



CALIFORNIA CONSTRUCTION AUTHORITY

**Amendment No. 1
Individual Project Agreement
Between California Construction Authority
And
San Mateo County Event Center
For The
Fiesta Hall Heater Replacement**

CCA Project#: SMA-21-062

The original Individual Project Agreement (“IPA”) was entered into **October 6, 2021**, by and between the California Construction Authority (“CCA”), a joint powers authority, and the San Mateo County Event Center (“Fair”). This Amendment of **September 21, 2022**, is a modification to the original IPA, and addresses additional work to that included in the original IPA. Other than the items addressed in this Amendment all conditions remain unchanged. CCA and Fair are referred to as the “parties” and individually referred to as a “party.”

Whereas, CCA and Fair desire to enter into this IPA to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

Master Project Agreement Incorporated. All terms and conditions of the Master Project Agreement between the parties dated **August 29, 2016**, will be incorporated herein by this reference.

Scope of Services. CCA shall perform the services and work set forth in the Scope of Services (“Services”), attached hereto as Exhibit “A” and incorporated herein, for the identified project (“Project”).

Not to Exceed Amount. Payment by Fair under this Amendment to the original IPA shall not exceed the amount of Eight Hundred Seventy-Two Thousand, Three Hundred, One and 00/100 Dollars (\$810,101.00) or as later modified in writing between the parties.

Project Budget; CCA Fees. The Project Budget Outline, including CCA fees, is attached hereto as Exhibit “B” and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Project Budget Outline.

Project Budget Funds. Fair shall place the Project Budget funds into the Project Fund Account held by CCA. CCA shall administer the Project Fund Account in accordance with the terms of this IPA and CCA policy.



Fair shall forward the following funds to CCA for the Project Fund Account:

Seven Hundred Six Thousand, Seven Hundred Thirty and 00/100 Dollars (\$706,730.00)

CCA shall provide Fair with accounting reports of Project funds, at completion of project following reconciliation, or upon request of the Fair, if required.

Approvals by Fair.

CCA will request Fair approval of the Project at the following milestones:

- a. Fair to approve payments to the Project contractor(s), prior to CCA making payments.
- b. Fair to approve all change orders to the construction contract.

Termination. Either party may terminate this IPA by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this IPA, Fair shall compensate Authority, in accordance with the Project Budget, for all Services performed prior to termination including compensation for all non-revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

This IPA is executed as of the date first above written.

California Construction Authority

Name: Randy Crabtree Jr., Executive Officer
Title: Managing Director

Date

San Mateo Count Event Center

Name: Dana Stoehr
Title: CEO

Date



EXHIBIT “A”

Fiesta Hall Heater Replacement San Mateo County Event Center CCA Project No. SMA-21-062

SCOPE OF SERVICES

The original scope of services included all labor, equipment, and incidental materials to:

1. Replacement of existing evaporative cooling & heating equipment with like-and-kind at the existing mechanical mezzanine rooms.
2. Re-use of existing duct distribution.
3. Mechanical room framing and structural anchorage of new units.
4. Electrical connection of new units.
5. No change to existing fire sprinklers.
6. All work is to be conducted around Fair activities. The Contractor is to provide a minimum of 48 hours’ notice of the shutdown of any utilities to both CCA and the Fair. If shutdown of water supply impacts any fire hydrants or sprinklers, shutdown to be coordinated with local fire department. Utility shutdown time is to be kept at a minimum and be back online at end of each workday.
7. All work is to comply with all current applicable California Codes.
8. All work to be warrantied (materials and labor) for a minimum of one (1) year, or manufacturer period, whichever is greater.

Construction work to be completed by April 27, 2023, with all work scheduled around Fair events.

CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair.

All other aspects of the original IPA dated October 6, 2021, i.e., billing procedures, legal, and obligations remain unchanged.

The performance of CCA’s scope of services inures to the benefit of the Fair. To accomplish these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this IPA. Therefore, the Fair agrees to reimburse CCA for all costs and expenses incurred in connection with the Project or arising out of the performance of this IPA, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CCA. The Fair shall not reimburse CCA for costs and expenses incurred as a result of CCA’s sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this IPA or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable



attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CCA will take no further action until the Fair accepts the terms and conditions of this IPA. CCA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the IPA. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this IPA with the Fair.

Items not included in the proposal are any permits or fees for services required by other governmental agencies, i.e. State Fire Marshal, Sewer District, or public or private entities. CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair. The administration fee comprises both the project management and any inspection fees associated with this scope of services. Please note the breakout of the allocation of fee costs, see Exhibit B.



EXHIBIT B

Fiesta Hall Heater Replacement San Mateo County Event Center CCA Project No. SMA-21-062 Amendment No.1

Project Cost Breakdown			
	Design	Construction	Total
CCA PROJECT COSTS			
Request For Proposals (RFP) Design Professionals	\$ 1,500.00		\$ 1,500.00
Design Review Meetings	\$ 1,600.00		\$ 1,600.00
Bidding Management/Award	\$ 3,500.00		\$ 3,500.00
Project Sub-Total	\$ 6,600.00	\$ -	\$ 6,600.00
*Professional Services (Estimated at 10% of Construction Budget)			
Architecture Services - Phase 1 Design	\$ 80,000.00		\$ 80,000.00
Architecture Services Contingency (10%)	\$ 8,000.00		\$ 8,000.00
Architectural Construction Oversight		\$ 2,500.00	\$ 2,500.00
Misc.	\$ 500.00		\$ 500.00
Professional Services Sub-Total	\$ 88,500.00	\$ 2,500.00	\$ 91,000.00
Construction			
Contractor		\$ 577,000.00	\$ 577,000.00
Construction Contingency (10%)		\$ 57,700.00	\$ 57,700.00
Misc.		\$ 500.00	\$ 500.00
Construction Sub-Total	\$ -	\$ 635,200.00	\$ 635,200.00
**REIMBURSABLES (Estimate)			
Travel & Associated Costs	\$ 1,000.00	\$ 3,500.00	\$ 4,500.00
Plan Review - Code Analysis & Fire Review	\$ 3,000.00		\$ 3,000.00
Bid Advertising	\$ 1,200.00		\$ 1,200.00
Reproduction Services	\$ 400.00	\$ 1,500.00	\$ 1,900.00
Inspections (6 @ \$1,000)		\$ 6,000.00	\$ 6,000.00
Misc.	\$ 100.00		\$ 100.00
Reimbursable Sub-Total	\$ 5,700.00	\$ 11,000.00	\$ 16,700.00
MANAGEMENT/ADMINISTRATION FEES			
Project Management Fee (3%) Design (10%) On Construction	\$ 2,400.00	\$ 57,700.00	\$ 60,100.00
Other Direct Costs Handling Fee (3%)	\$ 171.00	\$ 330.00	\$ 501.00
Management/Admin Fee Sub-Total	\$ 2,571.00	\$ 58,030.00	\$ 60,601.00
Total Costs, with Fees and Estimated Costs	\$ 103,371.00	\$ 706,730.00	\$ 810,101.00

* Costs identified as estimates are just that, actual costs will be accounted and reconciled at close of project.

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