

OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
OCTOBER 2023

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
California Construction Authority	03222005 & Amendments	7/29/2022	Serenity Walk (Construction Docs, Bidding & Construction)	CCA	\$817,000.00
California Construction Authority	03222090	8/30/202	OCFEC PSPS Project	CCA	\$351,661.16
California Construction Authority	03222085	10/21/2022	Lot G Utilities Upgrade	CCA	\$950,907.32
California Construction Authority	03222113 & Amendments	10/22/2022	Building 15 Demolition	CCA	\$214,880.00
California Construction Authority	03222114 & Amendments	3/2/2023	Market Place & Banana Bildings Demolition	CCA	\$580,577.02
California Construction Authority	03222115 & Amendments	10/24/2022	Beef Barn Buildings (3) Demolition	CCA	\$278,151.80
California Construction Authority	03222102	1/25/2023	2023 Storm Water Program Assistance	CCA	\$48,480.00
California Construction Authority	03223006	1/26/2023	Huntington Beach HVAC (Bidding & Construction)	CCA	\$68,130.80
California Construction Authority	03223001	3/1/2023	Administration Office Addition	CCA	\$1,559,745.78
California Construction Authority	03223053	5/31/2023	Pacific Amphitheatre Dressing Rooms	CCA	\$162,591.00
New					
None.					
Amendments					
None.					

Joint Powers Authority

Invoices Paid

September 2023

O.C. Fair & Event Center

CHECK REQUEST FORM

Date: 08/23/23

Date Needed: 8/31/2023

Vendor Code (Acct): CCA

Check Amount: \$22,265,333.21

GL Account/Dept #: 1820-00-23B20-A

Vendor Name Payable To: CALIFORNIA CONSTRUCTION AUTHORITY

Vendor Address: 1776 TRIBUTE RD. SUITE 220

SACRAMENTO, CA 95815

Reason for Request:

INVOICE: 3637

PROJECT: 03223001 ADMIN OFFICE ADDITION

Check Handling Instructions:
(Circle One)

Mail

Hold for Pickup

ABRAHAM J. VENEGAS
Person Making Request

Approved by Department Supervisor

Michele Richards
General Manager and CEO: Michele Richards
8-29-23

Melissa Au-Yeung 8/28/23
Chief Administrative Officer: Melissa Au-Yeung

Chief Operating Officer: Ken Karns

Chief Business Development Officer: Joan Hamill



California Construction Authority

1776 Tribute Rd. Suite 220
SACRAMENTO, CA 95815

RECEPTION: (916) 263-6100
FAX: (916) 263-6116

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 3637
Invoice Date: 8/21/2023
Customer Code: 32nd
Project: 03223001
Administration Office Addition

-Please make checks payable to California Construction Authority

Description	Amount
Construction Budget	20,857,153.53
FF&E, Tech, & Incur @ 8% of Construction Costs	1,408,179.68
	\$22,265,333.21

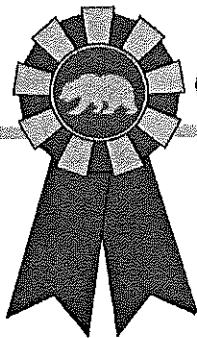
88274.07
1519745.78
1519745.8769
2778.019.8769
60226.019.8769
Total 2
Paid 2
Ex.

Thank you for your business!

Terms: Due Upon Receipt

Questions: ap@ccauthority.org

Net Invoice: \$22,265,333.21
Sales Tax: 0.00
Invoice Total: \$22,265,333.21



California Construction Authority

LETTER OF UNDERSTANDING – Amendment 1

Administration Office Addition

To: 32nd DAA/OC Fair & Event Center

Date: June 26th, 2023

From: Randy Crabtree, Jr. Executive Office
California Construction Authority

Subject: Letter of Understanding No. 23-001 (CCA Project No. 032-23-001)

This Letter of Understanding ("LOU") is entered into between California Construction Authority ("Authority") and the 32nd DAA/OC Fair & Event Center ("Fair") according to the Memorandum of Understanding between Authority and Fair dated January 1st, 1997, to complete the scope of services outlined in Exhibit A, attached hereto ("Project").

PROJECT: See Exhibit A, 32nd District Agricultural Association Administration Office Addition

SCHEDULE: Work to be completed by **February 28th, 2025**

FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees, and third-party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance as directed by Authority.

