

**OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
MARCH 2024**

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
California Construction Authority	032-22-005 & Amendments	7/29/2022	Serenity Walk (Construction Docs, Bidding & Construction)	CCA	\$817,000.00
California Construction Authority	032-22-090	8/30/202	OCFEC PSPS Project	CCA	\$351,661.16
California Construction Authority	032-20-085	10/21/2022	Lot G Utilities Upgrade	CCA	\$950,907.32
California Construction Authority	032-22-113 & Amendments	10/22/2022	Building 15 Demolition	CCA	\$214,880.00
California Construction Authority	032-22-114 & Amendments	3/2/2023	Market Place & Banana Bildings Demolition	CCA	\$580,577.02
California Construction Authority	032-22-115 & Amendments	10/24/2022	Beef Barn Buildings (3) Demolition	CCA	\$278,151.80
California Construction Authority	032-23-006	1/26/2023	Huntington Beach HVAC (Bidding & Construction)	CCA	\$68,130.80
California Construction Authority	032-23-001 & Amendments	3/1/2023	Administration Office Addition	CCA	\$24,343,352.99
California Construction Authority	032-23-053	5/31/2023	Pacific Amphitheatre Dressing Rooms	CCA	\$162,591.00
California Construction Authority	032-24-540948	1/4/2024	2024 Storm Water Program Assistance	CCA	\$59,810.00
New					
California Construction Authority	032-23-506010	1/12/2024	Midway Restroom & Shower Buildings	CCA	\$9,999,998.58
California Construction Authority	032-24-560354	1/23/2024	Baja Bar & Grill Roof	CCA	\$94,998.95
California Construction Authority	032-24-560374	1/24/2024	Costa Mesa Roof & Skylights	CCA	\$49,998.80
Amendments					
None.					

California Construction Authority
1776 Tribute Road Suite 220
Sacramento, California 95815
Phone: (916) 263-6100

Project: 032-23-506010 - OC Fair Midway Restroom & Shower Buildings
88 Fair Dr.
Costa Mesa, California 92626
Phone: 714-708-1500

FUNDING SOURCE:	32nd District Agricultural Association 88 Fair Dr. Costa Mesa, California 92626	CONTRACTOR:	California Construction Authority 1776 Tribute Road, Suite 220 Sacramento, California 95815
ARCHITECT/ENGINEER:		DATE CREATED:	01/12/2024
CONTRACT STATUS:	Approved	CREATED BY:	Krystal Toledo (California Construction Authority)
EXECUTED:	No	DEFAULT RETAINAGE:	0.0%
START DATE:	02/05/2024	SIGNED CONTRACT RECEIVED DATE:	
SUBSTANTIAL COMPLETION DATE:		ORIGINAL SUBSTANTIAL COMPLETION DATE:	
ESTIMATED COMPLETION DATE:	03/01/2026	ACTUAL COMPLETION DATE:	

ATTACHMENTS:

TERMS:

LETTER OF UNDERSTANDING

Midway Restroom & Shower Buildings

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 1st, 1997, to complete the scope of services set forth in Scope of Work, attached hereto ("Project").

DATE: February 5th, 2024

PROJECT: See Scope of Work, 32nd District Agricultural Association **Midway Restroom & Shower Buildings**

SCHEDULE: Work to be completed by **March 1st, 2026**

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. On or before **February 9th, 2024**, Fair shall remit funds in the amount of **Nine Million Nine Hundred Ninety Nine Thousand Nine Hundred Ninety Eight and 58/100 Dollars (\$9,999,998.58)** to the Authority for the Midway Restroom & Shower Buildings preliminary Design Development, Construction Documents, and Bidding Phase, 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 the termination of this LOU.



Funding Contract 1

SCOPE OF WORK:

This cost proposal is for managing and handling the project at the OC Fair & Event Center (Fair). It 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 includes:

1. Design Development, Construction Documents, and Bidding Phase of two approximately 1,800-square-foot restroom/shower facilities.
2. Retain a qualified Architectural and Engineer Design Team, which will include all specialty design professions required.
3. Design Phase Management
4. Perform Plan review
5. Submit all Agency Reviews and Quality Assurance Checks (CEQA)
6. Bidding Phase Management
7. Contract award
8. Demolition of existing Marketplace Restroom Building
9. Construction Oversight / Including All Inspections
10. Close out and turn over to Fair

