



# **RESOLUTION No. 21-297**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION APPROVING A CONTRACT WITH PLACEWORKS, INC. FOR THE PREPARATION OF THE SOUTH COUNTY AREA PLAN IN THE MAXIMUM AMOUNT OF \$199,441, AMENDING THE FISCAL YEAR 2021/2022 PLANNING BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)**

WHEREAS, in December 2000, the Board of Supervisors adopted Resolution No. 00-572 to amend the Nevada County General Plan to adopt the Higgins Area Plan (GP00-02) to provide for the maintenance of community identity and scenic resources and to protect and enhance the rural and agricultural character of the Higgins Corner-Lake of the Pines Village Center. The Area Plan is currently adopted as an Amendment to the Nevada County General Plan to operate as Specific Design Guidelines for the Higgins Corner-Lake of the Pines Village Center pursuant to General Plan Policy; and

WHEREAS, on July 14, 2020, the Board of Supervisors adopted Resolution No. 20-303 authorizing the application for, and receipt of Local Government Planning Support Grant Program Funds. The Community Development Agency executed a contract with the California Department of Housing and Community Development to assist the public's need for housing that is more affordable by offering 1) pre-approved available architectural drafting and engineering master housing plans and 2) an updated land use plan for the County's "Higgins Area" to assist in expedited development in one of the County's available areas for higher density residential development in the southeast portion of the County off Highway 49; and

WHEREAS, in 2021, the Nevada County Board of Supervisors formed a South County Municipal Advisory Committee (MAC) to help engage the community and advise and inform the District II Supervisor on issues in and around the Higgins Corner/Lake of the Pines area. The South County MAC will advise the development of the South County Area Plan in order to ensure an inclusive and participatory process; and

WHEREAS, the County sent out a Request for Proposals to prepare the South County Area Plan. One proposal was received as a result of the RFP. The proposal was reviewed and scored by a staff panel made up of representatives from the Planning Department, Department of Public Works and the Board of Supervisors Office; and

WHEREAS, Resolution No. 21-012 awarded the LEAP Grant (\$300,000) to the Community Development Agency (CDA) of which \$196,000 is allocated to the Planning Department; and

WHEREAS, The Planning Department budget for the Fiscal Year 2021/2022 included \$75,000 for this grant.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Chair of the Board of Supervisors be and is hereby authorized to execute, on behalf of the County of Nevada, that certain Contract dated the 15<sup>th</sup> day of July, 2021, in the amount of \$199,441, by and between said County and PlaceWorks, Inc., for a term of July 15<sup>th</sup>, 2021 to December 31<sup>st</sup>, 2022 pertaining to the preparation of the South County Area Plan, in the form attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Board of Supervisors authorizes and directs the Auditor-Controller to amend the Fiscal Year 2021/22 budget as follows:

Increase:

1123 20708 325 7000/521520 \$121,000

1123-20708-325-7000/445090 \$121,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of July, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Dan Miller, Chair

7/13/2021 cc: Planning\*  
AC\*(hold)

7/15/2021 cc: Planning\*  
AC\* (Release)

**Administering Agency:** Nevada County Community Development Agency - Planning Department

**Contract No.** RES 21-297

**Contract Description:** South County Area Plan Preparation

### **PROFESSIONAL SERVICES CONTRACT**

**THIS PROFESSIONAL SERVICES CONTRACT** ("Contract") is made at Nevada City, California, as of July 15, 2021 by and between the County of Nevada, ("County"), and PlaceWorks, Inc. ("Contractor"), 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 One Hundred Ninety-Nine Thousand, Four Hundred Forty-One Dollars (\$199,441).**
3. **Term** This Contract shall commence on 7/15/2021. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of 12/31/2022.
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** Time is of the essence. 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. 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 the 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 the 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 or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the 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 the 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, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, 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) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. 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 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. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial

first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the 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 the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the 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. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- The 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 the County of Nevada 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 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 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 Maximum Contract Price.

