



CALIFORNIA CONSTRUCTION AUTHORITY

REQUEST FOR PROPOSALS

Administration Office Addition & Renovations

For the

32nd District Agricultural Association,
OC Fair & Event Center

Project No.: 032-23-001

Proposals Due: 6/01/2023

Mandatory Pre-Proposal Meeting 5/10/2023 @ 11:00AM

Prepared by:

California Construction Authority (CCA)
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Sacramento, CA 95815
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April 20, 2023

REQUEST FOR PROPOSALS

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CALIFORNIA CONSTRUCTION AUTHORITY

ARCHITECTURAL & ENGINEERING CONSULTING SERVICES

REQUEST FOR PROPOSALS

The California Construction Authority (CCA), which provides construction consulting, design development, construction development, and project management services to the statewide Network of California Fairgrounds (the majority of which are public entities), is seeking qualified consultant/firms to provide Architectural, Engineering, and Environmental Consulting services for the 32nd District Agricultural Association, OC Fair & Event Center.

CCA is seeking consultants/firms that offer the following services:

Phase 1: Design Development

CCA intends to build a new building in an open area of the Fair Property to provide additional administrative space. The size is estimated at approximately 15,000 square feet. The site of the proposed project is at the 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.

Utilizing the following:

- Fair-provided conceptual flythrough
- Rough order of magnitude
- Direction from the CCA
- The Admin Addition Committee
 - CCA
 - OC Fair Facility Committee
 - OC FEC Staff
- Consultant shall develop a conceptual (30%) design level plan and provide conceptual renderings; planning level construction estimate; probable annual operational and maintenance costs over the next 20 years; feasibility evaluation.

Scope of Services

- Research and review existing plans, engineering, and design reports including, but not limited to, geotechnical reports, hydrology studies, hydraulic calculations, sewer area studies, etc.
- Research and review existing utilities and services
- Complete a conceptual site layout (30% design level) including, but not limited to:
 - Basic Architectural plans, including overall site plan, conceptual exterior elevations, and renderings.
 - Basic sequencing plan and how electrical/water/sewer/gas/phone/data/other utilities will be supplied.
 - Planning level construction cost estimate, broken down by major construction category.



- Probable annual operational and maintenance costs over the next 20 years.
- Concept feasibility evaluation
- Carry out needs assessments/stakeholder meetings to include CCA/OCFEC staff, committees, and the board of directors.
- Consultant shall provide draft deliverables and allow the CCA and the OC Fair Admin Addition Committee a minimum 2-week review period prior to production of the final deliverables.
- Presentation of alternatives to the OC Fair Admin Addition Committee for alternative selection purposes.

DELIVERABLES

- Existing Studies and Reports
- Utility Record Drawings
- Draft and Final Conceptual (30%) Plans and Renderings
- Draft and Final Estimates
- Draft and Final Feasibility Memo

Phase 2: Preliminary and Final Design

The Consultant shall be responsible for providing all preliminary and final professional architectural and engineering design services for the selected Admin Addition improvements. The Consultant shall prepare design documents, drawings, and written data as required to prepare specifications for construction documents for bid.

All design work shall comply with any and all appropriate and applicable federal, state and local design codes and guidelines, including ADA, fire protection, and building codes.

Scope of Services

Preliminary and final professional design services shall include, but not be limited to:

- Complete preliminary site evaluation, assessment, and layout.
- Conduct all field, topographic, and control surveys.
- Prepare all geotechnical studies and reports.
- Complete floodplain and drainage study engineering, surveying, analysis, and investigation.
- Complete a Landscape Documentation Package in accordance with the California Water Efficient Landscaping Ordinance.
- Evaluate, design, coordinate and provide utility services
- Complete draft (60%) site and facility design, including:
 - 60% architectural and engineering plan set, including, but not limited to, site plans, floor plans, roofing plans, civil, mechanical, and electrical plans, landscaping plans, lighting plans, signage plans, low voltage plans, solar, automated building controls, alarm/security plans, furniture/fixtures/equipment (FFE) list and layouts, interior and exterior elevations and renderings, detailed sequencing plan, and options for colors, materials, textures, and finishes.



- 60% cost estimate, broken down by trade.
- 60% constructability review.
- Complete final (90%) site and facility design, including:
 - 90% architectural and engineering plan set, including, but not limited to, site plans, floor plans, roofing plans, civil, mechanical, and electrical plans, landscaping plans, lighting plans, signage plans, low voltage plans, solar, alarm/security plans, furniture/fixtures/equipment (FFE) list and layouts, interior and exterior elevations and renderings, detailed sequencing plan, and options for colors, materials, textures, and finishes.
 - 90% technical specifications.
 - 90% cost estimate, broken down by trade.
 - 90% constructability review.
 - Presentation of the 90% site and facility design to the CCA and the OC Fair Admin Addition Committee Review Team for review purposes.
- Complete final stamped and signed construction (100%) site and facility design, and bid documents, including:
 - 100% complete architectural and engineering plan set.
 - 100% FFE List and Layouts.
 - 100% technical specifications.
 - 100% reports and studies.
 - 100% cost estimate, broken down by trade.

Deliverables

Formal deliverables (plans, specifications, and estimates) shall occur at the 60%, 90%, and 100% completion points for CCA and the OC Fair Admin Addition Committee Project Team review, as well as for the various design studies and reports to be completed. Submittal formats shall follow the guidelines stated herein. The Consultant shall respond to and incorporate, if appropriate, any and all comments received from the CCA and the OC Fair Admin Addition Committee Review Team, regulatory agencies, and/or utilities.

Formal deliverables shall include:

- Plans: Construction plan deliverables for review shall be submitted at the 60%, 90%, and 100% design stages. Eight (8) paper sets, reduced by 50%, shall be submitted at each review stage to allow the CCA and all other Review Team members to provide a thorough review of the project documents. 100% final construction plans shall be delivered in the following formats:
 - AutoCad format (.DWG) files prepared in accordance with the current industry CAD Deliverables Standard of final drawings (signatures not required). Delivery shall be either via USB flash drive or online file transfer.
 - Provide copies of final plans complete with final signatures. Delivery shall be either via USB flash drive or online file transfer.



