



County of Santa Cruz

Planning Department

701 Ocean Street, 4th Floor, Santa Cruz, CA 95060
 Phone:(831) 454-2580 Fax:(831) 454-2131 TDD: (831) 454-2123
 Kathleen Molloy Previsich, Planning Director

Meeting Date: February 7, 2017
Date: January 25, 2017
To: The Board of Supervisors
From: Kathy Previsich, Planning Director
Subject: Contract for Pleasure Pt Commercial Area and County Design Guidelines

On November 22, 2016 your Board directed staff to return to your Board in January with a proposed approach, budget and funding strategy for the creation of commercial design guidelines for the Pleasure Point area. On January 10, your Board deferred further consideration of this item pending completion of the proposed approach, budget and funding strategy.

Planning staff has determined that time and money would be saved by entering into a sole source agreement with MIG, Inc. MIG, Inc. prepared the Pleasure Point residential design standards and facilitated the Pleasure Point community process that led to those standards in 2008. MIG, Inc. is a respected community planning and design firm with a strong emphasis on public involvement and outreach. They have a particular expertise in urban design and placemaking and they have a deep knowledge of the Pleasure Point area. Staff has worked with MIG to prepare a proposed scope of work that would produce commercial design standards applicable Countywide, with a particular focus on the Pleasure Point area and using Pleasure Point locations as illustrative examples for developing the guidelines. The scope also includes preparation of a streetscape for Portola Drive between 41st Avenue and 26th Avenue.

Attached is a sole source contract with MIG, Inc. in the amount of \$158,870. A scope of work and budget are attached as Attachments 1 and 2. Funding for this project is available within the Planning budget, funded by the General Plan Update Fund, in the amount of \$108,870. The remaining \$50,000 will be provided by the Live Oak Transportation Improvement fund #72625. In order to realign the budget to accommodate this contract your Board will need to accept and appropriate unanticipated revenue from the Live Oak Transportation Improvement fund #72625 to Planning. An AUD-60 Resolution Accepting and Appropriating Unanticipated Revenue is shown as Attachment 3.

It is, therefore, RECOMMENDED that your Board

1. Approve an AUD-60 Resolution Accepting and Appropriating Unanticipated Revenue in the amount of \$50,000; and

2. Authorize the Planning Director to enter into an agreement with MIG, Inc., for a not-to-exceed amount of \$158,870 to prepare Countywide commercial design guidelines, a Pleasure Point commercial area vision and a Portola streetscape plan.

Submitted by:

Recommended:

Susan A. Mauriello, County Administrative Officer

Attachments:

- a Independent Contractor Agreement with MIG
- b Scope of Work
- c AUD 60 Resolution Accepting Unanticipated Revenue

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT
(STANDARD)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and MIG, Inc., hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: prepare County wide commercial and mixed use design guidelines, including Pleasure Point vision and Portola streetscape plan, for the County of Santa Cruz Planning Department (hereinafter "the project").

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$158,870, processed for payment after receipt and project manager approval of invoices

3. **TERM.** The term of this Contract shall be: February 7 through July 31, 2017. If this Contract is placed on the County's Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

4. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving thirty (30) days' written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**
To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the CONTRACTOR'S negligent performance under the terms of this Contract, excepting any liability arising out of the negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried

by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here ____ / ____.

A. Types of Insurance and Minimum Limits

(1) Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY / ____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

Attachment: Independent Contractor Agreement with MIG (3320 : Contract for Pleasure Pt Commercial Area and County Design Guidelines)

(3) All required policies shall be endorsed to contain the following clause:
“This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

Santa Cruz County
Planning Department
Attn: Fiscal
701 Ocean Street, Room 418
Santa Cruz, CA 95060

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

Santa Cruz County
Planning Department
Attn: Fiscal
701 Ocean Street, Room 418
Santa Cruz, CA 95060

