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DATE: April 16, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department - Planning Division

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OCEANSIDE AND TORTI GALLAS AND PARTNERS, INC., IN THE AMOUNT OF \$260,000 FOR A COAST HIGHWAY VISION AND STRATEGIC PLAN**

**SYNOPSIS**

Staff recommends that the City Council approve a professional services agreement with Torti Gallas and Partners, Inc., of Los Angeles in the amount of \$260,000 to complete a Coast Highway Vision and Strategic Plan, and authorize the City Manager to execute the agreement.

**BACKGROUND**

In July 2007 the City Council added the Coast Highway corridor masterplanning effort to staff's work program and identified key focus planning areas: the North Coast Highway area, the Mid-Coast Highway/Downtown Transit Center area and adjacent neighborhoods to the east and west, and the South Coast Highway/Sprinter Station area. The aforementioned areas are located in part within the Coastal Zone boundaries and encompass portions of the City's Downtown Redevelopment Project Area. A request for proposals (RFP) was issued in late December 2007, seeking to retain an experienced team of planning, urban design, economic and transportation professionals to prepare a Vision and Strategic Plan for Coast Highway.

The Coast Highway Vision and Strategic Plan is intended to serve as the blueprint for the enhancement and revitalization of the Coast Highway corridor. The plan will take into account community and key-stakeholder input, as well as economic, transportation, and other pertinent planning data. The ultimate goal of this master planning effort is to foster high-quality design and stimulate economic investment in the project area by defining the desirable development framework and eliminating unpredictability in the development review process. The geographical project limits were preliminarily identified as shown on Attachment 1.

## **ANALYSIS**

Staff received thirteen proposals in response to the RFP from consulting teams nationwide. A selection committee narrowed the teams down to three finalists - Torti Gallas and Partners, Inc., Moore Iacofano Goltsman, Inc., and RRM Design Group. Staff interviewed the three teams and selected Torti Gallas and Partners, Inc., based upon their performance during the interviews, demonstrated leadership capabilities to organize, manage and direct a major Vision and Strategic Plan effort and reference check information. Torti Gallas and Partners, Inc., were established in 1953 and have offices in Silver Spring, Maryland, and Los Angeles, California. The Los Angeles office team, in conjunction with City staff, will manage this project. Torti Gallas will coordinate subconsultant work performed by the market and economic analysts of Robert Charles Lesser and Company and transportation, mobility and parking experts of Nelson/Nygaard Consulting Associates.

The Coast Highway project area includes multiple urban districts with unique characteristics and a spectrum of diverse land uses. The site's coastal location, mass transit stations and easy access to the freeway could provide development opportunities for tourist/hospitality-related, mixed-use and transit-oriented development, among others, that would revitalize the area. To that end, setting the vision and strategy for future development is imperative. The Torti Gallas design team has extensive experience with all types of community vision/strategic projects and planning in the residential (NTC housing revitalization, San Diego California), mixed-use (Arlington East, Bethesda Maryland), TOD (Twinbrook Commons, Rockville Maryland), downtown (Temple Terrace revitalization masterplan, Temple Terrace Florida), and commercial (Cooper's Crossing, Camden New Jersey) sectors nationwide. Since the firm's founding, their projects have yielded billions of dollars of construction. Their achievements and lessons learned have yielded numerous awards for architecture and urban planning design work. Repeatedly, the firm has met national acclaim, and has won the American Institute of Architect's prestigious Honor Award for Regional and Urban Design four years in a row (2000-2003) and six of the past eight years. In all the firm has won 300 international, national, and local design awards for planning and design.

The selected design approach and strategy for Coast Highway's revitalization will be key to its success. Torti Gallas and Partners, Inc., work philosophy combines traditional planning and modern technology to create enjoyable, compact, pedestrian-friendly environments for people to live, work, and play. Their work is guided by sustainability principles and a sensitivity to local conditions. They believe that all built artifacts, whether they are individual works of architecture, or large-scale town or urban plans, should be sensitive to the natural environment, the traditions of the place and the region, and embrace multiple architectural styles. The Torti Gallas design team understands that in their work they are engaged both in creating communities for people as well as producing productive real estate. They are cognizant of the forces in the marketplace and recognize the capacity of good design to create "value" at the communal, aesthetic and economic levels.

