

OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
As of May 31, 2020

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
California Fair Financing Authority	03213031/B, Const	08/15/13	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70
California Fair Financing Authority	03216012	02/24/16	Heroes Hall Renovation Project	CFFA	\$3,850,738.72
California Fair Financing Authority	03218033	09/18/18	Equestrian Center Fire Alarm System	CFFA	\$75,811.50
California Fair Financing Authority	03218043	12/20/18	Seal and Stripe Carnival and Kiddie Carnival	CFFA	\$150,000.00
California Fair Financing Authority	03218041	02/06/19	Land Survey	CFFA	\$80,000.00
California Fair Financing Authority	03219004	02/06/19	Costa Mesa Bldg HVAC - Project Bidding	CFFA	\$64,654.04
California Fair Financing Authority	03219009	02/08/19	Huntington Beach HVAC - Project Bidding	CFFA	\$58,750.50
California Fair Financing Authority	03219010	02/13/19	Building 15 HVAC - Project Bidding	CFFA	\$34,390.50
California Construction Authority	03218040	03/07/19	A4 Skyhawk Relocation	CCA	\$47,791.00
California Construction Authority	03218040	07/25/19	A4 Skyhawk Monument Construction	CCA	\$636,454.24
California Construction Authority	03219001	10/15/19	Facility Audit - EMG	CCA	\$224,122.99
California Construction Authority	03219054	10/21/19	PacAmp Lighting Upgrade - Project Bidding	CCA	\$7,199.50
California Construction Authority	03219057	11/06/19	Lot G Paving	CCA	\$883,287.00
California Construction Authority	03220010	02/13/20	Costa Mesa HVAC Replacement	CCA	\$39,635.50
California Construction Authority	03220011	02/13/20	Huntington Beach HVAC Replacement	CCA	\$51,835.50
California Construction Authority	03220015	02/13/20	2020 Storm Water Program Assistance	CCA	\$41,803.01
California Construction Authority	03220018	03/05/20	Sprinkler Head Replacement Project	CCA	\$32,259.00
New					
California Construction Authority	03220025	05/04/20	Campground Storm Water Infrastructure Project	CCA	\$249,941.50
California Construction Authority	03220026	05/04/20	Equestrian Center Storm Water Infrastructure Project	CCA	\$74,937.50
California Construction Authority	03220038	05/07/20	Landscape & Turf - Plaza Pacifica South Lawn	CCA	\$159,249.59
Revision/Amendment					

Joint Powers Authority

Invoices Paid May 2020



California
CONSTRUCTION
AUTHORITY

1776 Tribute Road, Suite 220
Sacramento, CA 95815

Reception (916) 263-6100
Fax (916) 263-6116

Paid: 5/13/2020
Check# 88759

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

Invoice

Invoice Number: 2834
Invoice Date: 5/4/2020
Customer Code: 32nd
Project: 03220025
Campground Storm Water

-Please make checks payable to California Construction Authority
-Please process payment via ACH/WIRE or send check via certified mail,
contact CCA for more details

Description	Amount
Assemble Bid Package	2,500.00
Construction Cost	195,000.00
Construction Contingency	19,500.00
Inspections	6,200.00
Special Inspections	5,000.00
Estimated Reimbursables	1,850.00
Construction Administration Fees	19,500.00
Handling Fee	391.50
	\$249,941.50

Thank you for your business!

Questions: mlee@ccaauthority.org

Net Invoice: \$249,941.50
Sales Tax: 0.00
Invoice Total: \$249,941.50



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Sacramento, CA 95815

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Fax (916) 263-6116

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LETTER OF UNDERSTANDING **Camp Ground Storm Water Infrastructure Project**

To: 32nd DAA, OC Fair & Event Center

Date: May 4, 2020

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

Subject: Letter of Understanding No. 20-025 (CCA Project No. 032-20-025)

