



REQUEST FOR PROPOSALS (RFP)

**Professional Services
for
SB 2 Planning Grants Program Implementation
Accessory Dwelling Unit ("ADU") Plans
and
ADU Idea Book**

**RFP Publication Date:
January 23, 2023**

**RFP Submission Deadline Date:
February 28, 2023 at 5:00PM**

Issued by:

County of Plumas
Planning Department
555 Main Street
Quincy, CA 95971

TABLE OF CONTENTS

1. INTRODUCTION..... 1

2. BACKGROUND AND PROJECT SCOPE..... 1

3. CONTRACTUAL INFORMATION..... 2

4. CONTENT AND FORMAT FOR PROPOSALS 2

5. SELECTION PROCESS AND EVALUATION CRITERIA..... 5

6. PROCUREMENT SCHEDULE..... 5

**7. COUNTY CONTACT INFORMATION AND REQUESTS FOR
CLARIFICATION 6**

8. COUNTY NOTICES / PROCUREMENT PROCEDURES..... 6

9. DISCLOSURE OF INFORMATION..... 7

APPENDICES

- APPENDIX A. PLUMAS COUNTY STANDARD PROFESSIONAL
SERVICES AGREEMENT**
- APPENDIX B. SB 2 HCD GRANT AGREEMENT**
- APPENDIX C. SB 2 WORK PLAN TASKS A - D, BUDGET, SCHEDULE**

1. INTRODUCTION

The County of Plumas ("County"), Planning Department, invites qualified respondents to reply to this Request for Proposals ("RFP") to provide professional services for the design and development of Accessory Dwelling Unit ("ADU") plans and an ADU Idea Book.

2. BACKGROUND AND PROJECT SCOPE

The Legislative Housing Package signed by Governor Brown in 2017 was intended to address California's housing shortage and high housing costs. The Legislative Housing Package included 15 bills, one of which was Senate Bill 2, Building Homes and Jobs Act, that implemented a fee on the recording of real estate documents. The recording fee provides the necessary funding to local governments in California to prepare, adopt, and implement plans to streamline housing approvals and accelerate housing production.

In 2019, Plumas County applied for SB 2 planning grant funds from the State Department of Housing and Community Development (HCD) and subsequently was awarded in January 2020.

Plumas County is committed to breaking down barriers to the development of affordable housing through the preparation and availability of pre-plan checked and approved ADU construction plans, which will speed up the permit approval process. County residents are generally not aware of the opportunity to construct an ADU on their property.

Plumas County Code Sec. 9-2.201.1 defines ADUs as follows:

"Accessory dwelling unit" shall mean an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit shall also include an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code and a manufactured home, as defined in Section 18007 of the Health and Safety Code.

An accessory dwelling unit shall either be attached to the existing dwelling unit, or located within the living area of the existing dwelling unit or detached from the existing dwelling unit and located on the same property as the existing dwelling unit. The increased floor area of an attached accessory dwelling unit shall not exceed fifty (50%) percent of the existing living area, with a maximum increase in floor area of 1,200 square feet. The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet, excluding garages or any accessory structure. No passageway from any street to an entrance of the accessory dwelling unit shall be required. (§ 1(Exh. A), Ord. 2019-1121 , adopted October 15, 2019)

The project scope includes:

- A. Development of complete construction plans meeting 2022 Residential Building Code / Title 24 for up to four (4) ADU designs ranging in size from 600 sq. ft. to no more than 1,200 sq. ft. of living space, with up to four (4) different exterior elevations. The construction documents will be pre-plan checked by the County Building Department and permit ready.
- B. Development of an ADU Idea Book to provide information to the public, including, but not be limited to:
 - ADU floorplan options, specifications, and elevations;
 - inspirational color graphics; and
 - description (in simple terms) of what an ADU is, why build an ADU, and how to get started with the permitting and development process.

