

**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
AUGUST 2020**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-138-20SP	QC Manufacturing, Inc.	Sponsorship	Virtue Fair	Upon Execution-8/16/20	\$5,000.00	
SA-139-20SP	Sleep Number	Sponsorship	Virtue Fair	7/31/20-8/31/20	\$5,000.00	
SA-140-20FT	Bar None Group Inc. DBA: Pacific Coast Entertainment Inc.	Grounds Lighting Staging & Truss Equipment and Services	Fair Time	5/15/20-5/14/22 with three (3) one (1) year option		\$550,150.00; \$1,439,387.50 with option years *
SA-141-20YR	United Pacific Services Inc.	Tree trimming	Year round	9/1/20-8/31/21 with four (4) one (1) year option		\$56,340; \$313,000 with option years
SA-142-20FT	Coulter Associates, LLC	Carnival/Independent amusement ride safety inspection services	Year round	9/1/20-8/31/22 with three (3) one (1) year option		\$161,000; \$411,000 with option years
SA-143-20YR	Orkin Exterminating Co., Inc.	Fumigation of Millennium Barn	Year round	9/1/20-9/30/20		\$9,313.00
SA-144-20YR	Regal Court Reporting, Inc.	Transcription Services	Year round	9/1/20-8/31/21 with One (1) year option		\$24,000; \$48,000 with option year

* amount updated

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 3/19)

R _____ A _____ F *jh*

AGREEMENT NUMBER	
SA-138-20SP	A-

1. This Agreement is entered into between the Awarding Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME

32nd District Agricultural Association/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

QC Manufacturing, Inc.

2. The term of this Agreement is: **Upon Execution through August 16, 2020**

3. The amount of this Sponsorship Agreement **\$5,000 (CASH)**

Payment Terms:

ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY ITEMIZED INVOICE

OTHER Payable to: "OC Fair & Event Center"

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states

"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

Exhibit E – Covid 19 Infection Mitigation Protocol & Procedure Guidelines

*GTC(4/17) – If not attached, view at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME

QC Manufacturing, Inc.

BY (*Authorized Signature*)

DATE SIGNED

jh

PRINTED NAME AND TITLE OF PERSON SIGNING

Dane Stevenson, President

ADDRESS

43352 Business Park Drive, Temecula, CA 92590

STATE OF CALIFORNIA

AGENCY NAME

32nd District Agricultural Association/OC Fair & Event Center

BY (*Authorized Signature*)

DATE SIGNED

jh

PRINTED NAME AND TITLE OF PERSON SIGNING

Joan Hamill, Chief Business Development Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California State Use Only

Exempt: Sponsorship

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF STATE ACCOUNTING OFFICER

jh

Date

CONTRACTS MANAGER

Joan Hamill, VP, Business Development



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Joan Hamill, VP Business Development
(714) 708-1716

QC Manufacturing
Dane Stevenson, President
(951) 216-7272
Via: Lila Sadegehi/Tandem Partnerships

Force Majeure

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

CONTRACTOR AGREES:

1. To be a sponsor of the 2020 Virtual OC Fair Photo Gallery page from July 17 to Aug 16, 2020.
2. To provide payment in the sum of FIVE THOUSAND DOLLARS (\$5,000) as a sponsorship, due upon execution of this agreement. Payment in full must be received no later than July 15, 2020.

Payments shall be remitted to the following address:

**OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626**

3. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein. Deadline July 14, 2020.
 - a. Specifications are 480pixels x 800pixels – psd with fonts included.

DISTRICT AGREES:

1. To provide QuietCool Mfg., Inc with Sponsorship of the 2020 OC Fair Photo Gallery page.
2. To include Sponsor name/logo in the following signage:
 - a. Logo Inclusion on the OC Fair Website with sponsorship of the Photo Gallery section.
3. To include sponsor on the shopping highlight page on site the 2020 OC Fair website (pending production deadlines).
4. To Include Sponsor logo:
 - a. On applicable sections of the OC Fair website Photo Gallery page with link to Sponsors website.
 - b. On all photo Gallery banner ads (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 480,000 subscribers with a link to the Photo Gallery on the OC Fair website with Sponsor info and direct link to Quiet Cool website.
 - c. On photo gallery page on the OC Fair Website
 - d. Six posts of the OC Fair Facebook page during the 10-day virtual OC Fair promotion and potentially twitter page.

End Exhibit A



EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

- A. Title of Event.** The Event shall be known as the “OC Fair” and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event’s full name.
- B. Participants’ Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor’s Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor’s involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor’s prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor’s request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor’s expense, Sponsor shall deliver the Products to, and store such Products at, State’s location. Sponsor agrees to provide service personnel on an “on call” basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor’s personnel shall be subject to State’s security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker’s compensation and employer’s liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor’s Trademarks.** Sponsor’s trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor’s Products (“Sponsor’s Trademarks”) are and shall remain Sponsor’s property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor’s Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor’s Authorization of State.** State is hereby authorized to use Sponsor’s Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State’s Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor’s Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor’s Trademarks shall inure solely to the benefit of Sponsor.
- K. State’s Trademarks.** State’s trademarks, designs, artwork and other symbols and devices associated with the Event (“State’s Trademarks”) are and shall remain State’s property and State shall take all steps reasonably necessary to protect State’s Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State’s Authorization of Sponsor.** Sponsor is hereby authorized to use State’s Trademarks in advertising and promoting Sponsor’s Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.



EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
 4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
 4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.



EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:
- If to State, to: 88 Fair Drive, Costa Mesa, CA 92626
- or such other address as either party may designate in writing to the other party for this purpose.
- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)



EXHIBIT C – INSURANCE REQUIREMENTS

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of Insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - b. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter’s activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter’s coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter’s policy declaration page containing this information as an



attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance

coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit C-



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforesated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

EXHIBIT E

COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. **Scope.** As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.
2. **Sick, elderly and vulnerable persons.** Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.
3. **Physical Distancing in the Workplace.** Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.
4. **Handwashing, Personal Protective Equipment, and Testing.** Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC

employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **Event Attendance Limitations.** Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC Business Partner Compliance.** OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **Covid-19 Release and Waiver of Liability.** As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their

respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **Event Organization Protocols.** Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event’s scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner’s COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event’s scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.



9. Further Action as Necessary. The OCFEC reserves the right to modify these COVID-19

Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20_____.

OCFEC BUSINESS PARTNER

Signature

Address

Address

AGREEMENT NUMBER	
SA-139-20SP	A-

1. This Agreement is entered into between the Awarding Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME

32nd District Agricultural Association/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

SLEEP NUMBER

2. The term of this Agreement is: **July 31, 2020 through August 31, 2020**

3. The amount of this Sponsorship Agreement **\$5,000 (CASH)**

Payment Terms:

- ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY ITEMIZED INVOICE
 OTHER Payable to: "OC Fair & Event Center"

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states

"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

Exhibit E – Covid 19 Infection Mitigation Protocol & Procedure Guidelines

*GTC(4/17) – If not attached, view at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SPONSOR/CONTRACTOR		California State Use Only
SPONSOR/CONTRACTOR'S NAME Sleep Number		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Jim Lavine – Senior Manager of US Events		
ADDRESS 1001 Third Avenue South, Minneapolis, MN 55404		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt: Sponsorship
AGENCY NAME 32nd District Agricultural Association/OC Fair & Event Center		I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF STATE ACCOUNTING OFFICER  Date
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Joan Hamill, Chief Business Development Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

CONTRACTS MANAGER

Joan Hamill, VP, Business Development



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Joan Hamill, VP Business Development
(714) 708-1716

Sleep Number
Jim Lavine – Senior Manager of US Events
(763) 551-7069
Via: Lila Sadegehi/Tandem Partnerships

Force Majeure

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

CONTRACTOR AGREES:

1. To be a sponsor of the 2020 Virtual OC Fair from July 17, 2020 – August 16, 2020.
2. To provide Midway Ducks Game, Grand Prize (Queen Sleep Number Mattress), runner up prizes and all legal Drawing guidelines.
3. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein. Upon Execution.
 - a. Specifications are 480pixels x 800pixels – psd with fonts included.

DISTRICT AGREES:

1. To provide Sleep Number with Sponsorship of the 2020 Virtual OC Fair Midway Ducks Game.
2. To provide Sponsor with website inclusion of Midway Ducks Game on the 2020 virtual OC Fair website with a link to the game landing page.
3. To include Sleep Number as the official Midway Duck Game sponsor:
 - a. In the OC FEC e-mail blast with 428,000 subscribers (pending deadline)
 - b. Eblasts scheduled for Aug 10th and 24th, 2020
4. Two dedicated posts on Facebook with 122,736 followers promoting the Midway Ducks Game

End Exhibit A



EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

- A. Title of Event.** The Event shall be known as the “OC Fair” and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event’s full name.
- B. Participants’ Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor’s Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor’s involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor’s prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor’s request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor’s expense, Sponsor shall deliver the Products to, and store such Products at, State’s location. Sponsor agrees to provide service personnel on an “on call” basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor’s personnel shall be subject to State’s security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker’s compensation and employer’s liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor’s Trademarks.** Sponsor’s trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor’s Products (“Sponsor’s Trademarks”) are and shall remain Sponsor’s property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor’s Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor’s Authorization of State.** State is hereby authorized to use Sponsor’s Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State’s Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor’s Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor’s Trademarks shall inure solely to the benefit of Sponsor.
- K. State’s Trademarks.** State’s trademarks, designs, artwork and other symbols and devices associated with the Event (“State’s Trademarks”) are and shall remain State’s property and State shall take all steps reasonably necessary to protect State’s Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State’s Authorization of Sponsor.** Sponsor is hereby authorized to use State’s Trademarks in advertising and promoting Sponsor’s Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.



EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
 4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
 4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.



EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:
- If to State, to: 88 Fair Drive, Costa Mesa, CA 92626
- or such other address as either party may designate in writing to the other party for this purpose.
- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

EXHIBIT C – INSURANCE REQUIREMENTS

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of Insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - b. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.



The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for

not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.

- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

EXHIBIT E

COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. **Scope.** As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.
2. **Sick, elderly and vulnerable persons.** Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.
3. **Physical Distancing in the Workplace.** Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.
4. **Handwashing, Personal Protective Equipment, and Testing.** Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the

OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **Event Attendance Limitations.** Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC Business Partner Compliance.** OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **Covid-19 Release and Waiver of Liability.** As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their

respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **Event Organization Protocols.** Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event’s scheduled move-in date. The OCFEC reserves the right to reject any



protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. Further Action as Necessary. The OCFEC reserves the right to modify these COVID-19

Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20_____.

OCFEC BUSINESS PARTNER

Signature

Address

Address

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 03/19)

R A F

AGREEMENT NUMBER

SA-140-20FT

REGISTRATION NUMBER

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

BAR NONE GROUP INC. DBA: PACIFIC COAST ENTERTAINMENT INC.

2. The term of this **05/15/2020** through **05/14/2022** **FED ID: 81-1276439**
 Agreement is: **With three (3) one (1) year option (5/15/22-5/14/23); (5/15-5/14/24); (5/15/24-5/14/25)**

3. The maximum amount **\$550,150.00 – 2020 (\$271,625); 2021 - \$278,525) (\$25,000 contingency per year included)**
 of this Agreement is: **\$1,439,387.50 (Include option years); 2022 (\$283,525) 2023 (\$292,156.25) 2024 (\$297,156.25)**
(\$25,000 contingency per year included); 2025 (16,400) Imaginology

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **Contractor to provide grounds lighting, staging and truss equipment and services at the OC Fair & Event Center. Additional Scope of Work on pages 2.** Pages 2-13

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Pages 14

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 15-18

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions - CCC (Attached hereto as part of this agreement) Pages 19-22

Exhibit - D* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 23-25

Exhibit F – Megan’s Law Screening & Certification (Attached hereto as part of this agreement) Pages 26-27

Exhibit G - Uniform and ID Procedures & Certification Pages 28-29

Exhibit H - Additional Contract Terms & Conditions Pages 30-34

Exhibit I – Covid 19 Infection Mitigation Protocol & Procedure Guidelines V06042020 Page 35-37

Attachment 1 – Rates Pages 38-40

RFI #1 Pages 41-44

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BAR NONE GROUP, INC. DBA: PACIFIC COAST ENTERTAINMENT INC.

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Ryan Steidinger, Chief Executive Officer

ADDRESS

7601 Woodwind Drive, Huntington Beach, CA 92647
Office: (714) 841-6455, email: ryan@gopce.com

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC Fair & Event Center

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

Exempt per:



EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Jason Jacobson, Project Manager
Phone Number (714) 708-1549

Pacific Coast Entertainment, Inc.
Ryan Steidinger, CEO
Office 714-841-6455, cell 714-310-6680, email: ryan@gopce.com

The District's Request For Proposal (RFP) Grounds Lighting, Staging and Truss Equipment and Services released March 2, 2020, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made a part of this agreement.

The Contractor proposal for Grounds Lighting, Staging and Truss Equipment and Services dated March 23, 2020, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made part of this agreement.

Scope of Work:

A. GENERAL REQUIREMENTS

1. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate, as indicated herein and on the Financial Proposal Bid Form. Pricing shall include all labor, delivery/fuel charges, equipment, installation, teardown, and any other costs to support the Scope of Work.
2. Contractor shall provide professional quality lighting, staging and truss systems. Quality and aesthetic of equipment are vital.
3. Contractor shall provide versatile personnel and equipment capable of meeting the varied requirements of visiting performers, and are adaptable to a wide variety of genres and themes such as rock and roll bands, community dance troupes and performance artists.
4. Contractor shall be responsible for multiple equipment setups and strikes, as required for both venues and dependent upon the event(s) taking place each day of performance.
5. Contractor shall provide qualified personnel to set up equipment, assist with stage management, monitor and utilize equipment according to stage performance needs, provide security for equipment, and tear down equipment. The District reserves the right to request staff changes at any time, for any reason.
6. Contractor shall be responsible for maintaining lighting, staging, trussing and related equipment, which will remain in place from the first day of installation through the end of the last performance.
7. Contractor shall be required to set up at various locations as specified by the District, according to the performance schedule.
8. Contractor shall provide equipment and personnel for a minimum of twenty-three (23) performance days/nights during the run of the annual OC Fair in addition to setup and teardown. Typically, performances will not take place on Mondays or Tuesdays. In addition, Contractor shall provide equipment for the annual Imaginology event as well as personnel to perform setup and teardown of equipment.
9. Contractor will work closely with District Management and other District Departments to provide an efficient and smooth operation.
10. Contractor shall be responsible for testing all systems and ensuring they are whole and fully functional in order to meet the requirements contained herein or as otherwise agreed upon by Contractor and the District.