C. CCA will provide all project administration services associated with the project.

D. It is understood that the Tentative Project Milestones are as follows:

- Jan 2024 – CCA Engaged
- February 2024 – Develop & Issue Request for Proposal (RFP)
- March 2024 – RFP Responses received & Scoring Meeting
- April 2024 – Award Design Agreement
- May 2024 – Design Kickoff Meeting
- June 2024 – Needs Assessments/Design Developments Meeting
- August 2024 – Design 30% Complete
- September 2024 – Design 60% Complete
- November 2024 – Design 90% Complete
- December 2024 – Final Design 100% Complete
- January 2025 – Issue Bid Package for Advertising
- January/February 2025 – Bid Opening
- March 2025 – Construction Notice to Proceed
- March 2026 – Construction Complete

This cost proposal is for the Contract Award 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 **Midway Restroom & Shower Buildings** at the **OC Fair & Event Center** are estimated to be **Nine Million Nine Hundred Ninety Nine Thousand Nine Hundred Ninety Eight and 58/100 Dollars (\$9,999,998.58)** as detailed in the schedule of values.

If any third-party professional services/consultant outside services contracted by CCA on behalf of this project are required. In that case, 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 insures 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.



Funding Contract 1

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- Midway Restroom & Shower Buildings** through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this **LOU- Midway Restroom & Shower Buildings**, 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) 570-3014**.

#	Budget Code	Description	Amount
1	01-100.4. CON Construction Contract	Construction Contract	\$6,993,006.00
2	01-110-10.1. DD Design Development Contingency (1%)	Design Contingency	\$69,930.06
3	01-110-10.2. CD CD Contingency (1%)	Design Contingency	\$69,930.06
4	01-110-10.3. BD Bidding Process Contingency (0.5%)	Design Contingency	\$34,965.03
5	01-110-20.4. CON Construction Project Contingency	Construction Contingency	\$699,300.60
6	01-140-10.1. DD Project Management (2%)	Construction Project Management Fees (%)	\$139,860.12
7	01-140-10.2. CD Project Management (2%)	Construction Project Management Fees (%)	\$139,860.12
8	01-140-10.3. BD Project Management (1%)	Construction Project Management Fees (%)	\$69,930.06
9	01-140-10.4. CON Project Management (7%)	Construction Project Management Fees (%)	\$489,510.42
10	01-200-10.1. DD Professional Services - Architecture (4%)	Architect	\$279,720.24
11	01-200-10.2. CD Professional Services (4%)	Architect	\$279,720.24
12	01-200-10.3. BD Professional Services (0.5%)	Architect	\$34,965.03
13	01-200-10.4. CON Professional Services (2%)	Architect	\$139,860.12
14	01-230-10.2. CD Agency Review Fees (0.5%)	Plan Review	\$34,965.03
15	01-230-30.4. CON Inspections (2%)	Inspections - Construction	\$139,860.12
16	01-230-40.4. CON Special Inspections (greater of 2% or \$2,400)	Inspections - Special	\$139,860.12
17	01-240-10.1. DD Travel (.5%)	Travel	\$34,965.03
18	01-240-10.2. CD Travel (.5%)	Travel	\$34,965.03
19	01-240-10.3. BD Travel (.5%)	Travel	\$34,965.03
20	01-240-10.4. CON Travel (1%)	Travel	\$69,570.04
21	01-240-50.1. DD Printing/Misc. Office Supplies (0.25%)	Misc	\$17,482.52
22	01-240-50.2. CD Printing/Misc. Office Supplies (0.25%)	Misc	\$17,482.52
23	01-240-50.3. BD Printing/Misc. Office Supplies (0.25%)	Misc	\$17,842.52
24	01-240-50.4. CON Printing/Misc. Office Supplies (0.25%)	Misc	\$17,482.52
Grand Total:			\$9,999,998.58



Funding Contract 1

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SS KR JE

32nd District Agricultural Association
88 Fair Dr.
Costa Mesa, California 92626

California Construction Authority
1776 Tribute Road, Suite 220
Sacramento, California 95815

DocuSigned by: <i>ken karns</i>	2/22/2024	DocuSigned by: <i>Michele Richards</i>	2/23/2024	DocuSigned by: <i>Randy Crabtree</i>	2/23/2024
<small>0E4D48E40E77406...</small>		<small>87DC9C78193C4A1</small>		<small>F77C2778434047C...</small>	
SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE



California Construction Authority
1776 Tribute Road Suite 220
Sacramento, California 95815
Phone: (916) 263-6100