3. CONTRACTUAL INFORMATION

The successful respondent will be required to enter into an agreement with the County for services requested in this RFP. The County intends to enter into an agreement that will include the terms appropriate for this project and will substantially be in the form of the County's standard Services Agreement (Appendix A). Therefore, respondents must be prepared to use the County's standard Services Agreement. Once the County has noticed the selected respondent, a meeting will be scheduled with the County where the terms will be confirmed before the execution of the Services Agreement. Additionally, respondents should be aware and adhere to the terms in the Standard Agreement between the County and HCD (Appendix B), as applicable, regarding the County's award and funding of this project.

4. CONTENT AND FORMAT FOR PROPOSALS

Responses to this RFP must be made according to the requirements set forth in this section. Failure to adhere to these requirements may be grounds for disqualification of the proposal submittal.

The proposal must be formatted for 8-1/2" x 11" sheet size. 11" x 17" sheet size may be used for charts, figures, or maps, as appropriate.

Text should be 12-point in size, any font.

The County must receive all proposal submissions in electronic format (.pdf) by email with subject line "Plumas County RFP SB 2 Planning Grants Program" on or before February 28, 2023 5:00 PM to:

Plumas County Planning Department
Tim Evans, Senior Planner
timevans@countyofplumas.com

Submissions shall include the following information, in the order listed, in a clear and concise format.

A. Cover Letter. Shall be a maximum of two (2) pages and shall include:

- Name and address of the respondent submitting the proposal;
- Name, address, and telephone number of the respondent's authorized signatory;
- Signature by the respondent's authorized signatory;
- List of sub-consultants included in the team, if any; and
- Statement that the proposal is valid for 90 days after the submission deadline.

B. Table of Contents. Shall be an outline of the RFP submittal, identified by sequential page number, section reference number, and section title, as described therein. No page limit.

C. Project Work Plan, Schedule, and Budget.

The following shall be a maximum of ten (10) pages describing and including the following sections:

- **Project Understanding and ADU Unique Issues for Rural Counties.** (Maximum 3 pages). Shall provide a summary of the proposed technical approach to the project which demonstrates the respondent's understanding and ability to address the project requirements. Shall discuss the unique issues and characteristics of a rural county and how the design of the ADUs, elevations for example, will address the rural nature of Plumas County.
- **Work Plan Overview and Recommendations.** (Maximum 3 pages). Shall provide a narrative discussion of the HCD Grant Agreement pre-negotiated Work Plan (see Exhibit C-1) and a detailed description of the manner in which each task of the project will be accomplished along with any recommendations the respondent may have regarding successful execution of the project.
- **Budget Justification.** (Maximum 2 pages). Shall confirm performance of Work Plan with HCD Grant Agreement pre-negotiated Budget of \$103,000 (see Exhibit C-2) with costs for deliverables, by category, and provide a budget justification discussing all team members, their roles, and estimated budget distribution.
- **Schedule Discussion.** (Maximum 2 pages). Shall confirm performance of Work Plan with HCD Grant Agreement pre-negotiated Schedule durations (see Exhibit C-3), with respondent to propose start and end dates for

deliverables, by category, and provide a narrative of schedule dependencies for project success. Note, project end date of September 30, 2023.

D. Respondent's Experience Summary. Shall be a maximum of eight (8) pages (not including resumes and organization chart) and include the following sections:

- **Team Organization Chart and Leadership.** (1 page of text plus organization chart). Shall provide an organization chart describing the entire team, responsibilities by team member, and project leadership. Also, shall include a narrative discussing team organization and management.
- **Relevant Project Experience and Client References.** (Maximum 6 pages). Shall provide a list of projects of similar complexity and scale including the project title, the client, the respondent's role, the respondent's budget, the total project budget, a project summary demonstrating the respondent's experience in carrying out the project tasks, and a client reference involved with project oversight. Preferable projects listed would be from government agencies wherein similar services were performed. A key item to demonstrate is evidence of successfully completing projects on time and on budget. For each project client reference, the name, address, title, telephone number, and email address must be provided.
- **Resumes.** Each resume shall be a maximum of two (2) pages and shall be provided for all key personnel identified on the organization chart. Resumes shall describe related ongoing and past projects completed, specifically providing narratives illustrating the respondent's experience in developing and completing tasks for similar projects.