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 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 the Contractor, the 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 the 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 the 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. 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 reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; 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. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

21. **Intellectual Property** 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, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be 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 the County, nor any business entity in which an official of the 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 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 19, 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 shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the 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 complaints, lawsuits, 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.

29. **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:**

**CONTRACTOR:**

Nevada County  
Planning Department

PlaceWorks, Inc.

Address: 950 Maidu Avenue, Suite 170

Address 2040 Bancroft Way, Suite 400

City, St, Zip Nevada City, CA 95959

City, St, Zip Berkeley, California 94704

Attn: Kyle Smith

Attn: Bruce Brubaker

Email: kyle.smith@co.nevada.ca.us

Email: bbrubaker@PlaceWorks, Inc..com

Phone: 530-265-1610

Phone: 510-848-3815

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.

Executed as of the day first above stated:

**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 effective on the Beginning Date, above.

**COUNTY OF NEVADA:**

By:

  
Dan Miller (Jul 14, 2021 08:59 PDT)

Date: Jul 14, 2021

Printed Name/Title: Honorable Dan Miller, Chair, of the Board of Supervisors

By:



Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

**CONTRACTOR: PlaceWorks, Inc.**

By:

  
Randy Jackson (Jul 12, 2021 13:22 PDT)

Date: Jul 12, 2021

Name: Randal W. Jackson

\* Title: President

By:

  
Keith McCann (Jul 12, 2021 13:50 PDT)

Date: Jul 12, 2021

Name: Keith McCann

\* Title: CEO/CFO

***\*If Consultant is a corporation, this agreement 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

## EXHIBIT A

### SCHEDULE OF SERVICES

Subject to the terms and conditions set forth in this Contract, Consultant shall provide the services described in Exhibit A and RFP No. 141424, **South County Area Plan Preparation** and Consultant's response to said document. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.

#### 1. Project Initiation and Administration

##### 1.1 Work Plan Development

PlaceWorks, Inc. will refine this work plan in coordination with County staff, and will consider any needed changes to tasks, deliverables, and the project schedule. The refined work plan will be submitted to the MAC at the project kickoff meeting in Task 1.2 for review and discussion.

Deliverables:

- Work plan and project schedule development and finalization.
- Schedule conference calls and meetings with County staff.

##### 1.2 Kick- Off Meeting

PlaceWorks, Inc. will conduct three separate kick-off meetings for the project: with County staff, with the MAC, and with the general public. The public meeting will be the first of the four public meetings described in Task 2.4. PlaceWorks, Inc. will:

- Review the proposed work plan, deliverables, meetings, and schedule.
- Discuss the boundaries of the proposed planning area.
- Determine consultation and coordination regarding the Area Plan update with appropriate governmental and non-governmental entities, including California Native American Tribes.
- Review available data.
- Identify a typical review schedule for work products and a method which comments should be compiled.
- Discuss the community's vision and key concerns regarding the South County area.

Deliverables:

- Kick-Off Meetings and Meeting Summaries.
- Final Work Plan and Schedule of Deliverables as a result of Kick-Off Meeting discussions.

##### 1.3 Project Administration and Management

PlaceWorks, Inc., in coordination with County staff, will provide administrative support to accomplish necessary program management activities to complete this work plan. The budget for this task also accounts for ongoing, internal administrative tasks required to successfully complete the project, including team coordination, delegation, and managing workflow.

Deliverables:

- Maintain project performance and schedule.

#### 2. Public Engagement and Outreach

##### 2.1 Public Engagement and Outreach Strategy

PlaceWorks, Inc. will draft a Public Engagement and Outreach Strategy that provides for meaningful and inclusive community engagement to gather input from residents, property owners, businesses, and community groups. While County staff will assist with community engagement, PlaceWorks, Inc. will take the lead on all engagement efforts, including creating a project website, producing all engagement materials, and facilitating all meetings.

The Public Engagement and Outreach Strategy will explain how PlaceWorks, Inc. and the County will alert interested parties of key timeframes for providing input, demonstrate that input was heard, provide proposed alternatives, and identify when decisions are anticipated.

