



Funding Contract 1

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

Project: 036-24-611544 - Dixon Roofing
655 S 1st St
Dixon, California 95620
Phone: 707-678-5529

Roofing - Funding Agreement

FUNDING SOURCE:	36th District Agricultural Association 655 S. First St. Dixon, California 95620	CONTRACTOR:	California Construction Authority 1776 Tribute Road, Suite 220 Sacramento, California 95815
ARCHITECT/ENGINEER:		DATE CREATED:	03/14/2024
CONTRACT STATUS:	Approved	CREATED BY:	Travis Johnson (California Construction Authority)
EXECUTED:	No	DEFAULT RETAINAGE:	0.0%
		CONTRACT DATE:	06/18/2024
ESTIMATED COMPLETION DATE:	07/23/2025	ACTUAL COMPLETION DATE:	

DESCRIPTION:

This Agreement, made between the Dixon May Fair ("Fair") and California Construction Authority ("CCA"), details the estimated funding requirements and schedule for CCA to provide Construction Management services to Fair for the abovementioned project.

ATTACHMENTS:

TERMS:

This Funding Agreement, referred to as "Agreement" and previously known as Individual Project Agreement ("IPA"), is entered into on the Contract Date above by and between the California Construction Authority ("CCA"), a Joint Powers Authority, and the Dixon May Fair ("Fair"). CCA and Fair are referred to as the "parties" and individually referred to as a "party."

Whereas CCA and Fair desire to enter into this Funding Agreement to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

- Master Project Agreement Incorporated.** All terms and conditions of the Master Project Agreement / MOU between the parties are incorporated herein by this reference.
- Scope of Services.** CCA shall perform the services and work set forth in the Scope of Services ("Services"), attached hereto as "Scope of Work" and incorporated herein, for the identified project ("Project").
- Not to Exceed Amount.** The total estimated project cost is **FIVE HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED SIXTY-TWO and 50/100 (\$596,462.50)**, or as later modified in writing between the parties.
- Project Budget; CCA Fees.** The Schedule of Values, including CCA fees, is included and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Schedule of Values.
- Payment Schedule.** Payment will be made in the full amount stated above and shall be paid concurrently with the execution of this Agreement.
- Project Budget Funds.** The Fair shall place the Project Budget funds into the Project Fund Account held by CCA. CCA shall administer the Project Fund Account in accordance with the terms of this Agreement and CCA policy.
CCA shall provide the Fair with accounting reports of Project funds, at completion of project following reconciliation, or upon request of the Fair, if required.
- Termination.** Either party may terminate this Agreement by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this Agreement, Fair shall compensate CCA, in accordance with the Project Budget, for all Services performed prior to termination including compensation for all non-revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

8. **Third Parties.** The performance of CCA's Scope of Services inures to the benefit of the Fair. To provide these services, CCA may engage third parties. Additionally, known, and unknown third parties may be affected by the performance of this Agreement. 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 Agreement, 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.
9. **Disputes.** Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CCA will take no further action until the Fair accepts the terms and conditions of this Agreement. 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 Agreement. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this Agreement with the Fair.

The Parties hereto agree to the terms of this Agreement.

SCOPE OF WORK: Upon receipt of signed Funding Agreement, CCA will perform the following services and work:

1.
 1. CCA will retain a qualified architect to develop plans
 2. CCA will perform a plan review if necessary.
 3. CCA will obtain any required Fire Marshal permit.
 4. CCA will engage a qualified contractor to conduct the construction work in accordance with approved plans and scope below:
 - Madden Hall: Remove foam roofing and replace with TPO
 - Denverton Hall: Fix leaks on entry and apply coating on main roof
 - Main Entry: Remove and replace comp shingles
 - Maine Prairie and Silveyville: Remove and replace comp shingles
 5. CCA will inspect the work.
 6. CCA will provide project management and administration services associated with the construction process.

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

#	Budget Code	Description	Amount
1	01-100.4. CON Construction Contract	Construction Contract	\$465,000.00
2	01-105.4. CON Construction Allowance	Construction Allowance	\$20,000.00
3	01-110-10.1. DD Design Development Contingency (1%)	Design Contingency	\$1,500.00
4	01-110-10.3. BD Bidding Process Contingency (0.5%)	Design Contingency	\$2,325.00
5	01-110-20.4. CON Construction Project Contingency	Construction Contingency	\$46,500.00
6	01-140-10.1. DD Project Management (1%)	Construction Project Management Fees (%)	\$4,650.00
7	01-140-10.2. CD Project Management (1%)	Construction Project Management Fees (%)	\$4,650.00
8	01-140-10.3. BD Project Management (1%)	Construction Project Management Fees (%)	\$4,650.00
9	01-140-10.4. CON Project Management (7%)	Construction Project Management Fees (%)	\$32,550.00
10	01-200-10.1. DD Professional Services - Architecture (4%)	Architect	\$6,500.00
11	01-230-10.2. CD Agency Review Fees (0.5%)	Plan Review	\$2,325.00
12	01-230-30.4. CON Inspections (1%)	Inspections - Construction	\$4,650.00
13	01-240-10.3. BD Travel (.1%)	Travel	\$465.00



#	Budget Code	Description	Amount
14	01-240-10.4. CON Travel (.1%)	Travel	\$465.00
15	01-240-50.4. CON Printing/Misc. Office Supplies (0.05%)	Misc	\$232.50
Grand Total:			\$596,462.50

36th District Agricultural Association
655 S. First St.
Dixon, California 95620

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

SIGNATURE **DATE** **SIGNATURE** **DATE** **SIGNATURE** **DATE**