E. Respondent's Credentials. The respondent shall provide documentation of applicable credentials.

F. Sample Deliverable. Shall include up to three (3) sample deliverable(s) the respondent has recently completed for similar projects. Sample must be work in which the key personnel on the respondent's team had a major role demonstrating typical work product quality. A brief description of the sample deliverable shall be contained in the body of the submission and the sample deliverable document shall be an appendix to the respondent's proposal.

G. Billing Rates. Shall provide a current billing rate schedule for all team members listed on the Organizational Chart.

H. Conflict of Interest. Shall provide a statement that discloses any past, on-going, or potential conflicts of interest that the respondent, respondent's team, or individual(s) associated may have because of performing work in response to this RFP.

I. Exception(s) to the Professional Service Agreement. List any/all exception(s) to the County’s Professional Service Agreement (see Appendix A).

5. SELECTION PROCESS AND EVALUATION CRITERIA

The project evaluation panel will include representatives from Plumas County and will review and score proposals using the following evaluation criteria and points.

Criteria	Points
Technical Approach and Understanding of Project	50
Respondent’s Qualifications, Background, and Experience Performing Similar Projects	25
Budget Justification	15
Approach to Meeting Project Schedule	10
Total Maximum Points	100

Based on proposal scoring, up to three (3) respondents will be invited to an in-person interview where respondents will be asked to make a short presentation and answer a set of interview questions. The respondent with the overall highest score from the proposal review and interview process will be selected to negotiate a Service Agreement (Appendix A) with the County. The County may discuss proposal(s) with one or more respondents and negotiate modifications as a part of the selection process.

6. PROCUREMENT SCHEDULE

Event	Date/Time (Subject to Change)
RFP publication	January 23, 2023
Deadline to submit RFP questions to County	February 6, 2023, 5:00PM
County RFP Addendum posted to County website	February 8, 2023, 8:00AM
RFP submission deadline	February 28, 2023, 5:00PM
Preliminary evaluation and ranking of submittals	March 1-3, 2023
Interviews	March 6-10, 2023
Notice to selected respondent(s)	March 13, 2023
Service Agreement executed	April 4, 2023, Board of Supervisors Meeting

7. COUNTY CONTACT INFORMATION AND REQUESTS FOR CLARIFICATION

Any and all communication regarding this solicitation shall be submitted in writing by email and directed to:

Tim Evans, Senior Planner
timevans@countyofplumas.com

Do not contact other Plumas County employees or Board of Supervisors.

Questions and requests for clarification may only be submitted by email. Phone inquiries will not be answered. All questions and requests for clarification shall be submitted **no later than February 28, 2023 by 5:00PM** to timevans@countyofplumas.com.

To ensure all respondents receive consistent information, the County will provide one set of answers and clarifications by posting a RFP Addendum **by 8:00AM on February 8, 2023** on the County's website at:

- <https://www.plumascounty.us/Bids.aspx?CatID=16>
- <https://www.plumascounty.us/89/Planning-Department>

It is the responsibility of all interested parties to access the County's website for the information.

8. COUNTY NOTICES / PROCUREMENT PROCEDURES

All respondents to this RFP should note the following:

- a) The selected respondent is expected to perform and complete the project in its entirety and within the timeframes identified in the RFP.
- b) Any and all costs arising from development and delivery of a response to this RFP incurred by any proposing respondent shall be borne by the respondent without reimbursement by the County.
- c) The selected respondent shall remain an independent contractor and is not a representative or employee of the County. The respondent agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to the agreement. The respondent shall commit to maintaining all pertinent licenses and certifications throughout the course of the agreement.
- d) The opening of proposals in response to this solicitation is not subject to attendance by the general public.
- e) The successful respondent must be prepared to begin work promptly following execution of the standard Services Agreement.
- f) Issuance of this solicitation in no way constitutes commitment by the County to award an agreement. If the County determines it is in its best interest to do so, the County may not select a respondent or execute an agreement.