- **Technical Specifications:** Specifications shall be prepared to utilize Construction Specifications Institute (CSI) MasterFormat (Current). Deliverables for review shall be submitted at the 90% and 100% design stages, with specifications on 8-1/2" x 11" reproducible paper. One (1) digital sets shall be submitted at the review stages to allow the CCA and all other Review Team members to provide a thorough review of the project documents. 100% final specifications shall be delivered in the following formats:
 - 8-1/2" x 11" digital copy, complete with final signatures, ready for reproduction.
 - Provide copies of final specifications complete with final signatures. Delivery shall be either via USB flash drive or online file transfer.
 - Current version Microsoft Word format (.DOCX) files of final specifications (signatures not required). Delivery shall be either via USB flash drive or online file transfer.
- **Reports and Studies:** Reports and Studies for review shall be submitted at the 60%, 90%, and 100% design stages, with estimates on 8-1/2" x 11" reproducible paper. Eight (8) bound sets shall be submitted at the review stages to allow the CCA and all other Review Team members to provide a thorough review of the project documents. The 100% final estimate shall be delivered in the following formats:
 - Provide a copy of the final estimate. Delivery shall be either via USB flash drive or online file transfer.
 - Microsoft Word 2016 format (.DOCX) files of final specifications (signatures not required). Delivery shall be either via USB flash drive or online file transfer.
- **Construction Cost Estimates:** Estimates for review shall be submitted at the 60%, 90%, and 100% design stages, with estimates on 8-1/2" x 11" reproducible paper. One (1) set shall be submitted at the review stages to allow the CCA and all other Review Team members to provide a thorough review of the project documents. The 100% final estimate shall be delivered in the following formats:
 - Provide a copy of the final estimate. Delivery shall be either via USB flash drive or online file transfer.
 - Microsoft Word 2016 format (.DOCX) files of final specifications (signatures not required). Delivery shall be either via USB flash drive or online file transfer.

Environmental Compliance and Permitting

The Consultant shall prepare, file, and post all environmental notices, documents, technical studies/assessments for clearance of the California Environment Quality Act (CEQA) pursuant to State CEQA Guidelines. It is anticipated that an Initial Study and Mitigated Negative Declaration will be the final environmental document.



Scope of Services

- Background review and Data Search
- Prepare Administrative Draft Initial Study prior to public circulation examining the following environmental effects:
 - Aesthetics
 - Agricultural Resources
 - Air Quality
 - Biological Resources
 - Cultural Resources
 - Geology/Soils
 - Hazard and Hazardous Materials
 - Hydrology/Water Quality
 - Land Use/Planning
 - Mineral Resources
 - Noise
 - Population/Housing
 - Public Services
 - Recreation
 - Transportation/Traffic
 - Utilities/Service Systems
 - Mandatory Findings of Significance
- Prepare Draft Initial Study (including Mitigation Monitoring if any)
- Public Notices (Notice of Intent to Adopt a Negative Declaration and Notice of Completion) and 30-day Review
- Preparation of Responses to Comments on the Draft Initial Study at end of 30-day public review period (if needed)
- Prepare Final Initial Study (including Mitigation Monitoring, if any)
- Approve Negative Declaration and File Notice of Determination

Deliverables

- Administrative Draft Initial Study
- Draft Initial Study
- Notice of Intent to Adopt a Negative Declaration
- Notice of Completion
- Responses to Public Review Comments/Administrative Record
- Final Initial Study
- Draft Resolution and Negative Declaration
- Notice of Determination



Phase 3: Plan Check and Permitting

Scope of Services

- The Consultant shall partner, submit, and manage plan check and permitting through the California Construction Authority (CCA), including any needed coordination, reviews, and inspections with/by the State Fire Marshal, DSA, etc., to ensure project approval and permits prior to bid.
- Deliverables
- Final signed 100% plans approved for construction

Phase 4: Construction Management and Support

- The Consultant shall provide a Licensed Architect and Engineer for Construction Support services during the construction phase of the project to ensure the project maintains scope, schedule, and budget; to ensure that the Contractor understands all technical aspects of the design and any design changes; reviews and approves technical submittals and, requests for information, and change orders; supports the construction effort on behalf of the CCA.

Scope of Services

Services during construction shall include, but not be limited to:

- Attend one (1) pre-construction conference/pre-construction site examination and answer design-related questions that are raised.
- Attend weekly construction progress meetings and conduct periodic site visits as required to keep informed as to the construction status and progress of the project and issues being encountered. The Consultant shall investigate and provide responses to technical questions raised at the meetings.
- Respond to requests for information (RFIs) on technical issues associated with materials, products, design concepts, and design documents. The Consultant shall log all RFIs and responses such that timely responses are assured.
- Provide technical review of shop drawings, diagrams, illustrations, catalog data, schedules, samples, test results, and other data that the Construction Contractor is required to submit for general conformance with the design concepts and compliance with the Contract Documents. The Consultant shall also review and compile vendor O&M manuals from the Construction Contractor for equipment items to make sure they are organized and complete and contain detailed ordering information, bill-of material, schematic drawing, installation, operation, and maintenance information.
- Assist with Potential Change Order (PCO's) and Construction Directive (CD's) preparation.
- The Consultant shall review proposed changes to make sure they are compatible and coordinated with other project elements, and to make sure they are complete and in compliance with the Contract Documents. The Consultant shall also make



recommendations regarding the technical acceptability of substitutions and/or other change requests.

