensation or similar act will not limit the obligations of CONSULTANT under this agreement. CONSULTANT expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

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20. The requirements in this Attachment A supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. CONSULTANT agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge CITY or CONSULTANT for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to CITY. It is not the intent of CITY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.

CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.