- g) The County reserves the right to request additional information from respondents that have submitted a response to this solicitation.
- h) The County reserves the right to award one or more Contracts to one or more Respondents as a result of this RFP.
- i) The County reserves the right to reject any or all of the submittals, may waive any irregularities in proposals and their submittal which may be advantageous to the County, and is not liable for any costs of preparation and submittal of proposals, including any presentations made to the County.
- j) The County may cancel or amend this solicitation at any time and may submit similar solicitations in the future.
- k) The County may reject any submittal that does not meet all of the mandatory requirements of this solicitation.
- l) The County may request clarification of any submitted information, may request additional information on any or all responses provided, and may waive minor inconsistencies deemed to be irrelevant.
- m) The withdrawal of any submittal by a respondent must be made in writing prior to the required submission date and time, and must be signed by the respondent. An error in a submission may cause the rejection of that submittal. However, the respondent may reissue a new or modified submittal prior to the date and time required for submission.

9. DISCLOSURE OF INFORMATION

All information and materials submitted to Plumas County in response to this RFP may be reproduced by the County for the purpose of providing copies to authorized personnel involved in the evaluation of the proposals but shall be exempt from public inspection under the California Public Records Act (PRA) until such time as an agreement(s) is/are executed. Once an agreement(s) is/are executed, proposals submitted in response to this RFP are subject to public disclosure as required by law. Respondents' submission of a proposal is considered their consent to the County's disclosure of the proposal. Plumas County shall not be liable for disclosure of any information or records related to this procurement.

Appendix A.
Plumas County Standard Professional Services Agreement

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **[Name of Department]** (hereinafter referred to as "County"), and _____, a _____ [Form of Entity, e.g., "a California corporation" or "an individual"] (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed _____ Dollars (\$_____).
3. Term. The term of this agreement shall be from _____, 20__ through _____, 20__, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).

- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such

excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

- 10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. [Provide License number if applicable]
- 11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
- 12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

[Name of Department]

County of Plumas

[Street address]

[City, state, zip]

Attention: [Name of contact person/official]

Contractor:

[Name]

[Street address]

[City, state, zip]

Attention: [Name of contact person/official]

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
25. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

[Name], a [type of Entity]

By: _____

Name:

Title:

Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed:

APPROVED AS TO FORM:

Plumas County Counsel

Appendix B.
SB 2 HCD Grant Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES **SCO ID:**
STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev 04/2020)

AGREEMENT NUMBER AMENDMENT NUMBER Purchasing Authority
Number

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 PAGES 19-PGP-13585 1

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

County of Plumas

2. The term of this Agreement is:

START DATE

05/15/2020

THROUGH END DATE

06/30/2024

3. The maximum amount of this Agreement after this Amendment is:

\$160,000.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This amendment is to extend the term of this agreement by 18 months from 5/15/2020 through 12/31/2022 to 5/15/2020 through 06/30/2024.

Exhibit B, Budget Detail and Payment Provisions, is hereby deleted in its entirety and replaced with Exhibit B, Budget Detail and Payment Provisions Am. 1 (Rev. December 7, 2022) attached hereto and made a part hereof.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Plumas

CONTRACTOR BUSINESS ADDRESS

555 Main Street

CITY

Quincy

STATE

CA

ZIP

95971

PRINTED NAME OF PERSON SIGNING

DEBRA LUCERO

TITLE

COUNTY ADMINISTRATIVE OFFICER

CONTRACTOR AUTHORIZED SIGNATURE

Debra Lucero

DATE SIGNED

12.14.22

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

~~Rebecca Taylor~~ **Michael White**

TITLE

Contracts Office Manager, Contract Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Michael White

DATE SIGNED

12/22/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICE APPROVAL

EXEMPTION (If Applicable)

Exempt per: SCM Vol. 1 4.04. A.3 (DGS memo date 06/12/1981)

Exhibit B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed \$160,000.00.

3. Grant Timelines

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be expended by December 31, 2023.
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before September 30, 2023, to ensure meeting the December 31, 2023 deadline.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

4. Allowable Uses of Grant Funds

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.

- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the scope of work, project description, project timeline and other parts of the application, and eligible activities and uses pursuant to Article III of the Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.
- E. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with Schedule F: Project Timeline and Budget and the Statement of Work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.
- H. Approved and eligible costs incurred prior to the NOFA date are ineligible.

5. **Performance**

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work specified in Exhibit A and as incorporated by the SB 2 Program application in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

6. **Fiscal Administration**

- A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PGP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to PGP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's

determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.