- Witness operational testing and commissioning of mechanical equipment and systems prior to startup and provide startup assistance to confirm proper operation. The Consultant shall advise CCA staff about basic operational concepts, actual operation of the systems under normal and abnormal conditions and identify and document issues that need to be addressed to ensure mechanical performance throughout the design life.
- Assist the CCA and the CCA's Inspector and Building Official with the final inspection of the facility and applicable portions of the site to confirm the work is complete and that materials and products have been installed in accordance with the technical requirements of the Contract Documents. The Consultant shall also assist in the development of the final punch list of incomplete items for each facility.
- Prepare record drawings reflecting available record information provided by the Contractor, tradesman, and equipment suppliers.

Deliverables

Deliverables, except for record drawings, shall be distributed either electronically or via hardcopy.

- All written records related to conferences and meetings.
- RFI, shop drawing, and PCO/CD logs, as well as any technical information backing up decisions.
- Partial and final punch lists.
- Record drawing (As-Built) deliverables shall be delivered in the following formats:
 - 24" x 36" (30" X 40" if needed), complete with final signatures and professional stamps, ready for reproduction.
- Provide copies of final plans complete with final signatures. Delivery shall be either via USB flash drive or online file transfer.

Consultant/Firm Requirements for Qualification

The minimum requirements for qualification are:

- Minimum of 10 years' experience with design of Administrative, Professional, and Government Class 5 office buildings.
- Minimum of 10 years experience with design work in and around facilities with an attendance of 30,000 or more attendees at a fair or other event held within a concentrated period (i.e., 30 days or less).
- Specific and relevant experience in the following areas: regional market analysis; community building; application of CEQA; and landscape architecture.
- The CCA desires Consultant to utilize local consultants and expertise when possible.

California Public Records Act

All material submitted in response to this solicitation will become the property of the State of California and will not be returned. In addition, all material submitted may be considered a public



record by the CCA and subject to disclosure pursuant to the California Public Records Act (Government Code Section 6250 et seq.). Should the CCA receive a request for any submitted responses to this RFC, the firm submitting the requested submittal will be contacted prior to the disclosure of the response to determine what portions, if any, of the response may be considered confidential. The CCA reserves the right, consistent with the California Public Records Act, to make the final determination whether a submittal, or any portion of it, is confidential and not subject to disclosure.

Conflict of Interest Filings

Consultant/Firm agrees to file a Fair Political Practices Commission Form 700, Statement of Economic Interest with CCA, in accordance with CCA's Conflict of Interest Code.

RFP Submittal

Consultants/firms desiring to be considered to submit a response, limited to ten (10) pages maximum exclusive of a cover, index, and summary sheet. A firm brochure may also be submitted but is not required.

Submittal to address the required information and selection criteria outlined in the selection process section of this RFP. (Pages 11-12)

The response is to consist of two (2) bound hard copies and one (1) electronic pdf file on a USB flash drive and must be received in the CCA office no later than **5:00 p.m. Thursday, May 25, 2023**. Responses are to be submitted in a sealed envelope and include the firm name, project name, and project number 032-23-001 on the cover. Faxed or emailed submittals will not be accepted. Submitted material will be considered public information and will not be returned. CCA reserves the right to terminate the selection proceedings at any time.

Responses to be delivered to:

California Construction Authority (CCA),
1776 Tribute Road, Suite 220,
Sacramento, California 95815
Attn: Sean Slay

All selected qualified consultants/firms will be required to agree and conduct all projects in accordance with CCA's terms and conditions as presented in Appendix B.

It is the policy of the CCA to encourage the participation of Small Business Enterprises (SBEs) in all aspects of contracting to the maximum extent feasible. CCA has established participation goals of TWENTY-FIVE PERCENT (25%) for SBE. In awarding any contracts, the Authority will consider the efforts of a consultant to meet these goals. Further details of CCA SBE policy are included in Appendix C.



It is the policy of the CCA to encourage the participation of Disabled Veteran Owned Business Enterprises (DVBEs) in all aspects of contracting to the maximum extent feasible. Pursuant to State law, the CCA has established participation goals of THREE PERCENT (3%) for DVBE. In awarding any contracts, the Authority will consider the efforts of a consultant to meet these goals. Further details of CCA DVBE policy are included in Appendix D.

RFP Timeline

4/24/2023 Monday	RFP Advertise & Direct Contact Marketing Begins - External
5/10/2023 Wednesday	11 AM - Mandatory Onsite Pre-Proposal Conference - External
5/18/2023 Thursday	RFC Submission Deadline - External
5/25/2023 Thursday	RFC Response – External
6/1/2023 Thursday	5 PM - RFP Proposal Submission Deadline - External
6/2/2023 Friday	Q&A and Interviews (if necessary) – External
6/15/2023 Thursday	Notice of Intent to Award Issued - External
6/19/2023 Monday	Notice of Intent to Award Publicly Advertised - External
6/26/2023 Monday	One Week Waiting Period Expired - External
6/27/2023 Tuesday	Project Award - External

REQUIRED INFORMATION AND SELECTION CRITERIA

The CCA has established selection procedures for obtaining qualified firms to provide professional consulting services.

The criteria for determining and ranking the best-qualified professional consultants/firms will include the following items.

- Professional experience of Consultant/Firm, knowledge of applicable codes and regulations. (25%).
- Staffing and resource capabilities, including principal and key personnel to be assigned to projects, including abridged resumes. Identify Team Members that will work on this project. Identify their role and experience with Fair and Event Centers projects in California and specifically in South Orange County. (15%)
- Demonstrated ability to prepare work within fixed budgets and to meet time schedules. (15%)
- Nature and quality of projects completed within the last three (3) years, include a minimum of five (5) examples. (10%)
- Reliability and continuity of the firm (5%).
- Geographical coverage. Area where majority of projects completed (5%).
- Small Business and/or Disabled Veteran Business Enterprise status. See Appendix C and D. (5%)



- List of Professional References. Minimum of three (3) references with contact information. (5%)
- Project Fee and Fee Schedule. (10%) (Please note
- Open discussion and other considerations deemed relevant. (5%)

Firms that are interested may also submit copies of the following documents to support their submittal:

- Brochure (optional)
- Office of Small Business (SBE) & Disabled Veteran Business Enterprise (DVBE) and Certification (see Appendix C and D).
- Letter of interest.