11. Contractor must own a substantial percentage of the equipment used in the service of this Agreement and shall be able to fulfill the District's requirements in their entirety. If additional equipment is required from suppliers, Contractor shall properly tag such inventory, as required in Paragraph B – Equipment Quality and Requirements, Item 1 below, prior to installation. Under no circumstances shall an entity outside the awarded Contractor interface with or deliver equipment to the District.
12. All equipment and labor required for setup and teardown must be provided by Contractor. Subcontracting of labor will not be allowed. Contractor will supply a scissor lift(s) and/or other necessary forklift(s) for transportation, installation and removal of equipment and systems. The cost associated for this equipment shall be included within the cost reflected on the Financial Proposal Bid Form.
13. The District reserves the right to change and/or add any equipment, specifications, and setup dates upon reasonable notification to Contractor. However, strict adherence to the schedule for purposes of this contract shall be implemented.
14. All dimensions, quantities, schedule, and other requirements have been estimated as close to final figures and layout as possible, as currently known for the 2020 OC Fair, but are subject to final requirements and final approval by District Management.
15. Stages and trusses shall be installed in such a way as to prevent the public from harm, including, but not limited to, implementing mitigation measures for sharp edges, guy wires, ground stakes, cables, low ceilings, and ensuring prevention of access to restricted areas.
16. The Equipment Lists have been included in Part V, Sections C and D for the purposes of illustrating the size and scope of the typical annual OC Fair and Imaginology. It in no way obligates the District to request or secure each or any item in the quantities listed. The District cannot guarantee a minimum and/or maximum amount of equipment used for any performance. The equipment list and setup for the 2020 OC Fair, and subsequent annual fairs and Imaginology events, shall be developed annually and will change from year to year based on performance themes and number of performances. The actual final requirements will be contingent upon final schedule. Contractor shall charge the District for actual equipment utilized and/or as specified on the Financial Proposal Bid Form.
17. The final layout of equipment and systems will be identified in conjunction with District Management and/or visiting productions. It is Contractor's responsibility to ensure accurate placement.
18. The District may require items not called out in this contract. The District is to be billed at a rate no greater than the amount charged for similar items listed in the contract for the applicable event. Such rates shall be determined and agreed upon by the District prior to the delivery and installation of items.
19. Upon contract award and fully signed by both parties, Contractor shall immediately begin an analysis and development of lighting, staging and truss systems for the 2020 OC Fair and shall submit to the District for approval, a finalized design, implementation, equipment and operations plan (including backup plan) no later than June 1, 2020 or as otherwise agreed upon by Contractor and the District. At this time, Contractor shall propose and justify load and wind ratings for each installed structure to be reviewed and approved by the District. Contractor shall also present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Part VIII, Additional Contract Terms and Conditions, Paragraph 9 in the RFP. The process shall be repeated for the 2021 OC Fair and each OC Fair thereafter for the term of the contract with the schedule to be determined by the District.
20. Contractor shall present, for District review and approval, lighting, staging and truss recommendations each year beginning in April 2020, or as stipulated by the District, and every subsequent contract year thereafter, which will contain a proposal outlining the lighting/staging/truss design, implementation, equipment and operations plan (including backup plan) for that year's annual OC Fair. At this time, Contractor shall propose and justify load and wind ratings for each installed structure to be reviewed and approved by the District. Contractor shall also present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Part VIII, Additional Contract Terms and Conditions, Paragraph 9 in the RFP. The process shall be repeated for the 2021 Imaginology event and each OC Fair thereafter for the term of the contract with the schedule to be determined by the District.

21. As part of Items 19 and 20 above or as otherwise requested by the District, Contractor shall provide high-quality color photos as well as CAD drawings (in PDF form) showing exact layout, including drawings and specification sheets, as applicable, of configurations, equipment, structures, weight, rigging, etc., as well as any other information requested by the District that will properly explain system capabilities and operation.

B. EQUIPMENT QUALITY AND REQUIREMENTS

1. All equipment must be clearly marked and/or tagged with Contractor's company name and logo in order to differentiate between Contractor equipment and District equipment.
2. All equipment and materials used must meet industry standards for workmanship, construction, assembly, anchorage, and safety. All equipment supplied will meet the manufacturer specifications and will be assembled in the factory-recommended manner.
3. All equipment must meet typical industry standard brands, which are proven to be acceptable to a wide variety of venues and applications. Unusual off-brands, while perhaps technically equal, will not be accepted. Lists of acceptable equipment has been provided in Part V, Sections C and D, which may be modified by the District at any time.
4. All equipment must be clean, in excellent condition, and deemed to be safe and in good repair. The District reserves the right to approve the condition and quality of all items and/or equipment supplied by Contractor. Any equipment deemed inappropriate or in poor condition by District Management must be replaced immediately and at no cost to the District. All items shall have been checked out and tested before being installed at the venue.
5. Hardware must convey a quality image, as applicable: clean; brushed aluminum or rust-free steel; no visible tape or tape residue or any other unsightly remnants, and no fading or scuffs.
6. The systems must be weather protected and capable of operating over a wide range of temperatures.
7. Contractor shall provide adequate coverage for equipment and personnel to protect against all weather-related conditions pertaining to an open-air venue, including, but not limited to, protective gear, sunshade, sunglasses, etc.
8. All truss provided by Contractor shall be silver.
9. All shade structures shall be 70% TEXTILINE® screen.
10. Contractor shall inspect all systems on a daily basis to test and verify proper operation and safety. Any necessary repairs shall be made at least three (3) hours prior to show time. System checks and maintenance may be performed on Mondays and Tuesdays at Contractor's discretion; however, any such time must be reserved in advance through District Management.
11. Any failure(s), including, but not limited to, instrument, system component, and/or outage must be **immediately** resolved. Contractor shall operate with strategic back-up plans in place and spare parts available to ensure a fully functioning and complete lighting, staging and truss systems are maintained at all times. Uninterrupted system functionality is vital in the fulfillment of the services described herein. Failure on the part of the Contractor to successfully implement a strategic back-up plan and/or supply an adequate amount of spare systems/parts may result in Contract termination.
12. Power will be supplied by a reliable source, which may be a generator system supplied by the District or District-approved vendor.
13. Contractor shall provide and install all power distribution for the complete systems, including all appropriate devices, cables, cords, wires, connectors, etc. to secure and maintain electrical connectivity.
14. All power distribution shall conform to local safety standards and will use connectors that are resistant to unintentional disconnection. All cables will be sized to minimize voltage drop. All connections shall be weather tight.

15. Contractor shall supply all rigging equipment, including, but not limited to, motors, steel cables, shackles, span-sets, burlaps, and required lifts to support installation/removal of equipment.
16. All stages require ADA-compliant stairs, safety rails, and/or ADA lifts as well as black skirting on ALL sides. Stages shall include either an Astroturf or wood finished top, as requested by the District. Stages shall be installed level. Stages are most commonly ordered in black.
17. Roof panels/backdrops shall be seventy-two percent (72%) white, unless otherwise specified (percentage indicates amount of screening from the sun).
18. Contractor shall provide adequate support structures for lighting such as poles and other bracing mechanisms.
19. Contractor understands this RFP does not contain exhaustive or complete information for the full functionality of the lighting, staging and truss systems. Specific equipment is called out in this RFP as required for the overall functionality of the lighting, staging and truss systems; however Contractor is responsible for ensuring a complete lighting, staging and truss design packages.
20. The equipment lists provided show the magnitude of equipment to be incorporated by Contractor's design. Equivalent deviations (unless otherwise specified) are acceptable with District approval and the intent should be a high-quality and cost-effective design.
21. Contractor shall provide lighting, staging, truss, rigging, and all other equipment, as specified in Part V, Sections C and D.
22. All equipment and systems, including, but not limited to, staging, lighting, truss, structures, and roofs, must be secured in a safe manner to prevent tipping, lifting or falling due to wind, rain or other influences. Weights, anchors, ballasts, base plates, safety lines or other items used to secure equipment as well as provisions for water drainage must be included in the cost. Contractor shall be responsible for determining appropriate method to secure equipment and will be held liable for any issues resulting from unsafe installation. Guy wires and water barrels are not a permissible means of securing trussing. All equipment shall be provided and installed in accordance with government standards and guidelines for safety.
23. Contractor is responsible for ensuring all lighting/trussing/staging system equipment and rigging, etc. are present and installed to ensure systems are safe, whole and fully functional. This shall include but not be limited to the following items:
 - a. All conventional lighting fixtures are to be complete with gel frames, gel, and safeties.
 - b. Inclusion of a wide variety of gels to use for creating unique themes and looks.
 - c. All cables, connectors, feeders, etc. for power distribution.
 - d. Safe installation of equipment using lifelines, safety harnesses, fall arrest, truss ladders, etc. per OSHA requirements.
 - e. Spare fixtures, and bulbs/lamps.
 - f. Base plates, ballasts anchors, etc.
24. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.
25. Contractor shall include engineered stamped drawings of each stage.
26. Contractor shall perform all work to meet safety regulations as established by National Electric Code and other enforcement agencies.
27. Contractor shall immediately notify District Management of any hazardous conditions

C. VENUE DESCRIPTIONS, EQUIPMENT LISTS AND REQUIREMENTS – ANNUAL OC FAIR

1. Fair Square

- Fair Square is an outdoor area on the OC Fair midway, providing daytime shade and nighttime lighting for vendors and patrons (see Part IX, Exhibit C for photo and truss design drawing).
- Lighting System and Equipment:
 - (36) – Source Par Four, with gels
 - (36) – Nook Lights with barn doors
- Truss System and Equipment:
 - (1) – 150'3"L X 33' 5"W X 16'H white shade structure, 20" truss.
 - Rectangular structure on top of trussing (all sides) to accommodate 4'H banner display (see Part IX, Exhibit C for photo and truss design drawing). Banner must fit neatly within the structure. Approximate banner dimensions are:
 - 35'L X 4'H installed on the 150'3" side of truss structure (4 banners total per side)
 - 30'L X 4'H installed on the 33'5" side of the truss structure (1 banner total per side)(Contractor shall determine the size of truss needed to fulfill this specification. Contractor shall collaborate with the District to ensure proper placement.) Contractor to supply 55'L x 20'H x 12" box truss bridge for cable ramp to power distro location (see picture below).



2. Heritage Stage

- Truss shade structure:
 - 34'L x 34'W x 30'H Shade structure with 3 @ 34'L x 20'W x 22'H overhang extensions
 - (4) – Roofs (1 - 30' x 30', 3 - 30' x 20')
 - 24" silver box truss
 - 70% textoline screen
- Stage structure:
 - 32'L x 32'W x 36"H stage skirted in black with 3 sets of stairs w/handrails, 2 on sides, 1 in front
 - ADA lift on side (no room for ramp)
- Lighting:
 - (40) – Source four pars with varying lenses and color gel
 - (12) – ETC Source Four Lekos of varying barrel degrees and color gel

- (2) – 12-way ETC sensor racks
- (1) – ETC express console with monitor

3. Plaza Pacifica Stage

- The Plaza Pacifica Stage seating area will accommodate seating for approximately 50 people with additional standing room/seating in the open plaza area surrounding the stage.
- During the annual OC Fair, this venue typically operates from 10:00 a.m. to 11:00 p.m., Wednesday through Friday, and from 12:00 p.m. to 11:00 p.m., Saturday and Sunday.
- Various performances will take place on the Pacifica Stage, including community acts during the day, and at night. In 2020, Contractor shall provide equipment and personnel to support the nightly karaoke band performance for the full 23-day run of the OC Fair.
- Due to proximity to Pacific Amphitheater and proximity to housing areas, this stage requires special sound attenuation measures. The sound attenuation measures consist of an alternating layer of heavy velour fabric, heavy plastic and duvetyn fabric. Contractor shall provide adequate support and ballast to mitigate the high wind load created by the sound attenuation materials. The sound attenuation materials cover the rear of the stage 40'L x 14'H.
- The Plaza Pacifica Stage includes the following elements:
 - Stage assembly, including heavy duty black decking and steps at side stage
 - Lighting system
 - ADA Lift on side (no room for ramp)
- Lighting System and Equipment:
 - (10) – Source Four® PARs with small dimmer control and color gel
- Staging System and Equipment:
 - 24'L X 24'W X 24"H Biljax stage
 - All sides skirted in black
 - Black decking
 - Sets of stairs
 - ADA Lift

4. Main Mall Show/Video Wall Truss Structure

- The Main Mall is an open space corridor that functions as a main arterial route connecting various converging areas of the OC Fair & Event Center property. The Hangar Building entrance is located at the north end of Main Mall. Bidders may refer to Part IX, Exhibit A, for a facility map.
- Various community acts perform on The Hangar Stage throughout the day, followed by a mid-level headliner band performance at night. Two (2) exterior video screens mounted on each side of The Hangar Building entrance display OC Fair information throughout the day along with a presentation of the headliner band performance at night and are to be viewable from the Main Mall.
- Contractor shall provide a video wall truss structure (see Part IX, Exhibit E) on the exterior of The Hangar Building, which will accommodate video screens provided by District's contracted video equipment and production services vendor. A detail drawing of the video screen has also been included in Part IX, Exhibit E, and additional specification details are below to give Contractor an understanding of the equipment to be supported:
 - Manufacturer: ROE
 - Model: Magic Cube 7H Black LED's
 - Weight: 1,971 lbs

- Dimensions: 12'W x 19.69'H (480 x 800 Pixels)
- Total Tiles Per Screen: 60
- Pixel Pitch: 5 mm
- The Main Mall Show/Video Wall Truss Structure Equipment List is below:
 - (2) – 8'4"D x 13'6"W x 30'4"H truss structures. Bidder shall examine the two drawings located in Part IX, Exhibit E for the trussing and rigging specifications required and shall develop a Main Mall Show/Video Wall Truss Structure Equipment List that fulfills these specifications. Also to be included in this system are:
 - (4) – Hoist 208V 1-Ton 16FPM Soca7 with chain bags
 - (1) – Hoist Distro Soca7 8-way

5. Pacific Amphitheatre Ambient Lighting

The Pacific Amphitheatre Ambient Lighting will be utilized in the new Pacific Amphitheatre plaza grounds area for the 2020 OC Fair. Contractor shall be prepared to provide the equipment to meet the current system plan as detailed in this RFP and make adjustments in system layout. No additional cost shall be charged to the District for redesign of the venue utilizing the same equipment. Below is the minimum list of required general lighting equipment for Pacific Amphitheatre Ambient Lighting:

- (30) – Source Four® PARs with gels in various locations in venue

6. Ceramics

- (12) – PAR 64 500 Watt, with gels
- (8) – 4' x 8' x 12" desks (demo stage)

7. Exhibit Promenade

- (1) – 30'W X 15'H, 12" box truss freestanding structure
- (12) – LED RGB PARS
- (1) – 20'L X 28'W X 2'H Biljax stage skirted in black with two (2) sets of stairs with hand rails
- (5) – Source 4 Pars on 12" box truss hanging from the building beam
- ADA Lift (no room for ramp)

8. Explorium Destination Kids Tent

- (1) – 20'W X 10'H, 12" box truss freestanding structure w/ base plates and balasts
- (24) – PAR 64 500 Watt, with gels on poles hung down from middle of tent
- (1) – 16'L X 16'W X 1'H Biljax stage skirted in black with black AstroTurf and one (1) set of stairs

9. Family Fair Way Arch

- 45'W x 16'H, 18" to 20" box truss freestanding structure (see picture below)
- Rectangular structure on top of trussing to accommodate 4'H banner display. Approximate banner dimensions are 40'L x 4'H.
- (8) – Nook Lights with barn doors



(Contractor shall determine the size of truss needed to fulfill this specification. Contractor shall collaborate with the District to ensure proper placement.)