Funding Contract 1

Project: 032-24-560354 - OC Fair Baja Bar & Grill Roof
88 Fair Drive
Costa Mesa, California 92626
Phone: 714-708-1716

OC Fair Baja Bar & Grill Roof - LOU

FUNDING SOURCE:	32nd District Agricultural Association 88 Fair Dr. Costa Mesa, California 92626	CONTRACTOR:	California Construction Authority 1776 Tribute Road, Suite 220 Sacramento, California 95815
ARCHITECT/ENGINEER:		DATE CREATED:	01/23/2024
CONTRACT STATUS:	Approved	CREATED BY:	Krystal Toledo (California Construction Authority)
EXECUTED:	No	DEFAULT RETAINAGE:	0.0%
START DATE:	02/28/2024	SIGNED CONTRACT RECEIVED DATE:	
SUBSTANTIAL COMPLETION DATE:		ORIGINAL SUBSTANTIAL COMPLETION DATE:	
ESTIMATED COMPLETION DATE:	02/03/2025	ACTUAL COMPLETION DATE:	

DESCRIPTION:
Replacing the Roof on the Baja Bar & Grill Restaurant

ATTACHMENTS:

TERMS:

LETTER OF UNDERSTANDING OC Fair Baja Bar & Grill Roof

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 1st, 1997, to complete the scope of services set forth in the Scope of Work, attached hereto ("Project").

DATE : February 28th, 2024

PROJECT: See Scope of Work, 32nd District Agricultural Association **OC Fair Baja Bar & Grill Roof**

SCHEDULE: Work to be completed by **February 3rd, 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. On or before **March 4th, 2024**, Fair shall remit funds in the amount of **Ninety-Four Thousand Nine Hundred Ninety-Eight 95/100 Dollars (\$94,998.95)** to the Authority for the **OC Fair Baja Bar & Grill Roof** preliminary Design Development, Construction Documents, and Bidding Phase, 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 the termination of this LOU.



Funding Contract 1

SCOPE OF WORK:

This cost proposal is for managing and handling the **OC Fair Baja Bar & Grill Roof** project at the OC Fair & Event Center (Fair). It is based upon the following Scope of Work:

Upon receipt of signed LOU, CCA will perform the following services and work:

1. CCA will retain a qualified engineer to prepare plans suitable for State Fire Marshal (SFM) review and approval.
2. CCA will obtain all Fire Marshal permits in accordance with the code regulations.
3. Pre-Design Development (This includes labor for CCA to perform investigative, pre-design work to help determine the best path to develop the OC Fair Baja Bar & Grill Roof project.
4. CCA will conduct the Bid Solicitation for the project. CCA will prepare and coordinate the bid documents, manage the bid solicitation, RFC process, job walk, and bid openings. The Bid Documents include contracting information and technical specifications for bidding purposes. Bid Documents are prepared based on information supplied by the Fair; and a scope of work determined by CCA in cooperation with the Fair. For the proposed solicitation effort, a separate Bid Document will be prepared, with a single job walk and bidding opening event.
5. Based upon the formal bidding process, CCA will create an addendum to the original LOU contract with actual costs to engage the contractor to conduct the construction work in accordance with approved plans and scope.
6. CCA will provide project management and administration services associated with the project design, bidding, and construction process.
7. CCA will obtain a Contractor with a Valid California Construction License to replace the roof at the Baja Bar & Grill.

This cost proposal is for the Contract Award 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 **OC Fair Baja Bar & Grill Roof** project the **OC Fair & Event Center** are estimated to be **Ninety-Four Thousand Nine Hundred Ninety-Eight and 95/100 Dollars (\$94,998.95)** as detailed in the schedule of values.

If any third-party professional services/consultant outside services contracted by CCA on behalf of this project are required. In that case, 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 032-24-560354** through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this **LOU 032-24-560354** through the undersigned party, to obtain the benefits of the agreements



Funding Contract 1

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) 570-3041**.

