



CALIFORNIA CONSTRUCTION AUTHORITY

INDIVIDUAL PROJECT AGREEMENT
between
CALIFORNIA CONSTRUCTION AUTHORITY
and
SAN MATEO COUNTY EVENT CENTER
for
RV PARK AND SOLAR CANOPIES
CCA PROJECT # SMA-22-088

This Individual Project Agreement (“IPA”) is entered into this **16th of November, 2022** by and between the California Construction Authority (“CCA”), a joint powers authority, and the **San Mateo County Event Center** (“Fair”). 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:

1. 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.
2. 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”).
3. Not to Exceed Amount. Payment by Fair under this IPA shall not exceed the amount of **EIGHT THOUSAND, TWO HUNDRED THIRTY-FOUR AND 52/100 DOLLARS (\$8,234.52)** or as later modified in writing between the parties.
4. 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.
5. 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:

EIGHT THOUSAND, TWO HUNDRED THIRTY-FOUR AND 52/100 DOLLARS (\$8,234.52)

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

6. Approvals by Fair.

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

- a. Fair to approve the award of the construction contract following the CCA procurement process, and prior to construction commencing.
- b. Fair to approve payments to the Project contractor(s), prior to CCA making payments.

7. 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.
Title: Executive Officer

SAN MATEO COUNTY EVENT CENTER

Name: Dana Stoehr
Title: CEO



EXHIBIT "A" **SCOPE OF SERVICES**

The Fair's designated project is the **RV PARK AND SOLAR CANOPIES**. The site of the project is located at the **SAN MATEO COUNTY EVENT CENTER** at 2495 S. Delaware Street, San Mateo, CA 94403. ("Fair").

SCOPE OF WORK

- Develop RFP and advertise.
- Set meetings for project scope walk through.
- Coordination and scoring of Architect proposals.
- Items not included in the proposal are any costs for permits or fees for services associated with review procedures required by other governmental agencies or public or private entities. This includes any CEQA, OSFM, CCC, DSA, highway, or city/county permit or plan review requirements.

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, 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 inspection fees (scope of services).

The cost of the RFQ/RFP development, special consulting, estimated direct expenses, and project management fees is **EIGHT THOUSAND, TWO HUNDRED THIRTY-FOUR AND 52/100 DOLLARS (\$8,234.52)**. Please note the breakout of the allocation of fee costs and conditions, see Exhibit B.

Phase 1 is for Design RFP Only.

Phase 2, Phase 3 and Phase 4 are for Budgeting Purposes Only.



EXHIBIT "B"
PROJECT BUDGET OUTLINE

San Mateo County Event Center					
RV Park and Solar Canopies					
Estimated Cost Breakdown					
	Phase 1 Design RFP	Phase 2 Design	Phase 3 Bidding	Phase 4 Construction	Total
Project Costs					
Construction Contract - Estimate Only				3,800,000.00	3,800,000.00
Construction Contingency		-	-	380,000.00	380,000.00
Construction Project Admin Fee (9-12%)		-	-	342,000.00	342,000.00
Project Coordination/Management/Bidding	6,600.00	2,500.00	1,700.00		10,800.00
Project Oversight					-
Compliance Oversight		1,500.00			1,500.00
Special Purchasing					-
					-
Project Costs Sub-Total	6,600.00	4,000.00	1,700.00	4,522,000.00	4,534,300.00
Estimated Reimbursables					
Design Consultant - Estimate Only		165,001.00			165,001.00
* Design Contingency 10%		16,500.10	-	-	16,500.10
Design Coordination	792.00				
Cost Estimating		17,000.00			17,000.00
Construction Inspection				22,500.00	
Special Inspection				8,500.00	
Geotech Services				2,500.00	
Travel	600.00	1,500.00	1,300.00	3,250.00	6,650.00
					-
Plan Review		1,450.00			1,450.00
Advertising			500.00		
Misc	150.00		250.00		
					-
Reimbursable Markup - 6% (Contingency Excluded)	92.52	11,097.06	123.00	2,205.00	
Estimated Reimbursement Sub-Total	1,634.52	201,451.10	2,050.00	36,750.00	206,601.10
Total by Phase					
	\$ 8,234.52	\$ 205,451.10	\$ 3,750.00	\$ 4,558,750.00	
Total Costs, with Fees and Estimated Costs					\$ 4,740,901.10