2. The aggregate expenditure encompassing all fees and anticipated expenses for the project amounts to \$24,343,353.07. Upon receipt, the Fair shall remit funds to the Authority for **Five Hundred Eighteen Thousand, Two Hundred Seventy-Four And 09/100 Dollars (\$518,274.09)**, the current estimated Project Cost. Authority will notify Fair in writing if the Authority determines that the estimated remaining Project Cost exceeds the funds in the Project Account. Upon receipt of such notice, Fair will immediately remit additional funds to the Authority.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay the Project Cost shall survive the termination of this LOU.

DocuSigned by:

Randy Crabtree

F77C2778134947C

7/18/2023

Randy Crabtree, Jr.
Executive Officer
California Construction Authority

Date

DocuSigned by:

Michele Richards

B7DC9C78193C4A1

Michele Richards
Chief Executive Officer
OC Fair & Event Center

7/12/2023

Date

DS

DS

California Construction Authority
1776 Tribune Rd., Suite 220 - SACRAMENTO, CA 95815 - (916) 267-6100

DS



Exhibit A

June 26th, 2023

Project No. 032-23-001

Subject: 32nd District Agricultural Association, Orange County Fair & Event Center
Administration Office Addition Project (Design Development, Construction
Documents, and Bidding Phase)

This cost proposal is for the management and handling of the **Administration Office Addition Project (Design Development, Construction Documents, and Bidding Phase)** at the OC Fair & Event Center (Fair) and is based upon the following Scope of Work:

- A. The proposed project's site is at the 32nd District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The scope of work consists of the following:
 - a. The price adjustment presented in this LOU Amendment 1 is necessary to account for higher-than-expected costs to implement the scope of work described in the original LOU agreement dated March 17th, 2023.
- C. CCA will provide project administration services associated with the project.

This cost proposal is for the Design Development, Construction Development, Bidding Process, Construction, and Administration process. The Fair understands that additional costs may be incurred if additional tasks are required. Included in this cost proposal are CCA's Project Administration fees.

CCA fees and estimated reimbursable costs to manage the **Administration Office Addition Project at the OC Fair & Event Center** are estimated to be **Twenty-Four Million Three Hundred Forty-Three Thousand, Three Hundred Fifty-Three And 07/100 Dollars (\$24,343,353.07)**, as detailed below. A breakdown of the estimated cost follows:



Exhibit B

32nd DAA/OC Fair & Event Center
Administration Office Addition
Project Cost Breakdown

	Design Dev/CD's/ Bidding	Design Price Adjustment	Construction Budget	Total
**PROFESSIONAL SERVICES/CONSULTANTS				
Architectural Services - Estimated total thru construction	924,117.92	518,274.09	220,028.00	1,662,420.00
Misc. A&E Travel/Printing etc.	22,002.81			22,002.81
Professional Services Sub-Total	946,120.72	518,274.09	220,028.00	1,684,422.81
CONSTRUCTION COSTS - Estimated				
Construction Cost			17,602,246.00	17,602,246.00
Contingency 10%			1,760,224.60	1,760,224.60
Construction Sub-Total	-	-	19,362,470.60	19,362,470.60
**REIMBURSABLES (Estimate)				
Travel	6,160.79		52,806.74	58,967.53
Plan Review	18,500.00		3,873.10	22,373.10
Inspection Services	2,500.00		132,016.85	132,016.85
Misc.	2,500.00		5,000.00	7,500.00
Reimbursable Sub-Total	27,160.79	-	193,696.69	220,857.48
MANAGEMENT/ADMINISTRATION FEES				
Admin Fee (CCA Fee Schedule 9%)	528,067.38		1,056,134.76	1,584,202.14
Project Oversight				
Design Development Phase Management Fee				
Construction Document Phase Management Fee				
Bidding Phase Management Fee				
Enhanced Worker Safety Oversight				
Permitting				
Commissioning				
Other Direct Costs Handling Fee (6%)	58,396.89		24,823.48	83,220.37
Manage/Admin Sub-Total	586,464.27	-	1,080,958.24	1,667,422.51
Total by Phase	\$ 1,559,745.78	\$ 518,274.09	\$ 20,857,153.53	
FF&E, Tech, & Incur @ 8% of Construction Costs				\$ 1,408,179.68
Total Costs, with Fees and Estimated Costs				\$ 24,343,353.07

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

If any third-party professional services/consultant outside services contracted by CCA on behalf of this project are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CCA.