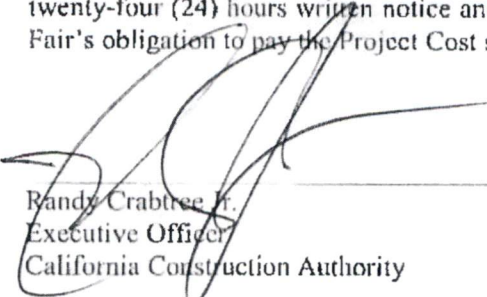
This Letter of Understanding ("LOU") is entered into between California Construction Authority ("Authority") and the 32nd DAA, OC Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated January 1, 1997 to complete the scope of services set forth in Exhibit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

PROJECT: See Exhibit A, Camp Ground Storm Water Infrastructure Project
SCHEDULE: Work to be completed by August 7, 2020
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 May 15, 2020, Fair shall remit funds to the Authority in the amount of **TWO HUNDRED FORTY NINE THOUSAND NINE HUNDRED FORTY ONE and 50/100 Dollars (\$249,941.50)**, which is the current estimated Project Cost. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the Project Account. Upon receipt of such notice, Fair will immediately remit additional funds to the Authority.

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


Randy Crabtree Jr.
Executive Officer
California Construction Authority

Date

 5-7-2020
Michele Richards
Chief Executive Officer
OC Fair & Event Center

Date



California
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Authority

1776 Tribute Road, Suite 220
Sacramento, CA 95815

Reception (916) 263-6100
Fax (916) 263-6116

FINANCING
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Exhibit A

May 4, 2020

Project No. **032-20-025**
Subject: **32nd District Agricultural Association
Camp Ground Storm Water Infrastructure Project**

The cost proposal is for the Solicitation of Bids, Administration and Award of Bid, Project Management, Construction Inspection, and a Final Inspection for the Camp Ground Storm Water Infrastructure Project at the OC Fair and Event Center (Fair), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. CCA will prepare the bid documents, manage the bid solicitation, bid opening and award process; The Fair will conduct the job walk.
- C. CCA will provide project administration services associated with the Bidding Process for the Camp Ground Storm Water Infrastructure Project.
- D. CCA will prepare the contract documents, contract oversight, project management, construction inspection, and conduct final inspection for the project.

This cost proposal is for the Bid Solicitation and Administration process plus Contract Award and Administration, Project Management including Final Inspection. The Fair understands that additional costs may be incurred if the bidding is extended beyond the anticipated bid due date of June 18, 2020, or if the project requires an additional bid process. Included in this cost proposal are CCA's Project Administration fees.

CCA fees and estimated reimbursable costs to provide the "Solicitation of Bids, Administration and Award of Bid, Project Management, Construction Inspection, and a Final Inspection", for the **Camp Ground Storm Water Infrastructure Project** are estimated to be \$249,941.50, as detailed below. A breakdown of the estimated cost follows:

**OC Fair/32nd DAA
Campground Storm Water Infrastructure
Project Cost Breakdown**

PROJECT BIDDING COSTS		
Advertising/Assemble Bid Package	\$2,500.00	
	Project Sub-Total	\$2,500.00
PROJECT CONSTRUCTION COSTS - ESTIMATED		
Construction Cost	\$ 195,000.00	
10% Contingency	\$ 19,500.00	
	Project Sub-Total	\$ 214,500.00
**PROFESSIONAL SERVICES/CONSULTANTS		
Inspection Services	\$ 6,200.00	
Special Inspection (Geo Technical)	\$ 5,000.00	
	Professional Services Sub-Total	\$ 11,200.00
**REIMBURSABLES (Estimate)		
Travel	\$ 1,600.00	
Misc.	\$ 250.00	
	Reimbursable Sub-Total	\$ 1,850.00
MANAGEMENT/ADMINISTRATION FEES		
Construction Project Administration Fee (10%)	\$ 19,500.00	
Other Direct Costs Handling Fee (3%)	\$ 391.50	\$ 19,891.50
Total Costs, with Fees and Estimated Costs		\$ 249,941.50

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

It is scheduled that the project will commence as soon as possible and be completed by August 7, 2020. If any third party professional services/consultant outside services, contracted by CCA on behalf of this project, are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CCA.

The performance of CCA's scope of services inures to the benefit of the Fair. To accomplish these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CCA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of

claims asserted by third parties against CCA. The Fair shall not reimburse CCA for costs and expenses incurred as a result of CCA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by 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 a 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 20-025, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 20-025, 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 Sean Slay at (916) 470-4673.



