

Administering Agency: Nevada County -County Executive Office

Contract No. _____

Contract Description: Nevada County Courthouse Highest and Best Use Study

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of May 28, 2024 by and between the County of Nevada, ("County"), and **Nelco Architecture Inc. dba: NELSON**("Contractor") (together, "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Two Hundred and Ninety-Five Thousand Dollars (\$295,000).**
3. **Term** This Contract shall commence on May 28, 2024. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2025.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract except in instances where doing so is inconsistent with the Standard of Care, infra, or as otherwise agreed in writing by the Parties. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of

this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages ☐shall apply ☒shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend (to the extent such applicable insurance policy permits), indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all third-party losses, claims, liens (provided that Contractor shall have no such obligation if such liens are due to County's failure to make payments to Contractor as required hereunder), demands, and causes of action of every kind and character to the extent caused by resulting from the Indemnifying Party's negligent act or omission, or willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party). The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner recognized under the law and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession in performing similar services on projects of similar size, scope and complexity and under similar circumstances (the "Standard of Care").

Contractor's personnel, when on County's premises and when accessing County network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or his/her designee.

14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
15. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
19. **Financial, Statistical and Contract-Related Records:**
- 19.1 **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings

and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

19.2 **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records applicable to this Contract, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

19.3 **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.

20. **Termination**

- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without prior notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor**.
- C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract subject to County's compliance with its payment obligations to Contractor hereunder. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
 - 3) County shall pay Contractor the value of services rendered by Contractor to the date of termination pursuant to this Contract ; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. The foregoing is cumulative and does not affect any right or remedy, which either Party may have in law or equity.
21. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made for hire.'" Subject to County's compliance with its payment obligations to Contractor hereunder. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
22. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
23. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.
24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.

25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 20, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the services or type of services to be provided by this Contract.
28. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
1. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

2. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:

Nevada County
County Executive Office
Address: 950 Maidu Ave.
City, St, Zip Nevada City, CA 95959
Attn: Caleb Dardick
Email: caleb.dardick@nevadacountyca.gov
Phone: 530-470-2649

CONTRACTOR:

Name of firm
Nelco Architecture Inc. dba: NELSON
Address 160 W. Santa Clara St. #500
City, St, Zip San Jose, CA 95113
Attn: David Crotty
Email: DCrotty@nelsonww.com
Phone: 408-752-4305

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Honorable Hardy Bullock, Chair of the Board of Supervisors

By: _____

Attest: Clerk of the Board of Supervisors, or Designee

Approved as to Form – County Counsel:

By: _____ Date: _____

CONTRACTOR: Nelco Architecture Inc. dba: NELSON

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: ____Secretary_____

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. [Schedule of Services](#)
- B. [Schedule of Charges and Payments](#)
- C. [Insurance Requirements](#)
- D. [Schedule and Consultant Scope Description](#)

Summary [Page](#)

EXHIBIT A

SCHEDULE OF SERVICES

Nelco Architecture, Inc. dba: "NELSON" further herein referred to as "Contractor" shall provide professional services for the Nevada County Courthouse Highest and Best Re-Use Study (the "Study" or "Project") to Nevada County ("County.")

Project Description

Contractor shall provide an assessment of and recommendations for the future use of the Nevada County Courthouse located in downtown Nevada City, CA.

Definitions

Meeting Notes: Include Meeting Date, Participants, Agenda, Discussion, Action Items, and Next Steps.

Steering Committee: Small group of members selected by the County to provide Contractor guidance and direction for the Project.

Historic Community Group: Local interested community members with a specific interest in the preservation of the Courthouse architecture. Members are selected and organized by the County with the Contractor's support. This is a smaller group than the At-Large Community Group.

At-Large Community Group: All parties interested in engaging in the development of the project. This group will likely include all members of the Historic Community Group. The Project will provide an Outreach Plan to inform the public of At-Large Community Meetings.

1. Scope of Services

PART 1: Project Planning

1.1 Project Initiation

- A. Architect and Economic Advisor to provide a brief summary of known constraints based on previous work.
- B. Provide a High-Level zoning review. Contractor will conduct up to (2) virtual interviews with the County and Nevada City officials and staff to obtain:
 - Background information on land use policies and the types of land use and development proposals variance requests coming before the applicable bodies for any other relevant properties in the historic district/Downtown;
 - Understanding of County versus State ownership, financial, and legal responsibilities related to the Courthouse repositioning; and,
 - Joint County and State real property disposal process.
- C. County to research Surplus Land Act's impact on project.