10. Country Meadows Arches

- (2) – 20'L x 16'H, 18" to 20" box truss freestanding structure with rectangular structure on top of trussing (all sides)
- (12) – Nook Lights
- 300' of festoon lights
- (4) – Lekos on décor
- (8) – source 4 Pars with gels on décor

11. Heroes Hall Arch

- 45'W x 16'H, 18" to 20" box truss freestanding structure (see pictures below) with balasts Rectangular structure on top of trussing to accommodate 4'H banner display. Approximate banner dimensions are 40'L x 4'H.
- (8) – Nook lights with barn doors for signage
- (12) – Red, White, Blue source 4 pars as truss warmers



12. Baja Blues

- (10) – LED RGB Pars and small dimmer
- (1) – 12'L X 12'W X 1'H stage skirted in black

13. Livestock Auction Ring

- (2) – 40' spanner trusses with four (4) ½-ton motors attached to District-owned 15' circle truss
- All Spansets
- Contractor to install District-owned 15' circle truss using Contractor's rigging and supplies.

14. Junior Livestock Stage (1-Day Event):

- (1) - 8'L X 16'W X 2'H Biljax stage skirted in black with two (2) sets of stairs with safety rails

15. Country Meadows Stage, Truss and Lighting

- (1) – 26'L X 18'W X 16'H shade structure (shade cloth to be 24' x 16')
- (16) – PAR 64 500 Watt, general wash lighting , with gels and small dimmer
- (1) – 24'L X 16'W X 2'H Biljax stage skirted in black with two (2) set of stairs with safety rails
- ADA Lift (no room for ramp)

D. VENUE EQUIPMENT LIST – IMAGINOLOGY

The Hangar Building

- (1) – 12'L X 20'W X 2'H Biljax stage skirted in black with two (2) sets of stairs with safety rails

Main Mall

- (1) – 24'L X 24'W X 2'H Biljax stage skirted in black with two (2) sets of stairs and ramp with safety rails
- (1) – 26'L X 26'W X 15'H truss shade structure, shade cloth top and backdrop, water barrel ballast

Los Alamitos Building (Building 14)

- (1) – 12'L X 20'W X 1'H Biljax stage skirted in black with black Astroturf

Dia Del Nino

- (1) – 24'L X 24'W X 24'H Biljax stage skirted in black with black Astroturf, two (2) sets of steps
- (1) – 26'L X 26'W X 15'H truss shade structure, shade cloth top and backdrop, water barrel ballast

E. PERSONNEL SERVICES AND REQUIREMENTS

1. General Requirements

- a. Contractor shall provide qualified technicians/operators to set up, rig, operate and strike all staging, truss, and lighting systems. These technicians must also be available at all times for technical, operational or supervisory assistance. Bidder shall include a flat fee for all personnel required to fulfill these services on the Financial Proposal Bid Form.
- b. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.
- c. Labor shall include all delivery, installation, operation, maintenance, security, teardown and removal services necessary to support each performance each day of the twenty-three (23) current days of the annual OC Fair. Labor for Imaginology shall include all delivery, installation, maintenance, teardown and removal services necessary to support all three (3) days of installed stage equipment.
- d. The District will not be responsible for overtime charges. Contractor shall deploy sufficient labor resources to fulfill all delivery, installation and removal requirements. Contractor services performed outside of "regular" business hours or on Saturday(s) and Sunday(s) shall not result in additional charges of overtime to the District. There will be no exceptions.
- e. During the annual OC Fair, technicians must be present for the initial equipment setup, all twenty-three (23) days of the Fair and the final equipment strike; technicians must be present each day when the performers arrive and will remain onsite through the strike of each day or night event. Personnel will not be required to maintain an onsite presence during the annual Imaginology event.
- f. The District desires Engineers/Technicians who have a minimum of five (5) years of experience in the industry.

2. Setup and Teardown Requirements

- a. Typically, installation and teardown will occur during regular business days, Monday through Friday. However, services may be performed on Saturday(s) and Sunday(s), as dictated by the District's scheduling needs. Contractor must supply personnel during setup/teardown or as specified by the District. It is anticipated setup and teardown will take place between the hours of 7:00 a.m. and 7:00 p.m.; however, actual business hours will be determined based on the daily performance schedule.
- b. Contractor shall be required to provide equipment and services for the annual OC Fair each July and August, and stage equipment for the annual Imaginology event each year. Setup generally begins two (2) weeks prior to the event and the systems should be loaded in, set up, and checked out to the mutual satisfaction of the Contractor and District Management two (2) days prior to opening day of the Fair and/or Imaginology.
- c. For the 2020 OC Fair, it is anticipated Contractor will begin setup on July 1, 2020, and shall have all equipment set up and operational by 5:00 p.m. on July 15, 2020. Exact dates for the 2020 OC Fair and any subsequent OC Fair and/or Imaginology events are subject to change. Performance dates for future



OC Fairs/Imaginology events will be provided by District Management as early as possible each year. Contractor will coordinate setup efforts with District Management. Contractor is expected to provide all necessary equipment, tools and personnel to set up and maintain systems, and all such costs shall be included in the bid.

- d. Teardown begins the day after the last performance. Contractor is allowed up to five (5) days for completion of teardown for the OC Fair and up to three (3) days for Imaginology, or as communicated by the District. Teardown shall begin no later than 8:00 a.m. the day following the final show. Contractor is to provide necessary equipment, tools and personnel to tear down systems and all such costs shall be included in the bid.
- e. The District will provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. These authorized individuals shall be the only points of contact while installation and/or performance crew are on District grounds. Contractor shall not accept instructions from or convey information to anyone not listed.
- f. Equipment shall be visually examined by District personnel to confirm equipment has been clearly marked with Contractor's company name and/or logo and meets the requirements detailed in this RFP as well as the design plan for that OC Fair run. Photos provided by Contractor in response to this RFP shall be representative of all equipment used in the performance of these services for the duration of the contract term. Items not properly marked per Paragraph B – Equipment Quality and Requirements, Item 1 above will be rejected by the District and shall be immediately tagged or replaced by Contractor.
- g. Contractor shall maintain a load-in/loud-out log, or some other mutually agreed upon mechanism for accountability of inventory, which shall detail items and quantity brought onsite by Contractor. This log/mechanism shall be signed by the District representative who reviews said inventory and a copy shall be left with the District upon load-in/installation.

3. Show/Rehearsal Crew Requirements

- a. The following show/rehearsal crew requirements apply to the annual OC Fair only and are not required for Imaginology:
 - i. Contractor shall provide a minimum of one (1) Crew Chief/Lighting Operator and one (1) Systems Technician who will provide support for all locations. The Systems Technician will work with the Operator to ensure proper functioning of all Contractor-supplied systems.
 - ii. Contractor shall supply personnel to operate and maintain lighting, staging and truss systems during all operational hours of the annual OC Fair. Contractor's personnel are to be onsite and ready to work by 5pm Wednesday - Sunday to be ready to turn on all lights. A typical workday begins at 8:00 a.m. and ends at midnight. Operators shall arrive at 5pm to the OC Fair each day. Operations cease at approximately 12:00 a.m. each performance night. All equipment repairs and adjustments shall be done after the fair closes or before it opens.
 - iii. Contractor's personnel are required to be the same personnel throughout the run of the OC Fair, and there shall be no exceptions unless prior written approval is granted by District Management.
 - iv. Show/Rehearsal Crew shall be required to strike and set up various parts of the systems at different times, depending on schedule and nature of performance. Contractor's labor plan must allow for enough labor to set/strike the systems as required.
 - v. Contractor shall provide experienced, qualified and responsible personnel to set up equipment, monitor and operate equipment according to stage performance needs, provide security for equipment and tear down equipment.
 - vi. Contractor's personnel shall adapt and be flexible to reasonable requests regarding lighting, staging and truss system operations and use, as determined appropriate by the District and/or made by traveling/touring personnel.

F. DEFINITIONS AND BIDDING REQUIREMENTS

The District does not guarantee the minimum or maximum amount of equipment that will be required/used during the annual OC Fair and/or Imaginology. The above equipment lists identify the items most commonly utilized by the District. Bidder is responsible for a cost-effective and comprehensive design. These equipment lists are included to outline the scope of requirements as substantiated by the variety of past performances (see Part V, Sections C and D). Based upon Bidder's experience and the information contained herein, Bidder shall supply a design plan and provide equipment and services appropriate for venues of this scope. Contractor is responsible to ensure a complete and fully functional package/system is provided.

All costs for labor, transportation, and materials used to deliver, install, maintain and remove the equipment described in this RFP, as applicable, must be included in the labor/equipment pricing submitted in Bidder's Financial Proposal Bid Form. Contractor's services include any labor or materials not mentioned, but required to make the installation and removal whole, complete, safe, secure and compliant to all Federal, State, local government and OSHA regulations. Requirements including, but not limited to, California State approved fire extinguishers, all anchoring mechanisms, equipment safety lines, or any other items necessary to secure equipment to prevent tipping or collapse, must be included in the cost of the equipment. All costs shall include California sales and any other taxes or fees (explain in detail), if applicable.

The contracted "OC Fair" and "Imaginology" Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and will cover the entire rental/service period for the annual events from installation and testing through final teardown.

Bid – Equipment (Imaginology): Bidder shall provide an "Imaginology" package price for the above anticipated equipment list for the 3-day run of the annual Imaginology for each of the venues listed below:

- The Hangar Building
- Main Mall
- Los Alamitos Building (Building 14)
- Dia Del Nino

Bid – Equipment (OC Fair): Bidder shall provide an "OC Fair" package price for the above anticipated equipment list for the full 23-day run of the annual OC Fair for each of the venues listed below:

- Fair Square
- Heritage Stage
- Plaza Pacifica Stage (Karaoke)
- Main Mall Show/Video Wall Truss Structure
- Pacific Amphitheatre ambient lighting
- Ceramics
- Exhibit Promenade
- Explorium Destination Kids Tent
- Family Fair Way Arch
- Country Meadows Arch
- Heroes Hall Wall Arch
- Baja Blues
- Junior Livestock Stage (1-Day Event)
- Livestock Auction Ring
- Country Meadows stage, truss & lighting

For both the OC Fair and Imaginology, Contractor is responsible to ensure complete and fully functional packages/systems are provided and shall ensure all appropriate and necessary costs have been considered and incorporated into the fixed pricing. This shall include, but not be limited to, items such as:

- All conventional lighting fixtures are to be complete with gel frames, gel, and safety(s).



- Inclusion of a wide variety of gel to use for creating unique themes and looks.
- All cables, connectors (UL listed), feeders, etc. for power distribution.
- Rigging, spansets, steel cables, shackles, rings, burlap, motors, and lifts.
- Safe installation of equipment using lifelines, safety harnesses, fall arrest, truss ladders, etc. per OSHA requirements.
- ADA-compliant lifts, stairs, and rails; skirting on all sides of stages, and finished tops of stages.
- Spare parts, fixtures, and lamps/bulbs.
- Stamped engineered documents of each stage & truss structure
- Signed company letter stating the stages have been installed according to stamped engineering drawings

Bid - Labor: Bidder shall provide a flat "OC Fair" and "Imaginology" package price for all personnel necessary to provide setup, operation, maintenance and teardown services based upon the scope of work contained herein for the entire run of the annual OC Fair and the annual Imaginology event.



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5220-

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice. Invoices shall be submitted according to the Attachment 1:

All invoices are to be itemized and contain the District's Purchase Order (PO) number 50075. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).



10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.



c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:



If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.



Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:



- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

- a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined



single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.



3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-



EXHIBIT F – MEGAN’S LAW SCREENING & CERTIFICATION

**OC Fair & Event Center
Megan’s Law Screening Certification and Listing**

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ Contact Telephone : _____

Type of Company/Organization Contractor Consultant Concessionaire
(Circle one): Entertainer Exhibitor Volunteer

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Youth Expo. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

Company/Organization Representative’s Signature

Title of Representative

Printed Name

Date

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 2

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, “Contractor”) shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.
3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).
4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.
5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, “Contractor”) must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).
2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).



EXHIBIT G
UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 2 of 2

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the back stage area of the Pacific Amphitheatre without a back stage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.
5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre back stage Security Manager the name of each OCFEC Contractor that was issued a back stage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre back stage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre back stage passes. All Pacific Amphitheatre back stage passes must be worn by the OCFEC Contractor as described above.
6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.
7. Contractors will be allowed in the Pacific Amphitheatre back stage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre back stage area, Contractor must immediately leave the area.
8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.
9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.
10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

(Print Name & Title)

(Signature)

(Date)

**EXHIBIT H
ADDITIONAL CONTRACT TERMS AND CONDITIONS**

These terms and conditions are in addition to those contained in the CCC-4/2017 Certification, GTC 4/2017 General Terms and Conditions, and all Exhibits which will be made a part of the contract (Part IX - Forms).

1. Authorized Representative

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. Phone Numbers

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

3. Vehicles, Equipment and Supplies

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Material Safety Data Sheets (MSDSs) for all chemical-cleaning products used must be on-site accessible by the District. Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

4. Vehicle Utility Carts

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety.

Weather protection of equipment is the responsibility of the District.

5. Venue Clean-Up

CLEAN-UP:

- Contractor is to keep job site clean daily and upon project completion.
- Contractor shall sweep and blow all debris daily and upon project completion.
- Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
- Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
- Contractor is to keep all compound and chemicals out of storm drains & sewers.
- Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

6. Telephone Numbers

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

7. Personnel Policy

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with Material Safety Data Sheets (MSDSs), and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all

required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

8. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise, or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

9. Licenses, Permits and Certifications

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

10. Site Access

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

11. Insurance

Proof of insurance, meeting the requirements of the State (see attached Insurance Requirements) must be made available to the District within 15 days of contract award. Failure to do so could result in termination of said contract.