- B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:
- 1) Government Agency Taxpayer ID Form (GovTIN; Fi\$cal form);
 - 2) A Request for Funds on a form provided by the Department; and
 - 3) Any and all documentation requested by the Department in the form and manner as outlined in the following subsection D.
- D. Grantee shall submit all required reimbursement documentation to the following address:

Department of Housing and Community Development
Housing Policy Development
Land Use Planning Unit
Attention: PGP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

- E. The Grantee shall submit invoices for reimbursement to the Department according to the following schedule:
- 1) At maximum, once per quarter; or
 - 2) Upon completion of a deliverable, subject to the Department's approval; and
 - 3) At minimum, one invoice for reimbursement annually.

The Department will use the 2019 calendar year beginning with January, with first requests for reimbursement accepted on or after September 30, 2019.

- F. The request for reimbursement must be for a minimum of 15 percent of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract

number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, item D of Exhibit B. Invoices shall include at a minimum the following information:

- 1) Names of the Grantee's personnel performing work;
 - 2) Dates and times of project work;
 - 3) Itemized costs in accordance with the Schedule F: Project Timeline and Budget and Statement of Work, including identification of each employee, contractor, subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and
 - 4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.
- G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.
- H. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.
- I. Grant funds cannot be disbursed until this Standard Agreement has been fully executed.
- J. Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work pursuant to Section 601(f) of the Guidelines.
- K. The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.
- 1) Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other

documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.

- L. The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Schedule F: Project Timeline and Budget, the Statement of Work, and/or any and all documentation incorporated into this Standard Agreement and made a part thereof.
- M. The Department may withhold 10 percent of the grant until grant terms have been fulfilled to the satisfaction of the Department.

Appendix C.
SB 2 Work Plan Tasks A – D, Budget, Schedule

Exhibit C-1 – Work Plan Tasks A – D

A. PRELIMINARY DESIGN

Prepare preliminary building designs including up to four (4) ADU building design and constructions plans (ranging from 600 sq. ft. to no more than 1,200 sq. ft. in habitable living space) with up to four (4) different exterior elevations.

*Deliverable – Preliminary Building Designs**

B. WORKING DRAWINGS AND STRUCTURAL CALCULATIONS

Prepare working drawings, specific structural framing designs and calculations, and architectural styles designed under the 2022 Residential Building Code / Title 24.

*Deliverable – Working Drawings and Structural Calculations**

C. T-24/TRUSS DESIGN/HVAC/SOLAR/SPRINKLERS/MEP

Prepare Title 24, truss design review and approval, HVAC, solar, sprinklers, mechanical, electrical, plumbing design and plans.

*Deliverables – Title 24 compliance; Truss design; and HVAC, solar, sprinklers, mechanical, electrical, and plumbing design**

D. ADU IDEA BOOK

Develop an Idea Book that illustrates the various ADU floorplan options, specifications, and elevations that will be offered as part of the construction documents. The Idea Book will include inspirational color graphics, describe in simple terms what is a second unit, why build a second unit, and how to get started. The Idea Book will be offered to the public at no cost through access at the Planning & Building Services counter and being posted to the County's website for easy reference and download.

Deliverable – ADU Idea Book

***COUNTY PLAN CHECK**

Plumas County Building Department to plan check preliminary building designs, with comments, and then pre-plan check full set of construction documents.

Exhibit C-2 – Budget

Tasks	Amount Allocated in SB 2 Grant Budget
Task A - Preliminary Design	\$30,000
Task B - Working Drawings and Structural Calculations	\$38,000
Task C - T-24/Truss Design/HVAC/ SOLAR/SPRINKLERS/MEP	\$15,000
Task D - ADU Idea Book	\$20,000
Total Budget	\$103,000

Exhibit C-3 – Schedule

Tasks	Duration (April 4, 2023 – September 30, 2023)
Task A - Preliminary Design	3 months
Task B - Working Drawings/Structural Calculations	3 months
Task C - T-24/Truss Design/HVAC/SOLAR/SPRINKLERS/MEP	3 months
Task D - ADU Idea Book	6 months