Deliverables: Summary Report of items A & B above and C as provided by County.

- ##### **1.2** Steering Committee Meeting Visioning Session (in person):
- The design team meets with the steering committee to review big-picture goals, concerns, etc. We will define what success looks like and establish our North Star. We will develop the criteria that we can use to evaluate the options. Team will tour Site.

Deliverables: Presentation materials for this meeting & Meeting Notes following the meeting.

- 1.3 Industry & Stakeholder Outreach: City, County, Interested Party, and Real Estate Industry Interviews:** The Team will conduct up to (4) 1-hour virtual interviews with Nevada City and other Public Officials and Staff, State of California (as applicable due to property ownership), developers, real estate brokers, and other parties which have expressed interest in the Courthouse.

In addition, Contractor will conduct up to (4) additional focus groups or interview of any parties which have expressed interest in reusing the Courthouse. These interviews will also result in obtaining information and insights on the following:

- Market opportunities and constraints;
- Types of businesses, consumers, and visitors most likely to be attracted to varying land uses or activities at the Courthouse;
- Geographic origins of these potential sources of demands;
- Competing supply alternatives or locations;
- Land uses or real estate product types and features likely to appeal to or penetrate the identified demands; and,
- Obtain information and estimates of prevailing land values, obtainable rents and sales prices, vacancy rates, and other market factors for alternative types of real estate products in the historic district/Downtown.
- Contractor will also use interview time to collect and review data on real estate transactions, absorption of existing residential, retail, or other relevant space, hotel occupancy rates and average daily rates and employment trends to identify which uses or kinds of development are likely to be market responsive.
- Obtain information on historic preservation considerations.
- Review up to (3) case studies of historic courthouse buildings being converted into other use, as available and relevant.
- Prepare general sketch concepts (napkin sketches) for the site that are not directly tied to a development program but reflect options for reuse and redevelopment on the court house site that could accommodate the types of uses that could locate on the site, as well as meeting other community goals, such as creating better pedestrian connections between the courthouse site and the core of downtown. Also, to the extent appropriate, these initial use alternatives will also be connected to which uses would be market-driven, and which uses would be user driven e.g., a public or non-profit entity. Conduct focus groups and stake holder interviews to vet the potential uses and use mix. Prepare case studies of reuse of other historic buildings, including court houses, in California including how these projects were implemented.

Deliverable: Memo including:

Market Analysis: real estate market findings, menu of land use options reflecting the market analysis findings from above.

Design Options: building site context/neighborhood diagrams, and zoning. Napkin sketch drawings illustrating a wide range of approaches to the building design.

- 1.4 Steering Committee Long List Review Meeting (virtual):** share progress (described above)

Deliverable: Meeting Notes

1.5 Community Outreach

Community and Stakeholder Outreach Planning & Engagement Plan. Contractor will work with the County to develop the following:

- County to provide and explain any past outreach materials to understand issues, concerns, and process
- County and Contractor to discuss County's goals and objectives regarding community and stakeholder engagement
- County and Contractor to identify Historic Community Group and approach to At-Large Community Group
- County and Contractor to develop Community Engagement Plan Which includes
 - Identify Community and Stakeholder roles and responsibilities
 - Outreach engagement action items and schedule;
 - Invitation language;
 - Agenda and meeting expectations;
 - Primary representative with points of contact for community and/or stakeholder groups.

Deliverable: Community Engagement Plan; Contractor & County will collaborate to develop Engagement Plan. The County is responsible for executing outreach engagement. Contractor will support the graphics and content for outreach.

- 1.6** 1st At-Large Community Meeting (in person): Day 2 of 2-day trip. Present initial goals/north star and preliminary real estate market & end user concept findings as well as refined sketch plans for the building/site reuse. Get community feedback.

Deliverable: Presentation materials

- 1.7** Steering Committee Meeting (virtual): review At Large Community Meeting feedback and discuss how to incorporate comments.