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

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental

Attachment: Independent Contractor Agreement with MIG (3320 : Contract for Pleasure Pt Commercial Area and County Design Guidelines)

disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

10. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

12. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

13. ATTACHMENTS. Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

- 1. Scope of Work "Santa Cruz Commercial and Mixed Use Design Standards: County Guidelines, Pleasure Point Vision, and Portola Streetscape Plan", dated January 24, 2017, including project schedule
- 2. Project Budget

14. LIVING WAGE. This Contract is covered under Living Wage provisions if this section is initialed by COUNTY _____.

If Item # 14 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. NON-BINDING UNTIL APPROVED. Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$35,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

16. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

Attachment: Independent Contractor Agreement with MIG (3320 : Contract for Pleasure Pt Commercial Area and County Design Guidelines)

SIGNATURE PAGE

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT
(STANDARD)

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. Mig, Inc.

4. COUNTY OF SANTA CRUZ

By: _____
SIGNED

By: _____
SIGNED

PRINTED

PRINTED

Company Name: MIG, Inc.

Address: 800 Hearst Avenue

Berkeley, CA 94710

Telephone: 510-845-7549

Fax: 510-845-8750

Email: mukulm@migcom.com

3. APPROVED AS TO INSURANCE:

1. APPROVED AS TO FORM:



Risk Management 1/26/17

Office of the County Counsel

DISTRIBUTION:

- o Planning
- o Auditor-Controller-Treasurer-Tax Collector
- o Risk Management
- o Contractor

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2. Mig, Inc.

4. COUNTY OF SANTA CRUZ

By: _____
SIGNED

By: _____
SIGNED

PRINTED

PRINTED

Company Name: MIG, Inc.

Address: 800 Hearst Avenue

Berkeley, CA 94710

Telephone: 510-845-7549

Fax: 510-845-8750

Email: mukulm@migcom.com

3. APPROVED AS TO INSURANCE:

1. APPROVED AS TO FORM:

Risk Management



Office of the County Counsel

DISTRIBUTION:

- Planning
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Contractor

SIGNATURE PAGE

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT
(STANDARD)

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. **MIG, Inc.**
By: 
SIGNED
Christopher Beynon
PRINTED

4. COUNTY OF SANTA CRUZ
By: _____
SIGNED

PRINTED

Company Name: MIG, Inc.
Address: 800 Hearst Avenue
Berkeley, CA 94710
Telephone: 510-845-7549
Fax: 510-845-8750
Email: mukulm@migcom.com

3. APPROVED AS TO INSURANCE:

1. APPROVED AS TO FORM:

Risk Management

Office of the County Counsel

DISTRIBUTION:

- Planning
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Contractor

**Budget for Countywide Commercial and Mixed Use Design Guidelines,
Pleasure Point Vision and Portola Streetscape Plan**

1/24/17 Prepared by: MIG, Inc.

Phase I: Existing Conditions Analysis and Overall Vision

Labor Costs	44,715.00
Direct costs*	3,200.00
Total Phase I	47,915.00

Phase II: Development of Design Concepts and Guidelines

Labor Costs	45,920.00
Direct costs*	2,900.00
Total Phase II	48,820.00

Phase III: Production and Review of Draft and Final Documents

Labor Costs	58,735.00
Direct Costs*	3,400.00
Total Phase III	62,135.00

Grand Total	158,870.00
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* Direct costs include copying, printing, travel, visual aids for public meetings and travel expense, which will be billed per Federal per-diem rates in effect at the time

Funds may be transferred between phases as long as the total amount is not exceeded.

