

REQUEST FOR PROPOSALS

**Initial Study & Mitigated Negative Declaration
Environmental Assessment Document**

**28-UNIT APARTMENT BUILDING
LA MIRADA BOULEVARD
(ASSESSOR'S PARCEL NO. 8040-006-046)
LA MIRADA, CALIFORNIA 90638**

March 14, 2016



City of La Mirada
13700 La Mirada Boulevard
La Mirada, CA 90638
(562) 943-0131

CITY OF LA MIRADA

The City of La Mirada was incorporated in 1960. The City is located in the easternmost portion of Los Angeles County, approximately 16 miles southeast of downtown Los Angeles and 12 miles northwest of Santa Ana. The City is completely surrounded by urban development and is bounded by unincorporated Los Angeles County on the north, La Habra and Fullerton on the east, Buena Park and Cerritos on the south, and Santa Fe Springs on the west.

The City of La Mirada encompasses 7.78 square miles and is nearly fully developed with very few remaining vacant and underutilized properties. The City is suburban in character with 48,527 residents.

The City's land use and development patterns largely reflect its suburban character. While, residential neighborhoods make up the majority of the City's land area, commercial uses are concentrated at nodes located at key intersections. Industrial uses are primarily located in the southern portion of the City south of Stage Road and east of Valley View Avenue. Schools, parks, and other public facilities are centrally located in the residential neighborhoods to better serve the community's residents. The City's development patterns promote land use compatibility and there are few areas where land use incompatibilities are present.

PROJECT

The City of La Mirada has received a proposal to construct a three story, twenty-eight (28) unit apartment building on a parcel located on the east side of La Mirada Boulevard south of Leffingwell Road within the Neighborhood Commercial (C-1) and Special Housing Overlay (SHO) Zoning Districts (Zoning Map Attached as Exhibit "A"). The parcel is identified as Assessor's Parcel Number 8040-006-046. The subject site is an irregularly shaped parcel that encompasses 37,250 square feet (.85 acres). The site is currently developed as a parking lot which served as the over-flow parking area for the Granada Heights Friends Church located south of the subject site at 11818 La Mirada Boulevard.

The proposed apartment building will be a podium style development with parking on the ground level and two floors of living space above. The proposed 28 units consist of 22 – one bedroom units and six – two bedroom units. The interior floor area of the units will range from 655 to 1,019 square feet. Development of the site will include site improvements, outdoor amenities for the occupants and landscaping throughout the site. Vehicular ingress/egress to the site will be provided from La Mirada Boulevard via a two-way driveway located at the southwest corner of the site.

The subject site is located within the Neighborhood Commercial (C-1) and Special Housing Overlay (SHO) Zoning Districts. The C-1 Zoning District is intended to provide areas suitable for low-intensity retail and service commercial activities that

serve nearby residential areas while the SHO District is intended to provide additional opportunities for new housing in specific areas of the city where such development may be accommodated.

A total of six “Infill Areas” are designated SHO Zoning District to accommodate new residential development. The subject site is located within “Infill Area 3” of the SHO Zoning District which permits a development density of 40 dwelling units per acre.

The following table shows the development standards established within the Zoning Code and the standards being proposed by the applicant:

Zoning Code / Housing Element		
Development Standard	Infill Area 3	Proposed Project
Front Yard Setback	10 feet	10 feet
Street Side Setback	10 feet	20 feet
Side Yard Setback	5 feet	10 feet
Rear Yard Setback	10 feet	26 feet
Height	45 feet	36 feet 6 inches
Coverage	50%	50%
Maximum FAR	1.0	0.81
Min. Floor Step-Back	5 feet	-
Landscaping	20%	20%
Residential Use	Mixed Use or High Density	High Density
Max. Density (du per acre)	40 du/acre (34 Units Max.)	33 du/acre (28 Units)
Parking	51 Spaces as follows: • 1.5 spaces / 1 bedroom Unit = 33 • 2 spaces / 2 or more bedroom Unit = 12 • Guest parking: 1 space / 5 dwelling units = 6	51 Spaces Total (Resident: 45 Guest Standard: 6)

Detailed project plans are attached to this Request for Proposals (RFP) as Exhibit “B.”

PROJECT SITE



PROJECT REVIEW PROCESS

The proposed project will require the review and approval of a General Plan Amendment, a Zone Change, and a Certificate of Compatibility (COC) by the La Mirada Planning Commission and City Council. In order to process the entitlements in a timely manner, the City of La Mirada seeks to outsource the preparation of a complete and comprehensive Initial Study and Mitigated Negative Declaration Environmental Assessment (MNDEA). The consultant selected by the City under this RFP should successfully demonstrate and describe in their proposal a capability and willingness to work with City staff, the applicant and other consultants in a collaborative and team-oriented manner while maintaining primary responsibility for the requested work. Consultants should cite examples of recent prior work performed in a similar manner. Notwithstanding the foregoing, the consultant selected under this RFP will prepare all Initial Study and MNDEA documents and mailings pursuant to the

requirements of the California Environmental Quality Act (CEQA) and as stipulated by the City. The selected consultant will not delegate its primary responsibility.

DELIVERABLES

The completed work product shall include but not be limited to the following:

- Development of a schedule for completion of the MNDEA, Initial Study through Final Approval.
- Completion of Initial Study document as required under CEQA. The initial study shall include comprehensive analysis and responses to all items listed in the Environmental Checklist Form (Appendix G of the CEQA Guidelines).
- Preparation of a complete MNDEA document.
- Identification of mitigation measures and recommendations for identified areas of potential impact.
- Development of a Mitigation Measure Monitoring and Reporting Program.
- Preparation of necessary technical studies and reports to support the MNDEA findings and mitigation measures.
- Preparation of responses to any comments received on the MNDEA.
- Preparation and filing of all required notices (e.g.: Notice of Intent, Notice of Determination, Agency Notices, County Clerk Notice/Posting, Public Hearing Notices (1 Original)...) in compliance with the procedures outlined in CEQA.
- Preparation of notice for consultation with Native American Tribes as prescribed by Assembly Bill 52 (AB52).
- Presentation of final environmental analysis, findings, and recommendations to the Planning Commission and City Council.
- Preparation and submittal of all necessary documentation to the Department of Fish and Game for issuance of a “No Effect Determination.”