Deliverable: Meeting Notes for 1st round of Community Meetings & Steering Committee follow up.

PART 2: Develop Project Concepts

- 2.1** Develop Project Concepts: Start with a broad range and narrow down to only the likely viable options (number unknown) including 3-D contextual model views.

Deliverable: Economic Narratives & corresponding 3D conceptual site plans.

- 2.2** Meet with the Steering Committee (virtual): present a broad range of options listed above and the group determines the final 3 options.

Deliverable: Meeting notes

- 2.3** Develop 3 Options: Develop selected 3 options including testing these for financial performance. This step may also identify additional steps the County and City could take to enhance economic feasibility including adopting new policies (rezoning, reduced parking requirements, etc.) This work would be vetted with key stakeholders and other key informants. Design will include building mass design impact on both immediate context and wider surrounding

neighborhood, engineering systems and final cost. As appropriate, the team will prepare simple static pro formas by use to determine near time feasibility, building impact, engineering systems & finally cost.

Deliverable: Memo including Concept Designs (scale drawings & 3-D digital massing models), ROM Costs and revenues, and a summary of implications for a disposition process.

2.4 Steering Committee Meeting (virtual): Review above 3 Options

Deliverable: Meeting Notes

2. PART 3: Evaluate Options & Select Highest and Best Use

3.1 Design Team: Evaluate 3 options using the criteria developed at the visioning meeting.

Deliverable: DRAFT Scoring Matrix

3.2 Steering Committee Meeting (virtual): Review DRAFT Scoring Matrix & Strategize Focus Group & Community Meetings

Deliverable: Meeting Notes. Design Team: update evaluations

3.3 2nd Industry & Stakeholder Focus Group Meetings with same groups convened in the 1st sessions (in person/ Virtual): Present 3 Options and DRAFT Scoring Matrix and get feedback. Contractor to work with County to adjust At Large Community Meeting as needed. Day 1 of 2 Day meetings

Deliverable: Presentation materials

3.4 2nd At Large Community Meeting (in person/ Virtual): Present 3 Options and Scoring, get feedback. Day 2 of 2 Day meetings

Deliverable: Presentation materials

3.5 Steering Committee Meeting (virtual): review At Large Community Meeting feedback and discuss how to incorporate comments.

Deliverable: Meeting Notes for 2nd round of Community Meetings & Steering Committee follow up.

3. PART 4: Document Findings

4.1 Final Report: Documents process including the Visioning Session/criteria, the 3 options (narratives with outline program tabulations, concept drawings including digital 3-D massing, cost, and zoning implications), scoring, and final recommendation with recommended next steps. The Final report will document the participants including the community input process and advising on next steps.

Deliverable: Digital PDF report in the format of a 3-page marketing sheet for each of the final 3 concepts that would help with the RFI (no hardcopies) Present Document (virtual). 2 iterations: Draft & Final. Presentation to the Board(s) County and City (In person)

4. County Responsibilities

- 5.1.** Work cooperatively to bring the project to a successful conclusion.- The County will coordinate their own comments and direction provided to the design team.
- 5.2.** Provide complete and accurate information promptly in accordance with the approved project schedule, setting forth County's design objectives, constraints and criteria, dimensioned drawings describing all existing improvements, and hazardous materials survey, as may be required. The services, information, surveys and required reports shall be furnished at the County's expense, and NELSON shall be entitled to rely upon the accuracy and completeness thereof.
- 5.3.** Hard copy printouts of any materials including presentation boards.
- 5.4.** Designated meeting space(s) for community outreach events (when held in person)
- 5.5.** Building status updates should changes occur during the duration of the project.
- 5.6.** Surplus Land Act research and impact to project for next steps.

See Exhibit D

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

1. **Comprehensive team costs** including all expenses. Fees will be invoiced monthly on a percent complete basis. Details are provided in the appendix.
 - Architecture \$185,240
 - Economic Analysis \$65,560
 - Cost Estimating \$35,000
 - Historic Architecture \$9,200
2. **Comprehensive Fee:** \$ 295,000
3. **Additional Services Allowance:** will be billed to the County separately on a lump sum basis and as approved in writing by both parties
4. **Reimbursable Expenses**
Contractor has included in this proposal all travel, meals, and lodging costs. Contractor will provide the client with PDF digital files of all deliverables. Hardcopy printouts of any deliverables are the responsibility of the County.