#	Budget Code	Description	Amount
1	01-100.4. CON Construction Contract	Construction Contract	\$65,673.00
2	01-110-10.1. DD Design Development Contingency (1%)	Design Contingency	\$656.73
3	01-110-10.2. CD CD Contingency (1%)	Design Contingency	\$656.73
4	01-110-10.3. BD Bidding Process Contingency (0.5%)	Design Contingency	\$328.37
5	01-110-20.4. CON Construction Project Contingency	Construction Contingency	\$6,567.30
6	01-140-10.1. DD Project Management (2%)	Construction Project Management Fees (%)	\$1,313.46
7	01-140-10.2. CD Project Management (2%)	Construction Project Management Fees (%)	\$1,313.46
8	01-140-10.3. BD Project Management (1%)	Construction Project Management Fees (%)	\$656.73
9	01-140-10.4. CON Project Management (7%)	Construction Project Management Fees (%)	\$4,597.11
10	01-200-10.1. DD Professional Services - Architecture (4%)	Architect	\$2,626.92
11	01-200-10.2. CD Professional Services (4%)	Architect	\$2,626.92
12	01-200-10.3. BD Professional Services (0.5%)	Architect	\$328.37
13	01-200-10.4. CON Professional Services (2%)	Architect	\$1,313.46
14	01-230-10.2. CD Agency Review Fees (0.5%)	Plan Review	\$328.37
15	01-230-30.4. CON Inspections (2%)	Inspections - Construction	\$1,313.46
16	01-230-40.4. CON Special Inspections (greater of 2% or \$2,400)	Inspections - Special	\$2,400.00
17	01-240-10.1. DD Travel (.5%)	Travel	\$328.37
18	01-240-10.2. CD Travel (.5%)	Travel	\$328.37
19	01-240-10.3. BD Travel (.5%)	Travel	\$328.37
20	01-240-10.4. CON Travel (1%)	Travel	\$656.73
21	01-240-50.1. DD Printing/Misc. Office Supplies (0.25%)	Misc	\$164.18
22	01-240-50.2. CD Printing/Misc. Office Supplies (0.25%)	Misc	\$164.18
23	01-240-50.3. BD Printing/Misc. Office Supplies (0.25%)	Misc	\$164.18
24	01-240-50.4. CON Printing/Misc. Office Supplies (0.25%)	Misc	\$164.18
Grand Total:			\$94,998.95

DS SS KR JE

32nd District Agricultural Association
88 Fair Dr.
Costa Mesa, California 92626

California Construction Authority
1776 Tribute Road, Suite 220
Sacramento, California 95815

DocuSigned by:
ken karns
3/1/2024
0E4D48E40E77406...
SIGNATURE DATE

DocuSigned by:
Michele Richards
3/1/2024
87DC0C78403C4A1...
SIGNATURE DATE

DocuSigned by:
Randy Crabtree
3/1/2024
F77C2778434047C...
SIGNATURE DATE



California Construction Authority
1776 Tribute Road Suite 220
Sacramento, California 95815
Phone: (916) 263-6100

Funding Contract 1

Project: 032-24-560374 - OC Fair Costa Mesa Roof & Skylights
88 Fair Drive
Costa Mesa, California 92626
Phone: 714-708-1716

OC Fair Costa Mesa Roof & Skylights - LOU

FUNDING SOURCE:	32nd District Agricultural Association 88 Fair Dr. Costa Mesa, California 92626	CONTRACTOR:	California Construction Authority 1776 Tribute Road, Suite 220 Sacramento, California 95815
ARCHITECT/ENGINEER:		DATE CREATED:	01/24/2024
CONTRACT STATUS:	Approved	CREATED BY:	Krystal Toledo (California Construction Authority)
EXECUTED:	No	DEFAULT RETAINAGE:	0.0%
START DATE:	02/28/2024	SIGNED CONTRACT RECEIVED DATE:	
SUBSTANTIAL COMPLETION DATE:		ORIGINAL SUBSTANTIAL COMPLETION DATE:	
ESTIMATED COMPLETION DATE:	02/28/2025	ACTUAL COMPLETION DATE:	

DESCRIPTION:

Replacing the roof and the restroom skylights.

ATTACHMENTS:

TERMS:

LETTER OF UNDERSTANDING OC Fair Costa Mesa Roof & Skylights

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 1st, 1997, to complete the scope of services set forth in the Scope of Work, attached hereto ("Project").

DATE : February 28th, 2024

PROJECT: See Scope of Work, 32nd District Agricultural Association **OC Fair Costa Mesa Roof & Skylights**

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. On or before **March 4th, 2024**, Fair shall remit funds in the amount of **Forty Nine Thousand Nine Hundred Ninety Eight and 80/100 Dollars (\$49,998.80)** to the Authority for the **OC Fair Costa Mesa Roof & Skylights** preliminary Design Development, Construction Documents, and Bidding Phase, 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 the termination of this LOU.