Optional Deliverable:

- Preparation of a Traffic Impact Analysis in compliance with County of Los Angeles, Department of Public Works, Traffic and Lighting Division submittal and review requirements. The fee for this optional deliverable shall be provided as a separate line item.

FINAL MND DOCUMENT

In addition to the copies needed for noticing and mailings, the Consultant shall provide to the City the following copies of the final environmental document including all attachments, exhibits, and technical reports:

- Fifteen (15) bound copies,
- One (1) unbound reproducible copy,
- One (1) electronic copy in PDF format, and
- One (1) electronic copy in MS Word format.

INSURANCE AND LIABILITY

Prior to the beginning of, and throughout the duration of any work associated with this RFP, the selected consultant agrees to provide and maintain insurance in conformance with the requirements set forth in Exhibit "C."

BUSINESS LICENSE

Consultant shall obtain, at their own expense, a City Business License prior to performing any work associated with an awarded contract.

PROPOSAL REQUIREMENTS

Proposals to complete the MNDEA shall include, at a minimum, the following information:

- 1. Project Experience & Qualifications** - This section should serve to describe your firm's experience in developing Environmental Documents in accordance with CEQA. Experience working with City Councils, Planning Commissions, other consultants, and communities with similar characteristics, as well as a familiarity with local conditions and issues is desirable. The background, experience and qualifications of individual team members and any sub-consultants are a key element for consideration.
- 2. References** - Please provide a list of at least three (3) similar environmental documents that were successfully completed by your firm and adopted by a municipality. The list shall include but not be limited to a description of the work, process/procedures, time taken to complete, public involvement, City staff involvement, fees charged, and a contact person's name and current telephone number for the City that the work was prepared.
- 3. Scope of Work** - In responding to this Request for Proposal, the Consultant shall provide a description of both the proposed approach and the work product which shall include a listing of what the Consultant perceives will be required for this MNDEA including a listing of any special studies. A description should be given of the product that you would draft for the City. Sufficient detail should be included for the reviewer to determine if the City's expectations will be completely addressed. Please include your expectation of City staff involvement and responsibilities as part of the preparation of the MNDEA.
- 4. Proposed Consultant Team** - This section should provide a list of team members (names and titles), including any sub-consultants, and a summary of their qualifications. This section should also indicate the primary contact person and/or Project Manager. Please list only those members that will have direct hands-on responsibilities for this project, and their respective roles for the project.

5. **Timeline** - The Consultant should provide a schedule for completion of the complete MNDEA document, Initial Study through Final Approval. The time estimated to complete the MNDEA will be part of criteria used to evaluate RFP responses. In addition, the Consultant should provide a separate schedule providing an expedited completion of the MNDEA document, Initial Study through Final Approval.
6. **Budget** - The proposed budget must be listed by task, hours and cost. The contract will be a time and material contract, with a "Not to Exceed" budget. The Consultant should provide a separate budget itemizing tasks, hours, and cost for an expedited timeline as noted in number 5 above.

Proposals to complete the MNDEA shall be submitted as follows:

Quantity - Five (5) bound copies of the proposal are required for submission, plus one (1) additional unbound black and white reproducible copy. Only original documents will be accepted, no faxed or electronically mailed versions will be accepted.

Format - Pages should be numbered and a table of contents included. The document(s) shall be standard (8½" x 11") letter-sized paper. It shall be structured to include all of the information listed within this RFP. The requested document should not contain any unnecessary promotional material.

SELECTION PROCESS

The proposals will be evaluated by City Staff on the basis of qualifications of the firm and respective staff experience preparing environmental documents for comparable projects, cost effectiveness, references, and estimated completion schedule. Consultants may be invited to make an oral presentation. Evaluation and subsequent selection of a qualified consultant firm is competitive. The selected consultant will enter into a professional services agreement with the City of La Mirada.

The City reserves the right to reject any and all proposals received as a result of the City's "Request for Proposals," or waive any informality or irregularity in any proposal received to the extent allowed by law.

DEADLINE

The deadline for submittal of responses to this RFP is 5:00 p.m. on Thursday, April 14, 2016. Please remit the documents to:

Anne Haraksin
City Clerk
City of La Mirada
13700 La Mirada Boulevard
La Mirada, CA 90638