Reimbursable Expenses are expenses incurred by Contractor and Contractor's consultants that are not included in the fee. These expenses shall be billed and paid at cost plus 15%.

Reimbursable Expenses include, but are not limited to, the following:

- Permitting and/or Expediting services and fees
- Courier and delivery charges including insurance and customs duty rates
- Reproductions including photocopying, printing, and plotting will be billed following Contractor's standard document pricing
- Presentation materials including mounting and lamination
- Professional renderings and models except as included in this Contract schedule of services
- Photography and related expenses

Contractor's compensation shall be paid at the schedule shown above. Reimbursement of travel, lodging and miscellaneous expenses is not authorized unless noted above or with prior written approval by the County. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this Contract shall be borne by Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this Contract.

Invoices and Payments

Invoices shall be submitted to County monthly in a form and with sufficient detail including:

1. Contract Number
2. Dates of service
3. Tasks being billed
4. Portion of task completed
5. Percentage of task remaining

Work performed by Contractor will be subject to final acceptance by County project manager(s).

Submit all invoices to:

Nevada County
County Executive Office
Address: 950 Maidu Ave.
City, St, Zip Nevada City, CA 95959
Attn: Caleb Dardick
Email: caleb.dardick@nevadacountyca.gov

County will make payment within thirty (30) days after the billing is received and approved by County and as outlined above.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House ("ACH"). In the event County is unable to release payment by ACH Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

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

Other Insurance Provisions:

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

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
4. **Waiver of Subrogation** To the extent permitted by the applicable policy, Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against 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 County has received a waiver of subrogation endorsement from the insurer.

5. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
6. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared. County may require Contractor to provide proof of ability to pay losses and related expenses within the retention. To the extent permitted by the applicable policy, the policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
 - a. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
8. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
10. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all

policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.

11. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
12. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
13. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

EXHIBIT D

SCHEDULE AND CONSULTANT SCOPE DESCRIPTION

Exhibit D- Schedule and Consultant Scope Description

Nevada County Courthouse Highest and Best Use Study		5/27/2024	6/3/2024	6/10/2024	6/17/2024	6/24/2024	7/1/2024	7/8/2024	7/15/2024	7/22/2024	7/29/2024	8/5/2024	8/12/2024	8/19/2024	8/26/2024	9/2/2024	9/9/2024	9/16/2024	9/23/2024	9/30/2024	10/7/2024	10/14/2024	10/21/2024	10/28/2024	11/4/2024	11/11/2024	11/18/2024	11/25/2024	12/2/2024	12/9/2024	12/16/2024	12/23/2024	12/30/2024	1/6/2025	1/13/2025	1/20/2025	Responsible Team	
1.0 Project Planning	NTP																																					NELSON
	Kick Off Meeting																																					NELSON, S Econ
	1.1 Project Initiation: Summary Report (Work time)																																					NELSON, S Econ, H.A.
	1.2 Steering Committee Visioning Session & Site Tour (IRL)																																					NELSON, S Econ, H.A.
	1.3 Industry & Stakeholder Outreach (Work time)																																					NELSON, S Econ
	1.4 Steering Committee Long List Review meeting (Virtual)																																					NELSON, S Econ
	1.5 Community Outreach																																					NELSON
	1.6 1st Historic Community Group Meeting (2 consecutive days Day 1 of 2, IRL)																																					NELSON
	1.7 1st At-Large Community Meeting (2 consecutive days Day 2 of 2, IRL)																																					NELSON
1.8 Steering Committee meeting (Virtual)																																					NELSON	
2.0 Develop Project Concepts & Evaluate	2.1 Develop Broad range of concepts and I.D. viable options (Work time)																																					NELSON, S Econ
	2.2 Steering Committee meeting (Virtual)																																					NELSON, S Econ
	2.3 Develop 3 Options (Work time)																																					NELSON, S Econ
	2.4 Steering Committee meeting (Virtual)																																					NELSON, S Econ
3.0 Evaluate Options	3.1 Design Team Evaluates 3 Options																																					NELSON, S Econ
	3.2 Steering Committee meeting (Virtual)																																					NELSON, S Econ
	3.3 2nd Historic Community Group Meeting (2 consecutive days Day 1 of 2, IRL)																																					NELSON
	3.4 2nd At-Large Community Group Meeting (2 consecutive days Day 2of 2, IRL)																																					NELSON (S Econ Virtual)
	3.6 Steering Committee meeting (Virtual)																																					NELSON, S Econ
4.0 Document Findings	4.1 Draft Report																																					NELSON, S Econ
	4.1 Steering Committee meeting																																					NELSON, S Econ
	4.1 Final Report (deliverable)																																					NELSON, S Econ
	4.1 Presentation to County & City (IRL)																																					NELSON, (S Econ Virtual)