12. Work Permit Law

If Contractor employs youth under the age of 18 years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

13. Uniforms and Badges

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

14. Personnel

All Contractor employees are employees of the Contractor and not the District. No agent, servant, or employee of the Contractor will under any circumstances be deemed an agent, servant, or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

15. Potential Subcontractors/Independent Contractors

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor. All subcontractor agreements shall be communicated to the District. Under no circumstances, shall a Contractor allow pay and performance disputes with subcontractors to result in a mechanics lien against the District.

16. Suppliers

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

17. Subcontracting

Subcontracting of goods or services must be approved in writing, by the District.

18. Fire Regulations

All fire regulations as prescribed by the State Fire Marshal must be strictly observed as detailed by District Safety & Security.

19. Travel, Transportation and Accommodations:

Contractor is responsible for all necessary travel, transportation and accommodations.

20. Invoices

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) and an itemized list containing Contractor's order number, specifications, and dates of delivery/pick-up, for each piece of equipment provided.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract approval and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

21. Payment

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion and receipt of proper invoice.

22. Pricing/Financial Proposal Bid Form

The Financial Proposal Bid Form will be used to develop the “not to exceed” amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the rate as entered on the Financial Proposal Bid Form. The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

23. Megan’s Law Screening

All of Contractor’s employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor’s subcontractors who will be performing job related duties on District premises must pass background checks under “Megan’s Law” as required by the District’s current Megan’s Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District’s Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true, and correct copy of the District’s current Megan’s Law policy is attached (see Part IX – Forms).

24. Right to Replace/Dismiss

Contractor’s onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor’s onsite personnel or any member of Contractor’s onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor, or of Contractor’s permitted subcontractors, is in violation of District policies and procedures regarding harassment, discrimination or offensive behavior or Megan’s Law, or fails to meet the District’s safety, security and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance, or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance, or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor’s subcontractor, as the case may be) cease using said employee at the District’s facilities and Contractor (or Contractor’s subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor’s employees or of Contractor’s subcontractor’s employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance to the requirements set forth in this IFB.

25. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor’s employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

26. Evaluation of Contractor Performance

Contractor will be evaluated on their performance, including, but not limited to, Contractor’s record of conforming to contract requirements and to standards of good workmanship; Contractor’s record of forecasting and controlling costs; Contractor’s adherence to contract schedules, including the administrative aspects of performance; Contractor’s history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor’s record of integrity and business ethics, and generally, Contractor’s business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

27. Non-Exclusive Agreement

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work/product of a similar or identical nature.

28. Termination

The District reserves the right to terminate without cause any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract. The District has the right to terminate any contract in its sole and absolute discretion.

29. Force Majeure

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

EXHIBIT I

COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.



EXHIBIT I - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20_____.

OCFEC BUSINESS PARTNER:

Signature

Address

Address



ATTACHMENT 1 - RATES

FAIR SQUARE Lighting/Truss Equipment - RUN OF FAIR (Currently 23 Days)		2020	2021	2022	2023	2024	2025
Quantity	Equipment Description	Equipment Price	Equipment Price	Equipment Price	Equipment Price	Equipment Price	Equipment Price
36	Source Par Four, with gels	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,365.00	\$ 1,365.00	
36	Nook Lights with barn doors	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,890.00	\$ 1,890.00	
1	Truss System and Equipment: 150'3"L X 33'5"W X 16'H white shade structure, 20" truss with rectangular structure on top of trussing (all sides) to accommodate 4'H banner display: - 35'L X 4'H installed on the 150'3" side of truss structure (4 banners total per side). - 30'L X 4'H installed on the 33'5" side of the truss structure (1 banner total per side) (Contractor shall determine the size of truss needed to fulfill this specification. Contractor shall collaborate with the District to ensure proper placement.) Contractor to supply 55'L x 20'H truss bridge for cable ramp to power distro location	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 29,400.00	\$ 29,400.00	
1	Stamped engineering drawings of truss structure	\$ 1,000.00					
Fair Square Lighting/Truss Equipment Cost - RUN OF FAIR TOTALS		\$ 32,100.00	\$ 31,100.00	\$ 31,100.00	\$ 32,655.00	\$ 32,655.00	\$ -
FAIR SQUARE LIGHTING/TRUSS EQUIPMENT - TOTAL BID (ALL FIVE YEARS)							\$ 159,610.00

HERITAGE STAGE Lighting/Staging/Truss Equipment - RUN OF FAIR (Currently 23 Days)		2020	2021	2022	2023	2024	2025
Quantity	Equipment Description	Equipment Price	Equipment Price	Equipment Price	Equipment Price	Equipment Price	Equipment Price
40	Source four pars with varying lenses and color gel	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	
12	ETC Source Four Lekos of varying barrel degrees and color gel	\$ 750.00	\$ 750.00	\$ 750.00	\$ 787.50	\$ 787.50	
2	12-way ETC Sensor racks	\$ 625.00	\$ 625.00	\$ 625.00	\$ 656.25	\$ 656.25	
1	ETC Express console with monitor	\$ 850.00	\$ 850.00	\$ 850.00	\$ 892.50	\$ 892.50	
1	Truss shade structure: 34'L x 34'W x 30'H Shade structure w/ 3 @ 34'L x 20'W x 22'H overhang extensions 4 – Roofs(1 - 30' x 30', 3 - 30' x 20') 24" silver box truss 70% textline screen	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 21,000.00	\$ 21,000.00	
1	Stamped engineering drawings of truss structure & stage	\$ 1,000.00					
1	Stage structure: 32'L x 32'W x 36'H stage skirted in black with 3 sets of stairs w/handrails, 2 on sides, 1 in front ADA lift on side(no room for ramp)	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,350.00	\$ 7,350.00	
Heritage Stage Equipment Cost - RUN OF FAIR TOTALS		\$ 31,725.00	\$ 30,725.00	\$ 30,725.00	\$ 32,261.25	\$ 32,261.25	\$ -
HERITAGE STAGE EQUIPMENT - TOTAL BID (ALL FIVE YEARS)							\$ 157,697.50

PLAZA PACIFICA STAGE Lighting/Staging/Truss Equipment - RUN OF FAIR (Currently 23 Days)		2020	2021	2022	2023	2024	2025
Quantity	Equipment Description	Equipment Price	Equipment Price	Equipment Price	Equipment Price	Equipment Price	Equipment Price
10	Source Four® PARs with small dimmer control and color gel	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,050.00	\$ 1,050.00	
1	Staging System and Equipment: (1) - 24'L X 24'W X 24'H Biljax stage All sides skirted in black Black decking(2) sets of stairs	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00	
1	The sound attenuation measurers consist of an alternating layer of heavy velour fabric, heavy plastic and duvetyn fabric 40'L x 14'H.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00	
1	ADA Lift	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,050.00	\$ 1,050.00	
Plaza Pacifica Stage Equipment Cost - RUN OF FAIR TOTALS		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,500.00	\$ 10,500.00	\$ -
PLAZA PACIFICA STAGE EQUIPMENT - TOTAL BID (ALL FIVE YEARS)							\$ 51,000.00

MAIN MALL SHOW/VIDEO WALL TRUSS STRUCTURE Equipment - RUN OF FAIR (Currently 23 Days)		2020	2021	2022	2023	2024	2025
Quantity	Equipment Description	Equipment Price	Equipment Price	Equipment Price	Equipment Price	Equipment Price	Equipment Price
1	Stamped engineering drawings of truss structure	\$ 1,000.00					
2	8'4"D x 13'6"W x 30'4"H truss structures. Bidder shall examine the two drawings located in Part IX, Exhibit E for the trussing and rigging specifications required and shall develop a Main Mall Show/Video Wall Truss Structure Equipment List that fulfills these specifications. Also to be included in this system are: (4) - Hoist 208V 1-Ton 16FPM Soca7 with chain bags (1) - Hoist Distro Soca7 8-way	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 21,000.00	\$ 21,000.00	
Main Mall Show/Video Wall Equipment Cost - RUN OF FAIR TOTALS		\$ 21,000.00	\$ 20,000.00	\$ 20,000.00	\$ 21,000.00	\$ 21,000.00	\$ -
MAIN MALL SHOW/VIDEO WALL EQUIPMENT - TOTAL BID (ALL FIVE YEARS)							\$ 103,000.00



PACIFIC AMPHITHEATRE AMBIENT LIGHTING Equipment - RUN OF FAIR (Currently 23 Days)		2020	2021	2022	2023	2024	2025
Quantity	Equipment Description	Equipment Price	Equipment Price	Equipment Price	Equipment Price	Equipment Price	Equipment Price
30	Source Four® PARs with gels in various locations in venue	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,260.00	\$ 1,260.00	
Pacific Amphitheatre Ambient Lighting Equipment Cost - RUN OF FAIR TOTALS		\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,260.00	\$ 1,260.00	
PACIFIC AMPHITHEATRE AMBIENT LIGHTING (EQUIPMENT)- TOTAL BID (ALL FIVE YEARS)							\$ 6,120.00

SMALLER VENUE LIGHTING, STAGING AND TRUSS Equipment - RUN OF FAIR (Currently 23 Days)		2020	2021	2022	2023	2024	2025
Quantity	Equipment Description	Equipment Price	Equipment Price	Equipment Price	Equipment Price	Equipment Price	Equipment Price
CERAMICS							
12	PAR 64 500 Watt, with gels	\$ 500.00	\$ 500.00	\$ 500.00	\$ 525.00	\$ 525.00	
8	4'W x 8'L x 12"H desks (demo stage)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,050.00	\$ 1,050.00	
EXHIBIT PROMENADE							
1	30'W X 15'H, 12" box truss freestanding structure	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	
12	LED RGB PARS	\$ 960.00	\$ 960.00	\$ 960.00	\$ 1,008.00	\$ 1,008.00	
1	20'L X 28'W X 2'H Biljax stage skirted in black with two (2) sets of stairs with hand rails	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,100.00	\$ 2,100.00	
2	5 Source 4 Pars on 12" box truss hanging from the building beam	\$ 600.00	\$ 600.00	\$ 600.00	\$ 630.00	\$ 630.00	
1	20'L X 28'W X 2'H Biljax stage skirted in black with 2 sets of stairs	N/A	N/A	N/A	N/A	N/A	N/A
1	Stamped engineering drawings of truss structure & stage	\$ 1,000.00					
1	ADA Lift(no room for ramp)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,050.00	\$ 1,050.00	
EXPLORIUM DESTINATION KIDS TENT							
1	20'W X 10'H, 12" box truss freestanding structure	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,625.00	\$ 2,625.00	
24	PAR 64 500 Watt, with gels on poles hung down from middle tent	\$ 750.00	\$ 750.00	\$ 750.00	\$ 787.50	\$ 787.50	
1	Stamped engineering drawings of truss structure & stage	\$ 1,000.00					
1	16'L X 16'W X 1'H Biljax stage skirted in black with one (1) set of stairs with safety rails and ramp	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	
FAMILY FAIR WAY ARCH							
1	45'W x 16'H, 18" to 20" box truss freestanding structure with rectangular structure on top of trussing (all sides) to accommodate 4'H banner display.	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,400.00	\$ 8,400.00	
1	Stamped engineering drawings of truss structure	N/A					
8	Nook lights with barn doors for signage	\$ 400.00	\$ 400.00	\$ 400.00	\$ 420.00	\$ 420.00	
COUNTRY MEADOW ARCHES							
2	Meadows Arches: (2) 20'L x 16'H, 18" to 20" box truss freestanding structure with rectangular structure on top of trussing (all sides)	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,750.00	\$ 15,750.00	
12	Nook Lights with barn doors for signage	\$ 600.00	\$ 600.00	\$ 600.00	\$ 630.00	\$ 630.00	
300ft	Festoon Lights	\$ 600.00	\$ 600.00	\$ 600.00	\$ 630.00	\$ 630.00	
4	Lekos focused on décor	\$ 250.00	\$ 250.00	\$ 250.00	\$ 262.50	\$ 262.50	
1	Stamped engineering drawings of truss structure	\$ 1,000.00					
8	Source 4 Pars with gels focused on décor	\$ 800.00	\$ 800.00	\$ 800.00	\$ 840.00	\$ 840.00	
HEROES HALL ARCH							
1	45'W x 16'H, 18" to 20" box truss freestanding structure (see drawing below) with balasts Rectangular structure on top of trussing to accommodate 4'H banner display. Approximate banner dimensions are 40'L x 4'H	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,400.00	\$ 8,400.00	
8	Nook lights with barn doors for signage	\$ 400.00	\$ 400.00	\$ 400.00	\$ 420.00	\$ 420.00	
1	Stamped engineering drawings of truss structure	\$ 1,000.00					
12	Red, White, Blue source 4 pars as truss warmers	\$ 1,440.00	\$ 1,440.00	\$ 1,440.00	\$ 1,512.00	\$ 1,512.00	
BAJA BLUES							
10	LED RGB Pars and small dimmer	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	
1	12'L X 12'W X 1'H stage skirted in black	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,050.00	\$ 1,050.00	
LIVESTOCK AUCTION RING							
2	40' spanner trusses with (4) ½-ton motors and all Spansets (attached to District-owned 15' circle truss)	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,400.00	\$ 8,400.00	
1	Stamped engineering drawings of truss structure	\$ 1,000.00					
	All Spansets						
	Contractor to install District-owned 15' circle truss using Contractor's rigging and supplies						
JUNIOR LIVESTOCK AUCTION (1-DAY EVENT)							
1	8'L X 16'W X 2'H Biljax stage skirted in black with 2 sets of stairs with safety rails	\$ 300.00	\$ 300.00	\$ 300.00	\$ 315.00	\$ 315.00	
COUNTRY MEADOW STAGE, TRUSS, AND LIGHTING							
1	26'L X 18'W X 16'H shade structure (shade cloth to be 24' x 16')	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00	
16	PAR 64 500 Watt, general wash lighting, with gels and small dimmer	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,100.00	\$ 2,100.00	
1	24'L X 16'W X 2'H Biljax stage skirted in black with two (2) set of stairs with safety rails	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00	
1	Stamped engineering drawings of truss structure & stage	\$ 1,000.00					
1	ADA Lift(no room for ramp)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,050.00	\$ 1,050.00	
Smaller Venue Equipment Cost - RUN OF FAIR TOTALS		\$ 75,600.00	\$ 69,600.00	\$ 69,600.00	\$ 73,080.00	\$ 73,080.00	\$ -
SMALLER VENUE EQUIPMENT - TOTAL BID (ALL FIVE YEARS)							\$ 360,960.00