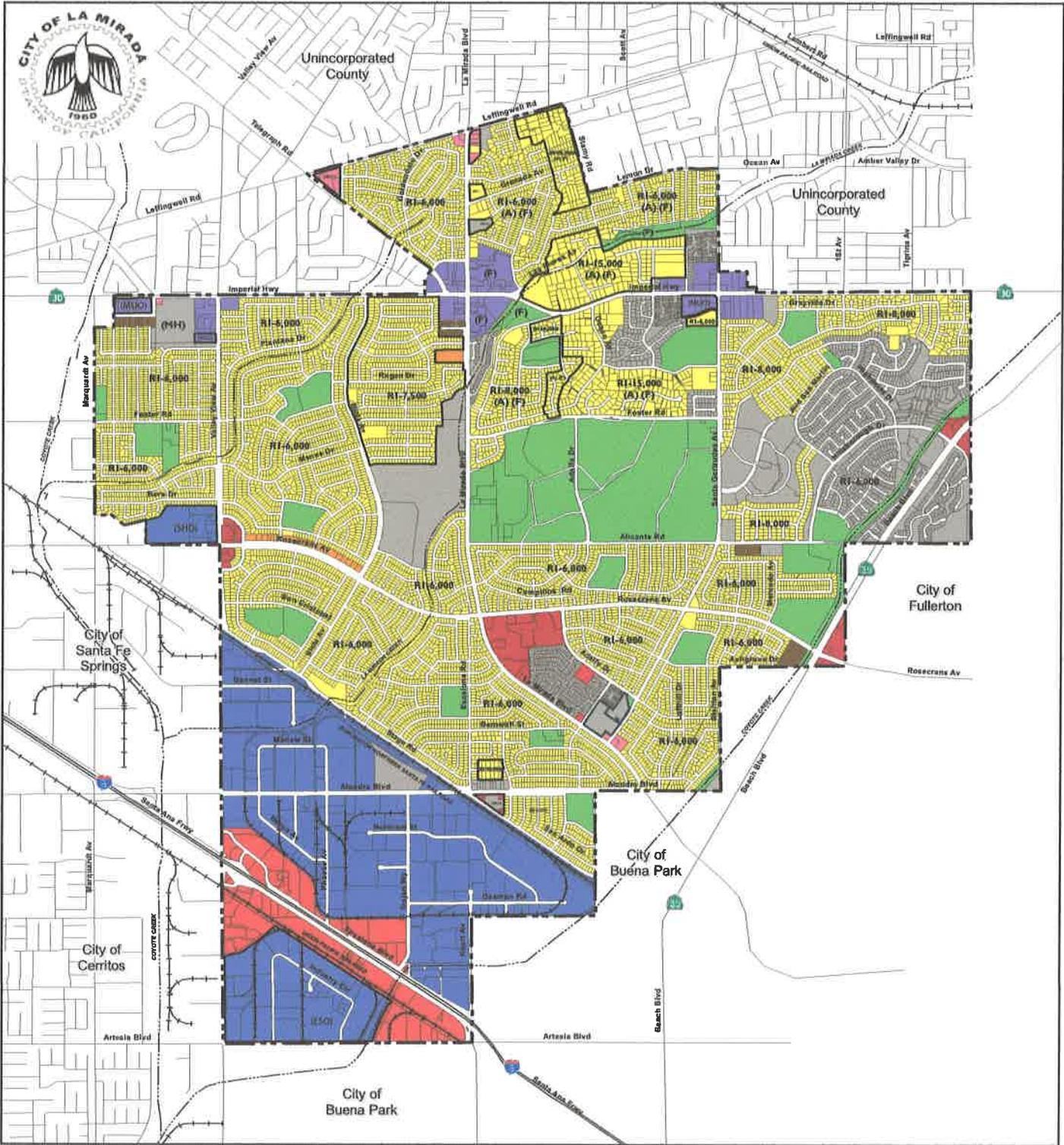
INQUIRIES

For additional information or questions, please contact Eric Garcia, Associate Planner, at (562) 943-0131, Monday through Thursday, 7:30 a.m. to 5:30 p.m. and alternating Fridays, 7:30 a.m. to 4:30 p.m.

Attachments: Exhibit "A" – Zoning Map
 Exhibit "B" – Project Plans
 Exhibit "C" – Insurance Requirements

EXHIBIT A

**ZONING MAP
ON FOLLOWING PAGE**



Path: F:\Project\La Mirada Zoning\07120142_LaMirada_Zoning\GIS\mxds\Zoning_Map.mxd

Zoning Districts

- | | | |
|--------------------------------|---------------------------|--------------------------|
| R-1 | Single-Family Residential | Neighborhood Commercial |
| Medium Density Residential | | C-F Freeway Commercial |
| High Density Residential | | General Commercial |
| Administrative Office | | Planned Unit Development |
| Industrial | | Specific Plan |
| Imperial Highway Specific Plan | | Open Space |

Overlay Districts

- | | | |
|-------|-------------------|---------------|
| (MH) | Mobile Home Park | City Boundary |
| (A) | Farm Animal | Freeway |
| (F) | Flood Hazard | Railroad |
| (ESO) | Emergency Shelter | Creek |
| (MUO) | Mixed Use | |
| (SHO) | Special Housing | |

Revised: January 10, 2008.
 Source: Los Angeles County, GIS 2007.

ZONING MAP

EXHIBIT B

**PROJECT PLANS
ON FOLLOWING PAGES**

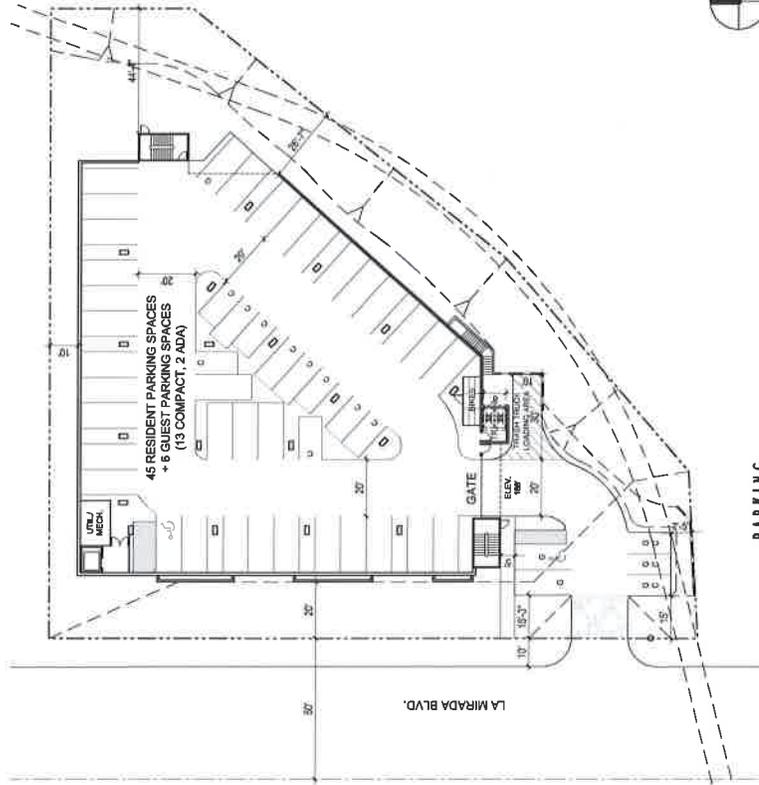


GROUND LEVEL

PROJECT SUMMARY

Existing Zoning: C-1 Neighborhood Commercial
 Overlay Zoning District: SHO Special Housing Overlay, Infill Area #3
 Site Area: 0.85 acres or 37,250 sq. ft.
 Total Units: 28 units
 Density: 32.9 units/acre
 Parking Provided: 51 spaces @ 1.82 spaces per unit
 Coverage: 18,625 sq. ft. @ 50% max.
 Total Residential Floor Area: 30,214 sq. ft. @ 0.81 F.A.R. (1.0 max)
 Garage Floor Area: 18,625 sq. ft.
 Building Height: 37' provided (45' max.)
 Front Setback: 20' provided (10' min.)
 Interior Side Setback: 10' provided (5' min.), w/ 2' deck projection on 2nd floor (Units 14-16)
 Rear Setback: 26' provided (10' min.)