Crafting vision and master design plans can be challenging, and thus, meaningful collaboration between staff, consultants and stakeholders (property owners, business owners, developers, residents, government agencies, etc.) will be necessary. To ensure that, a Citywide community outreach effort has been incorporated in the process to engage key stakeholders and the general public and obtain input critical to the project's success through one-to-one interviews, a two-week-long design charrette, a Community Design Studio open house, a Developer's Forum, and project Web site information. The Torti Gallas team's broad experience in working with public agencies and community members and creating vision and strategic plans will contribute greatly in managing consensus-building and achieving this project's ultimate goal - foster high-quality design and stimulate economic investment in the project area.

At the end this effort is expected to yield a comprehensive, market-tested, realistic, Vision and Strategic Plan that balances different interests, incorporates creative resolution of issues/conflicts, injects art into the planning/decision-making process and sets forth: a) the desired land use, mobility, urban design and economic parameters for the Coast Highway corridor; b) the preferred illustrative physical development Vision Plan for the corridor subareas; c) specific action-oriented implementation strategies and phasing to achieve the Vision and Strategic Plan; and d) detailed prototype development scenarios for key catalytic opportunity sites with first priority assigned to the North Coast Highway area.

The specific tasks included in the scope of work are referenced on Exhibit A of the draft Professional Service Agreement. Upon City Council approval the consultant team is prepared to start work on the project immediately. The Coast Highway Vision and Strategic Plan is expected to be completed within approximately 12 months (April 2009).

### **FISCAL IMPACT**

A total of \$200,000 was specifically allocated in the FY2007-08 budget (account 101.604810.5241) for this effort. In addition the Planning Division budget (account 101.264310.5241) has \$60,000 available to fund this contract award, not to exceed \$260,000.

### **INSURANCE REQUIREMENTS**

City insurance requirements will be met.

### **COMMISSION OR COMMITTEE REPORT**

Consistent with the City Council's direction at its March 18, 2008, workshop with the Arts Commission, the scope of work for this contract does include the development of urban design guidelines that will enable art to be "injected" into the decision-making process with the completion of the Coast Highway Vision and Strategic Plan effort.

**CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

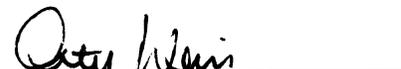
**RECOMMENDATION**

Staff recommends that the City Council approve a professional services agreement with Torti Gallas and Partners, Inc., in the amount of \$260,000 to complete a Coast Highway Vision and Strategic Plan, and authorize the City Manager to execute the agreement.

PREPARED BY:

  
Amy W. Volzke  
Principal Planner

SUBMITTED BY:

  
Peter A. Weiss  
City Manager

ATTACHMENTS:

1. The Coast Highway Vision & Strategic Plan area - preliminary boundaries
2. Professional Services Agreement

REVIEWED BY:

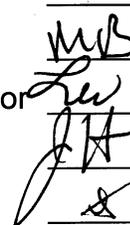
Michelle Skaggs Lawrence, Deputy City Manager

