



CALIFORNIA CONSTRUCTION AUTHORITY

INDIVIDUAL PROJECT AGREEMENT BETWEEN CALIFORNIA CONSTRUCTION AUTHORITY

and

14th DAA SANTA CRUZ COUNTY FAIRGROUNDS

for

14th DAA SANTA CRUZ FAIRGROUNDS PUBLIC SAFETY POWER SHUTOFF (PSPS) CCA PROJECT # 014-22-036

This Individual Project Agreement (“IPA”) is entered into this **18th Day of March, 2022** by and between the California Construction Authority (“CCA”), a joint powers authority, and the **14th DAA Santa Cruz County Fairgrounds** (“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 17, 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 **ONE HUNDRED SEVENTY THOUSAND, THREE HUNDRED ONE AND 03/100 DOLLARS (\$170,301.03)** 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. Installment Invoicing. **Payment will be made in (2) installments**, as follows:

Initial Payment: The first payment (“Initial Payment”) is for Phase 1 Design Development, Phase 2 Construction Design, and Phase 3 Bidding Process.



The amount of the initial payment shall be in the amount of **THIRTY-TWO THOUSAND, ONE HUNDRED EIGHTY-THREE and 08/100 DOLLARS (\$32,183.08)** and shall be paid concurrently with the execution of this Agreement.

Second (2nd) and Final Payment: The second payment (“Final Payment”) shall be the balance of the IPA amount, and shall be in the amount of **ONE HUNDRED THIRTY-EIGHT THOUSAND, ONE HUNDRED SEVENTEEN and 95/100 DOLLARS (\$138,117.95)**. The final payment is due within thirty (30) days after formal bids are received.

Payments shall be made on or before the dates specified as per the Payment Schedule, and deposited in the Project Fund Account.

6. 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. CCA shall provide Fair with accounting reports of Project funds, at completion of project following reconciliation, or upon request of the Fair, if required.
7. 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.
8. 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

SANTA CRUZ COUNTY FAIRGROUNDS

Name: Dave Kegebein
Title: CEO



EXHIBIT "A" SCOPE OF SERVICES

1. The Fair's designated project is the **14th DAA SANTA CRUZ COUNTY FAIRGROUNDS PUBLIC SAFETY POWER SHUTOFF (PSPS)**. The site of the project is located at the **14th DAA Santa Cruz County Fairgrounds** at 2601 East Lake Avenue, Watsonville, CA 95076 ("Fair").
2. Upon receipt of signed IPA, CCA will perform the following services and work:
 - A. The contract will be between CCA and the Fair. The project consists of four phases:
 - Phase 1: Design Development
 - Phase 2: Construction Design
 - Phase 3: Bidding Process
 - Phase 4: Construction
 - B. CCA will retain a qualified design engineer to design the project, prepare engineering plans, drawing, and specifications for bidding and construction purposes to conduct the project. This may include material selection, code compliance review, design drawings, and associated details. (Phase 1 and Phase 2).
 - The plans are to be prepared and stamped by a qualified registered engineer and reviewed and approved by CCA.
 - CCA will provide project management and administration services associated with the project design phases process.
 - C. CCA will prepare and coordinate the bid documents, manage the bid solicitation, RFC process, job walk, Addendum process, and bid opening. The bid documents will include contracting information and technical specifications for bidding purposes. (Phase 3).
 - A single Bid Document will be prepared, with a single pre-bid meeting/job walk and bid opening event to address the project per directions prepared by the CCA. A single contractor will be engaged by CCA, to perform the construction work.
 - CCA will review bids, check references, check licenses and registrations, public records requests, public works compliance, and issues notices to award construction contract.
 - CCA will provide project management and administration services associated with the project design and bidding process.
 - D. Based upon the formal bidding process, CCA will engage the contractor to conduct the construction work in accordance with approved plans (Phase 4). The project scope of



work consists of labor, equipment, and materials to upgrade and improve the PSPS Mitigation that consists of the following:

- **Administration Building:** The Administration Building is fed from a 1000A switchboard with a 100A breaker at the southwest corner of the building. Adding backup power connection to this building consists of:
 - Pedestal mounting a 100 amp (A) Automatic Transfer Switch (ATS) and Docking Station (DS) adjacent to existing switchboard.
 - Integrating ATS, DS, and existing electrical infrastructure using proper wire, conduit, and connections.

- **Sewer Pumps:** The pumps have 100A electrical service provided through a 200A distribution panel. Adding backup power connection to the pumps consists of:
 - Pedestal mounting a 100A ATS and DS adjacent to existing distribution panel.
 - Integrating ATS and DS into existing electrical service using proper wire, conduit, and connections.

- **Crosetti Building:** The Crosetti Building receives 600A electrical service from a 600A breaker in a 2000A switchboard located behind the Fine Arts Building. Adding backup power connection to this building consists of:
 - Pedestal mounting a 600A ATS and DS adjacent to existing switchgear.
 - Integrating ATS, DS, and existing electrical system using appropriate wire, conduit, and connections.

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

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.

The cost to implement the scope of work as presented, including a contingency, and all direct expenses and fees is **ONE HUNDRED SEVENTY THOUSAND, THREE HUNDRED ONE AND 03/100 DOLLARS (\$170,301.03)**.

Please note the breakout of the allocation of costs, see Exhibit B.

EXHIBIT "B"
PROJECT BUDGET OUTLINE

<u>PROJECT COSTS</u>		
Phase 1: Design Development	\$	9,758.43
Phase 2: Construction Design	\$	12,628.55
Phase 3: Bidding Process	\$	9,796.10
Phase 4: Construction	\$	138,117.95
		\$ 170,301.03
Total Costs, with Fees		
		\$ 170,301.03

Each Phase contains Contingency Funds. Any Contingency Funds not used during each Phase, will be transferred to the Contingency Funds of a later phase.