Given concerns about the COVID-19 pandemic, the Public Engagement and Outreach Strategy will provide for a mix of online engagement and in-person meetings to gather public input. Online engagement methods will allow for participation by all parties at the outset of the project, as the pandemic (hopefully) comes to a close, and will also remain in place throughout the project to encourage participation by community members who have limited time to engage in the plan development process. In-person engagement will also occur, both at formal meetings and at “pop-up” events held in person around the community, all conducted safely following required COVID protocols.

As part of this task, PlaceWorks, Inc. will create a lively and informative South County Area Plan website that will be updated on a consistent basis during the project.

The website and all publicly available documentation will be ADA compliant in accordance with Section 508 of the Americans with Disabilities Act (ADA).

**Deliverables:**

- Public Engagement and Outreach Strategy document.
- Develop and maintain a South County Area Plan Website (including set up and maintenance for the duration of the project).

## **2.2 Stakeholder Interviews**

PlaceWorks, Inc. will conduct stakeholder interviews with up to 20 identified stakeholders, County Board, and Commission members to complement data provided or collected by request. At the outset of this task, PlaceWorks, Inc. will work with County staff to develop a list of stakeholders to be interviewed and their contact information. PlaceWorks, Inc. will also develop a set of interview questions for County staff approval. PlaceWorks, Inc. will then conduct the interviews by phone, Zoom, or in person, as appropriate. Some of these interviews may include multiple participants, if appropriate. County staff may attend the interviews if PlaceWorks, Inc. and County staff together decide that interviewees will be candid with staff present.

**Deliverables:**

- Summary document with attachments that contains information on all meetings derived from Task 6.2.2 including but not limited to names of interviewees, meeting notices, agendas, minutes, handout materials, maps, presentation and any other items to accomplish the study objectives.

## **2.3 Municipal Advisory Council Meetings**

PlaceWorks, Inc. will conduct six MAC meetings to solicit input from MAC members. PlaceWorks, Inc. will serve as the lead facilitator for all meetings, including chairing the meetings, scheduling the meetings, managing all logistics for the meetings, ensuring applicable resource materials are provided to the MAC, coordinating presentations and expert presentations to the MAC, and communicating and coordinating MAC members and meeting schedules.

**Deliverables:**

- Summary document with attachments that contains information on all meetings derived from Task 6.2.4 including but not limited to names of interviewees, meeting notices, agendas, minutes, handout materials, maps, presentation and any other items to accomplish the study objectives.

## **2.4 Public Meetings**

PlaceWorks, Inc. will conduct four public meetings, which may take the form of community workshops, charrettes, open houses, or online public engagements to solicit input from the general public. PlaceWorks, Inc. will serve as the lead facilitator for all activities. PlaceWorks, Inc. will also be responsible for scheduling the meetings, managing all logistics for the meetings, ensuring applicable resource materials are available to the public, and coordinating presentations. We propose the following four meetings, subject to discussion with County staff and the MAC:

**Public Meeting #1: Kickoff.** At this meeting, County staff and PlaceWorks, Inc. will present the goals of the project and the timeline. Community members will also have a chance to identify issues and opportunities for the Planning Area. The draft Planning Area boundary will be shown and comments received regarding expansion or contraction of the boundary.

**Public Meeting #2: Existing Conditions and Opportunities.** At this meeting, PlaceWorks, Inc. will host an interactive platform for community members to review findings from the existing conditions work in Task 3.2. Opportunities for change and improvement will also be presented and discussed.

**Public Meeting #3: Plan Elements.** In this meeting, PlaceWorks, Inc. will present draft concepts and options developed from input in previous meetings, for consideration for the Area Plan. Community members will be able to review concepts, discuss amongst themselves, and state preferences. This may be accomplished through a display program like Mentimeter or equivalent, which allows community members to express and review preferences in real time during the workshop.