BASEMENT PARKING LEVEL



PARKING

Parking Required
 1 bedroom units: 22 x 1.5 = 33 spaces
 2 bedroom units: 6 x 2.0 = 12 spaces
 Guest: 28 x 1/5 = 6 spaces
Total parking required: 51 spaces
Bike Parking Required
 1 space / 5 units x 28 = 6 spaces

Parking Provided
 Resident - standard 35 spaces
 Resident - oversize compact 10 spaces
 Guest - standard 3 spaces
 Guest - compact 3 spaces
Total Parking Provided 51 spaces
 Bike Parking Provided 6 spaces

UNIT MIX

Plan 1A: 1 bed, 1 bath, 655 sq. ft. net. 3 units (11%)
 Plan 1B: 1 bed, 1 bath, 678 sq. ft. net. 16 units (57%)
 Plan 1C: 1 bed, 1 bath, 703 sq. ft. net. 3 units (11%)
 Plan 2A: 2 bed, 2 bath, 950 sq. ft. net. 4 units (14%)
 Plan 2B: 2 bed, 2 bath, 1019 sq. ft. net. 2 units (7%)
Total Yield 28 units

LA MIRADA INFILL AREA #3

CONCEPTUAL SITE PLAN

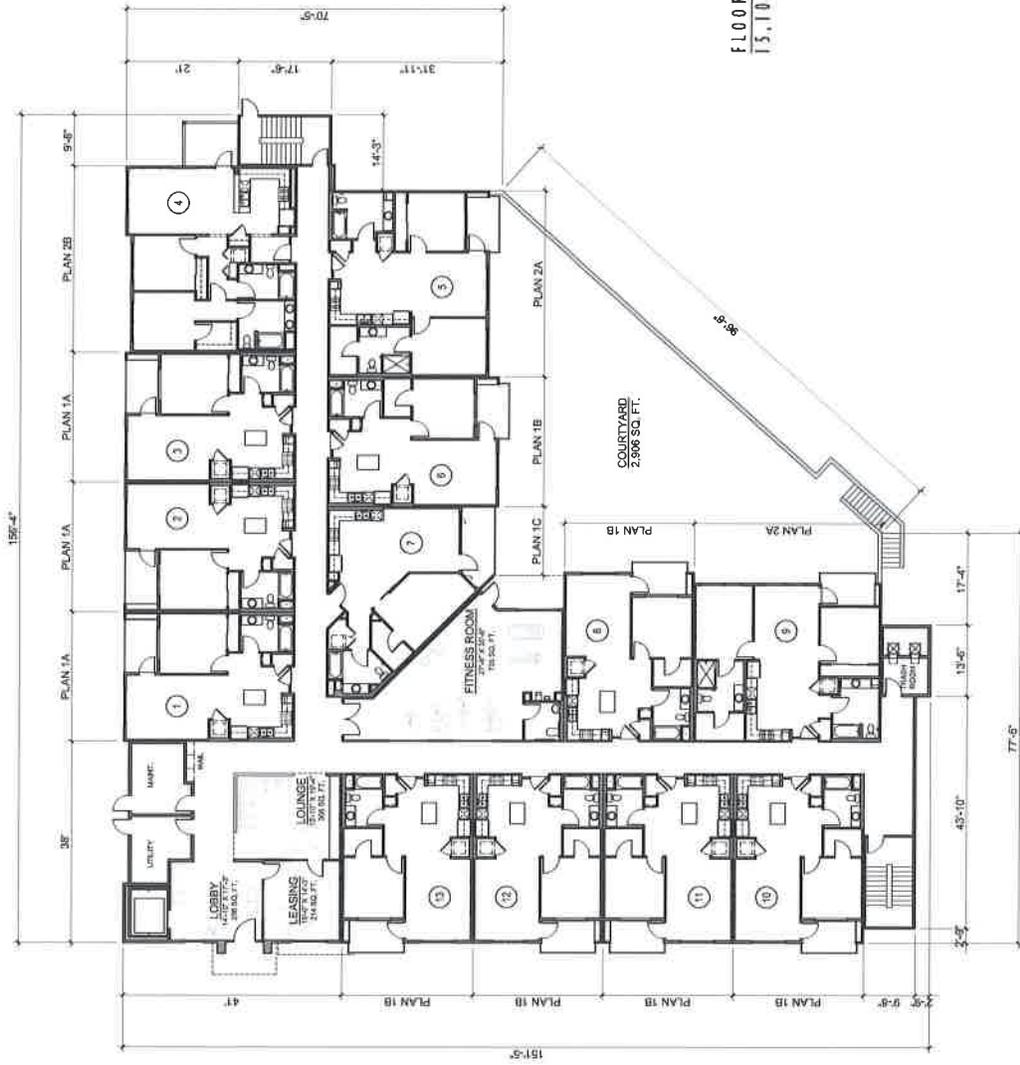
WestCal Property Group, Inc.
 2711 No. Sepulveda Blvd., Suite 530
 Manhattan Beach, CA 90266



LA MIRADA, CA
 E.T.P.# 2015-549 DATE: 11-04-2015

KTGY Group, Inc.
 Architecture+Planning
 12555 West Jefferson Blvd.,
 Suite 100
 Los Angeles, CA 90066
 310.394.2623
 ktgy.com





FLOOR AREA - LEVEL I
15,107 SQ. FT.