PROPOSAL FORM

Administration Office Addition & Renovations

32nd DAA / OC Fair & Event Center

CCA Project No. 032-23-001

Submitting Firm Name: _____

Contact Name: _____

Mailing Address: _____

Telephone Number: _____

Email Address: _____

PROJECT FEE:

\$ _____ DOLLARS
(Numeric) (Written)



APPENDIX A

HISTORY & GENERAL INFORMATION

The OC Fair & Event Center is a 150-acre multi-use property owned and operated by the 32nd District Agricultural Association, a California state institution. The District is subject to the oversight of various state agencies, including the California Department of Food and Agriculture, Division of Fairs & Expositions. The District is used throughout the year for both public and private events, and educational and community activities. The District hosts over 150 events throughout the year and self-produces the annual OC Fair and Imaginology events, in addition to managing the Pacific Amphitheatre, an 8,200-seat outdoor amphitheater.

The District features 157,000 square feet of unique event space including exhibit buildings, meeting rooms and outdoor spaces – all available for rent throughout the year.

The property includes Centennial Farm, a three-acre working farm which educates the public, including over 100,000 school children through field trips, on the importance of agriculture in our daily lives. Centennial Farm features farm animals, California specialty crops and the “Table of Dignity” memorial honoring the work of Orange County agricultural workers.

Heroes Hall is a permanent museum and education center honoring the legacy of veterans through rotating exhibitions, performances, and educational programs. It features a restored two-story World War II era barracks building and an impressive Medal of Honor Courtyard honoring those who serve our nation. In addition, an A-4M Skyhawk aircraft complements the Heroes Hall Footprint.

The OC Fair, one of the most anticipated community events in Orange County, is a 23-day event held over a period of 31 days during July and August, and is open Wednesday through Sunday. The very first Orange County Fair was held in 1890.

The Pacific Amphitheatre is used periodically throughout the year for live performances and events and is home to a 23-day concert series during the annual OC Fair featuring headline musical acts and comedian performances. In recent years, the 23-day concert schedule has also included additional concerts before and after the annual OC Fair.

Imaginology takes place annually in April over a two-day period. The popular event features S.T.E.A.M. (Science, Technology, Engineering, Art & Math) workshops, demonstrations, competitions, and hands-on activities, providing students with the resources needed to freely explore their imaginations. Professionals from various fields such as electronics, robotics, agriculture, and creative arts are available to give participants a glimpse of future career paths.

The District manages and operates a seven-acre equestrian center (EQC) onsite that is used by private boarders and trainers. The EQC features barns, riding arenas and other facilities that support the equine community.



APPENDIX B

EXAMPLE

CALIFORNIA CONSTRUCTION AUTHORITY

CONSULTANTS STANDARD AGREEMENT

THIS AGREEMENT is made this 6th day of June, 2023, by and between the California Construction Authority hereinafter referred to as "CCA" or "Authority" and Fair Consulting Inc., hereinafter referred to as "Consultant".

1. Purpose

Consultant shall provide professional services in connection with the **"Administration Office Addition & Renovations" at the OC Fair & Event Center/32nd DAA**, CCA Project# 032-23-001.

2. Scope of Work

Consultant shall provide said services set forth in Exhibit A attached hereto and incorporated herein ("Exhibit A)". Consultant shall provide said services as requested from time to time in writing by the Executive Officer.

3. Compensation

- a. Consultant shall be compensated for services performed pursuant to this Agreement at the rates set forth in Exhibit A.
- b. Subject to modifications or amendments authorized pursuant to Section 11 herein, the total compensation for services performed by Consultant, pursuant to this Agreement, shall not exceed **XXXXX AND 00/100 DOLLARS (\$XX,XXX.00)**.
- c. Payments shall be paid monthly in arrears for services performed during the previous month. CCA will make payment no later than the tenth (10th) day of the month following the month during which Consultant's invoice is received by CCA.
- d. No retention will be held.

4. Materials, Supplies and Equipment

Except as otherwise specifically set forth herein, Consultant shall, at its sole cost and expense, furnish all materials, supplies, and equipment which is or may be required for performance of services pursuant to this Agreement.



5. Ownership

Consultant agrees that all work products including, but not limited to, professional and technical information, all work sheets, designs, drawings, reports, memoranda, and all other tangible personal property of whatever nature developed in the performance of this Agreement shall be the sole property of the Authority, provided that Consultant may retain file copies of these work products. Consultant shall provide these work products to Authority upon request. If Authority uses Consultant's work products for a project other than the project for which the work products were developed, Authority shall hold harmless and indemnify Consultant from any liability for such use to the extent permitted by law.

Consultant will be responsible for materials and equipment needed by you to perform these services.

- a. Except as otherwise directed in writing by Authority, all said work products shall be produced in draft form, marked "WORKING DRAFT" and treated as not being public records subject to disclosure pursuant to Government Code Sections 6250 et seq.
- b. Consultant agrees that the information disclosed to you and any work products produced by you pursuant to this agreement are confidential and you will:
 - (1) Hold such information and work product in confidence.
 - (2) Use such information or work product only as needed for the work to be performed under this agreement.
 - (3) restrict disclosure of such information and work product to those employees and agents (if any) who need to know such information or see such work product in connection with the work performed hereunder and cause such employees or agents to not disclose such information and work product.
 - (4) not copy or otherwise duplicate or distribute such information or work product or allow anyone else to copy or otherwise duplicate or distribute such information or work product except for the purposes of performing services under this agreement; and
 - (5) at Authority's request, promptly return to the Authority all then existing tangible information and work product and certify to the Authority that all other such information has been destroyed.