**Public Meeting #4: Draft Plan.** This meeting will be an opportunity for community members to review the draft Area Plan and comment on any concepts, goals, or policies that they feel need adjusting. It will also be an opportunity for community members to set priorities for implementation.

**Deliverables:**

- Summary document with attachments that contains information on all meetings derived from Task 6.2.5 including but not limited to names of interviewees, meeting notices, agendas, minutes, handout materials, maps, presentation and any other items to accomplish the study objectives.

## **2.5 ADDITIONAL TASK A: Pop Up Events**

PlaceWorks, Inc. will facilitate up to two “pop-up” workshops at already scheduled community events, such as a Bear River High School event, Art de Jour at Higgins Plaza, or other events. It is assumed these pop-up events will be coordinated and held on the same day as other meetings, such as MAC meetings. For these pop-ups, PlaceWorks, Inc. staff will set up a table with eye-catching graphics to intercept and interview passersby. This will inform community members of the South County Area Plan process as well as solicit input from people who may not engage in community meetings.

## **3. Data Collection and Analysis**

### **3.1 Study Area Identification**

PlaceWorks, Inc. will draw from input received from the community, County staff, the MAC, and the Board of Supervisors to define the planning area for the South County Area Plan. The Planning Area will include the entire planning area for the previously adopted Higgins Corner Area Plan as well as surrounding areas with a nexus of culture and commerce to the

Higgins Corner/Lake of the Pines Village Center and Community Region. The draft Planning Area will be reviewed during the first public meeting and will be finalized after that meeting, prior to embarking on the Existing Conditions memo in Task 3.2.

**Deliverables:**

- Digital and paper copies of the South County Area Plan Study Area.
- Summary document with attachments that contains information on all meetings derived from Task 6.3.1 including but not limited to names of participants, meeting notices, agendas, minutes, handout materials, maps, presentation and any other items to accomplish the study objectives.

### **3.2 Existing Conditions Analysis**

The PlaceWorks, Inc. team will evaluate the existing physical and regulatory conditions in the identified project planning area. PlaceWorks, Inc. will provide a series of memos on separate topics. These will include:

- **Land Use.** This section will describe existing land uses in the Planning Area and will summarize current General Plan designations and zoning. It will include a section on housing with the number of existing affordable and market-rate dwelling units and physical conditions, including structures in poor or deteriorating condition. PlaceWorks, Inc. will work with the County to access geographic information system (GIS) data to identify existing land use and structures. Using information from the County's Housing Element and an on-site windshield survey, existing conditions will be summarized to the extent visible.
- **Environmental Conditions.** This section will include areas of known soil or groundwater contamination. PlaceWorks, Inc. will review Regional Water Quality Control Board (RWQCB) Geotracker and Department of Toxic Substances Control (DTSC) Envirostor for sites within the Planning Area that are being investigated or need further evaluation.
- **Urban Form and Community Character.** Existing character-defining elements, historic resources (using existing documentation), natural and built landmarks, and prized views will be summarized and described in this section.
- **Development Potential.** This will include pending and approved development projects as well as planned public and private infrastructure or open space improvement projects. Key opportunity sites will be identified.
- **Mobility.** This section will include a description of the vehicle circulation network; existing and planned bicycle and pedestrian facilities; and transit lines, including transit stops.

**Deliverables:**

- Existing Conditions Technical Memorandum.

### **3.3 Fiscal, Market, and Economic Analysis**

PlaceWorks, Inc.' chief economist, Steve Gunnells, will assess the potential market demand for existing and new development in the Planning Area. The market analysis will focus on the demand for non-residential uses in the Higgins Corner/Lake of the Pines Village Center to serve the regular shopping and services needs of area residents and visitors. The market analysis will also provide guidance on the potential market for residential uses in the Planning Area. The market assessment is intended to inform the land use planning process and public engagement.