L.A. MIRADA INFILL AREA # 3

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FLOOR PLAN - LEVEL I

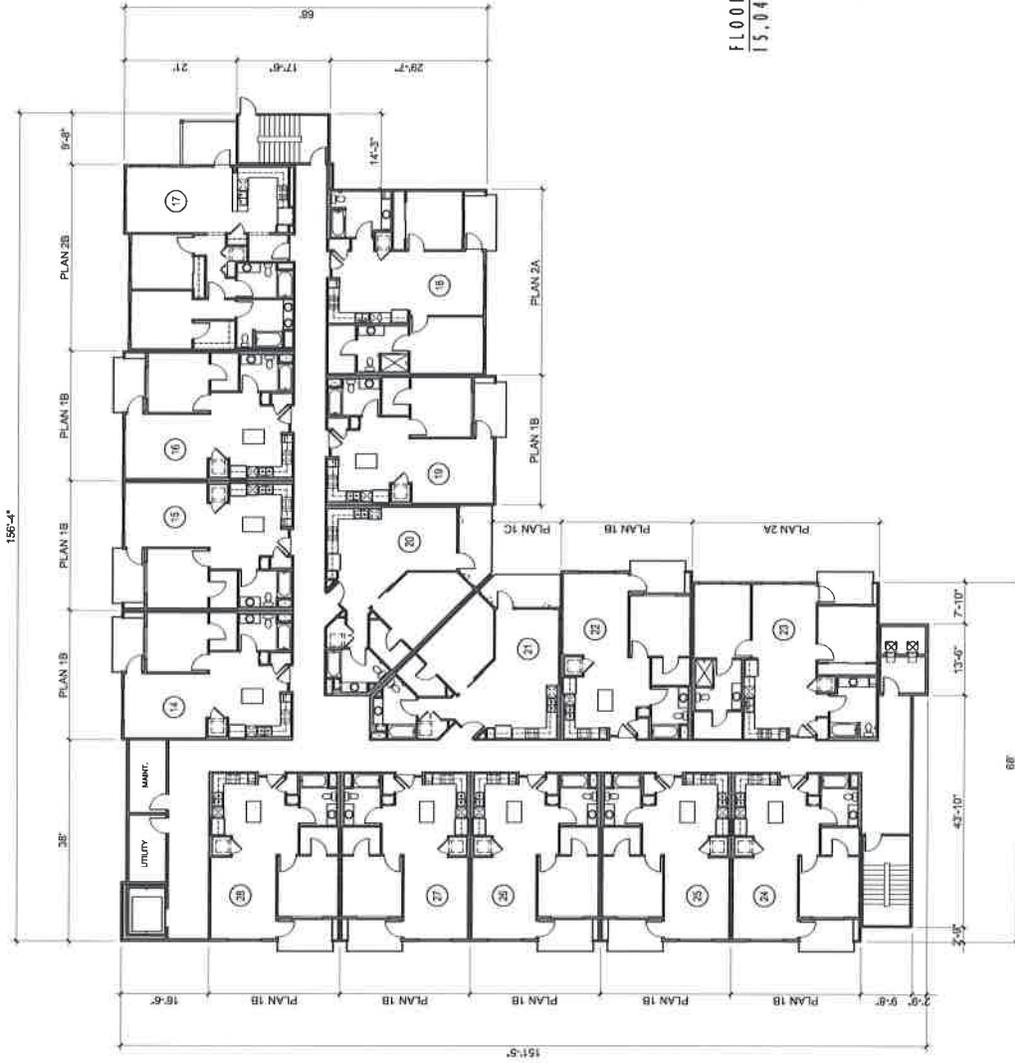
L.A. MIRADA, CA
PROJECT # 2015-540 DATE: 12-04-2015

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Architecture+Planning
12555 West Jefferson Blvd.,
Suite 100
Los Angeles, CA 90066
310.394.2623
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A.1





FLOOR AREA - LEVEL 2
15,048 SQ. FT.