5.1 Copyright

Architect or Consultant irrevocably grants to CCA, California Fairs and State of California, any/each of them, a nonexclusive license to use any consultant copyrighted material submitted pursuant to this agreement. Such license shall include, but not be limited to, the right to use and reuse such copyrighted materials to construct the buildings or other matters covered by such copyrighted materials for additional use and to license such copyrighted materials for reuse. If the holder of the license modifies any such copyrighted materials for reuse, then Architect or Consultant shall not be deemed to warrant any of such copyrighted materials so modified.



6. Limitation of Compensation

CCA is not obligated to employ Consultant or pay royalties or other compensation of any kind to Consultant as a result of the use by CCA of the work products referred to in Section 5 hereof, whether or not said use relates to the project for which said work product was prepared. CCA shall hold Consultant harmless if product is used for other than intended development.

7. Term of Agreement

The term of this Agreement shall commence on the date first written above and shall terminate on **December 31, 2025** unless extended by mutual consent, in writing, by both parties or terminated as set forth herein.

8. Terms and Conditions

The Standard Form Terms and Conditions attached hereto as Exhibit B and incorporated herein ("Exhibit B") are made a part of this Agreement. Consultant's signature on this Agreement constitutes acknowledgement that Consultant has received said Terms and Conditions.

In the event of any inconsistency between any provision of this Agreement, including Exhibit B, and any provision of Exhibit A, the provisions of this Agreement, including Exhibit B, shall control. In the event of any inconsistency between any provision of this Agreement and any provision of Exhibit B, the provision of this Agreement shall control.

9. Exhibits

All exhibits referred to herein are attached hereto and are incorporated herein by reference.

10. Notices

Notices to the parties shall be sent to Consultant in the following form and at the following address:

*Fair Consulting Inc.
Attn: John Smith
123 Fair Drive
Costa Mesa, CA 93536
Phone: (916) 867-5309
Email: consultant@fairconsultinginc.com*

Notices to CCA shall be sent to the following address:

California Construction Authority (CCA)
Attn: Sean Slay - Construction Project Manager II
1776 Tribute Road, Suite 220
Sacramento, CA 95815-4410
Phone: (916) 570-3041
Fax: (916) 263-6116
Email: sslay@ccaauthority.or

11. Modification and Amendments

This Agreement may be modified or amended by mutual consent of Consultant and CCA, evidence in writing, and executed by the parties hereto.



12.

Conflict of Interest

a. Definitions

- (1) "Related Entity" includes all owners, directors, officers, and employees of Consultant and the immediate family members (including spouses, brothers, sisters, and children) of those owners, directors, officers and employees.
- (2) A Consultant has a "Financial Interest" if it is reasonably foreseeable that Consultant or any Related Entity may gain a material financial advantage as a result of Consultant's relationship with any bidder, prospective bidder, contractor, subcontractor, or any other entity connected with or directly affected by the services to be performed by this Agreement.

b. Representations

- (1) Consultant represents that it has made diligent inquiry of each Related Entity and that, except as listed below, neither it nor any Related Entity has a Financial Interest in any bidder, prospective bidder, contractor, subcontractor, or any other entity connected with or directly affected by the services to be performed by this Agreement.

(Name)	(Name)
(Address)	(Address)
(Relationship to Consultant)	(Relationship to Consultant)
_____ (initial and use a separate sheet of papers, if necessary).	

- (2) Consultant represents that it has made diligent inquiry of each Related Entity and that, except as listed below, neither it nor any Related Entity has a Financial Interest, or anticipates having a Financial Interest, in any contract made, or to be made, by CCA in which Consultant has advised CCA or has participated in preliminary discussions, negotiations, compromises, reasoning, planning, drawing of plans and specifications, or solicitations of bids.

(Name)	(Name)
(Address)	(Address)
(Relationship to Consultant)	(Relationship to Consultant)
_____ (initial and use a separate sheet of papers, if necessary).	



- (3) Consultant represents that neither it nor any Related Entity will be a purchaser at any sale made by CCA during the term of this Agreement.
- (4) Consultant represents that neither it nor any Related Entity will be a vendor at any purchase made by CCA during the term of this Agreement.
- (5) Consultant represents that, if disclosure is required pursuant to subdivision c. below, a completed "Form 700 Statement of Economic Interests For Designated Employees" is attached hereto as Exhibit ___ for each owner, director, and officer of Consultant, and for each employee of Consultant responsible for the performance of services under this Agreement.
- (6) Consultant represents that, if disclosure is required pursuant to subdivision c. below, a completed "Form 700 Statement of Economic Interests For Designated Employees" shall be filed for any new owner, directors, or officers during the term of this Agreement.
- (7) Consultant represents that, if disclosure is required pursuant to subdivision c. below, a complete "Form 700 Statement of Economic Interests For Designated Employees" shall be filed for any new employee assigned to perform services under this Agreement; provided, however, that Consultant shall first obtain the consent of CCA for a assignment of any new employees to perform services under this Agreement.
- (8) Consultant represents that it will, and has, attempted to contact CCA to resolve any questions or ambiguities regarding the representations and disclosures required by this Section. Consultant makes the representations in this Section under penalty of perjury under the laws of the State of California.

c. Disclosures

- (1) CCA hereby determines that Consultant is hired to perform a range of duties that are limited in scope. A description of Consultant's duties are contained in "Exhibit A." Based upon that description, Consultant shall:

- Not be required to file a Form 700
- File a Form 700 and disclose pursuant to:
 - Category 1
 - Category 2
 - Category 3

California Fair Financing Authority Executive Director

- (2) Disclosure Categories

Category 1: Persons designated in this category shall disclose all investments, business positions in business entities, interest in real property, and sources of income, and also report business positions in business entities or persons who have filed a claim, or have a claim pending, against the CCA.



Category 2: Persons designated in this category shall disclose investments, business positions in business entities, and income from sources of the type which within the previous two (2) years have contracted with CCA to furnish services, supplies or materials.