IMAGINOLOGY Staging Equipment - RUN OF EVENT (Currently 3 Days)		2020	2021	2022	2023	2024	2025
Quantity	Equipment Description	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Price
THE HANGAR BUILDING							
1	12'L X 20'W X 2'H Biljax stage skirted in black with 2 sets of stairs with safety rails		\$ 450.00	\$ 450.00	\$ 475.00	\$ 475.00	\$ 475.00
MAIN MALL							
1	24'L X 24'L X 2'H Biljax stage skirted in black with 2 sets of stairs with safety rails		\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00
1	Stamped engineering drawings of truss structure & stage						
1	26'L X 26'W X 15'H truss shade structure, shade cloth top and backdrop, water barrel ballast		\$ 3,000.00	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00
LOS ALAMITOS BUILDING (BUILDING 14)							
1	12'L X 20'W X 1'H Biljax stage skirted in black with 2 sets of stairs with black Astro turf		\$ 450.00	\$ 450.00	\$ 475.00	\$ 475.00	\$ 475.00
DIA DEL NINO							
1	24'L X 24'W X 24'H Biljax stage skirted in black with black Astro turf, (2) sets of steps		\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00
1	Stamped engineering drawings of truss structure & stage						
1	26'L X 26'W X 15'H truss shade structure, shade cloth top and backdrop, water barrel ballast		\$ 3,000.00	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00
Imaginology Equipment Cost - RUN OF EVENT TOTALS			\$ 9,900.00	\$ 9,900.00	\$ 10,400.00	\$ 10,400.00	\$ 10,400.00
IMAGINOLOGY EQUIPMENT - TOTAL BID (ALL FIVE YEARS)							\$ 51,000.00

Lighting, Staging and Truss Labor		2020	2021	2022	2023	2024	2025
Labor		Labor Price	Labor Price	Labor Price	Labor Price	Labor Price	Labor Price
OC Fair Labor Package (ALL VENUES) - RUN OF FAIR (Currently 23 Days)		\$ 100,000.00	\$ 100,000.00	\$ 105,000.00	\$ 105,000.00	\$ 110,000.00	
Imaginology Labor Package (ALL VENUES) - RUN OF EVENT (Currently 3 Days)		N/A	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Lighting, Staging and Truss Labor - RUN OF EVENT TOTALS		\$ 100,000.00	\$ 106,000.00	\$ 111,000.00	\$ 111,000.00	\$ 116,000.00	\$ 6,000.00
Contingency for additional equipment & labor - RUN OF EVENT TOTALS		\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
LIGHTING, STAGING AND TRUSS LABOR PACKAGE - TOTAL BID (ALL FIVE YEARS)							\$ 550,000.00

CUMULATIVE ANNUAL TOTALS - ENTIRE BID (EQUIPMENT & LABOR)	\$ 271,625.00	\$ 278,525.00	\$ 283,525.00	\$ 292,156.25	\$ 297,156.25	\$ 16,400.00	
TOTAL BID (ALL VENUES, ALL FIVE YEARS)							\$ 1,439,387.50



March 20, 2020

To: All Potential Bidders

From: Kelly Vu, Business Services Supervisor

Re: RFI #1, Q & A, RFP # GL-07-20

The purpose of this RFI (Request for Information) is to transmit "Questions and Answers" regarding the technical components of the RFP Grounds Lighting Staging and Truss Equipment and Services. All terms and conditions of the original RFP notice remain unchanged.

Questions and Answers

Questions:

1. The blurb below can be found on page 27 of 84. We will not be interested in supplying a complete list of inventory. Is this a deal breaker?

2. Equipment and Supplies..... 15

a-b. Provide a general statement as to Bidder's ownership of the equipment needed to fulfill the scope of work and if any equipment must be purchased or rented; supply a complete, detailed list of Bidder's inventory, including the total quantities and details for equipment requested in this RFP; for each item, indicate ownership of equipment/supplies, including a breakout of owned vs. rented; describe quality and condition of proposed equipment/supplies..... 10

c. Submit high-quality color photographs of specified equipment..... 5

Answer: If a complete list of inventory is not supplied it will be scored accordingly

2. Has an LED Wall contract been awarded?

Answer: Not yet, RFP will be released within the next few weeks and will be posted on our website ocfair.com under Bid Opportunities.

3. Is there a current open bid for an LED Wall?

Answer: RFP will be released within the next few weeks and will be posted on our website ocfair.com under Bid Opportunities.

4. RFP GL-07-20

Part VIII

Section 4 states that contractor bidding on GL-07-20 is responsible for venue cleanup. This section, in our opinion; has no correlation to what is being bid on. The contract is strictly for providing truss, staging and lighting. Is this assumption correct?

Answer: Venue cleanup doesn't apply unless it has to do with contractor's equipment.

5. The needed concrete for ballast, will some or all of this be provided by the OC Fair? If not, then will year round storage be available for the concrete ballast used annually by the winning bidder?

Answer: None of the ballasts will be supplied by the OCFEC. It may be a possibility to store on site but preference would be to not have them here due to year round event activity.

6. Page 18; #2 Heritage Stage – Clarification, should this read 20.5” truss or do you require custom 24” truss?

Answer: 20.5” truss is fine as long as engineering confirms it is possible based on structure in the RFP.

7. Page 20; Pacific Amphitheater – Its indicated that 30 ETC Source 4 Fixtures will be used in various location in the venue. How and where are those to be rigged?

Answer: OCFEC will supply power near locations; these 30 fixtures are mainly ground up lighting on walls and some building roofs to light signage.

8. Page 20; Ceramics – The Par 64 fixtures how are those to be rigged?

Answer: Those fixtures are rigged off of the tent cross bar structures. They go inside of 3 - 10’x10’ tents.

9. Can ETC Source Four Pars be used in place of traditional PAR64 cans?

Answer: Yes

10. In the event your offices close before the bid due date, how shall we handle turning our bids in?

Answer: As of today OC Fair & Event Center has not been shut down completely. Please drop off your bid proposal by the date and time indicated on the RFP. The office front door is closed however there’s instruction posted on the door to drop off mail at Safety And Security, Gate 5, Off Arlington (See attached photo). If you’re unable to find someone when dropping off please call Kelly Vu cell phone at (714-397-7396).

If you’re intended to use postal mail you may share this information with your carrier. The District will not make any exceptions. Late proposal will be rejected and will be returned and deemed as non-responsive.

11. I want to inquire about the March 25, 2020 deadline. Will this be extended due to Covid-19?

Answer: As of today we are not intended to extend the bid due date.

12. Is the bid still due on March 25th? Will your office be open to accept it?

Answer: See answer number 10 and 11 above.

13. Is a walkthrough available now in light of the Coronavirus? If so, when?

Answer: No, walkthrough is not mandatory or available.



14. Do we need labor to install banners on Fair Square? And all free standing structures? Or does the District provide the labor and heavy machinery for that installation and dismantle?

Answer: You do not need to install banners. We have a banner Contractor for banner services. The District does not provide labor or heavy equipment for installation or dismantle. Bidder must supply necessary equipment to get the job completed safely and responsibly.

15. Is the OC Fairground a union or non-union work place?

Answer: Yes, the OCFEC is a state organization so our staff is union.

16. When will all the banners be available for installation? July 1st?

Answer: No banners need to be installed as part of this RFP

17. What date will the AV provider what to install their LED walls for the Main Mall Show/ Video Wall Structure?

Answer: Video will load in on 7/13(always the Monday before Fair) so the video wall structure needs to be installed before then.

18. Can we set up the Junior Livestock Stage during the regular installation dates or will that need to be install the morning of the (1) day event and removed before the next day show opening?

Answer: That install needs to happen the day/night before for best access.

19. Is it acceptable to replace par can lighting with RGB LED Pars?

Answer: Yes as long as watts/lumens are similar.

20. Will there be supplied generator at all staging areas, to include all truss arches that require nook lighting and truss warming lighting?

Answer: Only generator location will be at Heritage stage, all other locations will be shore power the district will supply.

21. When will the District supply all of the banners?

Answer: No banners will need to be installed for this RFP, a banner company will do that once the truss structure is up.

22. Does all of the staging have to be the "Biljax" brand? Are other brands allowed to be used?

Answer: No. It can be something comparable, just note that in your bid.

23. Will the District be supplying all heavy equipment? If so, will the district supply on behalf of the needs of the contractor or what the district deems required?

Answer: The district will not supply any heavy equipment. That is the responsibility of the bidder.

24. In regards to crew requirements, page 23, line i, the lighting crew chief and systems tech, is this required for each individual location or will these two individuals be responds to oversee the entire grounds in regards to lighting?

Answer: Those 2 will be responsible for all the lighting once its installed for the entire run of fair, not for each location.

25. Is placement of lighting fixture to be determined by contractor or will the District provide a plot for placement?

Answer: Placement will be provided by the district.

26. Is there a second stage added on to Promenade? It asks for 2 in the bidder form.

No, promenade only has 1 stage. The Financial Proposal Bid Form is also asking for 1. Please bid as only 1 stage.

The above information will be incorporated in as part of the RFP requirements and contract. Please send email to rfp@ocfair.com for acknowledgement if you're intended to bid on this project.

-End RFI #1-

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 03/19)

R A F

AGREEMENT NUMBER SA-142-20FT
REGISTRATION NUMBER

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

COULTER ASSOCIATES, LLC

2. The term of this Agreement is: **09/1/2020** through **08/31/2022** **FED ID: 46-4409424**
With three (3) one (1) year option (9/1/22-8/31/23); (9/1/23-8/31/24); (9/1/24-08/31/25)

3. The maximum amount of this Agreement is: **\$161,000 – 2020 (\$80,000); 2021 - \$81,000**
\$411,000 (Include option years); 2022 (\$83,000) 2023 (\$83,000) 2024 (\$84,000)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Contractor to provide Carnival/Independent Amusement Ride Safety Inspection Services at the OC Fair & Event Center. Additional Scope of Work on pages 2.	Pages 2-6
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Pages 7
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 8-11
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions - CCC (Attached hereto as part of this agreement)	Pages 12-15
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 16-18
Exhibit F – Megan’s Law Screening & Certification (Attached hereto as part of this agreement)	Pages 19-20
Exhibit G - Uniform and ID Procedures & Certification	Pages 21-22
Exhibit H - Additional Contract Terms & Conditions	Pages 23-27
Exhibit I – Covid 19 Infection Mitigation Protocol & Procedure Guidelines V06042020	Pages 28-30
Attachment 1 – Rates	Page 31

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) COULTER ASSOCIATE, LLC	
BY (Authorized Signature) 	DATE SIGNED(Do not type)
Fayette Coulter, Owner	
ADDRESS 600 E Moss Creek Dr., Bloomington, IN 47401 Office: (614) 361-0829 , email: fkcoulter@yahoo.com	
STATE OF CALIFORNIA	
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC Fair & Event Center	
BY (Authorized Signature) 	DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer	<input type="checkbox"/> Exempt per:
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Nick Buffa, Project Manager
Phone Number (714) 316-6156

Coulter Associates, LLC
Fayetta Coulter, Owner
Office (614) 361-0829, email: fkcoulter@yahoo.com

The District's Request For Proposal (RFP) Carnival/Independent Amusement Ride Safety Inspection Services released July 1, 2020, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made a part of this agreement.

The Contractor proposal for Carnival/Independent Amusement Ride Safety Inspection Services dated July 27, 2020, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made part of this agreement.

Scope of Work:

A. MINIMUM EXPERIENCE AND CERTIFICATION REQUIREMENTS

1. All ride safety inspectors shall have current technical expertise, formal training and certification in the areas of electrical, structural, ride safety operations and ride maintenance.
2. Ride safety inspectors shall possess and submit evidence of the following to be considered responsive to the RFP, and each year of the contract to be eligible to perform services if the selected Bidder:
 - a. Current Level II, Certified Ride Inspector (or higher) certification from Amusement Industry Manufacturers & Suppliers, International (AIMS) **and** Current Level II Inspector (or higher) certification from National Association of Amusement Ride Safety Officials (NAARSO); and/or
 - b. Current Level III, Professional Ride Inspector certification from Amusement Industry Manufacturers & Suppliers, International (AIMS); and/or
 - c. Current Level III Inspector certification from National Association of Amusement Ride Safety Officials (NAARSO); and/or
 - d. A combination of elements from (a) **through** (d) above.
3. Documented evidence of ten (10) years of relevant experience providing similar ride safety inspection services for equivalent venues to the OC Fair & Event Center. A portion of experience shall have been conducted in the state of California in addition to the below:
 - a. Two (2) years experience with an insurance company as an amusement ride inspector; and/or
 - b. Two (2) years experience inspecting amusement rides and enforcing amusement ride codes while employed by a state or other governmental body regulating amusement rides; and/or
 - c. Not less than five (5) years documented field operating and maintenance experience with amusement rides and devices, including responsibility for erection, assembly, disassembly; personnel supervision responsibility for erection, maintenance, and operating functions; and/or
 - d. Not less than ten (10) years documented practical experience in the design, construction, maintenance, repair, field inspection, and operation of amusement rides and devices as an authorized representative of a recognized amusement ride manufacturer.

4. Contractor shall have in-depth knowledge of California Department of Industrial Relations Temporary Amusement Ride (TAR) compliance and reporting requirements.
5. No inspector performing in service of the resulting Agreement shall have been decertified within the last ten (10) years for violating certification program rules. If a ride inspector has been decertified for violating certification program rules, but Bidder feels an explanation will show this does not compromise the inspector's ability to successfully fulfill the services herein described, Bidder shall include an explanation for the decertification.

B. GENERAL INSPECTION SERVICES AND REQUIREMENTS

1. Contractor shall be responsible for inspecting rides throughout all stages of the construction process on District property, including pre-assembly, assembly, final inspection and approval for operation.
2. Inspectors shall verify all safety measures for each ride are met, including, but not limited to:
 - a. Safety devices and restraint systems as specified by ride manufacturers are in place, in proper working order and used on all rides.
 - b. Appropriate safety and instructional signage is clearly visible to patrons.
 - c. Installation of fencing, gates and barriers provide suitable protection to riders and spectators, and fencing/gates/barriers meet industry compliance standards.
3. Only those carnival rides/attractions and independent amusements approved for operation by the Contractor will be authorized for activation during an event.
4. Verify each ride has a current permit to operate issued by the California Division of Industrial Safety, under the provisions of California Labor Code Section 7906, before being placed in operation.
5. Upon inspection, Contractor shall notify the District, the ride owner/operator, if different, of any corrective action deemed necessary prior to approval for operation and keep records of such communication.
6. Provide random follow-up inspections throughout the event and monitor timely correction of any deficiencies noted during ride safety inspections.
7. Validate that ride supervisors/operators have been trained according to current industry-established training practices for operation of each ride for which the supervisor/operator is responsible.
8. Contractor shall monitor, daily or as frequently as determined necessary by the District, ride and support equipment operation and operational procedures performed by the ride operator to ensure each ride is functioning in a safe and proper manner.
9. Verify satisfactory repair completion in the event of ride breakdown and thoroughly re-inspect said ride before re-opening to the public. Contractor shall be solely responsible for determining if a ride is fit for re-opening.
10. Periodic inspections of the grounds and facilities within the carnival amusement areas including but not limited to amusement rides and attractions, food stands, carnival games, work areas and living quarters shall be made by Contractor to ensure there are no conditions that might develop which could create hazardous exposures to persons.
11. Contractor shall be responsible to the District for the conduct of the ride safety inspectors, company's contractors, employees and agents. Contractor's personnel shall be qualified to work professionally with District Management, law enforcement and safety/security officers.