LA MIRADA INFILL AREA # 3

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Manhattan Beach, CA 90266



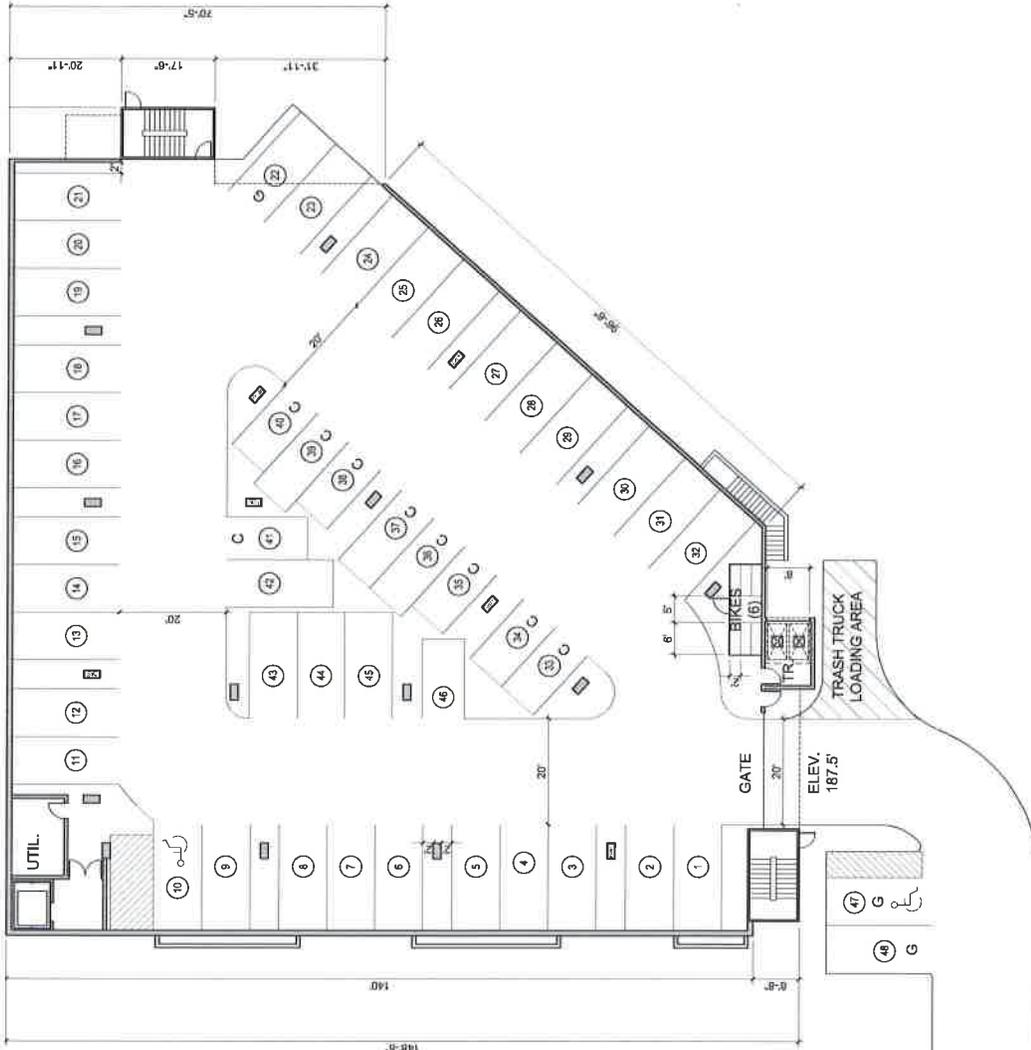
FLOOR PLAN - LEVEL 2

LA MIRADA, CA
11/15/14 3015-347 DATE: 11-15-2011

A.2



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PARKING SPACE DIMENSIONS			
SPACE NO.	WIDTH	LENGTH	TYPE
1	8'-6"	20'-0"	STANDARD RESIDENT
2	8'-6"	20'-0"	STANDARD RESIDENT
3	8'-6"	20'-0"	STANDARD RESIDENT
4	8'-6"	20'-0"	STANDARD RESIDENT
5	8'-6"	20'-0"	STANDARD RESIDENT
6	8'-6"	20'-0"	STANDARD RESIDENT
7	8'-6"	20'-0"	STANDARD RESIDENT
8	8'-6"	20'-0"	STANDARD RESIDENT
9	8'-6"	20'-0"	STANDARD RESIDENT
10	8'-6"	20'-0"	STANDARD RESIDENT
11	8'-6"	20'-0"	STANDARD RESIDENT
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46	8'-6"	20'-0"	STANDARD RESIDENT
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48	8'-6"	20'-0"	STANDARD RESIDENT
49	8'-6"	20'-0"	STANDARD RESIDENT
50	8'-6"	20'-0"	STANDARD RESIDENT
51	8'-6"	20'-0"	STANDARD RESIDENT

FLOOR PLAN - BASEMENT LEVEL

LA MIRADA INFILL AREA # 3

Scale: 0 1 8 16

A.3

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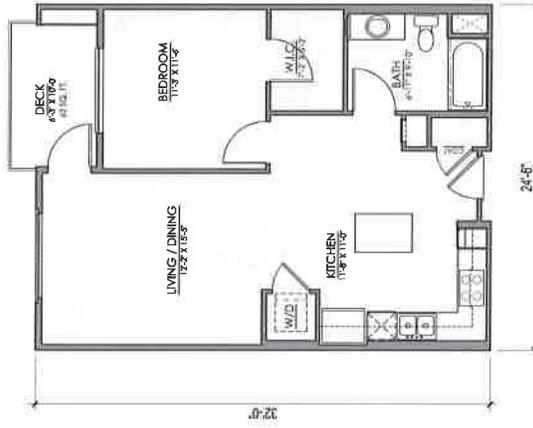
LA MIRADA, CA
DATE: 12-02-2015

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Architecture+Planning
12555 West Jefferson Blvd.,
Suite 100
Los Angeles, CA 90066
310.394.2623
ktgy.com

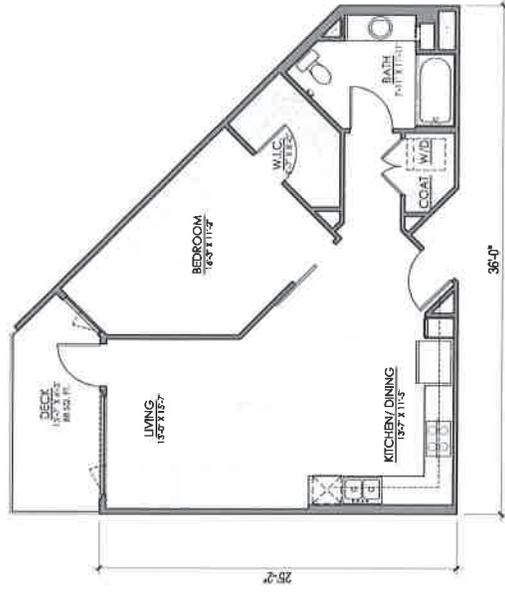




UNIT 1A - 1 BEDROOM
712 SQ. FT. GROSS
655 SQ. FT. NET



UNIT 1B - 1 BEDROOM
734 SQ. FT. GROSS
676 SQ. FT. NET



UNIT 1C - 1 BEDROOM
766 SQ. FT. GROSS
703 SQ. FT. NET

L.A. MIRADA INFILL AREA # 3

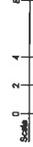


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Manhattan Beach, CA 90266

ONE-BEDROOM UNIT PLANS

L.A. MIRADA, CA
S.I.T.# 2015-549 DATE: 11-07-2015

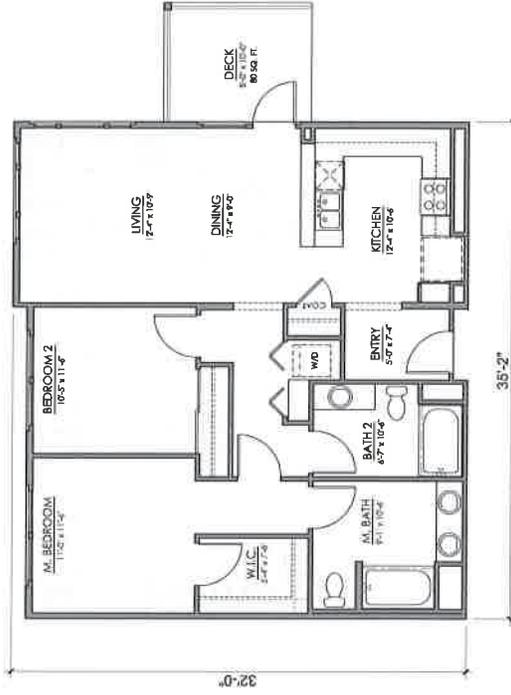
A.4



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UNIT 2A - 2 BEDROOM
1006 SQ. FT. GROSS
860 SQ. FT. NET