Mike Blessing, Deputy City Manager

Lauren Wasserman, Interim Development Services Director

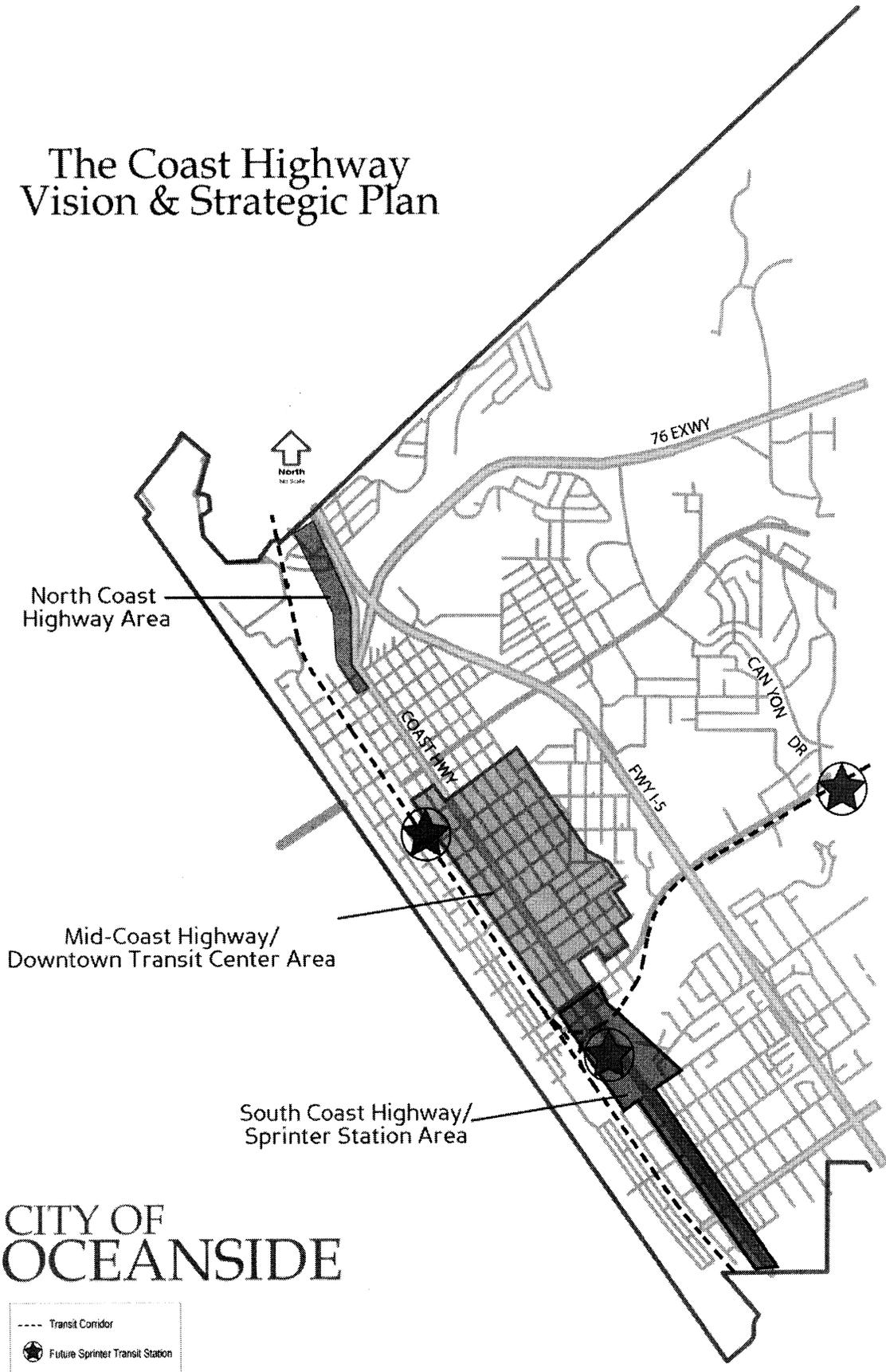
Jerry Hittleman, City Planner

Teri Ferro, Financial Services Director



**ATTACHMENT 1**

# The Coast Highway Vision & Strategic Plan



# COAST HIGHWAY VISION AND STRATEGIC PLAN

## CITY OF OCEANSIDE

### PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and TORTI GALLAS AND PARTNERS, INC., hereinafter designated as "CONSULTANT".

#### RECITALS

- A. CITY desires to obtain professional planning and design services from an independent contractor for the above named Project.
- B. CONSULTANT has submitted a proposal to provide planning and design services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

#### **NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

- 1.0 **SCOPE OF SERVICES.** The Project is more particularly described as follows: See the attached "Exhibit A," which defines the Scope of Services and is incorporated herein by reference.
- 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
  - 1.1.1 Work closely with the Deputy City Manager in performing its services in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The Deputy City Manager, under the authority of the City Manager, shall be the CITY'S authorized representative in the interpretation and enforcement of all services performed in connection with this Agreement. The Deputy City Manager may

## COAST HIGHWAY VISION AND STRATEGIC PLAN

delegate authority in connection with this Agreement to the Deputy City Manager's designee(s). For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the Deputy City Manager delegates authority to the Principal Planner.