In addition to the market assessment, PlaceWorks, Inc. will prepare a fiscal analysis of the preferred land use plan. The fiscal analysis will quantify the change in net county costs that can be expected from buildout of the land use plan. In addition to the County's budget, the fiscal analysis will also assess potential revenues accruing to other relevant public agencies. Finally, the analysis will assess the impact on the jobs/housing ratio, update of existing demographic and employment data, examine how changing demographics and projections may affect the ongoing development and evolution of the project planning area, identify key trends in growth and community development that may impact the project planning area,

and identify the Planning Area's key industries and employers based on publicly available data.

PlaceWorks, Inc. will provide the market analysis in a technical memorandum as part of the existing conditions analysis. We will provide the fiscal analysis as a technical memorandum upon completion of the final draft plan.

Deliverables:

- Fiscal, Market, and Economic Analysis Technical Memorandums.

### **3.4 Traffic Analysis**

TJKM will conduct traffic analysis to evaluate the impacts of the South County Area Plan on the County transportation infrastructure and connectivity to services, schools, and transit. We will identify the study area for evaluation. The analysis will include vehicle miles traveled (VMT) analysis for motor vehicles and an analysis of transit, bicycle, and pedestrian modes. Based on the study area identified, we will collect the existing daily traffic volumes from the County and/or other agencies. If traffic volumes are not available, our team will collect the data out in the field and we have identified the level of effort for collecting the data in the field as an optional item.

Using the Nevada County Travel Demand Model, we will project the travel demands under Existing, Near-Term, and Future Conditions for all modes of transportation. Our team members updated the County Travel Demand Model recently and are very familiar with the model. Using the Travel Demand Model daily traffic on the transportation infrastructure for the analysis years will be forecasted under No Build conditions. The Travel Demand Model will be updated to incorporate the land uses and infrastructure improvements proposed under the South County Area Plan. The updated model will be used to forecast the travel demands for future years under Build Conditions. Based on the projected demands, impacts to the roadway infrastructure will be identified. Improvements will be identified for the roadways projected to be impacted.

A Technical Memorandum summarizing the analysis will be prepared and submitted for review and approval.

The Existing Conditions Analysis will be provided as a draft to County staff for review and revision, and then to the MAC for presentation and review. If necessary, the memos will be adjusted to address MAC comments. The memo will be made available on the website and will be used as a resource throughout the process.

Deliverables:

- Traffic Analysis Technical Memorandum.

### **3.5 ADDITIONAL TASK B: Design and Development Districts**

PlaceWorks, Inc. will review the Planning Area and create Design and Development Districts as appropriate. For each district, the Existing Conditions Analysis will use input from stakeholders and the MAC to identify specific design and development character elements. These will be presented through maps, text, and photos.

## **4. Plan Development and Approval**

### **4.1 Prepare Draft Plan**

PlaceWorks, Inc. will draw from input received from the community, stakeholders, County staff, and the MAC to develop the Draft Area Plan. This task will include several steps.

Concepts Development. PlaceWorks, Inc. will start developing draft concepts and strategies after Community Meeting 2. These may take many forms, including, for example, Planning Area-wide concepts for circulation, development concepts for a particular opportunity site, architectural guidelines to reinforce character, or written strategies to address issues such as safety or view preservation. The concepts will be tailored to the Design and Development Districts, as described in Task 3.2. District-specific strategies, standards, or guidelines will be proposed for each district, as appropriate.

Draft Plan Elements. Following review by County staff and the MAC, PlaceWorks, Inc. will refine the concepts and strategies and incorporate into draft Plan Elements suitable for review by the community in Community Meeting 3.

Administrative Draft Plan. PlaceWorks, Inc. will incorporate community and MAC comments and create an Administrative Draft Area Plan. This draft will be reviewed by County staff and the MAC prior to release to the public. The Area Plan will be formatted following the example of the recently completed Penn Valley and Soda Springs Area Plans. Based on those examples and the key issues facing South County, PlaceWorks, Inc. anticipates that the Area Plan will include the following topics, which are based on the existing plan with additional sections:

- Introduction
- Land Use
- Economic Development
- Public Facilities – including water, fire, sewage, drainage, parks and recreation, and circulation
- Design Goals, Guidelines, and Standards
- Plan Implementation
- Appendices – anticipated to include information on all stakeholder, MAC, and public meetings held during the planning process

Each of the sections will describe issues confronting the Planning Area along with ways to address each issue with goals, policies, strategies, and in some cases, proposals for improvements.