Category 3: Persons designated in this category shall disclose: (a) investments and business positions in any business entity which, during the reporting period, was awarded or bid upon a contract of CCA for, or supplied to it under contract, materials, goods, supplies, or services; (b) interest in real property which, during the reporting period, was acquired by, leased, or otherwise used by CCA for any consideration; and (c) each source of income, provided the income was furnished by or on behalf of any person furnishing or offering to provide real or personal property or services to CCA as stated in subparts (a) or (b) above.

d. Public Record

This contract and all disclosure forms filed pursuant to this contract are public records as defined by Government Code Section 6250, et seq.

CALIFORNIA FAIR FINANCING AUTHORITY

CONSULTANT

By: _____
Randy Crabtree Jr.
Executive Officer of CCA
1776 Tribute Rd., Suite 200
Sacramento, CA 95815-4410

By: _____
John Smith
Fair Consulting Inc.
123 Fair Drive
Costa Mesa, CA 92626

Federal ID Number



CONTRACT STANDARD TERMS AND CONDITIONS

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of Authority.
2. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
3. Indemnification. Consultant shall indemnify, protect, defend and hold harmless the State of California, the Authority, California Construction Authority, their members, officers, agents, servants and employees (collectively, the "Indemnitees") from and against any and all Losses (as defined below) arising directly or indirectly, in whole or in part, out of this Agreement or the performance of Consultant's duties under this Agreement, except where such "Losses" are due to the sole active negligence or willful misconduct of the Indemnitees or any of them. As used in this Agreement, "Losses" means claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative or judicial proceedings and orders, judgments, remedial action requirements, enforcement and actions of any kind (including, but not limited to, clean-up actions) and all costs and expenses incurred in connection therewith, including, but not limited to, actual attorney's fees and costs of defense."
4. Consultant not Agent. Except as Authority may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the Authority in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Authority to any obligation whatsoever.
5. Products of Consulting. All products of consulting shall become the sole property of the Authority and shall be delivered to the Authority before the end of performance under this Agreement.
6. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
7. Termination. This Agreement may be terminated by either party on forty-eight (48) hours written notice to the other; provided, however, if Consultant terminates this Agreement, Consultant shall complete any work assigned to Consultant prior to such termination being effective. The effective date of termination shall be the 48th hour of said written termination notice with no further action by either party.



In the event Authority abandons the project, upon written notification to the Consultant, this Agreement shall terminate. Consultant shall be entitled to the compensation earned by it through the date of termination, computed pro rata up to and including that date. Consultant shall be entitled to no further compensation as of the date of termination except as may be necessary to wind up any work in progress and to deliver products to the Authority. In no event shall the Authority be liable for lost profit.

8. Products to be delivered on Termination. In the event of termination of this Agreement, Consultant shall immediately deliver to Authority all files, memoranda, notes, draft reports and all other matter prepared by Consultant in the course of providing services pursuant to this Agreement, excepting any such material necessary for consultant to complete any work assigned prior to termination by Consultant. All such material shall be the sole property of the Authority.

9. Notices. Any and all notices, demands, requests, or other matters required by this Agreement or by law to be served on, given to, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, certified postage prepaid, addressed to the Authority or Consultant as provided in this Agreement. Either party may change his address for the purpose of notices by giving written notice of such change to the other party in the manner as herein provided.

10. INSURANCE

- A. General: The minimum insurance coverages and requirements set forth below shall be maintained by Consultant for the complete term of the Agreement with a licensed insurance carrier(s) acceptable to Authority (hereinafter "insurance requirements"). If Consultant fails to maintain any of the insurance requirements Authority may, but is not required to, obtain such insurance and deduct premiums due for same from any sums due Consultant under the Agreement. Failure of Authority to obtain such insurance shall in no way relieve Consultant of its responsibilities under this Agreement. In no event is Authority responsible for the payment of premiums or deductibles of the required coverages. The failure of Consultant to comply with any of the insurance requirements shall constitute a material breach of the Agreement by Consultant and enable Authority to, along with any other remedies available, terminate the Agreement.

It is the intent of the parties that Consultant's insurance coverage shall be primary and that any separate coverage available to Authority, the State of California, or the Fair (or County) named in the Agreement shall be secondary. Nothing contained in this Agreement shall be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of all damages resulting from Consultant's operations, acts, omissions or negligence.



B. Certificate of Insurance Requirement

Consultant shall furnish to Authority a Certificate of Insurance on a standard ACORD form, or other form acceptable to Authority, substantiating the required coverages and limits set forth above and also containing the following:

- i. Thirty (30) days prior written notice to Authority of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and
- ii. The following statement with respect to the comprehensive general liability policy: "That Authority, the State of California, the Fair (or County) named in the Agreement, their agents, officers, servants, and employees are made additional insureds insofar as the operations under the Agreement are concerned."

C. Comprehensive General Liability

- iii. Comprehensive general liability insurance shall be maintained in a minimum amount of a combined single limit of \$1,000,000 (One Million Dollars) per occurrence as respects bodily injury and/property damage and must also include the following coverages: personal injury, broad form property damage, products and completed operations, contractual liability, losses related to independent contractors and equipment, and explosion, collapse and underground hazards (hereinafter "the liability policy").
- iv. Additional Insured Endorsement - The liability policy shall contain an endorsement in the form of ISO "Additional Insured - Owners, Lessees or Contractors, Form B" naming Authority, , the State of California, and the Fair (or County) named in the Agreement as additional insureds. No modification of ISO Additional Insured Form B will be permitted.
- v. The liability policy shall specify that (1) the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured and (2) it acts as primary insurance and that no coverage held by Authority, , the State of California, or the Fair (or County) named in the Agreement shall be called upon to cover, either in full or in part, any loss covered under it.

D. Professional Liability

- vi. If the fee for services to be provided under this Agreement exceeds \$20,000 (Twenty Thousand Dollars), Consultant shall maintain Professional Liability Insurance covering services and operations under this Agreement in the amount of \$500,000 (Five Hundred Thousand Dollars) per occurrence or in the amount of the fee for services, whichever is greater, with deductibles and exclusions



acceptable to Authority. Such coverage is to be maintained for a period of not less than three (3) years following acceptance of work by Authority.