- 1.1.2 In compliance with Government Code section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the performance of services described in this Agreement.
- 1.1.3 All terms of this Agreement shall apply to all services performed by CONSULTANT within the Scope of Services for the CITY during the term of this Agreement
- 1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:
  - 1.2.1 Provide access to all pertinent plans and other project relevant records and furnish one copy of drawings and reports requested.
  - 1.2.2 Provide all legal advertising mailings and postings required.
  - 1.2.3 Provide conference room and charrette design studio accommodations.
  - 1.2.4 Provide overall project management.
- 2.0 **TIMING REQUIREMENTS**
  - 2.1 Time is of the essence in the performance of work under this Agreement. To the extent within CONSULTANT'S control, the CONSULTANT shall perform its services in accordance with the agreed upon schedule.
  - 2.2 CONSULTANT shall submit all requests for extensions of time for performance in writing to the Deputy City Manager no later than ten (10) calendar days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The Deputy City Manager shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.
- 3.0 **DESIGN CRITERIA AND STANDARDS.** All services shall be performed in

## COAST HIGHWAY VISION AND STRATEGIC PLAN

accordance with applicable CITY, State and Federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by CONSULTANT under similar conditions.

- 4.0 **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Deputy City Manager. CONSULTANT shall be solely responsible for the performance of any of its employees, agents or subcontractors under this Agreement.

CONSULTANT shall report to the CITY any and all employees, agents and consultants performing services in connection with this project, and all shall be subject to the approval of the CITY.

- 5.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any services under this agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the Deputy City Manager.
- 6.0 **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby states that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

7.0 **LIABILITY INSURANCE.**

- 7.1 CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

- 7.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

**Comprehensive General Liability Insurance**

## COAST HIGHWAY VISION AND STRATEGIC PLAN

(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

### Commercial General Liability Insurance

(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

- 7.3 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as “additional insured” under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 7.4 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 7.5 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date, except for ten (10) days for cancellation due to non-payment of premium. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 7.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 7.7 CONSULTANT shall provide a substitute Certificate of Insurance no later than

## COAST HIGHWAY VISION AND STRATEGIC PLAN

thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of services under the Agreement.

- 7.8 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

8.0 **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.**

CONSULTANT shall, throughout the duration of this agreement, maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of one million dollars (\$1,000,000).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

- 9.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims or lawsuits for damages to persons or property arising out of the conduct, negligent acts, errors or omissions of the CONSULTANT or its employees, agents, subcontractors or others in connection with the execution of the CONSULTANT'S services covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, expert fees, attorneys' fees and liability assessed against or incurred by the CITY, its officers, agents or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT, at its own expense, shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents or employees resulting or arising from the tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

- 10.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this Project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government

## COAST HIGHWAY VISION AND STRATEGIC PLAN

Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this Project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.

- 11.0 **OWNERSHIP OF DOCUMENTS.** All documents prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the documents prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this Project.
- 12.0 **COMPENSATION.**
- 12.1 For services performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the proposed budget set forth in Exhibit "A", attached hereto and incorporated herein by reference. CONSULTANT'S compensation for all services performed in accordance with this Agreement shall not exceed the total contract price of \$ 260,000, inclusive of all incidental expenses.
- 12.2 CONSULTANT shall maintain accounting records including names and titles of employees or agents, types of services performed and dates of all services performed in connection with this Agreement.
- 12.3 CONSULTANT'S accounting records pertaining to hourly services shall be made available to the Principal Planner for verification of billings, within a reasonable time of the Principal Planner's request for inspection.
- 12.4 CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, on-a-task complete basis, subject to the approval of the Principal Planner.
- 13.0 **DURATION OF AGREEMENT.** CONSULTANT shall complete all services within one (1) year from the date of approval of this Agreement. The CITY has the option to extend the agreement for an additional six (6) months. Any such extension shall be by mutual agreement of CONSULTANT and the CITY. The CITY shall give notice of its election to extend this agreement by sending a letter

## COAST HIGHWAY VISION AND STRATEGIC PLAN

to CONSULTANT no later than three (3) months prior to the expiration of the term.

- 14.0 **TERMINATION OF AGREEMENT.** The CITY may terminate this Agreement upon a thirty (30) day written notice to the CONSULTANT.