12. Contractor shall provide ongoing support for accident investigations if any that extend beyond the duration of each annual OC Fair and/or Year-Round Event, and shall support the District until the conclusion of such matter(s).

C. REPORTS AND COMMUNICATION

1. Contractor shall maintain a daily grounds inspection log, which shall be available for review by the District immediately upon request.
2. Ride safety inspectors shall respond to all carnival and independent amusement safety-related accidents/incidents and generate in-depth investigation reports as determined necessary by District Management. Investigation reports shall be made available to the District as soon as practicable, but not more than twelve (12) hours following the accident/incident.
3. Ride safety inspectors will interface with the First Aid service provider and review all First Aid ride-related incident reports.
4. Contractor shall manage all appropriate data and inspection information and be able to provide daily ride safety inspection reports upon request during the event. Information shall include, at a minimum, the following for each ride:
 - a. Name of ride
 - b. Serial number
 - c. DOSH permit/certification number
 - d. Name of ride owner
 - e. Name of manufacturer
 - f. Date of manufacture (if available)
 - g. Photograph of ride at completion of inspection
 - h. Inspection completion date
 - i. Name of ride safety inspector
5. Contractor shall maintain inspection sheets and all other reports detailing their activities and findings complete with photographic documentation of conditions, incidents and corrections, for the duration of the pre-opening inspection and operation of the event. Post Fair/Event, Contractor shall make these records available to the District within thirty (30) days upon request and for a period of three (3) years.
6. Reports shall conform to manufacturer's requirements, applicable governing body rules, regulations, codes and standards, and any other industry guidelines.
7. During a scheduled event, Contractor shall be responsible for daily communication with specified District personnel. Contractor shall immediately notify District personnel of any issue(s) that may impact the operation of a ride and/or ride safety. Updates shall be communicated to District personnel as necessary and without limit to ensure all rides are in proper operating condition.
8. Should it be observed that there is a condition of operation that in the ride safety inspector's judgment creates an undue hazard to patrons, District Management, Carnival Management and the ride owner shall be made immediately aware of the situation so that corrective action can be taken.
9. Ride safety inspectors shall be available to support the District's Communications Department regarding media coordination efforts pertaining to carnival and independent amusement ride safety should it be deemed necessary by District Management. All media contact will be coordinated at the direction of District Management. Contractor shall not interface with the media, except as specifically instructed by the District's Communications Department.

D. ANNUAL OC FAIR INSPECTION SERVICES AND REQUIREMENTS

Ride safety inspectors shall inspect approximately sixty (60) to seventy (70) carnival rides/attractions and independent amusements contracted for the OC Fair.

1. Pre-Fair:

- a. The District will provide Contractor with the move-in schedule and contact information for District and carnival personnel as soon as available, intended to be at least 45 days, prior to the start of the OC Fair or as mutually agreed to by the District, carnival and Contractor. It is anticipated that rides begin arriving onsite within one (1) month to two (2) weeks prior to the opening of the OC Fair. The majority of pre-Fair inspection services shall take place two (2) weeks prior to the opening of the annual OC Fair, with one (1) or two (2) days of inspection services required approximately one (1) month prior to the opening of the annual OC Fair.
- b. In support of the move-in plan, Contractor shall provide a minimum of two (2) qualified ride safety inspectors as defined in Section B of this scope of work to perform and complete pre-opening inspection of all carnival rides/attractions and independent amusements contracted for the OC Fair.
- c. Pre-opening inspection shall include structural, mechanical, electrical and operational inspection of each carnival ride/attraction and independent amusement, and communication to the District's Security and Traffic Director or other designated District Representative, carnival and/or ride owner/operator, if different, of all findings which must be resolved before the ride is approved for operation. All parties shall be made aware of priorities for corrective action of any unsatisfactory condition that exists prior to the opening of the OC Fair.
- d. Ride safety inspectors shall conduct a pre-opening meeting to be held with District Management, carnival and all ride amusement operators to discuss ride safety and their approach to ensuring the safest environment at the OC Fair.
- e. An inspection of carnival operations shall be conducted in the Main Carnival and Kid Land areas as well as any independent amusement areas to evaluate any hazards that might exist. Contractor shall advise District Management where corrective action must be taken prior to opening the OC Fair to the public.

2. Daily Operation of OC Fair:

- a. A minimum of two (2) qualified ride safety inspectors as defined in Section B of this scope of work shall be available during all operating hours throughout the duration of the OC Fair, a minimum of five (5) and up to seven (7) days per week. A minimum of one (1) ride safety inspector must be on-duty/onsite and immediately available during all operating hours. A second ride safety inspector must be onsite or on-call and available as needed to ensure continuous coverage of services.
- b. Prior to the rides opening, a minimum of ten percent (10%) of the rides shall be inspected on a rotating basis each day of operation. Should any condition present itself where more frequent inspections are warranted, ride safety inspectors shall provide such inspections. District Management and carnival shall be provided daily updates on these inspections, ride closures and any other information deemed relevant regarding ride safety.
- c. Contractor shall maintain a log of all ride outages and submit that report via email to District Management each Sunday of Fair for the previous week.
- d. The District requires Contractor's employees to have in their possession badges, identification cards, and/or credentials while Contractor's employees are on the District's premises. While on duty, such identification must be affixed in plain sight at all times.
- e. Contractor shall be provided with a minimum of two (2) District-compatible radios for use during the annual OC Fair as needed and/or requested.
- f. District Management shall provide office space and OC Fair admission/parking credentials for Contractor's employees performing in the services of this contract, subject to District approval. Contractor shall not establish or occupy office space within carnival provider's operational areas or private workspaces.

3. Post-Fair:

- a. Ride safety inspectors shall conduct a post-Fair meeting to be held with District Management and carnival to review performance and discuss opportunities and expectations for the following year.

E. YEAR-ROUND EVENT INSPECTION SERVICES AND REQUIREMENTS

The District self-produces or is host to events throughout the year that may feature carnival/independent amusements rides for which the District may request and the Contractor shall provide safety inspection services.

The District anticipates requesting safety inspection services from Contractor for complex events, as determined by District Management, which run multiple days and utilize multiple rides. The District shall choose which events require the services of Contractor and which will be supported by local and/or other inspection service providers.

- 1. Below is a list of events that could potentially require Contractor’s services in 2020 and/or in subsequent contract years:

APPROXIMATE DATE	EVENT DURATION	EVENT TITLE/TYPE	RIDE TYPE(S)	# OF RIDES
February	3 Days, Hours TBD	TET Festival	Professional	20+
April	3 Days, Hours TBD	Imaginology	Various	3+
October	3 Days, Hours TBD	Jurassic/Pumpkin Patch	Various	15+
December	3 Days, Hours TBD	Winterfest	Various	20+

- 2. The District shall provide Contractor as much notice as possible prior to a requested Year-Round Event date; which is typically known months in advance. However, on occasion, circumstances may dictate a shorter notification period of only two (2) weeks prior to event move-in.
- 3. Prior to the opening day of any Year-Round Event for which Contractor’s services are requested, Contractor shall provide one (1) qualified ride safety inspector as defined in Section B of this scope of work to perform and complete pre-opening inspection of all carnival and amusement rides/attractions.
- 4. Depending upon the size and scope, or as mutually determined by Contractor and the District, one (1) to two (2) qualified ride safety inspectors as defined in Section B of this scope of work shall be available during all operating hours throughout the duration of a Year-Round Event. A minimum of one (1) ride safety inspector must be on-duty/onsite and immediately available during all operating hours of the event and another ride safety inspector shall be on-call and available as needed to ensure continuous coverage of services.
- 5. In the event Contractor is unable to provide services for a Year-Round Event requested by the District, the District shall have the right to solicit the services of alternative ride safety inspection individuals/companies as necessary. PLEASE NOTE, this condition is for Year-Round Events only and does not apply to services provided for the annual OC Fair.

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5220-

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice. Invoices shall be submitted according to the Attachment 1.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 50074. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or

duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy

of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all

payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN’S LAW SCREENING & CERTIFICATION

**OC Fair & Event Center
Megan’s Law Screening Certification and Listing**

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization

Name: _____

Contact Name: _____ **Contact Telephone**

: _____

Type of Company/Organization Contractor Consultant Concessionaire
(Circle one): Entertainer Exhibitor Volunteer

Other/Explanation if

Needed: _____

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Youth Expo. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

Company/Organization Representative’s Signature

Title of Representative

Printed Name

Date

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 2

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.
3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).
4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.
5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).
2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

EXHIBIT G
UNIFORM AND ID PROCEDURES & CERTIFICATION
Page 2 of 2

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the back stage area of the Pacific Amphitheatre without a back stage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.
5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre back stage Security Manager the name of each OCFEC Contractor that was issued a back stage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre back stage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre back stage passes. All Pacific Amphitheatre back stage passes must be worn by the OCFEC Contractor as described above.
6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.
7. Contractors will be allowed in the Pacific Amphitheatre back stage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre back stage area, Contractor must immediately leave the area.
8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.
9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.
10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

(Print Name & Title)

(Signature)

(Date)

**EXHIBIT H
ADDITIONAL CONTRACT TERMS AND CONDITIONS**

These terms and conditions are in addition to those contained in the CCC-4/2017 Certification, GTC 4/2017 General Terms and Conditions, and all Exhibits which will be made a part of the contract (Part IX - Forms).

1. Authorized Representative

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. Phone Numbers

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

3. Vehicles, Equipment and Supplies

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Material Safety Data Sheets (MSDSs) for all chemical-cleaning products used must be on-site accessible by the District. Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

4. Vehicle Utility Carts

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety.

Weather protection of equipment is the responsibility of the District.

5. Venue Clean-Up

CLEAN-UP:

- Contractor is to keep job site clean daily and upon project completion.
- Contractor shall sweep and blow all debris daily and upon project completion.
- Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
- Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
- Contractor is to keep all compound and chemicals out of storm drains & sewers.
- Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

6. Telephone Numbers

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

7. Personnel Policy

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with Material Safety Data Sheets (MSDSs), and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

8. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise, or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

9. Licenses, Permits and Certifications

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within 30 days following the expiration date.

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

10. Site Access

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

11. Insurance

Proof of insurance, meeting the requirements of the State (see attached Insurance Requirements) must be made available to the District within 15 days of contract award. Failure to do so could result in termination of said contract.

12. Work Permit Law

If Contractor employs youth under the age of 18 years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

13. Uniforms and Badges

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

14. Personnel

All Contractor employees are employees of the Contractor and not the District. No agent, servant, or employee of the Contractor will under any circumstances be deemed an agent, servant, or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

15. Potential Subcontractors/Independent Contractors

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

All subcontractor agreements shall be communicated to the District. Under no circumstances, shall a Contractor allow pay and performance disputes with subcontractors to result in a mechanics lien against the District.

16. Suppliers

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

17. Subcontracting

Subcontracting of goods or services must be approved in writing, by the District.

18. Fire Regulations

All fire regulations as prescribed by the State Fire Marshal must be strictly observed as detailed by District Safety & Security.

19. Travel, Transportation and Accommodations:

Contractor is responsible for all necessary travel, transportation and accommodations.

20. Invoices

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) and an itemized list containing Contractor's order number, specifications, and dates of delivery/pick-up, for each piece of equipment provided.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract approval and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

21. Payment

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion and receipt of proper invoice.

22. Pricing/Financial Proposal Bid Form

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the rate as entered on the Financial Proposal Bid Form. The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

23. Megan's Law Screening

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true, and correct copy of the District's current Megan's Law policy is attached (see Part IX – Forms).

24. Right to Replace/Dismiss

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor, or of Contractor's permitted subcontractors, is in violation of District policies and procedures regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety, security and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance, or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance, or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary

by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance to the requirements set forth in this IFB.

25. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

26. Evaluation of Contractor Performance

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

27. Non-Exclusive Agreement

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work/product of a similar or identical nature.

28. Termination

The District reserves the right to terminate without cause any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract. The District has the right to terminate any contract in its sole and absolute discretion.

29. Force Majeure

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

EXHIBIT I

COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES
(CONT.)

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and

identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES
(CONT.)

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20_____.

OCFEC BUSINESS PARTNER:

Signature

Address

Address

ATTACHMENT A

September 1, 2020 - August 31, 2021

TYPE	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
2021 OC Fair	Flat Rate	1	\$ 58,000.00	\$ 58,000.00
Year-Round Event	Daily Rate	15	\$ 800.00	\$ 12,000.00
Year-Round Event Travel	Reimbursable NTE	1	\$ 10,000.00	\$ 10,000.00
2021 Total			\$ 68,800.00	\$ 80,000.00

September 1, 2022 - August 31, 2022

EVENT TYPE	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
2022 OC Fair	Flat Rate	1	\$ 59,000.00	\$ 59,000.00
Year-Round Event	Daily Rate	15	\$ 800.00	\$ 12,000.00
Year-Round Event Travel	Reimbursable NTE	1	\$ 10,000.00	\$ 10,000.00
2022 Total			\$ 69,800.00	\$ 81,000.00

Option Year 1: September 1, 2023 - August 31, 2023

EVENT TYPE	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
2023 OC Fair	Flat Rate	1	\$ 61,000.00	\$ 61,000.00
Year-Round Event	Daily Rate	15	\$ 800.00	\$ 12,000.00
Year-Round Event Travel	Reimbursable NTE	1	\$ 10,000.00	\$ 10,000.00
2023 Total			\$ 71,800.00	\$ 83,000.00

Option Year 2: September 1, 2024 - August 31, 2024

EVENT TYPE	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
2024 OC Fair	Flat Rate	1	\$ 61,000.00	\$ 61,000.00
Year-Round Event	Daily Rate	15	\$ 800.00	\$ 12,000.00
Year-Round Event Travel	Reimbursable NTE	1	\$ 10,000.00	\$ 10,000.00
2024 Total			\$ 71,800.00	\$ 83,000.00

Option Year 3: September 1, 2024 - August 31, 2025

EVENT TYPE	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
2019 OC Fair	Flat Rate	1	\$ 62,000.00	\$ 62,000.00
Year-Round Event	Daily Rate	15	\$ 800.00	\$ 12,000.00
Year-Round Event Travel	Reimbursable NTE	1	\$ 10,000.00	\$ 10,000.00
2025 Total			\$ 72,800.00	\$ 84,000.00

TOTAL FIVE YEARS: September 1, 2020 through August 31, 2025

EVENT TYPE	UNIT	ESTIMATED QUANTITY	TOTAL COST
2020 - 2025 OC Fair	Flat Rate	5	\$ 301,000.00
2020 - 2025 Year-Round Events	Daily Rate	75	\$ 60,000.00
2020-2025 Year-Round Events Travel	Reimbursable NTE	5	\$ 50,000.00
Five Year Cumulative Total			\$ 411,000.00

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 03/19)

R A F

AGREEMENT NUMBER SA-144-20YR
REGISTRATION NUMBER

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

REGAL COURT REPORTING, INC.