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 LOU. 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 LOU, 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 LOU 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 the 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 proposal. Upon



your acceptance of this proposal, this proposal shall be incorporated into an LOU and shall become a part thereof. 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 LOU. CCA further represents and warrants that it has the statutory and/or legal authority to enter into **LOU 23-001 Amendment 1** through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this **LOU 23-001 Amendment 1**, through the undersigned party, to obtain the benefits of the agreements referenced above and that Michele Richards is the Fair's representative for purposes of authorizing CCA to make expenditures or enter into contracts. If you have any questions, please call **Project Coordinator Josiah Velichko at (650) 931-5161**.

O.C. Fair & Event Center

CHECK REQUEST FORM

Date: 09/11/23

Date Needed: 9/11/2023

Vendor Code (Acct): CCA

Check Amount: \$91,668.56

GL Account/Dept #: 1820-00-23B01-A

Vendor Name Payable To: CALIFORNIA CONSTRUCTION AUTHORITY

Vendor Address: 1776 TRIBUTE RD. SUITE 220

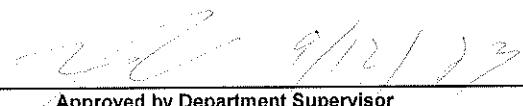
Reason for Request:

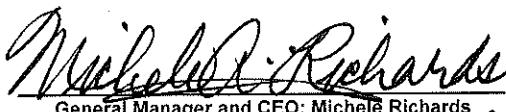
LOU AMENDMENT NO.3

PROJECT 03222114 - MARKET PLACE AND BANANA BUILDINGS DEMO

Check Handling Instructions: Mail Hold for Pickup
(Circle One)

ABRAHAM J. VENEGAS
Person Making Request

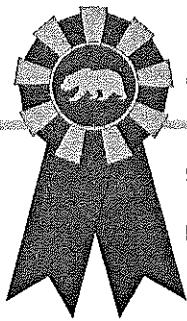

Approved by Department Supervisor


General Manager and CEO: Michele Richards
9-19-23


Chief Administrative Officer: Melissa Au-Yeung
9/15/2023

Chief Operating Officer: Ken Karns

Chief Business Development Officer: Joan Hamill



California Construction Authority

1776 TRIBUTE RD. SUITE 220
SACRAMENTO, CA 95815

RECEPTION: (916) 263-6100
FAX: (916) 263-6116

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

1620-00-23B01-A

Invoice Number: 3646
Invoice Date: 8/31/2023
Customer Code: 32nd
Project: 03222114
Market Place and Banana Buildings Demo

-Please make checks payable to California Construction Authority

Description	Amount
LOU Amendment No.3	91,668.56
	\$91,668.56

Thank you for your business!

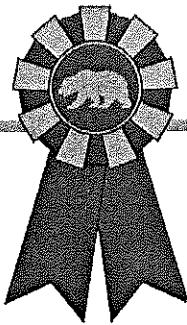
Terms: Due Upon Receipt

Questions: ap@ccauthority.org

Net Invoice: \$91,668.56

Sales Tax: 0.00

Invoice Total: \$91,668.56



California Construction Authority

LETTER OF UNDERSTANDING – Amendment #3 **Market Place and Banana Buildings Demolition**

To: 32nd DAA/OC Fair & Event Center Date: August 18th, 2023

From: Randy Crabtree, Jr. Executive Office
California Construction Authority

Subject: Letter of Understanding No. 22-114 (CCA Project No. 032-22-114)

This Letter of Understanding ("LOU") is entered into between California Construction Authority ("Authority") and the 32nd DAA/OC Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated January 1, 1997, to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

PROJECT: See Exhibit A, 32nd District Agricultural Association **Market Place and Banana Buildings Demolition**
SCHEDULE: Work was completed by **June 9th, 2023**
FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees, and third-party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance as directed by Authority.

2. The aggregate expenditure encompassing all fees and anticipated expenses for the project amounts to Six Hundred Eight Thousand, Three Hundred Ninety-Six and 62/100 Dollars (\$608,396.62). Fair shall remit funds to the Authority in the amount of **Ninety-One Thousand, Six Hundred Sixty-Eight and 56/100 Dollars (\$91,668.56)**, which is the current estimated Project Cost. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the Project Account. Upon receipt of such notice, Fair will immediately remit additional funds to the Authority.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay the Project Cost shall survive termination of this LOU.