If any portion of the services is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any completed services and incidental expenses incurred up to and including the date of termination or abandonment of this Agreement, in accordance with Section 12. The CITY shall be required to compensate CONSULTANT only for services performed in accordance with the Agreement up to and including the date of termination.

- 15.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

- 16.0 **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the services to be performed for this Project and supersedes all prior negotiations, representations or agreements.

- 17.0 **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all applicable Local, State and Federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

## COAST HIGHWAY VISION AND STRATEGIC PLAN

18.0 **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing, signed by the parties hereto.

19.0 **DISPUTE RESOLUTION.**

- a. Any controversy or claim arising out of or relating to this Agreement, or concerning the material breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.
- b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

20.0 **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

**TO CITY:**

Mike Blessing  
Deputy City Manager  
300 North Coast Highway  
Oceanside, CA 92054

**TO CONSULTANT:**

Neal I. Payton, AIA, LEED-AP  
Principal  
523 W. 6<sup>th</sup> Street, Suite 212  
Los Angeles, CA 90014

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

21.0 **SIGNATURES.** The individuals executing this Agreement represent that they

**COAST HIGHWAY VISION AND STRATEGIC PLAN**

have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

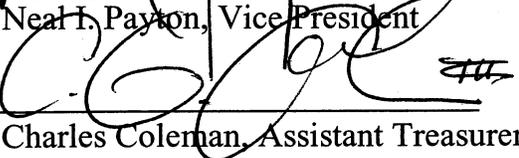
**IN WITNESS WHEREOF** the parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures:

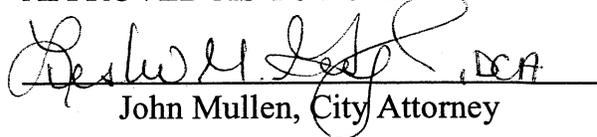
TORTI GALLAS PARTNERS, INC.

CITY OF OCEANSIDE

By:   
Neal I. Payton, Vice President

By: \_\_\_\_\_  
Peter A. Weiss, City Manager

By:   
Charles Coleman, Assistant Treasurer

APPROVED AS TO FORM:  
  
John Mullen, City Attorney

52-0847751  
Federal Employer ID No.

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 03-20-08 before me, Claudia Solorio, Notary Public  
(Here insert name and title of the officer)

personally appeared Neal Ira Payton

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity(ies), and that by ~~his~~ ~~her~~ ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

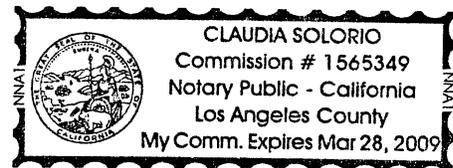
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Claudia Solorio

Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~ is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

#### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 03-20-08 before me, Claudia Solorio, Notary Public  
(Here insert name and title of the officer)

personally appeared Charles Griffin Coleman III

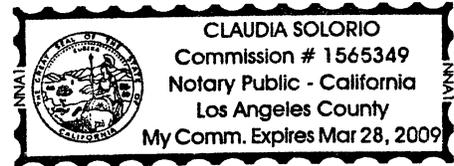
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity(ies), and that by ~~his~~ ~~her~~ ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Claudia Solorio  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_

(Title or description of attached document)

