

OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
As of July 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 | 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 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 | 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 |
| 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 |
| | | | | | |
| | | | | | |
| New | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Revision/Amendment | | | | | |
| California Construction Authority | 03220025 | 07/02/20 | Campground Storm Water Infrastructure Project | CCA | \$6,211.50 |
| California Construction Authority | 03220026 | 07/02/20 | Equestrian Center Storm Water Infrastructure Project | CCA | \$121,480.80 |
| | | | | | |
| | | | | | |

Joint Powers Authority

Invoices Paid July 2020



California
CONSTRUCTION
AUTHORITY

1776 Tribute Road, Suite 220
Sacramento, CA 95815

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

Paid: 07/23/2020
Check#: 89230

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

Invoice

Invoice Number: 2864
Invoice Date: 7/2/2020
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 |
|-------------------------------------------------------------|--------------|
| 032-20026 -Equestrian Storm Water Amendment #1 Project Fees | 121,480.50 |
| | \$121,480.50 |

Thank you for your business!

Questions: mlee@ccaauthority.org

Net Invoice: \$121,480.50
Sales Tax: 0.00
Invoice Total: \$121,480.50



1776 Tribute Road, Suite 220
Sacramento, CA 95815

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AMENDMENT 1
LETTER OF UNDERSTANDING
Equestrian Center Storm Water Infrastructure
(Desilting Basin)

To: 32nd DAA, OC Fair & Event Center Date: July 2, 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 September 7, 2020
FUNDING: Fair Funded

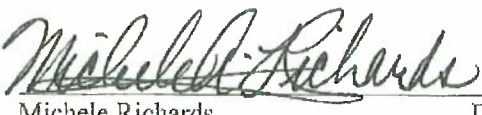
1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid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

2. On or before July 10, 2020, Fair shall remit funds to the Authority in the amount of **ONE HUNDRED TWENTY ONE THOUSAND FOUR HUNDRED EIGHTY and 50/100 Dollars (\$121,480.50)**, 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

7-2-2020
Date


Michele Richards
Chief Executive Officer
OC Fair & Event Center

7-2-2020
Date



1776 Tribute Road, Suite 220
Sacramento, CA 95815

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

Exhibit A

July 2, 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 \$196,418.00 as detailed below. A breakdown of the estimated cost follows:

**OC Fair/32nd DAA
Equestrian Site Improvements
Project Cost Breakdown**

| | Original | Amend 1 | |
|------------------------------------------------------|---------------------|----------------------|----------------------|
| <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 | \$ 101,234.00 | |
| 10% Contingency | \$ 5,500.00 | \$ 10,123.40 | |
| Project Sub-Total | | | \$ 171,857.40 |
| <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 | \$ 10,123.10 | |
| Other Direct Costs Handling Fee (3%) | \$ 187.50 | | \$ 15,810.60 |
| Total Costs, with Fees and Estimated Costs | \$ 74,937.50 | \$ 121,480.50 | \$ 196,418.00 |

**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 by September 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: 07/23/2020
Check#: 89230

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

Invoice

Invoice Number: 2865
Invoice Date: 7/2/2020
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 |
|--------------------------------------------------|-------------------|
| 032-20025 - Campground Amendment #1 Project Fees | 6,211.50 |
| | <u>\$6,211.50</u> |

Thank you for your business!

Questions: mlee@ccaauthority.org

Net Invoice: \$6,211.50
Sales Tax: 0.00
Invoice Total: \$6,211.50



1776 Tribute Road, Suite 220
Sacramento, CA 95815

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Fax (916) 263-6116

AMENDMENT 1
LETTER OF UNDERSTANDING
Camp Ground Storm Water Infrastructure Project

To: 32nd DAA, OC Fair & Event Center Date: July 2, 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 September 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 July 10, 2020, Fair shall remit funds to the Authority in the amount of **SIX THOUSAND TWO HUNDRED ELEVEN and 50/100 Dollars (\$6,211.50)**, which is the current estimated Amended 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. 7-2-2020
Executive Officer Date
California Construction Authority


Michele Richards 7-2-2020
Chief Executive Officer Date
OC Fair & Event Center



1776 Tribute Road, Suite 220
Sacramento, CA 95815

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

Exhibit A

July 2, 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 \$256,153.00, as detailed below. A breakdown of the estimated cost follows:

**OC Fair/32nd DAA
Campground Site Improvements
Project Cost Breakdown**

| | Original | Amend 1 | |
|------------------------------------------------------|---------------|--------------------|----------------------|
| <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 | \$ 195,000.00 | \$ 5,502.64 | |
| 10% Contingency | \$ 19,500.00 | \$ 550.26 | |
| Project Sub-Total | | | \$ 220,552.90 |
| <u>**PROFESSIONAL SERVICES/CONSULTANTS</u> | | | |
| Inspection Services | \$ 6,200.00 | | |
| Special Inspection (Geo Technical) | \$ 5,000.00 | | |
| Professional Services Sub-Total | | | \$ 11,200.00 |
| <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%) | \$ 19,500.00 | \$ 158.59 | |
| Other Direct Costs Handling Fee (3%) | \$ 391.50 | \$ - | \$ 20,050.09 |
| Total Costs, with Fees and Estimated Costs | | \$ 6,211.50 | \$ 256,153.00 |

**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 by September 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.