UNIT 2B - 2 BEDROOM
1088 SQ. FT. GROSS
1021 SQ. FT. NET

LA MIRADA INFILL AREA # 3

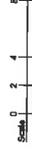
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TWO-BEDROOM UNIT PLANS

LA MIRADA, CA
DATE: 10-07-2015

A.5



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EAST ELEVATION - LA MIRADA BLVD



SOUTH ELEVATION

LA MIRADA INFILL AREA # 3



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ELEVATIONS

LA MIRADA, CA
ETG # 2015-549 DATE: 10-08-2015



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A.6



WEST ELEVATION



NORTH ELEVATION

LA MIRADA INFILL AREA # 3



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ELEVATIONS

LA MIRADA, CA
 SET # 2015-519 DATE: 10-04-2015

A.7



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LA MIRADA BLVD. LOOKING SOUTHEAST



LA MIRADA BLVD. LOOKING NORTHEAST

LA MIRADA INFILL AREA # 3

WESTCAL
PROPERTY GROUP

WestCal Property Group, Inc.
2711 No. Sepulveda Blvd., Suite 530
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PERSPECTIVES

LA MIRADA, CA
LOT # 2015540 BMS 13-42-215

A.8



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LEFT PERSPECTIVE LOOKING SOUTHWEST



REAR PERSPECTIVE LOOKING NORTHWEST

LA MIRADA INFILL AREA # 3



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Manhattan Beach, CA 90266

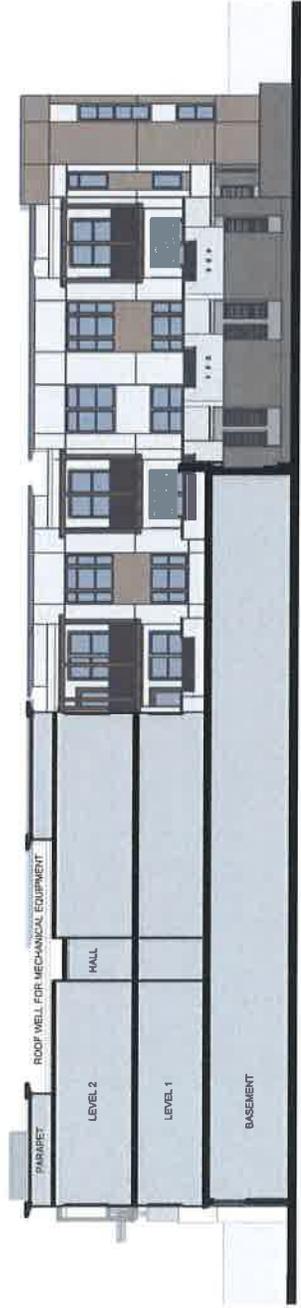
PERSPECTIVES

LA MIRADA, CA
KIT # 2015-519 DATE: 11-02-2015

A.9



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Suite 100
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kitgy.com



SOUTH ELEVATION

LA MIRADA INFILL AREA # 3

WestCal Property Group, Inc.
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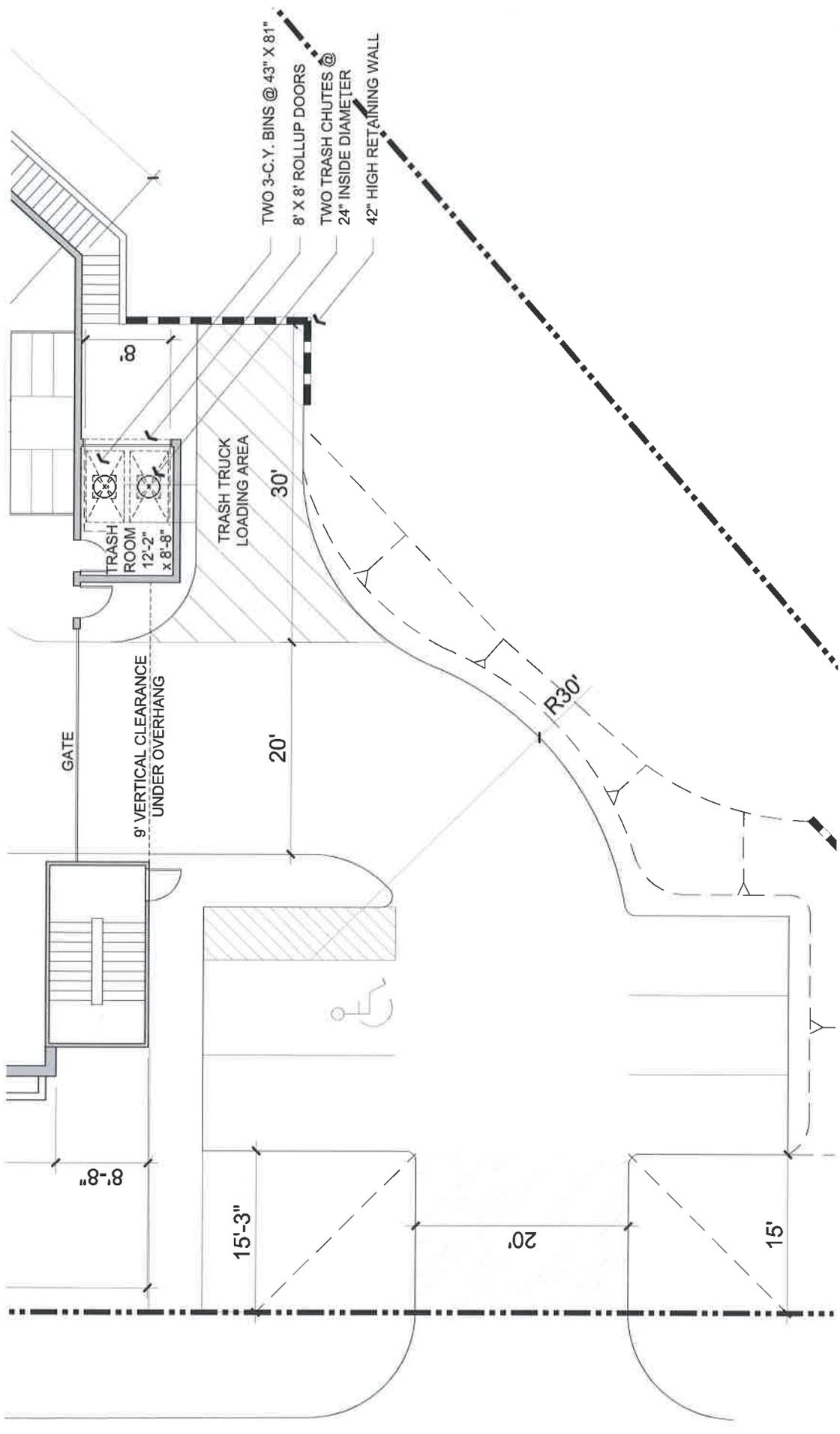
CROSS-SECTION