2. The term of this **09/1/2020** through **08/31/2022** **FED ID:**
 Agreement is: **With one (1) year option (09/1/2022-08/31/2023)**

3. The maximum amount **\$49,000.00**
 of this Agreement is: **\$2020 - 10,800 with \$5,533 Contingency; 2021 - \$10,800 with \$5,533 Contingency**
2022 - \$10,800 with \$5,534 Contingency

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Contractor to provide transcription services at the OC Fair & Event Center. Additional Scope of Work on pages 2.	Pages 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Pages 3-7
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions - CCC (Attached hereto as part of this agreement)	Pages 9-12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-15
Exhibit F – Megan’s Law Screening & Certification (Attached hereto as part of this agreement)	Pages 16-17
Exhibit G - Uniform and ID Procedures & Certification	Pages 18-19
Exhibit H - Additional Contract Terms & Conditions	Pages 20-24
Exhibit I – Covid 19 Infection Mitigation Protocol & Procedure Guidelines V06042020	Pages 25-27

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) REGAL COURT REPORTING, INC.	
BY (Authorized Signature) 	DATE SIGNED(Do not type)
Stephanie Leslie, ADDRESS 1820 E. First Street, Ste 220, Santa Ana, CA 92705 Office: (866) 228-2685	
STATE OF CALIFORNIA	
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC Fair & Event Center	
BY (Authorized Signature) 	DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer	<input type="checkbox"/> Exempt per:
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Summer Angus, Project Manager
Phone Number (714) 708-1514 Office (714) 951-1065 Mobile

Regal Court Reporting, Inc.
Sandra Brooks, Finance Manager
Phone Number (866) 228-2685

Scope of Work:

- Contractor to provide transcriptionist for scheduled meetings, and produce, process and send a certified copy of the transcript in digital and printed hardcopy format to the District.
- Contractor to attend scheduled meetings and transcribe the meeting content.
- A digital copy of transcript to be delivered via email or website within ten business days from the day of the meeting and a printed copy mailed within 30 days.
- Whenever possible to schedule the same transcriptionist to attend the District's scheduled meetings (continuity is preferred).
- Meetings can be one to eight hours in length (average meeting = 2.5 - 3 hours). Required breaks must be specified by transcriptionist prior to the beginning of the meeting.
- Transcriptionist must consent to audio/video recording of their person during the meeting. Meetings are livestreamed, archived and available to the public.
- Transcriptionist must have at least one year of experience in the field.
- Transcriptionist must have the ability to transcribe a meeting with multiple speakers or a panel of speakers (on average: nine Board members, four staff, consultants and multiple members of the public).
- Availability: Contractor must be able to provide and schedule a transcriptionist for District's meetings any day of the week during normal business hours (8:00 a.m. – 5:00 p.m.) and occasional evening meetings (after 5:01 p.m. running until meeting adjourns).
- Contractor must have the ability to schedule District's meetings a year in advance for regular monthly meetings (estimated 10-11), as well as the ability to schedule extra meetings as needed by the District with twenty-four hours' notice.
- Transcriptionist is required to bring their own equipment. No equipment will be provided by the District. A power source will be made available.
- Transcriptionist to arrive at least 15 minutes prior to meeting time for equipment set up. Professional business attire required.
- Due to COVID-19 some meetings may be conducted via Zoom or teleconference. Transcriptionist must be able to attend meeting remotely, when required.



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5155-06

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice. Invoices shall be submitted according to the rates below.

All invoices are to be itemized and contain the District’s Purchase Order (PO) number. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
 Attn: Accounts Payable
 88 Fair Drive
 Costa Mesa, CA 92626

Contractor will be paid by actual services provided.

Payment Rates:

<p>Flat Rate: All Inclusive (Include 3 hours of service, attendance, transcripts up to 100 pages, production, processing, handling, electronic/digital file and hard copy delivery, storage of digital files and any other services may be required)</p> <p>Weekday Hour Rate (Monday - Friday 8:00 a.m. - 5:00 p.m.) estimated 10-11 monthly meetings, on an average of 3 hours per meeting)</p>	<p><u>\$900.00</u> Per Meeting</p>
<p>Minimum Charge for Services Rendered (If number of hours exceeds 3, the District will pay flat rate plus hourly)</p>	<p><u>\$60.00</u> per hour</p>
<p>Price per page fee once minimum charge for services rendered is exceeded (The District will pay for additional pages once the transcript exceed 100 pages)</p>	<p><u>\$5.50</u> per page</p>



Flat Rate: All Inclusive (Include 3 hours of service, attendance, transcripts up to 100 pages, production, processing, handling, electronic/digital file and hard copy delivery, storage of digital files and any other services may be required)	<u>\$999.00</u> Per Meeting
Weekday Evening Hours Rate (Monday - Friday 5:01 p.m. - until meeting adjourns) estimated 3 - 5 evening meetings per year on an average of 3 hours per meeting)	
Minimum Charge for Services Rendered (If number of hours exceeds 3, the District will pay flat rate plus hourly)	<u>\$60.00</u> per hour
Price per page fee once minimum charge for services rendered is exceeded (The District will pay for additional pages once the transcript exceed 100 pages)	<u>\$5.50</u> per page

Flat Rate: All Inclusive (Include 3 hours of service, attendance, transcripts up to 100 pages, production, processing, handling, electronic/digital file and hard copy delivery, storage of digital files and any other services may be required)	<u>\$999.00</u> Per Meeting
Weekend Hour Rate (Saturday and Sunday 8:00 a.m. - 5:00 p.m.) estimated 3 -5 evening meetings on an average of 3 hours per meeting)	
Minimum Charge for Services Rendered (If number of hours exceeds 3, the District will pay flat rate plus hourly)	<u>\$60.00</u> per hour
Price per page fee once minimum charge for services rendered is exceeded (The District will pay for additional pages once the transcript exceed 100 pages)	<u>\$5.50</u> per page

The price above is inclusive of all wages, allowances, supervision, insurance(s), material, labor, taxes, emission, certificate, license, equipment, delivery, pick up, transportation, fuel, storing of electronic files, production/processing/handling of files, or any other related services required. The District shall not be billed for any costs that were not included in the contract.

Yearly Amount:

2020/2021 = \$900 X 12 = \$10,800 with \$5,533 Contingency for additional services if necessary
 2021/2022 = \$900 X 12= \$10,800 with \$5,533 contingency for additional services if necessary
 2022/2023 = \$900 X 12 = \$10,800 with \$5,534 contingency for additional services if necessary

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2

(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the



DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.

 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.



- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.



EXHIBIT F – MEGAN’S LAW SCREENING & CERTIFICATION

**OC Fair & Event Center
Megan’s Law Screening Certification and Listing**

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization

Name: _____

Contact Name: _____ **Contact Telephone**

: _____

Type of Company/Organization Contractor Consultant Concessionaire
(Circle one): Entertainer Exhibitor Volunteer

Other/Explanation if

Needed: _____

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Youth Expo. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

Company/Organization Representative’s Signature

Title of Representative

Printed Name

Date

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 2

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.
3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).
4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.
5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).
2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).



EXHIBIT G
UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 2 of 2

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the back stage area of the Pacific Amphitheatre without a back stage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.
5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre back stage Security Manager the name of each OCFEC Contractor that was issued a back stage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre back stage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre back stage passes. All Pacific Amphitheatre back stage passes must be worn by the OCFEC Contractor as described above.
6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.
7. Contractors will be allowed in the Pacific Amphitheatre back stage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre back stage area, Contractor must immediately leave the area.
8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.
9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.
10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

(Print Name & Title)

(Signature)

(Date)

EXHIBIT H
ADDITIONAL CONTRACT TERMS AND CONDITIONS

These terms and conditions are in addition to those contained in the CCC-4/2017 Certification, GTC 4/2017 General Terms and Conditions, and all Exhibits which will be made a part of the contract (Part IX - Forms).

1. Authorized Representative

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. Phone Numbers

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

3. Vehicles, Equipment and Supplies

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Material Safety Data Sheets (MSDSs) for all chemical-cleaning products used must be on-site accessible by the District. Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

4. Vehicle Utility Carts

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety.

Weather protection of equipment is the responsibility of the District.

5. Venue Clean-Up

CLEAN-UP:

- Contractor is to keep job site clean daily and upon project completion.
- Contractor shall sweep and blow all debris daily and upon project completion.
- Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
- Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
- Contractor is to keep all compound and chemicals out of storm drains & sewers.
- Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

6. Telephone Numbers

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

7. Personnel Policy

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with Material Safety Data Sheets (MSDSs), and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

8. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise, or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

9. Licenses, Permits and Certifications

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within 30 days following the expiration date.

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

10. Site Access

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

11. Insurance

Proof of insurance, meeting the requirements of the State (see attached Insurance Requirements) must be made available to the District within 15 days of contract award. Failure to do so could result in termination of said contract.

12. Work Permit Law

If Contractor employs youth under the age of 18 years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

13. Uniforms and Badges

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property,

when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

14. Personnel

All Contractor employees are employees of the Contractor and not the District. No agent, servant, or employee of the Contractor will under any circumstances be deemed an agent, servant, or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

15. Potential Subcontractors/Independent Contractors

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

All subcontractor agreements shall be communicated to the District. Under no circumstances, shall a Contractor allow pay and performance disputes with subcontractors to result in a mechanics lien against the District.

16. Suppliers

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

17. Subcontracting

Subcontracting of goods or services must be approved in writing, by the District.

18. Fire Regulations

All fire regulations as prescribed by the State Fire Marshal must be strictly observed as detailed by District Safety & Security.

19. Travel, Transportation and Accommodations:

Contractor is responsible for all necessary travel, transportation and accommodations.

20. Invoices

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) and an itemized list containing Contractor's order number, specifications, and dates of delivery/pick-up, for each piece of equipment provided.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract approval and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

21. Payment

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion and receipt of proper invoice.

22. Pricing/Financial Proposal Bid Form

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the rate as entered on the Financial Proposal Bid Form. The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

23. Megan's Law Screening

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true, and correct copy of the District's current Megan's Law policy is attached (see Part IX – Forms).

24. Right to Replace/Dismiss

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor, or of Contractor's permitted subcontractors, is in violation of District policies and procedures regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety, security and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance, or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance, or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance to the requirements set forth in this IFB.

25. Gratuities



Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

26. Evaluation of Contractor Performance

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

27. Non-Exclusive Agreement

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work/product of a similar or identical nature.

28. Termination

The District reserves the right to terminate without cause any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract. The District has the right to terminate any contract in its sole and absolute discretion.

29. Force Majeure

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

EXHIBIT I

COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES
(CONT.)

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and

identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.



EXHIBIT I - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES
(CONT.)

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20_____.

OCFEC BUSINESS PARTNER:

Signature

Address

Address

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 03/19)

R A F

AGREEMENT NUMBER

SA-141-20YR

REGISTRATION NUMBER

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

UNITED PACIFIC SERVICES, INC.

2. The term of this Agreement is: **09/1/2020** through **08/31/2021** **FED ID: 33-0841901**
With four (4) one (1) year option (9/1/21-8/31/22); (9/1/22-8/31/23);(9/1/23-08/31/24); 09/01/24-08/31/25)

3. The maximum amount of this Agreement is: **\$56,340 – 2020**
\$313,000 (Include option years); 2021 (\$59,470) (\$ 2022 (\$62,600) 2023 (\$65,730) 2024 (\$68,860)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **Contractor to provide Tree Trimming Services at the OC Fair & Event Center. Additional Scope of Work on pages 2.** Pages 2-18

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Pages 19

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 20-23

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions - CCC (Attached hereto as part of this agreement) Pages 24--27

Exhibit - D* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 28-30

Exhibit F – Megan’s Law Screening & Certification (Attached hereto as part of this agreement) Pages 31-32

Exhibit G - Uniform and ID Procedures & Certification Pages 33-34

Exhibit H - Additional Contract Terms & Conditions Pages 35-39

Exhibit I – Covid 19 Infection Mitigation Protocol & Procedure Guidelines V06042020 Pages 40-42

Attachment 1 – Rates Page 43-44

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) United Pacific Services, Inc.	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
Gus Franklin, President	
ADDRESS 251 Imperial Hwy., Suite 450, Fullerton, CA 90631 Office: (562) 691-4600, email: eric@unitedpac.com	
STATE OF CALIFORNIA	
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC Fair & Event Center	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer	<input type="checkbox"/> Exempt per:
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	



EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Jerry Eldridge/Barbara Gregerson, Project Managers
Phone Number (714) 474-5983

United Pacific Services, Inc.
Eric Franklin, Vice President
Office : (562) 691-4600 ext. 226, email: eric@unitedpac.com

The District’s Invitation For Bid (IFB) Tree Trimming Services released July 6, 2020, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made a part of this agreement.

The Contractor proposal for Tree Trimming Services dated July 27, 2020, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made part of this agreement.

Scope of Work:

Trimming and Pruning Trees

- Contractor shall be responsible for tree trimming, pruning, seed stalk removal on trees ranging from small to large/tall trees.
- All dead and dying or broken/loose branches and stubs shall be removed.
- Branches that create sight line conflicts with traffic control signs and/or devices or within five (5) feet of a structure shall be selectively pruned.
- When working on a tree, the Contractor shall be responsible for the removal of all vines entwined in the tree or around the trunk, and the removal of sucker growth from tree trunks.

Tree Locations

A map is provided as a separate attachment due to size.