Funding Contract 1

SCOPE OF WORK:

This cost proposal is for managing and handling the **OC Fair Costa Mesa Roof & Skylights** project at the OC Fair & Event Center (Fair). It is based upon the following Scope of Work:

Upon receipt of signed LOU, CCA will perform the following services and work:

1.
 1. CCA will retain a qualified engineer to prepare plans suitable for State Fire Marshal (SFM) review and approval.
 2. CCA will obtain all Fire Marshal permits in accordance with the code regulations.
 3. Pre-Design Development (This includes labor for CCA to perform investigative, pre-design work to help determine the best path to develop the OC Fair Costa Mesa Roof & Skylights project.
 4. CCA will conduct the Bid Solicitation for the project. CCA will prepare and coordinate the bid documents, manage the bid solicitation, RFC process, job walk, and bid openings. The Bid Documents include contracting information and technical specifications for bidding purposes. Bid Documents are prepared based on information supplied by the Fair; and a scope of work determined by CCA in cooperation with the Fair. For the proposed solicitation effort, a separate Bid Document will be prepared, with a single job walk and bidding opening event.
 5. Based upon the formal bidding process, CCA will create an addendum to the original LOU contract with actual costs to engage the contractor to conduct the construction work in accordance with approved plans and scope.
 6. CCA will provide project management and administration services associated with the project design, bidding, and construction process.
 7. CCA will obtain a Contractor with a Valid California Construction License to replace roof and the restroom skylights.

This cost proposal is for the Contract Award 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 **OC Fair Costa Mesa Roof & Skylights** project the **OC Fair & Event Center** are estimated to be **Forty Nine Thousand Nine Hundred Ninety Eight and 80/100 Dollars (\$49,998.80)** as detailed in the schedule of values.

If any third-party professional services/consultant outside services contracted by CCA on behalf of this project are required. In that case, 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 032-24-560374** through the undersigned party.



Funding Contract 1

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this **LOU 032-24-560374** 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) 570-3041**.

#	Budget Code	Description	Amount
1	01-100.4. CON Construction Contract	Construction Contract	\$33,758.00
2	01-110-10.1. DD Design Development Contingency (1%)	Design Contingency	\$337.58
3	01-110-10.2. CD CD Contingency (1%)	Design Contingency	\$337.58
4	01-110-10.3. BD Bidding Process Contingency (0.5%)	Design Contingency	\$168.79
5	01-110-20.4. CON Construction Project Contingency	Construction Contingency	\$3,375.80
6	01-140-10.1. DD Project Management (2%)	Construction Project Management Fees (%)	\$675.16
7	01-140-10.2. CD Project Management (2%)	Construction Project Management Fees (%)	\$675.16
8	01-140-10.3. BD Project Management (1%)	Construction Project Management Fees (%)	\$337.58
9	01-140-10.4. CON Project Management (7%)	Construction Project Management Fees (%)	\$2,363.06
10	01-150.4. CON Equipment/Materials/Supplies	Special Purchasing	\$0.00
11	01-200-10.1. DD Professional Services - Architecture (4%)	Architect	\$0.00
12	01-200-10.2. CD Professional Services (4%)	Architect	\$1,350.32
13	01-200-10.3. BD Professional Services (0.5%)	Architect	\$168.79
14	01-200-10.4. CON Professional Services (2%)	Architect	\$675.16
15	01-200-20.1. DD Professional Services - Engineering (4%)	Engineer	\$1,350.32
16	01-230-10.2. CD Agency Review Fees (0.5%)	Plan Review	\$168.79
17	01-230-30.4. CON Inspections (2%)	Inspections - Construction	\$675.16
18	01-230-40.4. CON Special Inspections (greater of 2% or \$2,400)	Inspections - Special	\$2,400.00
19	01-240-10.1. DD Travel (.5%)	Travel	\$168.79
20	01-240-10.2. CD Travel (.5%)	Travel	\$168.79
21	01-240-10.3. BD Travel (.5%)	Travel	\$168.79
22	01-240-10.4. CON Travel (1%)	Travel	\$337.58
23	01-240-50.1. DD Printing/Misc. Office Supplies (0.25%)	Misc	\$84.40
24	01-240-50.2. CD Printing/Misc. Office Supplies (0.25%)	Misc	\$84.40
25	01-240-50.3. BD Printing/Misc. Office Supplies (0.25%)	Misc	\$84.40
26	01-240-50.4. CON Printing/Misc. Office Supplies (0.25%)	Misc	\$84.40
Grand Total:			\$49,998.80

DS
SS KR JE

32nd District Agricultural Association
88 Fair Dr.
Costa Mesa, California 92626

California Construction Authority
1776 Tribute Road, Suite 220
Sacramento, California 95815

DocuSigned by:
Ken Karns 3/2/2024
0E1D48E10E77405...