Public Review Draft Plan. Following review by County staff and the MAC, PlaceWorks, Inc. will revise the Administrative Draft Plan as necessary and create a Public Review Draft of the Area Plan, which will be reviewed by the community in Public Meeting #4.

**Deliverables:**

- Digital copies of the Draft South County Area Plan with Appendices.
- Summary document with attachments that contains information on all meetings derived from Task 6.4.1 including but not limited to names of participants, meeting notices, agendas, minutes, handout materials, maps, presentation and any other items to accomplish the study objectives.

#### **4.2 Review Draft Elements**

The Contractor will utilize MAC meetings and public meetings to review draft elements with County staff, the MAC, and the general public in an iterative manner as elements or sections are completed before presenting the entire draft plan at Public Meeting #4.

**Deliverables:**

- Digital and paper copies of the Draft South County Area Plan with Appendices.
- Summary document with attachments that contains information on all meetings derived from Task 4.2 including but not limited to names of participants, meeting notices, agendas, minutes, handout materials, maps, presentation and any other items to accomplish the study objectives.

#### **4.3 Assemble Final Plan and Seek Approvals**

As described in Task 4.2, PlaceWorks, Inc. will refine the Area Plan based on input from Task 4.2 to create a complete Final Draft Area Plan.

PlaceWorks, Inc. will then work with County staff to present the Final Draft Area Plan during public meetings to the MAC, the Planning Commission, and the Board of Supervisors. PlaceWorks, Inc. will develop a standardized presentation for these meetings, which may also be used by County staff to make additional presentations to advisory boards, commissions, and community-based organizations.

**Deliverables:**

- Final South County Area Plan with Appendices.
- Summary document with attachments that contains information on all meetings derived from Task 4.3 including but not limited to names of participants, meeting notices, agendas, minutes, handout materials, maps, presentation and any other items to accomplish the study objectives.
- Facilitation of County Agency, Planning Commission, and Board of Supervisors review.

**4.4 Plan Distribution**

PlaceWorks, Inc. will work with County staff to finalize the plan and communicate final revisions to the document to elected and appointed officials in the County.

As part of this task, PlaceWorks, Inc. will create an Executive Summary of the Area Plan designed for public consumption.

When the project is 100 percent complete, PlaceWorks, Inc. will assemble all project files and documents and transmit them to the County.

**Deliverables:**

- One digital and twelve (12) original copies of the Final Area Plan and Technical Documentation.
- Executive Summary of the Area Plan document, designed for public consumption.
- Digital copies of all project files, packaged on an external hard drive or transmitted via the County FTP site.

## EXHIBIT B

### SCHEDULE OF CHARGES AND PAYMENTS

#### Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is only authorized with proof of receipts for all associated costs. Mileage, hotel and meals will only be reimbursed at the Federal Per Diem rates for California Northern Region. 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 the Contractor.

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

#### Payment Schedule:

Payment will be made in accordance with associated hours and hourly rates shown in the below tables.