E. Workers' Compensation

- vii. Consultant shall be a qualified self-insurer pursuant to the requirements of the California Labor Code or shall maintain full workers' compensation insurance coverage in accordance with "The Workers' Compensation and Insurance Act," Division IV of the Labor Code, along with Employer's Liability coverage in a minimum sum of \$1,000,000 (One Million Dollars), with either the State Compensation Insurance Fund or a licensed carrier.
- viii. If any injury occurs to any employee of Consultant for which the employee (or his dependents in the event of his death) may be entitled to compensation from Authority under the provisions of said Act, an amount sufficient to such compensation shall be retained by Authority out of the sums due Consultant under the Agreement until such compensation is paid or it is determined that no compensation is due. If Authority is required to pay such compensation, the amount so paid will be deducted from the sums due Consultant.
- ix. If appropriate, Consultant shall execute the "No Employees Certification Form" attached.

F. Certified Copies of Policies

- x. Upon request by Authority, Consultant shall immediately furnish to Authority a complete copy of any policy required herein, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy.

G. Automobile Liability Insurance

- xi. Consultant shall carry automobile liability insurance with a minimum coverage of \$500,000 per person and per accident for bodily injury and \$100,000 for property damage. Consultant shall either
 - a. Provide Authority with a certificate of insurance on a standard form showing that Consultant maintains the required automobile liability insurance, that the insurer shall not terminate or modify coverage without twenty (20) days' advance written notice to Authority, and that Authority, the State of California and Fair where the work is performed are additional insureds; or
 - b. Affirm in writing the name of Consultant's automobile liability insurer and policy number, the policy limits and effective dates of coverage, which the coverage will be kept in place for the duration of the Agreement, that Consultant has a valid driver's license, and that his or her vehicle is in proper operating condition.



11. Licenses. At its sole cost, Consultant shall obtain and keep in full force and effect during the term of this Agreement, all licenses, permits and other entitlements required for Consultant to legally perform the services provided pursuant to federal, state and local authorities.

12. Attorney's Fees. In the event any action is brought by either party to this contract to enforce this contract or for breach of this contract or for a declaration of rights and duties of the parties to this contract, the prevailing party shall recover its cost of suit and attorney's fees incurred in such action from the other party.

13. Fair Employment. In the performance of this Contract, Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, mental condition, marital status, sex or age* pursuant to Section 12940 et seq. of the Government Code. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religious mental condition, marital status, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; terms, conditions or privileges of employment; and selection for training, including apprenticeship. Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this Fair Employment provision.

Consultant will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment and Housing Commission or the Authority for the purposes of investigation to ascertain compliance with the Fair Employment section of this contract.

Remedies for willful violation:

1. The Authority may determine a willful violation of these Fair Employment provisions to have occurred upon receipt of a final judgment having that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the California Fair Employment and Housing Act, and has issued an order, under Government Code Section 12970, which has become final, or obtained injunctive relief under Government Code Section 12973.

2. For willful violations of these Fair Employment provisions, the Authority shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the Authority in securing the goods or services hereunder shall be borne and paid by consultant and his surety under the performance bond, if any, and the Authority may deduct from any monies due or that thereafter may become due to Consultant, the differences between the price named in the contract and the actual cost thereof to the Authority.



* It is an unlawful employment practice for an employer to refuse to hire or employ, or to discharge, reduce, suspend, or demote any individual over the age of 40 on the ground of age, except in cases where the law complies or provides for such action...." (Government Code Section 12941)



APPENDIX C

CALIFORNIA CONSTRUCTION AUTHORITY (CCA) PARTICIPATION GOALS FOR SMALL BUSINESS ENTERPRISES (SBE)

PROGRAM STATEMENT

1. It is the policy of the CCA to encourage the participation of Small Business Enterprises (SBEs) in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to increase the utilization of SBEs.

CCA has established participation goals of TWENTY FIVE PERCENT (25%) for SBE. In awarding any contracts, the Authority will consider the efforts of a consultant to meet these goals. Therefore, each selected firm must meet these goals or must make a "good faith effort" to meet these goals. Failure to meet these goals, or to make a good faith effort, may form the basis upon which CCA determines that the consultant is non-responsive, making the consultant ineligible for awards under the contract. The CCA reserves the right to exempt certain contracts from the participation goals, as it is the Authority's policy to attempt to achieve these participation goals on an annual basis.

2. The consulting firm, and its vendors, suppliers, and their subcontractors who feel they may qualify as a SBE are encouraged to complete a bidder's application SBE certification form which is available at:

Department of General Services
Office of Small Business and DVBE Services
707 Third Street
West Sacramento, CA 95605
(916) 375-4940

3. Please indicate whether or not the submitting consultant/firm is a SBE.

A. Yes [] No []

Certification No. _____

Certified By: _____

Expiration Date: _____

B. Percentage of contract responsibility to be performed by responding firm: _____



C. If certified SBE subcontractor’s suppliers and/or third parties will be used to perform any or all of the contract, please state name of firm, service or commodity to be provided, and the percentage of contract responsibility.

NAME OF FIRM	SBE #	SERVICE OR COMMODITY	% OF RESPONSIBILITY
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. All submitting Firms must select the appropriate certification, date and sign.

Firm **listing** SBE participation:

I hereby certify that I have made a diligent effort to ascertain facts with regard to the representations made herein, to the best of my knowledge and belief, each firm set forth in this bid as a SBE is such an enterprise.

Firm **not** meeting the Authority’s participation goals:

I hereby certify that I have made a “good faith effort,” as defined by section, to meet the SBE participation goals for this contract.

Firm **not** using outside services:

I hereby certify that no work or material is to be supplied by an outside source and therefore are unable to meet SBE participation goals.

Bidders

This declaration is executed on this ____ day of _____, _____, in _____ California.