SIGNATURE **DATE**

DocuSigned by:
Michele Richards 3/4/2024
07D69670193C4A1...

SIGNATURE **DATE**

DocuSigned by:
Randy Crabtree 3/4/2024
F77C2778134047C...

SIGNATURE **DATE**

Joint Powers Authority

Invoices Paid

March 2024

O.C. Fair & Event Center

CHECK REQUEST FORM

Date: 02/29/24

Date Needed: 2/29/2024

Vendor Code (Acct): CCA

Check Amount: \$9,999,998.58

GL Account/Dept # 1820-00-54821-A

Vendor Name Payable To: CALIFORNIA CONSTRUCTION AUTHORITY

Vendor Address: 1776 TRIBUTE ROAD, SUITE 220

SACRAMENTO, CA 95815

Reason for Request:

CCA PROJECT NO. 32506010

Midway Restroom & Shower Building

Invoice # 3725

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

ABRAHAN J. VENEGAS
Person Making Request

Approved by Department Supervisor

Michele Richards
General Manager and CEO: Michele Richards
3-7-24

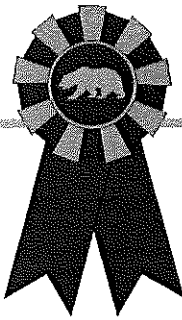
Melissa Au-Yeung 3/6/2024
Chief Administrative Officer: Melissa Au-Yeung

Chief Operating Officer: Ken Karns

Chief Business Development Officer: Joan Hamill

DO NOT mail
check

*CHECKS OVER \$15,000 REQUIRE 2 SIGNATURES



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: 3725
Invoice Date: 2/28/2024
Customer Code: 32nd
Project: 32506010
Midway Restroom & Shower Building

-Please make checks payable to California Construction Authority

Description	Amount
Project Funds per LOU - 032-23-506010 Midway Restroom & Shower Buildings	9,999,998.58
	\$9,999,998.58

Thank you for your business!

Terms: **Due in 2 weeks**

Questions: ap@ccauthority.org

Net Invoice: \$9,999,998.58
Sales Tax: 0.00
Invoice Total: \$9,999,998.58



**California
CONSTRUCTION
Authority**

California Construction Authority
1776 Tribute Road Suite 220
Sacramento, California 95815
Phone: (916) 263-6100

Funding Contract 1

Project: 032-23-506010 - OC Fair Midway Restroom & Shower Buildings
88 Fair Dr.
Costa Mesa, California 92626
Phone: 714-708-1500

LOU - Midway Restroom & Shower Buildings

FUNDING SOURCE:	32nd District Agricultural Association 88 Fair Dr. Costa Mesa, California 92626	CONTRACTOR:	California Construction Authority 1776 Tribute Road, Suite 220 Sacramento, California 95815
ARCHITECT/ENGINEER:		DATE CREATED:	01/12/2024
CONTRACT STATUS:	Approved	CREATED BY:	Krystal Toledo (California Construction Authority)
EXECUTED:	No	DEFAULT RETAINAGE:	0.0%
START DATE:	02/05/2024	SIGNED CONTRACT RECEIVED DATE:	
SUBSTANTIAL COMPLETION DATE:		ORIGINAL SUBSTANTIAL COMPLETION DATE:	
ESTIMATED COMPLETION DATE:	03/01/2026	ACTUAL COMPLETION DATE:	
DESCRIPTION:	Strategically build two restroom/shower facilities		
ATTACHMENTS:	LETTER OF UNDERSTANDING		
TERMS:	Midway Restroom & Shower Buildings		

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 1st, 1997, to complete the scope of services set forth in Scope of Work, attached hereto ("Project").

DATE: February 5th, 2024

PROJECT: See Scope of Work, 32nd District Agricultural Association **Midway Restroom & Shower Buildings**

SCHEDULE: Work to be completed by **March 1st, 2026**

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. On or before **February 9th, 2024**, Fair shall remit funds in the amount of **Nine Million Nine Hundred Ninety Nine Thousand Nine Hundred Ninety Eight and 58/100 Dollars (\$9,999,998.58)** to the Authority for the Midway Restroom & Shower Buildings preliminary Design Development, Construction Documents, and Bidding Phase, 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 the termination of this LOU.