California
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AUTHORITY

1776 Tribute Road, Suite 220
Sacramento, CA 95815

Reception (916) 263-6100
Fax (916) 263-6116

Paid: 5/13/2020
Check# 88759

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

Invoice

Invoice Number: 2835
Invoice Date: 5/7/2020
Customer Code: 32nd
Project: 03220038
OC landscap and Turf South Lawn

-Please make checks payable to California Construction Authority
-Please process payment via ACH/WIRE or send check via certified mail,
contact CCA for more details

Description	Amount
Construction Cost	141,612.24
Construction Contingency	7,080.61
Inspections	1,500.00
Estimated Reimbursables	500.00
Construction Administration Fees	8,496.74
Handling Fee	60.00
	\$159,249.59

Thank you for your business!

Questions: mlee@ccaauthority.org

Net Invoice: \$159,249.59
Sales Tax: 0.00
Invoice Total: \$159,249.59



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1776 Tribute Road, Suite 220
Sacramento, CA 95815

Reception (916) 263-6100
Fax (916) 263-6116

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LETTER OF UNDERSTANDING **LANDSCAPE AND TURF - PLAZA PACIFICA SOUTH LAWN**

To: 32nd DAA, OC Fair & Event Center Date: May 7, 2020

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

Subject: Letter of Understanding No. 20-038 (CCA Project No. 032-20-038)

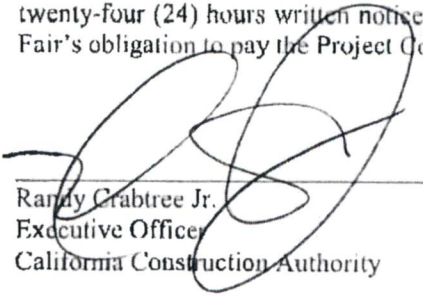
This Letter of Understanding ("LOU") is entered into between California Construction Authority ("Authority") and the 32nd DAA, OC Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated January 1, 1997 to complete the scope of services set forth in Exhibit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

PROJECT: See Exhibit A, Landscape and Turf - Plaza Pacifica South Lawn
SCHEDULE: Work to be completed by June 30, 2020
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 May 15, 2020, Fair shall remit funds to the Authority in the amount of **ONE HUNDRED FIFTY NINE THOUSAND TWO HUNDRED FORTY NINE and 59/100 Dollars (\$159,249.59)**, which is the current estimated Project Cost. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the Project Account. Upon receipt of such notice, Fair will immediately remit additional funds to the Authority.

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


Randy Crabtree Jr.
Executive Officer
California Construction Authority

Date


Michele Richards
Chief Executive Officer
OC Fair & Event Center

Date



California
CONSTRUCTION
Authority

1776 Tribute Road, Suite 220
Sacramento, CA 95815

Reception (916) 263-6100
Fax (916) 263-6110

FINANCING
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Exhibit A

MAY 7, 2020

Project No. **032-20-038**
Subject: **32nd District Agricultural Association
Landscape and Turf - Plaza Pacifica South Lawn**

The cost proposal is for the Solicitation of Bids, Administration and Award of Bid, and a Final Inspection for the Artificial Turf Improvement Project at the OC Fair and Event Center (Fair), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. CCA will solicit proposals, manage the proposal process, and award process; No job walk will be required.
- C. CCA will provide project administration services associated with the Proposal Process for the Landscape and Turf - Plaza Pacifica South Lawn.
- D. CCA will prepare the contract documents, contract oversight, and conduct final inspection for the project.

This cost proposal is for the Proposal Solicitation and Administration process plus Contract Award and Administration, including Final Inspection. The Fair understands that additional costs may be incurred if the bidding is extended beyond the anticipated Proposal due date of May 22, 2020, or if the project requires an additional proposal process. Included in this cost proposal are CCA's Project Administration fees.