Attachment: Independent Contractor Agreement with MIG (3320 : Contract for Pleasure Pt Commercial Area and County Design Guidelines)



scope of work for consulting services to prepare

SANTA CRUZ COMMERCIAL AND MIXED USE DESIGN GUIDELINES:

- PLEASURE POINT COMMERCIAL AREA VISION
- PORTOLA DRIVE STREETScape PLAN
- COUNTYWIDE COMMERCIAL AND MIXED USE GUIDELINES



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OREGON
EUGENE AND PORTLAND

TEXAS
SAN ANTONIO

WASHINGTON
SEATTLE

January 25, 2017

Ms. Paia Levine
Ms. Kathy Previsich
County of Santa Cruz
Sent Via E-mail

Re: *County of Santa Cruz Commercial and Mixed Use Design Guidelines, Portola Drive Streetscape Plan, and Pleasure Point Commercial Area Vision and Guiding Principles*

Dear Ms. Levine and Ms. Previsich:

Santa Cruz County boasts a character and sense of community that is enjoyed by residents and visitors of all ages. Several years ago, the County hired MIG to prepare the Pleasure Point Residential Guidelines and Standards to maintain this unique character. We are confident that **MIG** is the most qualified firm to help lead this next phase, which includes developing innovative streetscape concepts for Portola Drive and engaging the citizens in meaningful and fun ways to create prototypical County-wide commercial corridor commercial and mixed use design guidelines that support the character of Santa Cruz County and invigorate its economy.

MIG has **extensive local experience** in Santa Cruz County including our work in cities such as Aptos and Capitola, as well as our current work with the Santa Cruz County Regional Transportation Commission on the Prioritization Plan.

MIG's design guidelines are **context sensitive** and maximize placemaking opportunities. The Guidelines will provide useful guidance for other commercial areas of the County and will include a special focus on the unique character and sense of place that already exists in Pleasure Point. Our design guidelines and streetscape plans will ensure that new development respects adjoining development and well established residential neighborhoods as we have done in similar communities including Santa Cruz, Imperial Beach, San Diego, Sacramento, San Jose, Bainbridge Island, Fairfield, Astoria and Long Beach.

MIG is a national leader in **planning, designing and building innovative streets for commercial and mixed use corridors** such as Portola Drive and 41st Avenue so they serve all modes of travel, enhance safety, and become places for communities to thrive and connect. Our projects rethink and reinvent streets, transforming vehicular corridors into places for play, social gathering and green infrastructure. Our re:Streets initiative, www.restreets.org, is a rethinking of streets even beyond being Complete Streets. MIG streetscape plans have been successfully implemented in coastal neighborhoods such as Manhattan Beach, Long Beach, San Diego, California and Mobile, Alabama as well as other eclectic commercial corridors in Paso Robles and Sacramento, California; Golden and Denver, Colorado; and San Antonio, Texas.

MIG works with communities to ensure that **environmental and financial sustainability is holistically integrated** in both building design guidelines and public streetscape design concepts. Active and passive environmental design features such as energy generating solar and wind elements, minimizing heat gain through site design, low water use planting and integrated stormwater landscape elements are integrated in the design of both public and public realm. Design guidelines and streetscape concepts are financially sustainable and practically applicable to **encourage economic development** especially for local serving small businesses.

Our approach includes **deep experience in community engagement and consensus-building in Pleasure Point and surrounding communities in Santa Cruz County**. MIG brings a strong, multidisciplinary approach to assisting communities to develop and define a common vision for strategic action, with success measured by high levels of consensus and implementation. We use the community's vision as an inspirational expression of future possibilities regarding the function and character of the area. This vision, with associated goals and principles, serves as the overarching framework for implementation through a prioritized set of actions. We use a variety of high tech and high touch techniques including pop-up workshops, visioning charrettes, project specific website development, online surveys and newsletters to ensure that participation is fun, interactive and effective.

We appreciate this opportunity and look forward to meeting with you to present our qualifications and approach in more detail. Please call or email me if you have any questions at (510) 845-7549, or mukulm@migcom.com.

Sincerely,



Daniel S. Iacofano
President and CEO



Mukul Mehotra
Principal, Director of Urban Design

Attachment: Scope of Work (3320 : Contract for Pleasure Pt Commercial Area and County Design Guidelines)