**CALIFORNIA
CONSTRUCTION
AUTHORITY**

Funding Contract 1

SCOPE OF WORK:

This cost proposal is for managing and handling the project at the OC Fair & Event Center (Fair). It 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 includes:

1. Design Development, Construction Documents, and Bidding Phase of two approximately 1,800-square-foot restroom/shower facilities.
2. Retain a qualified Architectural and Engineer Design Team, which will include all specialty design professions required.
3. Design Phase Management
4. Perform Plan review
5. Submit all Agency Reviews and Quality Assurance Checks (CEQA)
6. Bidding Phase Management
7. Contract award
8. Demolition of existing Marketplace Restroom Building
9. Construction Oversight / Including All Inspections
10. Close out and turn over to Fair

C. CCA will provide all project administration services associated with the project.

D. It is understood that the Tentative Project Milestones are as follows:

- Jan 2024 – CCA Engaged
- February 2024 – Develop & Issue Request for Proposal (RFP)
- March 2024 – RFP Responses received & Scoring Meeting
- April 2024 – Award Design Agreement
- May 2024 – Design Kickoff Meeting
- June 2024 – Needs Assessments/Design Developments Meeting
- August 2024 – Design 30% Complete
- September 2024 – Design 60% Complete
- November 2024 – Design 90% Complete
- December 2024 – Final Design 100% Complete
- January 2025 – Issue Bid Package for Advertising
- January/February 2025 – Bid Opening
- March 2025 – Construction Notice to Proceed
- March 2026 – Construction Complete

This cost proposal is for the Contract Award 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 **Midway Restroom & Shower Buildings** at the **OC Fair & Event Center** are estimated to be **Nine Million Nine Hundred Ninety Nine Thousand Nine Hundred Ninety Eight and 58/100 Dollars (\$9,999,998.58)** as detailed in the schedule of values.

If any third-party professional services/consultant outside services contracted by CCA on behalf of this project are required. In that case, 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 insures 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.



**CALIFORNIA
CONSTRUCTION
AUTHORITY**

Funding Contract 1

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- Midway Restroom & Shower Buildings** through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this **LOU- Midway Restroom & Shower Buildings**, 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) 570-3014**.

#	Budget Code	Description	Amount
1	01-100.4. CON Construction Contract	Construction Contract	\$6,993,006.00
2	01-110-10.1. DD Design Development Contingency (1%)	Design Contingency	\$69,930.06
3	01-110-10.2. CD CD Contingency (1%)	Design Contingency	\$69,930.06
4	01-110-10.3. BD Bidding Process Contingency (0.5%)	Design Contingency	\$34,965.03
5	01-110-20.4. CON Construction Project Contingency	Construction Contingency	\$699,300.60
6	01-140-10.1. DD Project Management (2%)	Construction Project Management Fees (%)	\$139,860.12
7	01-140-10.2. CD Project Management (2%)	Construction Project Management Fees (%)	\$139,860.12
8	01-140-10.3. BD Project Management (1%)	Construction Project Management Fees (%)	\$69,930.06
9	01-140-10.4. CON Project Management (7%)	Construction Project Management Fees (%)	\$489,510.42
10	01-200-10.1. DD Professional Services - Architecture (4%)	Architect	\$279,720.24
11	01-200-10.2. CD Professional Services (4%)	Architect	\$279,720.24
12	01-200-10.3. BD Professional Services (0.5%)	Architect	\$34,965.03
13	01-200-10.4. CON Professional Services (2%)	Architect	\$139,860.12
14	01-230-10.2. CD Agency Review Fees (0.5%)	Plan Review	\$34,965.03
15	01-230-30.4. CON Inspections (2%)	Inspections - Construction	\$139,860.12
16	01-230-40.4. CON Special Inspections (greater of 2% or \$2,400)	Inspections - Special	\$139,860.12
17	01-240-10.1. DD Travel (.5%)	Travel	\$34,965.03
18	01-240-10.2. CD Travel (.5%)	Travel	\$34,965.03
19	01-240-10.3. BD Travel (.5%)	Travel	\$34,965.03
20	01-240-10.4. CON Travel (1%)	Travel	\$69,570.04
21	01-240-50.1. DD Printing/Misc. Office Supplies (0.25%)	Misc	\$17,482.52
22	01-240-50.2. CD Printing/Misc. Office Supplies (0.25%)	Misc	\$17,482.52
23	01-240-50.3. BD Printing/Misc. Office Supplies (0.25%)	Misc	\$17,482.52
24	01-240-50.4. CON Printing/Misc. Office Supplies (0.25%)	Misc	\$17,482.52
Grand Total:			\$9,999,998.58