CCA fees and estimated reimbursable costs to provide the "Proposal Solicitation and Administration" support, for the **Landscape and Turf - Plaza Pacifica South Lawn** are estimated to be \$159,249.59, as detailed below. A breakdown of the estimated cost follows:

**OC Fair/32nd DAA
Landscape and Turf - Plaza Pacifica South Lawn
Project Cost Breakdown**

PROJECT BIDDING COSTS		
Advertising/Assemble Bid Package	\$0.00	
	Project Sub-Total	\$0.00
PROJECT CONSTRUCTION COSTS - ESTIMATED		
Construction Cost	\$ 141,612.24	
5% Contingency	\$ 7,080.61	
	Project Sub-Total	\$ 148,692.85
**PROFESSIONAL SERVICES/CONSULTANTS		
Inspection Services	\$ 1,500.00	
	Professional Services Sub-Total	\$ 1,500.00
**REIMBURSABLES (Estimate)		
Travel	\$ 500.00	
Misc.	\$ -	
	Reimbursable Sub-Total	\$ 500.00
MANAGEMENT/ADMINISTRATION FEES		
Construction Project Administration Fee (6%)	\$ 8,496.73	
Other Direct Costs Handling Fee (3%)	\$ 60.00	\$ 8,556.73
Total Costs, with Fees and Estimated Costs		\$ 159,249.59

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

It is scheduled that the project will commence as soon as possible and be completed June 30, 2020. If any third party professional services/consultant outside services, contracted by CCA on behalf of this project, are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CCA.

The performance of CCA's scope of services inures to the benefit of the Fair. To accomplish these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CCA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of

claims asserted by third parties against CCA. The Fair shall not reimburse CCA for costs and expenses incurred as a result of CCA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by 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 a 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 20-038, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 20-038, 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 Sean Slay at (916) 470-4673.



**California
CONSTRUCTION
AUTHORITY**

1776 Tribute Road, Suite 220
Sacramento, CA 95815

Reception (916) 263-6100
Fax (916) 263-6116

**Paid: 5/13/2020
Check# 88759**

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

Invoice

Invoice Number: 2836
Invoice Date: 5/4/2020
Customer Code: 32nd
Project: 03220026
Equestrian Center Storm Water

-Please make checks payable to California Construction Authority
-Please process payment via ACH/WIRE or send check via certified mail,
contact CCA for more details

Description	Amount
Advertising / Assemble Bid Package	2,500.00
Construction Cost	55,000.00
Construction Contingency	5,500.00
Special Inspections	1,200.00
Inspections	3,200.00
Estimated Reimbursables	1,850.00
Construction Administration Fees	5,500.00
Handling Fee	187.50
	\$74,937.50

Thank you for your business!

Questions: mlee@ccaauthority.org

Net Invoice: \$74,937.50
Sales Tax: 0.00
Invoice Total: \$74,937.50



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1776 Tribute Road, Suite 220
Sacramento, CA 95815

Reception (916) 263-6100
Fax (916) 263-6116

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LETTER OF UNDERSTANDING
Equestrian Center Storm Water Infrastructure
(Desilting Basin)

To: 32nd DAA, OC Fair & Event Center

Date: May 4, 2020

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

Subject: Letter of Understanding No. 20-026 (CCA Project No. 032-20-026)

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

PROJECT: See Exhibit A, Equestrian Center Storm Water Infrastructure (Desilting Basin)
SCHEDULE: Work to be completed by August 7, 2020
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 May 15, 2020, Fair shall remit funds to the Authority in the amount of **SEVENTY FOUR THOUSAND NINE HUNDRED THIRTY SEVEN and 50/100 Dollars (\$74,937.50)**, which is the current estimated Project Cost. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the Project Account. Upon receipt of such notice, Fair will immediately remit additional funds to the Authority.

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

Randy Crabtree Jr.
Executive Officer
California Construction Authority

Date

Michele Richards 5-7-2020
Michele Richards
Chief Executive Officer
OC Fair & Event Center

Date



CALIFORNIA
CONSTRUCTION
AUTHORITY

1776 Tribute Road, Suite 220
Sacramento, CA 95815

Reception (916) 263-6100
Fax (916) 263-6116

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Exhibit A

May 4, 2020

Project No. 032-20-026
Subject: 32nd District Agricultural Association
Equestrian Center Storm Water Infrastructure (Desilting Basin)

The cost proposal is for the Solicitation of Bids, Administration and Award of Bid, Project Management, Construction Inspection, and a Final Inspection for the Equestrian Center Storm Water Infrastructure (Desilting Basin) at the OC Fair and Event Center (Fair), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. CCA will prepare the bid documents, manage the bid solicitation, bid opening and award process; The Fair will conduct the job walk.
- C. CCA will provide project administration services associated with the Bidding Process for the Equestrian Center Storm Water Infrastructure (Desilting Basin) Project.
- D. CCA will prepare the contract documents, contract oversight, project management, construction inspection, and conduct final inspection for the project.