Name	BRUBAKER Principal	SHEPPARD Associate II	EARLY Advisor	PlaceWorks, Inc. GUNNELLS Associate Principal	CLENDENING Associate Principal	DEOKULE Associate I	WOODRUFF Designer
Title							
Rate Per Hour	\$220.00 per hour	\$135.00 per hour	\$290.00 per hour	\$220.00 per hour	\$195.00 per hour	\$125.00 per hour	\$120.00 per hour
	Hours	Hours	Hours	Hours	Hours	Hours	Hours
<b>TASK 1 PROJECT INITIATION AND ADMINISTRATION</b>							
Task 1.1 Work Plan Development	6	6					
Task 1.2 Kick-off Meetings	9	20	4	6		8	
Task 1.3 Project Administration and Management	10	22					
<b>TOTAL ALL TASK 1</b>	<b>25</b>	<b>48</b>	<b>4</b>	<b>6</b>	<b>0</b>	<b>8</b>	<b>0</b>
<b>TASK 2 PUBLIC ENGAGEMENT AND OUTREACH</b>							
Task 2.1 Public Engagement and Outreach Strategy	8	16					
Task 2.2 Stakeholder Interviews	18	30	2	8		2	
Task 2.3 Municipal Advisory Council Meetings	8	20	4	2		4	
Task 2.4 Public Meetings	28	110				30	16
<b>TOTAL ALL TASK 2</b>	<b>62</b>	<b>176</b>	<b>6</b>	<b>10</b>	<b>0</b>	<b>36</b>	<b>16</b>
<b>TASK 3 DATA COLLECTION AND ANALYSIS</b>							
Task 3.1 Study Area Identification	8	8				14	
Task 3.2 Existing Conditions Analysis	12	30		12	8	34	34
Task 3.3 Fiscal, Market, and Economic Analysis	4	4		40			
Task 3.4 Traffic Analysis	4	4					
<b>TOTAL ALL TASK 3</b>	<b>28</b>	<b>46</b>	<b>0</b>	<b>52</b>	<b>8</b>	<b>48</b>	<b>34</b>
<b>TASK 4 PLAN DEVELOPMENT AND APPROVAL</b>							
Task 4.1 Prepare Draft Plan	20	52	4	20		92	92
Task 4.2 Review Draft Elements	12	24				12	
Task 4.3 Assemble Final Plan and Seek Approvals	10	16	4			20	20
Task 4.4 Plan Distribution	6	10					
<b>TOTAL ALL TASK 4</b>	<b>48</b>	<b>102</b>	<b>8</b>	<b>20</b>	<b>0</b>	<b>124</b>	<b>112</b>
Reimbursables							
Traffic Counts (Optional Task)							
<b>TOTAL ALL TASKS (not including optional task)</b>	<b>163.00</b>	<b>372.00</b>	<b>18.00</b>	<b>88.00</b>	<b>8.00</b>	<b>216.00</b>	<b>162.00</b>

[illegible]

PROJECT STAFF - LABOR COSTS						
LABOR		HOURS	RATE	TOTAL		
<input checked="" type="checkbox"/> Loaded Rates (indirect costs included in the hourly rate)						
<input type="checkbox"/> Actual Rates (overhead listed below)						
<input type="checkbox"/> Other (describe):						
Job Title/Classification:	Principal in Charge/AP	163 @	\$220 =	\$	35,860.00	
	Project Manager/Assoc II	372 @	\$135 =	\$	50,220.00	
	Senior Advisor	18 @	\$290 =	\$	5,220.00	
	Chief Economist	88 @	\$220 =	\$	19,360.00	
	Associate Principal	8 @	\$195 =	\$	1,560.00	
	Associate I	216 @	\$125 =	\$	27,000.00	
	Designer	162 @	\$120 =	\$	19,440.00	
	Planner	34 @	\$85 =	\$	2,890.00	
	Graphics	64 @	\$115 =	\$	7,360.00	
Sub-Totals:		1125 @	\$1,505 =	\$	168,910.00	
SUBCONTRACTOR(S)						
LABOR		HOURS	RATE	TOTAL		
<input checked="" type="checkbox"/> Loaded Rates (indirect costs included in the hourly rate)						
<input type="checkbox"/> Actual Rates (overhead listed below)						
<input type="checkbox"/> Other (describe):						
	Project Manager	12 @	252.38 =	\$	3,028.56	
	Task Lead	40 @	206.78 =	\$	8,271.20	
	Transportation Manager	54 @	109.23 =	\$	5,898.42	
	Transportation Planner	40 @	128.31 =	\$	5,132.40	
OTHER	Other costs (describe )			\$	5,000.00	
Sub-Totals:		146	=	\$	27,330.58	
INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)						
		VARIABLE	RATE	TOTAL		
Overhead Rate (general and administrative )		@	=	\$	-	
Fringe Benefits		@	=	\$	-	
Sub-Totals:				\$	-	
DIRECT COSTS (OTHER THAN LABOR )						
Travel Costs		@	=	\$	3,200.00	
Insert description(s) including number of trips and summary of costs.						
Equipment and Supplies (Itemized)		@	=	\$	-	
Insert description(s) including reason for product or service to be purchased.						
Other Direct Costs (Itemized)		@	=	\$	-	
Insert description(s) including item summary, and purpose/use						
Sub-Totals:				\$	3,200.00	
TOTALS:				\$	199,440.58	

## Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by the County project manager(s).

Submit all invoices to:

Nevada County  
Planning Department  
Address: 950 Maidu Avenue, Suite 170  
City, St, Zip Nevada City, CA 95959  
Attn: Kyle Smith  
Email: kyle.smith@co.nevada.ca.us  
Phone: 530-265-1610

## Payment Schedule

Payments for services will be disbursed based on monthly invoices for services provided. Contractor must send invoice to County. Each invoice shall include:

- Contract number
- Title of approved project scope
- Dates of services
- Activities performed and associated task
- Total number of hours worked
- Name and job title of staff who completed the work
- If billing for direct costs, define what the cost is for
- Travel (if applicable) itemized with copies of receipts.

The 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 the 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 the Contractor, its agents, representatives, or employees.

Coverage shall be at least as broad as:

- i. **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 **\$2,000,000** 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.
- vi. **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 **\$300,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
- vii. **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. (Not required if contractor provides written verification it has no employees).
- x. **Professional Liability (Errors and Omissions)** Insurance covering design and engineering error and omission with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

#### **Other Insurance Provisions:**

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

- i. **Additional Insured Status: The 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 the 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 the 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.)
- ii. **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. **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 the County of Nevada.
- iv. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or 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.

- v. **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.
- vi. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. 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. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- vii. **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 the County.
- viii. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
  - a. 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, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- ix. **Verification of Coverage** Contractor shall furnish the 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 the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- x. **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.
- xi. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- xii. **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 the County as noted above. In no cases shall the types of policies be different.

- xiii. **Premium Payments** The insurance companies shall have no recourse against the 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.
- xiv. **Material Breach** Failure of the 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.
- xv. **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 a 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..

Contractor Name PlaceWorks, Inc.

Description of Services South County Area Plan

**SUMMARY OF MATERIAL TERMS**

Max Annual Price: \$199,441 Max Multi-Year Price: \$199,441  
Contract Start Date: 7/15/2021 Contract End Date: 12/31/2022  
Liquidated Damages: N/A

**INSURANCE POLICIES**

Designate all required policies:

		Req'd
Commercial General Liability	(\$1,000,000)	<u>x</u>
Automobile Liability	(\$300,000)	<u>x</u>
Worker's Compensation	(Statutory Limits)	<u>x</u>
Employers Liability	(\$1,000,000)	<u>x</u>
Professional Errors and Omissions	(\$2,000,000)	<u>x</u>

**LICENSES AND PREVAILING WAGES**

Designate all required licenses: N/A

**NOTICE & IDENTIFICATION**

**COUNTY OF NEVADA:**

Nevada County  
Planning Department

**CONTRACTOR:**

PlaceWorks, Inc.

Address: 950 Maidu Avenue, Suite 170

Address 2040 Bancroft Way, Suite 400

City, St, Zip Nevada City, CA 95959

City, St, Zip Berkeley, California 94704

Attn: Kyle Smith

Attn: Bruce Brubaker

Email: kyle.smith@co.nevada.ca.us

Email: bbrubaker@PlaceWorks, Inc..com

Phone: 530-265-1610

Phone: 510-848-3815

**Contractor is a:** (check all that apply)

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

Non- Profit ☐ Corp ☐ Yes ☒ No

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