California
CONSTRUCTION
AUTHORITY

Funding Contract 1

DS DS DS
SS KR JE

32nd District Agricultural Association
88 Fair Dr.
Costa Mesa, California 92626

California Construction Authority
1776 Tribute Road, Suite 220
Sacramento, California 95815

DocuSigned by:

ken karns

2/22/2024

0E4D48E10E77406...
SIGNATURE

DocuSigned by:

Michelle Richards

2/23/2024

87DC9C78193C4A1
SIGNATURE

DocuSigned by:

Randy Crabtree

2/23/2024

F77C2779134047C...
SIGNATURE

DATE

Certificate Of Completion

Envelope Id: E32CADA3CC6B488095BCE4F5F4B1A806

Subject: LOU - Midway Restroom & Shower Buildings

Source Envelope:

Document Pages: 4

Certificate Pages: 6

AutoNav: Enabled

EnvelopeId Stamping: Enabled

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

Status: Completed

Envelope Originator:

Krystal Toledo

1776 Tribute Rd Suite 220

Sacramento, CA 95815

ktoledo@ccauthority.org

IP Address: 52.36.171.156

Record Tracking

Status: Original

2/14/2024 9:56:39 AM

Holder: Krystal Toledo

ktoledo@ccauthority.org

Location: DocuSign

Signer Events

Sean Slay

sslay@ccauthority.org

Security Level: Email, Account Authentication
(None)**Signature**Signature Adoption: Pre-selected Style
Using IP Address: 207.183.250.90**Timestamp**

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Viewed: 2/14/2024 2:33:15 PM

Signed: 2/14/2024 2:33:31 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kristie Riddlesperger

kriddlesperger@ccauthority.org

Office Administrator

California Construction Authority

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
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Jerry Eldridge

jeldridge@ocfair.com

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 173.196.192.88

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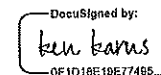
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ID: 089649ef-68e9-4054-8f0e-72d5b0d7f1fc

Ken Karns

kkarns@ocfair.com

Security Level: Email, Account Authentication
(None)
DocuSigned by:
Ken Karns
0E1D18E18E77465...Signature Adoption: Pre-selected Style
Using IP Address: 173.196.192.88

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Electronic Record and Signature Disclosure:
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ID: 3d184e1a-0603-4bff-bd74-38b69041ee1d

Signer Events

Michele Richards
mrichards@ocfair.com
Chief Executive Officer
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Michele Richards
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Signature Adoption: Pre-selected Style
Using IP Address: 173.196.192.88

Timestamp

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Electronic Record and Signature Disclosure:

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ID: 0134deea-ed45-4e91-8761-b1ef0783c4ab

Randy Crabtree
rcrabtree@ccauthority.org
President
California Fairs Financing Authority
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Randy Crabtree
F77C277B134947C...

Signature Adoption: Pre-selected Style
Using IP Address: 76.137.194.245

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Electronic Record and Signature Disclosure:

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In Person Signer Events

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Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

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Carbon Copy Events

Status

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Max Tang
mtang@ocfair.com
Security Level: Email, Account Authentication
(None)

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Melissa Auyeung
mauyeung@ocfair.com
Security Level: Email, Account Authentication
(None)

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Summer Angus
sangus@ocfair.com
Security Level: Email, Account Authentication
(None)

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Krystal Toledo
ktoledo@ccauthority.org
California Construction Authority
Security Level: Email, Account Authentication
(None)

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Carbon Copy Events**Status****Timestamp**

Ken Karns

kkarns@ocfair.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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

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

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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

2/14/2024 10:01:14 AM

Envelope Updated

Security Checked

2/15/2024 9:24:27 AM

Envelope Updated

Security Checked

2/22/2024 9:49:46 AM

Envelope Updated

Security Checked

2/22/2024 9:49:46 AM

Certified Delivered

Security Checked

2/23/2024 2:01:43 PM

Signing Complete

Security Checked

2/23/2024 2:02:05 PM

Completed

Security Checked

2/23/2024 2:02:10 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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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.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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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@ccaauthority.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@ccaauthority.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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from California Construction Authority

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@ccaauthority.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.

To withdraw your consent with California Construction Authority

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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;

ii. send us an email to mlee@ccaauthority.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify California Construction Authority as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by California Construction Authority during the course of your relationship with California Construction Authority.