Historic Architect (H.A.)



PART 1: Project Planning

- Provide a summary of known constraints based on previous reports related to Historic Architecture;
- Present summary of findings (virtual presentation);
- Revise summary to address any questions or comments;
- Design Team Meeting: allow one virtual meeting during this Phase;
- Assist with case studies of historic building rehabilitations in California. Provide information to Nelson and economic consultant for inclusion in case studies.

Exclusions: work beyond Part 1.0 Project Planning & Community Meetings

Strategic Economics

Proposed Budget for Nevada City Courthouse
5/13/2024

		Staff Title Billing Rate		President \$310		Associate II \$180		Associate \$150		R.A. \$115		TOTAL	
Tasks		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Task 1.1	Summary report	1	\$ 310	3	\$ 540							4	\$850.00
Task1. 2	Site tour/steering com	12	\$ 3,720		\$ -							12	\$3,720.00
Task 1.3	Market study w/memo	16	\$ 4,960	100	\$ 18,000					80	\$ 9,200	196	\$32,160.00
Task 1.4	Steering Com long list review	2	\$ 620	2	\$ 360							4	\$980.00
Task 2.1	Long list with narratives	6	\$ 1,860	12	\$ 2,160							18	\$4,020.00
Task 2.2	Steering Com long list review	2	\$ 620	2	\$ 360							4	\$980.00
Task 2.3	Pro forma analysis	8	\$ 2,480	50	\$ 9,000					8	\$ 920	66	\$12,400.00
Task 3.2	Input to evaluation	4	\$ 1,240	4	\$ 720							8	\$1,960.00
Task 4	Draft & Final report	8	\$ 2,480	32	\$ 5,760							40	\$8,240.00
Task Subtotals		59	\$ 18,290	205	\$ 36,900	0	\$ -	88	\$10,120	352	\$65,310.00		
Expenses													\$250.00
TOTAL BUDGET													\$65,560.00

SUMMARY PAGE

Contractor Name Nelco Architecture Inc. dba: NELSON

Description of Services Nevada County Courthouse Highest and Best Re-Use Study

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$295,000

Contract Start Date: 5/28/2024

Contract End Date: 6/30/2025

Liquidated Damages: N/A

INSURANCE POLICIES

Commercial General Liability	(\$1,000,000)
Automobile Liability	(\$1,000,000)
Worker's Compensation	(Statutory Limits)

FUNDING:

Click or tap here to enter text.
Click or tap here to enter text.

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County

County Executive Office

Address: 950 Maidu Ave.

City, St, Zip Nevada City, CA 95959

Attn: Caleb Dardick

Email: caleb.dardick@nevadacountyca.gov

Phone: 530-470-2649

CONTRACTOR:

Name of firm

Nelco Architecture Inc. dba: NELSON

Address 160 W. Santa Clara St. #500

City, St, Zip San Jose, CA 95113

Attn: David Crotty

Email: DCrotty@nelsonww.com

Phone: 408-752-4305

Contractor is a: (check all that apply)

Corporation: ☐ Calif., ☒ Other, ☐ LLC, ☐

Non- Profit ☐ Corp ☐

Partnership: ☐ Calif., ☐ Other, ☐ LLP, ☐ Limited ☐

Person: ☐ Indiv., ☐ DbA, ☐ Ass'n ☐ Other ☐

EDD Worksheet Required

Yes ☐ No ☒

ATTACHMENTS

Exhibit A: Schedule of Services

Exhibit B: Schedule of Charges and Payments

Exhibit C: Insurance Requirements