Signature

Print



APPENDIX D

DISABLED VETERAN OWNED BUSINESS ENTERPRISES (DVBE)

CALIFORNIA CONSTRUCTION AUTHORITY (CCA) PARTICIPATION GOALS FOR DISABLED VETERAN OWNED BUSINESS ENTERPRISES (DVBE)

PROGRAM STATEMENT

1. It is the policy of the CCA to encourage the participation of Disabled Veteran Owned Business Enterprises (DVBEs) in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to increase the utilization of DVBEs.

Pursuant to State law, the CCA has established participation goals of THREE PERCENT (3%) for DVBE. In awarding any contracts, the Authority will consider the efforts of a consultant to meet these goals. Therefore, each Bidder must meet these goals or must make a "good faith effort," as defined by Section 10115 et seq. of the Public Contract Code, to meet these goals. Failure to meet these goals, or to make a good faith effort, may form the basis upon which Authority determines that the consultant is non-responsive, making the consultant ineligible for awards under the contract. The CCA reserves the right to exempt certain contracts from the participation goals, as it is the Authority's policy to attempt to achieve these participation goals on an annual basis.

2. The consulting firm, and its vendors, suppliers, and their subcontractors who feel they may qualify as a DVBE are encouraged to complete a bidder's application DVBE certification form which is available at:

Department of General Services
Office of Small Business and DVBE Services
707 Third Street
West Sacramento, CA 95605
(916) 375-4940

3. Please indicate whether or not the submitting consultant/firm is a DVBE.

A. Yes [] No []

Certification No. _____

Certified By: _____



Expiration Date: _____

B. Percentage of contract responsibility to be performed by responding firm: _____

C. If certified DVBE subcontractor's suppliers and/or third parties will be used to perform any or all of the contract, please state name of firm, service or commodity to be provided, and the percentage of contract responsibility.

NAME OF FIRM	DVBE #	SERVICE OR COMMODITY	% OF RESPONSIBILITY
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. All submitting Firms must select the appropriate certification, date and sign.

[] Firm **listing** DVBE participation:

I hereby certify that I have made a diligent effort to ascertain facts with regard to the representations made herein, to the best of my knowledge and belief, each firm set forth in this bid as a DVBE is such an enterprise as defined in section 10115.1 of the State Public Contract Code.

[] Firm **not** meeting the Authority's participation goals:

I hereby certify under penalty of perjury under the laws of the State of California that I have made a "good faith effort," as defined by section 10115.2 of the State Public Contract Code, to meet the DVBE participation goals for this contract.

[] Firm **not** using outside services:

I hereby certify that no work or material is to be supplied by an outside source and therefore are unable to meet DVBE participation goals.

Bidders

This declaration is executed on this ____ day of _____, _____, in _____ California.

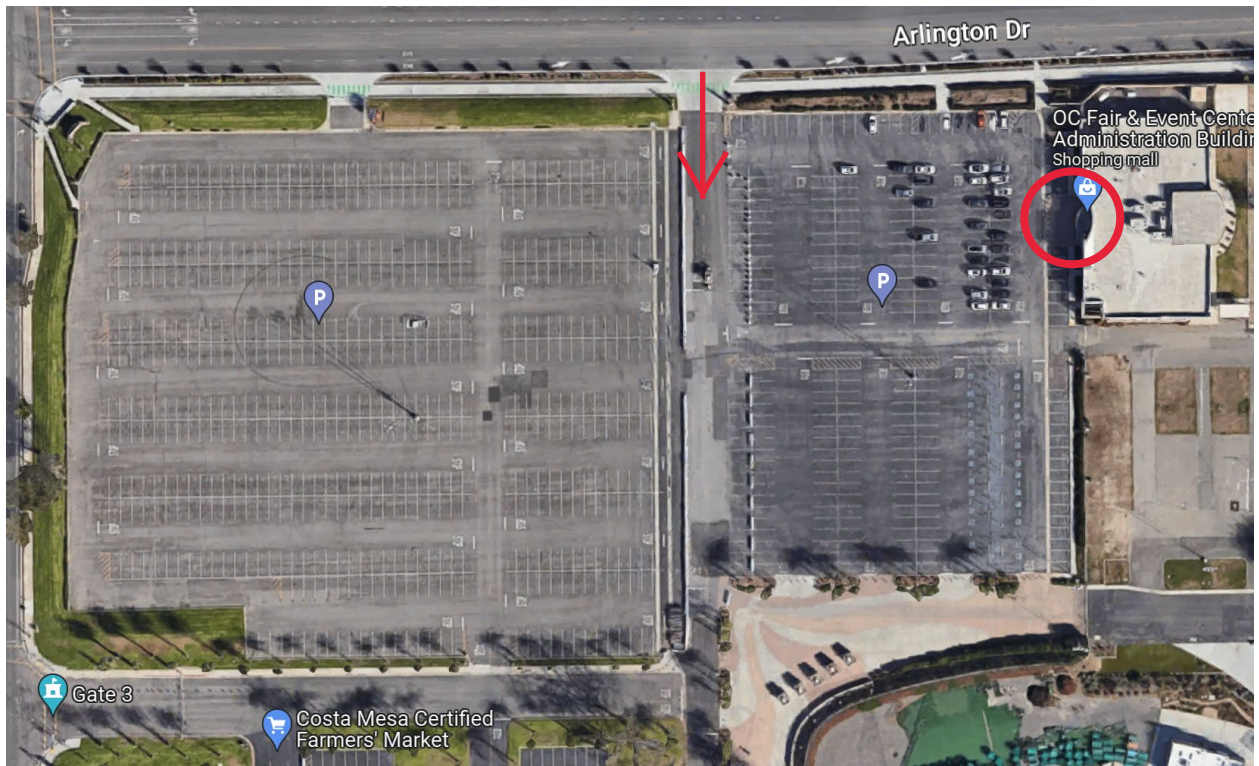
Signature

Print



APPENDIX E

Mandatory Preproposal Meeting Location Map





Primary Project Area Map