This cost proposal is for the Bid Solicitation and Administration process plus Contract Award and Administration, Project Management including Final Inspection. The Fair understands that additional costs may be incurred if the bidding is extended beyond the anticipated bid due date of June 18, 2020, or if the project requires an additional bid process. Included in this cost proposal are CCA's Project Administration fees.

CCA fees and estimated reimbursable costs to provide the "Solicitation of Bids, Administration and Award of Bid, Project Management, Construction Inspection, and a Final Inspection", for the **Equestrian Center Storm Water Infrastructure (Desilting Basin)** are estimated to be \$74,937.50, as detailed below. A breakdown of the estimated cost follows:

**OC Fair/32nd DAA
Equestrian Center Strom Water Infrastructure
(Delisting Basin)
Project Cost Breakdown**

<u>PROJECT BIDDING COSTS</u>		
Advertising/Assemble Bid Package	\$2,500.00	
Project Sub-Total		\$2,500.00
<u>PROJECT CONSTRUCTION COSTS - ESTIMATED</u>		
Construction Cost	\$ 55,000.00	
10% Contingency	\$ 5,500.00	
Project Sub-Total		\$ 60,500.00
<u>**PROFESSIONAL SERVICES/CONSULTANTS</u>		
Inspection Services	\$ 3,200.00	
Special Inspection (Geo Technical)	\$ 1,200.00	
Professional Services Sub-Total		\$ 4,400.00
<u>**REIMBURSABLES (Estimate)</u>		
Travel	\$ 1,600.00	
Misc.	\$ 250.00	
Reimbursable Sub-Total		\$ 1,850.00
<u>MANAGEMENT/ADMINISTRATION FEES</u>		
Construction Project Administration Fee (10%)	\$ 5,500.00	
Other Direct Costs Handling Fee (3%)	\$ 187.50	\$ 5,687.50
Total Costs, with Fees and Estimated Costs		\$ 74,937.50

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

It is scheduled that the project will commence as soon as possible and be completed by August 7, 2020. If any third party professional services/consultant outside services, contracted by CCA on behalf of this project, are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CCA.

The performance of CCA's scope of services inures to the benefit of the Fair. To accomplish these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CCA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CCA. The Fair shall not reimburse CCA for costs and expenses incurred as a result of CCA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by 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 a 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 20-026, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 20-026, 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 Sean Slay at (916) 470-4673.



**CALIFORNIA
CONSTRUCTION
AUTHORITY**

1776 Tribute Road, Suite 220
Sacramento, CA 95815

Reception (916) 263-6100
Fax (916) 263-6116

**Paid: 5/22/2020
Check# 88781**

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

Invoice

Invoice Number: 2813
Invoice Date: 3/27/2020
Customer Code: 32nd
Project: 03220018
Fire Sprinkler Head Replacement

-Please make checks payable to California Construction Authority
-Please process payment via ACH/WIRE or send check via certified mail,
contact CCA for more details

Description	Amount
Assemble Bid Package	2,500.00
Construction Cost	23,747.74
Construction Contingency	1,187.39
Inspections	2,800.00
Travel	500.00
Construction Administration Fees	1,424.87
Handling Fee	99.00
	\$32,259.00

Thank you for your business!