\_\_\_\_\_

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_

(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

**Exhibit A**

**Coast Highway Vision and Strategic Plan Scope of Work and Budget**

<b>1.0 Process Programming/ Initial Research, Data Inventory &amp; Analysis</b>	<b>Torti Gallas</b>	<b>RCLCO</b>	<b>NelsonNygaard</b>	<b>Totals</b>
Task 1.1: Research; data collection; review and analysis	3,510.00			\$3,510.00
Task 1.2: Orientation workshop w/ City staff team; scheduling; programming	3,120.00			\$3,120.00
Task 1.3: Study area field assessment; finalize study area boundary	3,120.00			\$3,120.00
Task 1.4: Development of existing conditions base maps/diagrams	9,750.00			\$9,750.00
Task 1.5: Economic & market analysis		\$36,010.00		\$36,010.00
Task 1.6: Mobility & parking analysis			\$18,990.00	\$18,990.00
<b>Phase 1 Subtotal</b>	<b>19,500.00</b>	<b>36,010.00</b>	<b>18,990.00</b>	<b>\$74,500.00</b>
<b>2.0 Community Outreach/ Formulation of Vision (Policy/Urban Design) &amp; Implementation Strategies</b>		<b>RCLCO</b>	<b>NelsonNygaard</b>	<b>Totals</b>
Task 2.1: Help City to Coordinate PR strategy, help City to identify key stakeholders, help City to set outreach schedule	\$4,000.00			\$4,000.00
Task 2.2: Provide materials for webpage and brochure information (City to create actual webpage and materials)	included			\$0.00
Task 2.3: Obtain input through key stakeholder interviews (includes meetings with NCTD and Coastal Commission staff)	\$4,825.00			\$4,825.00
Task 2.4: Design Charrette: identify SWOT; formulate draft vision (goals, policies, initiatives, principles and conceptual land use/urban plans for each of the three areas); identify catalytic opportunity sites and create prototype development scenarios for five site areas; assess economic feasibility and infrastructure needs of vision/urban plans and prototype development of catalytic opportunity sites	\$33,674.00			\$33,674.00
Task 2.5: Develop a draft phasing strategy and diagram(s)	\$11,375.00	\$5,000.00	\$15,000.00	\$31,375.00
<b>Phase 2 Subtotal</b>	<b>\$53,874.00</b>	<b>\$5,000.00</b>	<b>\$15,000.00</b>	<b>\$73,874.00</b>
<b>3.0 Refining of Vision and Strategic Plan</b>		<b>RCLCO</b>	<b>NelsonNygaard</b>	<b>Totals</b>
Task 3.1: Refine individual area plans into a single "preferred plan"; update "preferred plan" economic feasibility and infrastructure needs documentation	\$10,725.00			\$10,725.00
Task 3.2: Refine catalytic area development plans and associated economic feasibility and infrastructure needs documentation	\$5,363.00			\$5,363.00
Task 3.3: Present refined plans to public and key stakeholders (includes NCTD and Coastal Commission staff), obtain input through a Community Design Studio open house @ Civic Center and a Developer's Forum meeting and incorporate comments, to the maximum extent possible, in final plans (Includes up to 1/2 a day of meetings)	\$2,275.00			\$2,275.00
Task 3.4: Finalize draft plans	\$10,725.00			\$10,725.00
<b>Phase 3 Subtotal</b>	<b>\$29,088.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$29,088.00</b>
<b>4.0 Crafting of Vision &amp; Strategic Plan documents &amp; Final Presentations</b>		<b>RCLCO</b>	<b>NelsonNygaard</b>	<b>Totals</b>
Task 4.1: Prepare draft Vision (Policies/ Urban Design) and Strategic Plan document(s) to include: Summary of the Vision and Strategic Plan process; vision statement/goals/policies/initiatives/principles; existing context conditions; urban design form and character; guidelines/standards (mobility/thoroughfare & parking; land use; landscape and open space; civic art); prototype development for five catalytic opportunity sites; implementation strategy (finance, infrastructure, execution, phasing)	\$27,885.00			\$27,885.00
Task 4.2: Review, refine and finalize draft Vision and Strategic Plan documents	\$20,378.00	\$5,000.00	\$5,000.00	\$37,885.00
Task 4.3: Present Vision and Strategic Plan and supporting documentation to City Committees/Commissions and City Council	\$2,275.00	\$1,000.00	\$1,000.00	\$4,275.00
<b>Phase 4 Subtotal</b>	<b>\$50,538.00</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$62,538.00</b>
<b>TOTAL (Phase 1-4)</b>	<b>153,000.00</b>	<b>\$47,010</b>	<b>\$39,990</b>	<b>240,000.00</b>
<b>Incidental expenses</b>	<b>12,750.00</b>	<b>\$3,921</b>	<b>\$3,329</b>	<b>20,000.00</b>
<b>GRAND TOTAL (includes all subcontract costs)*</b>	<b>165,750.00</b>	<b>\$50,931</b>	<b>\$43,319</b>	<b>260,000.00</b>