DocuSigned by:

Randy Crabtree

F77C2278134947C
Randy Crabtree, Jr.
Executive Officer
California Construction Authority

9/11/2023

Date

DocuSigned by:

Michele Richards

0708067019964A1
Michele Richards
Chief Executive Officer
OC Fair & Event Center

9/8/2023

Date



California Construction Authority

1 1776 Tribune Rd., Suite 220 - SACRAMENTO, CA 95815 - (916) 263-6100



Exhibit A

June 26th, 2023

Project No. **032-22-114**
Subject: **32nd District Agricultural Association, Orange County Fair & Event Center**
Market Place & Banana Buildings Demolition Project

This cost proposal is for the management and handling of the **Market Place & Banana Buildings Demolition Project** at the OC Fair & Event Center (Fair) and is based upon the following Scope of Work:

- A. The proposed project's site is at the 32nd District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The project consists of the remaining construction phase:
 - a. Address the costs to perform the additional work specified below:
 - i. There are three primary added scopes of work that the Fair has directed CCA to have performed as Time & Materials. The attached Exhibit B is an estimate of the not to exceed, potential value of these changes. This work consists of the following:
 - 1. Additional Asphalt
 - 2. Utility work not shown on plans.
 - 3. Unsuitable soil remove and replacement.
- C. CCA will provide project management and inspection services associated with the construction phase process.
- D. CCA will provide project administration services associated with the project.
- E. CCA will reconcile the actual value of the above changes and issue the fair an accounting for this work.

This cost proposal covers the Design Development, Construction Development, Bidding Process, Construction, and Administrative processes. The Fair understands that additional costs may be incurred if additional tasks are required. Included in this cost proposal are CCA's Project Administration fees.

CCA fees and total estimated reimbursable costs to manage the **Market Place Demolition Project** at the OC Fair & Event Center are estimated to be **Six Hundred Eight Thousand, Three Hundred Ninety-Six and 62/100 Dollars (\$608,396.62)**, as detailed below. A breakdown of the estimated cost follows:



32nd District Agricultural Association, Orange County Fair & Event Center
Market Place and Banana Buildings Demolition - Amendment 3

Project Cost Breakdown

	Original	Construction	Amendment 2	Amendment 3	Total
**PROFESSIONAL SERVICES/CONSULTANTS					
Demolition Design Services	18,100.00	4,800.00			22,900.00
Design Contingency 10%	1,810.00				1,810.00
Special Inspections - TBD		2,300.00			2,300.00
Professional Services Sub-Total	19,910.00	7,100.00	-	-	27,010.00
CONSTRUCTION COSTS					
Construction Cost		308,500.00	108,240.42	83,335.05	500,075.47
Contingency 10%		30,850.00	(30,850.00)	-	-
Construction Sub-Total	-	339,350.00	77,390.42	83,335.05	500,075.47
**REIMBURSABLES (Estimate)					
Travel	1,500.00	1,500.00			3,000.00
Bid Advertisement	1,000.00				1,000.00
Misc.	250.00				250.00
Inspections		8,800.00			8,800.00
Geotech Inspection		3,500.00	1,500.00		5,000.00
Reimbursable Sub-Total	2,750.00	13,800.00	1,500.00	-	18,050.00
MANAGEMENT/ADMINISTRATION FEES					
Design Phase Management Fee (T&M)	2,300.00				2,300.00
Bidding Phase Management Fee (T&M)	1,500.00				1,500.00
Enhanced Worker Safety Program Oversight (T&M)		6,750.00			6,750.00
Construction Project Admin Fee (CCA Fee Schedule %)		30,850.00	10,824.04	8,333.51	50,007.55
Other Direct Costs Handling Fee (6%)	1,359.60	1,254.00	90.00	-	2,703.60
Manage/Admin Sub-Total	5,159.60	38,854.00	10,914.04	8,333.51	63,261.15
Total by Phase	\$ 27,819.60	\$ 399,104.00	\$ 89,804.46	\$ 91,668.56	
Total Costs, with Fees and Estimated Costs					\$ 608,396.62

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

Costs between parentheses indicate a transfer of contingency funds.

If any third-party professional services/consultant outside services contracted by CCA on behalf of this project are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CCA.