LA MIRADA, CA
 E 1 6 1 W 3015-447 DATE: 11-01-2015

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A.10



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L.A. MIRADA INFILL AREA # 3

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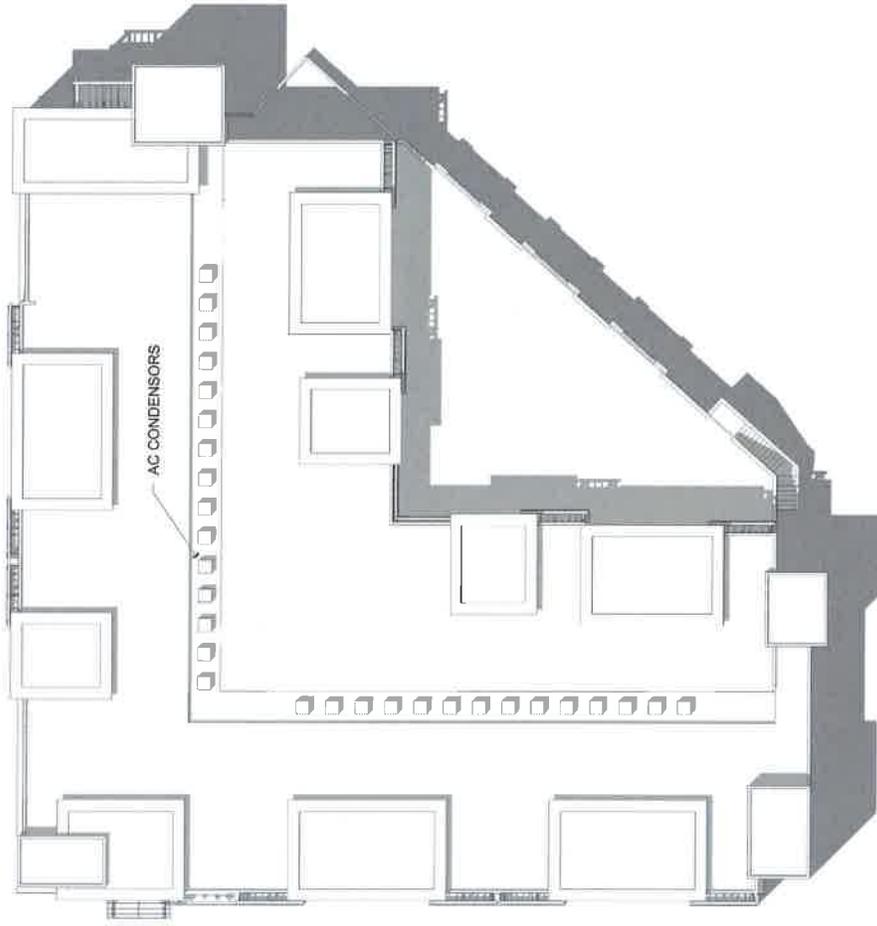
ENLARGEMENT OF TRASH AREA

L.A. MIRADA, CA
 S.T.P. # 2015-549 DATE: 11-07-2015



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LA MIRADA INFILL AREA # 3

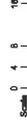
WestCal Property Group, Inc.
 2711 No. Sepulveda Blvd., Suite 530
 Manhattan Beach, CA 90266



ROOF PLAN

LA MIRADA, CA
 SET # 2015-010 DATE: 12-02-2015

A.12



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 ktgy.com



Street trees on La Mirada Blvd. shall be to the satisfaction of the Public Works Dept. Existing trees may be removed if not acceptable to Public Works. New street trees may be required by the City of La Mirada Public Works.

Screening Trees and Vines along Perimeter Wall, propose Tristaina confertifolia, Brisbane Box Tree

6'-0" High Split Face Perimeter Block Wall

Drought tolerant Trees, Shrubs on ground cover planted on slope

Podium Courtyard with Lounging and Dining areas, Tables, Couches, tables and chairs, and Pottery

Minimum 10' wide Landscape strip along La Mirada Blvd. 15' View Triangle at Driveway Entrance. Landscapes shall be maintained below 42" height

20% of Lot Area to be Landscaped. Drought tolerant Plants and Drip Irrigation to be emphasized to the maximum amount as reasonable.



LA MIRADA BLVD. APARTMENTS

L.A. Group Design Works, Inc.

WestCal Property Group
2711 Sepulveda Blvd. Suite 530 Manhattan Beach, CA 90266

Landscape Architecture

EXHIBIT C

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 than \$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.]

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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 \$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 10 93 or a substantially 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

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- 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 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.

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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. 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

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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.
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.