Questions: mlee@ccaauthority.org

Net Invoice: \$32,259.00
Sales Tax: 0.00
Invoice Total: \$32,259.00



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Authority

1776 Tribute Road, Suite 220
Sacramento, CA 95815

Reception (916) 263-6100
Fax (916) 263-6116

FINANCING
Design
Construction

LETTER OF UNDERSTANDING Sprinkler Head Replacement Project

To: 32nd DAA, OC Fair & Event Center

Date: March 5, 2020

From: Bryan Eubanks, Interim Executive Office
California Construction Authority

Subject: Letter of Understanding No. 20-018 (CFFA Project No. 032-20-018)

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

PROJECT: See Exhibit A, Sprinkler Head Replacement Project

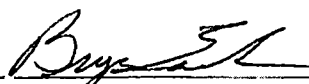
SCHEDULE: Work to be completed by May 1, 2020

FUNDING: Fair Funded

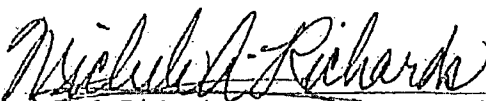
1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid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

2. On or before March 20, 2020, Fair shall remit funds to the Authority in the amount of **THIRTY TWO THOUSAND TWO HUNDRED FIFTY NINE and 00/100 Dollars (\$32,259.00)**, which is the current estimated Project Cost. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the Project Account. Upon receipt of such notice, Fair will immediately remit additional funds to the Authority.

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


Bryan Eubanks
Interim Executive Officer
California Construction Authority

3/13/20
Date


Michele Richards
Chief Executive Officer
OC Fair & Event Center

3-11-2020
Date



California
CONSTRUCTION
Authority

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 220
Sacramento, CA 95815

Reception (916) 263-6100
Fax (916) 263 6116

Exhibit A

March 5, 2020

Project No. 032-20-018
Subject: 32nd District Agricultural Association
Sprinkler Head Replacement Project

The cost proposal is for the Solicitation of Bids, Administration and Award of Bid, and a Final Inspection for the Sprinkler Head Replacement Project at the OC Fair and Event Center (Fair), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. CCA will prepare the bid documents, manage the bid solicitation, bid opening and award process; The Fair will conduct the job walk.
- C. CCA will provide project administration services associated with the Bidding Process for the Sprinkler Head Replacement Project.
- D. CCA will prepare the contract documents, contract oversight, and conduct final inspection for the project.

This cost proposal is for the Bid Solicitation and Administration process plus Contract Award and Administration, including Final Inspection. The Fair understands that additional costs may be incurred if the bidding is extended beyond the anticipated bid due date of March 26, 2020, or if the project requires an additional bid process. Included in this cost proposal are CCA's Project Administration fees.

CCA fees and estimated reimbursable costs to provide the "Bid Solicitation and Administration" support, for the **Sprinkler Head Replacement Project Bidding** are estimated to be \$32,259.00, as detailed below. A breakdown of the estimated cost follows:

**OC Fair/32nd DAA
Sprinkler Head Replacement Project
Project Cost Breakdown**

<u>PROJECT BIDDING COSTS</u>		
Advertising/Assemble Bid Package	\$2,500.00	
	Project Sub-Total	\$2,500.00
<u>PROJECT CONSTRUCTION COSTS - ESTIMATED</u>		
Construction Cost	\$ 23,747.74	
5% Contingency	\$ 1,187.39	
	Project Sub-Total	\$ 24,935.14
<u>**PROFESSIONAL SERVICES/CONSULTANTS</u>		
Inspection Services	\$ 2,800.00	
	Professional Services Sub-Total	\$ 2,800.00
<u>**REIMBURSABLES (Estimate)</u>		
Travel	\$ 500.00	
Misc.	\$ -	
	Reimbursable Sub-Total	\$ 500.00
<u>MANAGEMENT/ADMINISTRATION FEES</u>		
Construction Project Administration Fee (6%)	\$ 1,424.87	
Other Direct Costs Handling Fee (3%)	\$ 99.00	\$ 1,523.87
Total Costs, with Fees and Estimated Costs		\$ 32,259.00

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

It is scheduled that the project will commence as soon as possible and be completed May 1, 2020. If any third party professional services/consultant outside services, contracted by CCA on behalf of this project, are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CCA.

The performance of CCA's scope of services inures to the benefit of the Fair. To accomplish these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CCA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of

claims asserted by third parties against CCA. The Fair shall not reimburse CCA for costs and expenses incurred as a result of CCA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by 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 a 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 20-018, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 20-018, 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 Sean Slay at (916) 470-4673.