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 LOU. 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 LOU, 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 to proceed to enforce any provision of this LOU 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 proposal. Upon



your acceptance of this proposal, this proposal shall be incorporated into an LOU and become a part thereof. CCA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors to perform the work identified in the LOU. CCA further represents and warrants that it has the statutory and/or legal authority to enter into **LOU 22-114** through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 22-114, through the undersigned party, to obtain the benefits of the agreements referenced above and that Michele Richards is the Fair's representative for purposes of authorizing CCA to make expenditures or enter into contracts. If you have any questions, please call **Project Manager, Sean Slay at (916) 470-4673.**

Certificate Of Completion

Envelope Id: 392A7696ED2B463D8309A11295FEA297

Status: Completed

Subject: Complete with DocuSign: 032-22-114 - LOU Amendment 3.pdf, CCA AR Invoice 032-22-114 Market Plac...

Source Envelope:

Document Pages: 5

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 1

Sean Slay

AutoNav: Enabled

1776 Tribune Rd Suite 220

EnvelopeId Stamping: Enabled

Sacramento, CA 95815

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

sslay@ccauthority.org

IP Address: 173.196.192.92

Record Tracking

Status: Original

Holder: Sean Slay

Location: DocuSign

8/30/2023 9:29:34 AM

sslay@ccauthority.org

Signer Events

Ken Karns

Signature

kkarns@ocfair.com

TimestampSecurity Level: Email, Account Authentication
(None)

Sent: 9/7/2023 11:09:46 AM

Signature Adoption: Pre-selected Style
Using IP Address: 173.196.192.88

Viewed: 9/7/2023 11:10:35 AM

Signed: 9/7/2023 11:11:13 AM

Electronic Record and Signature Disclosure:

Accepted: 1/26/2023 9:01:24 AM

Sent: 9/7/2023 11:11:14 AM

ID: 3d184e1a-0603-4bff-bd74-38b69041ee1d

Michele Richards



mrlchards@ocfair.com

Viewed: 9/8/2023 8:46:49 AM

Security Level: Email, Account Authentication
(None)

Signed: 9/8/2023 8:46:57 AM

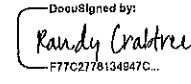
Signature Adoption: Pre-selected Style
Using IP Address: 173.196.192.88**Electronic Record and Signature Disclosure:**

Accepted: 9/8/2023 8:46:49 AM

Sent: 9/8/2023 8:47:00 AM

ID: 7b276172-a48f-44eb-ad88-71eab579f687

Randy Crabtree



r crabtree@ccauthority.org

Viewed: 9/11/2023 7:34:12 AM

EXECUIVE OFFICER

Signed: 9/11/2023 7:34:19 AM

Executive Officer

Signature Adoption: Pre-selected Style
Using IP Address: 76.137.194.245
Signed using mobileSecurity Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 12/13/2022 4:53:19 PM

Sent: 9/8/2023 8:47:00 AM

ID: c8fa7ea1-a8d6-44b1-8a55-d19b77205adf

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
<p>Jerry Eldridge jeldridge@ocfair.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 9/1/2023 3:03:48 PM ID: f26f45b9-5693-467f-bdd0-d3d0325fa629</p>	COPIED	Sent: 9/11/2023 7:34:21 AM
<p>Ken Karns kkarns@ocfair.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/26/2023 9:01:24 AM ID: 3d184e1a-0603-4bff-bd74-38b69041ee1d</p>	COPIED	Sent: 9/11/2023 7:34:21 AM
<p>Summer Angus sangus@ocfair.com Executive Assistant OC Fair & Event Center Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 9/11/2023 7:34:22 AM
<p>Max Tang mtang@ocfair.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 9/11/2023 7:34:23 AM
<p>Melissa Auyeung mauyueung@ocfair.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 9/11/2023 7:34:23 AM
<p>Krystal Toledo ktoledo@ccauthority.or Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 9/11/2023 7:34:24 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/31/2023 5:32:42 PM
Envelope Updated	Security Checked	9/7/2023 11:09:45 AM
Envelope Updated	Security Checked	9/7/2023 11:09:45 AM
Envelope Updated	Security Checked	9/7/2023 11:09:45 AM
Envelope Updated	Security Checked	9/7/2023 11:09:45 AM
Envelope Updated	Security Checked	9/7/2023 11:09:46 AM
Certified Delivered	Security Checked	9/11/2023 7:34:12 AM
Signing Complete	Security Checked	9/11/2023 7:34:19 AM
Completed	Security Checked	9/11/2023 7:34:24 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, California Construction Authority (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mlee@ccauthority.org

To advise California Construction Authority of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mlee@ccauthority.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mlee@ccauthority.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
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