List of Trees

Botanical Name	Common Name	Tree#	Height in ft.	DBH in inch's	Condition
Washingtonia robusta	Mexican Fan Palm	1	40	13	Excellent
Archontophoenix cunninghamiana	King Palm	2	10	5	Excellent
Archontophoenix cunninghamiana	King Palm	3	10	5	Excellent
Archontophoenix cunninghamiana	King Palm	4	10	6	Excellent
Fraxinus uhdei	Evegreen Ash	5	42	19	Good-Fair
Ulmus parvifolia	Chinese Elm	6	62	13	Good-Fair
Ulmus parvifolia	Chinese Elm	7	62	9	Good-Fair
Ulmus parvifolia	Chinese Elm	8	62	10	Good-Fair
Ulmus parvifolia	Chinese Elm	9	62	11	Good-Fair
Ulmus parvifolia	Chinese Elm	10	62	10	Good-Fair
Ulmus parvifolia	Chinese Elm	11	62	11	Good-Fair



Ulmus parvifolia	Chinese Elm	12	62	12	Good-Fair
Schinus Molle	California Pepper	13	46	19	Good-Fair
Schinus Molle	California Pepper	14	32	13.5	Good-Fair
Ulmus parvifolia	Chinese Elm	15	63	28	Good-Fair
Ulmus parvifolia	Chinese Elm	16	64	19	Good-Fair
Ulmus parvifolia	Chinese Elm	17	63	24	Good-Fair
Ulmus parvifolia	Chinese Elm	18	66	25	Good-Fair
Ulmus parvifolia	Chinese Elm	19	66	23	Good-Fair
Ulmus parvifolia	Chinese Elm	20	66	19	Good-Fair
Ulmus parvifolia	Chinese Elm	21	66	18.5	Good-Fair
Schinus terebinthifolia	Brazilian Pepper	22	65	21	Fair-Poor
Ulmus parvifolia	Chinese Elm	23	63	13	Good-Fair
Ceratonia siliqua	Carob	24	56	21.5	Good
Schinus terebinthifolia	Brazilian Pepper	25	50	15	Good
Schinus terebinthifolia	Brazilian Pepper	26	28	10	Good
Schinus terebinthifolia	Brazilian Pepper	27	32	12.5	Fair
Schinus terebinthifolia	Brazilian Pepper	28	33	12.5	Good
Schinus terebinthifolia	Brazilian Pepper	29	52	18.5	Good
Schinus terebinthifolia	Brazilian Pepper	30	60	25	Good
Schinus terebinthifolia	Brazilian Pepper	31	53	12	Fair
Schinus terebinthifolia	Brazilian Pepper	32	49	18.5	Good
Schinus terebinthifolia	Brazilian Pepper	33	41	13.5	Good
Schinus terebinthifolia	Brazilian Pepper	34	55	21.5	Good
Schinus terebinthifolia	Brazilian Pepper	35	44	26	Good
Schinus terebinthifolia	Brazilian Pepper	36	43	20	Good
Schinus terebinthifolia	Brazilian Pepper	37	43	19	Good
Eucalyptus grandis	Flooded Gum	38	75	25	Good
Archontophoenix cunninghamiana	King Palm	39	25	8.5	Good
Archontophoenix cunninghamiana	King Palm	40	24	9	Good
Archontophoenix cunninghamiana	King Palm	41	25	8.5	Good
Archontophoenix cunninghamiana	King Palm	42	20	7.5	excellent
Archontophoenix cunninghamiana	King Palm	43	20	8.5	excellent
Archontophoenix cunninghamiana	King Palm	44	25	9.5	excellent
Archontophoenix cunninghamiana	King Palm	45	25	9.5	excellent
Archontophoenix cunninghamiana	King Palm	46	23	8.5	excellent
Archontophoenix cunninghamiana	King Palm	47	23	9	excellent
Archontophoenix cunninghamiana	King Palm	48	20	10.5	excellent
Archontophoenix cunninghamiana	King Palm	49	20	10.5	excellent
Archontophoenix cunninghamiana	King Palm	50	20	10	excellent



Archontophoenix cunninghamiana	King Palm	51	26	8.5	excellent
Archontophoenix cunninghamiana	King Palm	52	30	11	excellent
Archontophoenix cunninghamiana	King Palm	53	26	10.5	excellent
Archontophoenix cunninghamiana	King Palm	54	20	10	excellent
Archontophoenix cunninghamiana	King Palm	55	23	10.5	excellent
Archontophoenix cunninghamiana	King Palm	56	22	9.5	excellent
Archontophoenix cunninghamiana	King Palm	57	23	9	excellent
Archontophoenix cunninghamiana	King Palm	58	22	8.5	excellent
Archontophoenix cunninghamiana	King Palm	59	28	9.25	excellent
Archontophoenix cunninghamiana	King Palm	60	25	8.75	excellent
Archontophoenix cunninghamiana	King Palm	61	22	7.75	excellent
Archontophoenix cunninghamiana	King Palm	62	20	9.5	excellent
Archontophoenix cunninghamiana	King Palm	63	19	9	excellent
Archontophoenix cunninghamiana	King Palm	64	22	9.75	excellent
Archontophoenix cunninghamiana	King Palm	65	24	10.75	excellent
Archontophoenix cunninghamiana	King Palm	66	22	10	excellent
Archontophoenix cunninghamiana	King Palm	67	24	10.75	excellent
Archontophoenix cunninghamiana	King Palm	68	20	7.75	excellent
Archontophoenix cunninghamiana	King Palm	69	22	8.5	excellent
Archontophoenix cunninghamiana	King Palm	70	23	11.25	excellent
Archontophoenix cunninghamiana	King Palm	71	26	11.5	excellent
Archontophoenix cunninghamiana	King Palm	72	21	9.75	excellent
Archontophoenix cunninghamiana	King Palm	73	22	9	excellent
Fraxinus pennsylvanica	Green Ash	74	65	27.5	good
Magnolia grandiflora	Magnolia	75	36	10.5	good-fair
Ulmus parvifolia	Chinese Elm	76	55	23.5	good-fair
Ulmus parvifolia	Chinese Elm	77	45	12.25	good-fair
Ulmus parvifolia	Chinese Elm	78	50	17	good-fair
Ulmus parvifolia	Chinese Elm	79	55	17	good-fair
Ulmus parvifolia	Chinese Elm	80	42	12.5	good-fair



Ulmus parvifolia	Chinese Elm	81	58	19	good-fair
Ulmus parvifolia	Chinese Elm	82	55	26.25	good-fair
Ulmus parvifolia	Chinese Elm	83	62	15.75	good-fair
Ulmus parvifolia	Chinese Elm	84	68.5	22.625	good-fair
Ulmus parvifolia	Chinese Elm	84	55	17	good-fair
Ulmus parvifolia	Chinese Elm	85	55	35	good-fair
Ulmus parvifolia	Chinese Elm	86	55	17.5	fair-poor
Ulmus parvifolia	Chinese Elm	87	50	21.5	good-fair
Ulmus parvifolia	Chinese Elm	88	53	14	good-fair
Erythrina caffra	Kaffirboom Coral	89	50	63	excellent
Ficus nitida	Indian laurel	90	63	32.5	excellent
Ficus nitida	Indian laurel	91	56	38	excellent
Ulmus parvifolia	Chinese Elm	92	50	18.5	good-fair
Ulmus parvifolia	Chinese Elm	93	65	22	good-fair
Ulmus parvifolia	Chinese Elm	94	65	17.25	good-fair
Ulmus parvifolia	Chinese Elm	95	60	17.25	good-fair
Ulmus parvifolia	Chinese Elm	96	57	18	good-fair
Ulmus parvifolia	Chinese Elm	97	59	24.5	good-fair
Ulmus parvifolia	Chinese Elm	98	53	14.5	good-fair
Ulmus parvifolia	Chinese Elm	99	53	11.75	good-fair
Syagrus romanzoffiana	Queen Palm	100	25	9.5	excellent
Syagrus romanzoffiana	Queen Palm	101	24	8.75	excellent
Syagrus romanzoffiana	Queen Palm	102	18	12	excellent
Archontophoenix cunninghamiana	King Palm	103	24	8.75	excellent
Syagrus romanzoffiana	Queen Palm	104	11	8.75	excellent
Archontophoenix cunninghamiana	King Palm	105	29	9.75	excellent
Archontophoenix cunninghamiana	King Palm	106	23	7.75	excellent
Archontophoenix cunninghamiana	King Palm	107	26	8.5	excellent
Archontophoenix cunninghamiana	King Palm	108	17	7.5	excellent
Archontophoenix cunninghamiana	King Palm	109	19	6.25	excellent
Archontophoenix cunninghamiana	King Palm	110	21	6	excellent
Archontophoenix cunninghamiana	King Palm	111	17	8	excellent
Syagrus romanzoffiana	Queen Palm	112	18	12	excellent
Syagrus romanzoffiana	Queen Palm	113	23	9	excellent
Syagrus romanzoffiana	Queen Palm	114	24	10	excellent
Syagrus romanzoffiana	Queen Palm	115	9	8	excellent
Syagrus romanzoffiana	Queen Palm	116	20	11.5	excellent
Syagrus romanzoffiana	Queen Palm	117	20	13	excellent
Archontophoenix cunninghamiana	King Palm	118	23	11	excellent
Archontophoenix cunninghamiana	King Palm	119	23	8.5	excellent
Archontophoenix	King Palm	120	24	11	excellent



cunninghamiana					
Archontophoenix cunninghamiana	King Palm	121	20	8.75	excellent
Archontophoenix cunninghamiana	King Palm	122	25	11.25	excellent
Archontophoenix cunninghamiana	King Palm	123	26	11.25	excellent
Archontophoenix cunninghamiana	King Palm	124	22	11	excellent
Archontophoenix cunninghamiana	King Palm	125	24	8.5	excellent
Archontophoenix cunninghamiana	King Palm	126	19	7.25	excellent
Washingtonia robusta	Mexican Fan Palm	127	30	11	Fair
Washingtonia robusta	Mexican Fan Palm	128	55	11.75	Fair
Eucalyptus ficifolia	Red flowering gum	129	20	7	excellent
Eucalyptus ficifolia	Red flowering gum	132	50	17	excellent
Eucalyptus ficifolia	red flowering gum	134	55	20.5	excellent
Eucalyptus ficifolia	Red flowering gum	136	53	18	excellent
Eucalyptus ficifolia	Red flowering gum	138	47	13	excellent
Eucalyptus ficifolia	Red flowering gum	140	60	15	excellent
Eucalyptus ficifolia	Red flowering gum	142	53	14.5	excellent
Eucalyptus ficifolia	Red flowering gum	146	33	12	excellent
Eucalyptus ficifolia	Red flowering gum	147	48	17	excellent
Eucalyptus ficifolia	Red flowering gum	148	40	11.5	fair
Eucalyptus ficifolia	Red flowering gum	150	28	9.5	excellent
Eucalyptus ficifolia	red flowering gum	152	32	11	excellent
Eucalyptus ficifolia	Red flowering gum	154	37	12	excellent
Eucalyptus ficifolia	Red flowering gum	157	21	6.5	Poor
Eucalyptus ficifolia	Red flowering gum	158	38	16.5	excellent
Eucalyptus ficifolia	Red flowering gum	159	35	11.5	excellent
Washingtonia robusta	Mexican Fan Palm	160	80	17	excellent
Washingtonia robusta	Mexican Fan Palm	161	80	19.5	excellent
Washingtonia filifera	California Fan Palm	162	60	28.5	excellent
Washingtonia robusta	Mexican Fan Palm	163	83	17.5	excellent
Washingtonia robusta	Mexican Fan Palm	166	80	15.5	Poor
Ceiba speciosa	Floss Silk	168	47	24.25	Good
Ceiba speciosa	Floss Silk	169	31	15.5	Poor
Washingtonia robusta	Mexican Fan Palm	170	83	19.5	excellent
Washingtonia robusta	Mexican Fan Palm	171	83	19.5	excellent
Washingtonia robusta	Mexican Fan Palm	172	80	19.5	excellent
Washingtonia robusta	Mexican Fan Palm	173	78	17	excellent
Washingtonia robusta	Mexican Fan Palm	174	47	11.5	excellent
Washingtonia robusta	Mexican Fan Palm	175	53	12	excellent
Eucalyptus ficifolia	Red flowering gum	176	33	8	fair-poor
Eucalyptus ficifolia	Red flowering gum	179	27	6	excellent
Eucalyptus ficifolia	Red flowering gum	184	35	7	fair
Eucalyptus ficifolia	Red flowering gum	186	18	4	good
Eucalyptus ficifolia	Red flowering gum	189	33	9	excellent
Eucalyptus ficifolia	Red flowering gum	192	21	7.5	poor



Eucalyptus ficifolia	Red flowering gum	194	33	10.5	excellent
Eucalyptus ficifolia	Red flowering gum	197	41	13.5	fair
Washingtonia robusta	Mexican Fan Palm	199	80	12.75	excellent
Washingtonia robusta	Mexican Fan Palm	200	81	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	201	81	14.75	excellent
Washingtonia robusta	Mexican Fan Palm	202	83	14.25	excellent
Washingtonia robusta	Mexican Fan Palm	203	83	15.5	excellent
Washingtonia robusta	Mexican Fan Palm	204	82	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	205	80	12.75	excellent
Washingtonia robusta	Mexican Fan Palm	206	82	15.25	excellent
Washingtonia robusta	Mexican Fan Palm	207	82	14	excellent
Erythrina caffra	Coral	208	53	58	good
Washingtonia robusta	Mexican Fan Palm	209	85	14.25	good
Erythrina caffra	Coral	210	59	57.75	good
Washingtonia robusta	Mexican Fan Palm	211	85	14	good
Erythrina caffra	Coral	212	59	52	good
Washingtonia robusta	Mexican Fan Palm	213	885	22	good
Erythrina caffra	Coral	214	57	50.5	good
Washingtonia robusta	Mexican Fan Palm	215	83	14.5	good
Erythrina caffra	Coral	216	57	59.5	good
Erythrina caffra	Coral	218	57	65.25	good
Erythrina caffra	Coral	219	57	84.5	fair
Erythrina caffra	Coral	220	57	81.75	good
Erythrina caffra	Coral	221	57	50	good
Erythrina caffra	Coral	223	42	47.5	good
Washingtonia robusta	Mexican Fan Palm	224	65	17.5	excellent
Erythrina caffra	Coral	225	45	89.5	good
Washingtonia robusta	Mexican Fan Palm	226	65	15	excellent
Erythrina caffra	Coral	227	45	60.5	good
Washingtonia robusta	Mexican Fan Palm	228	65	14	excellent
Erythrina caffra	Coral	229	42	22.5	good
Washingtonia robusta	Mexican Fan Palm	230	65	14	excellent
Washingtonia robusta	Mexican Fan Palm	231	65	14	excellent
Erythrina caffra	Coral	232	42	37	good
Washingtonia robusta	Mexican Fan Palm	233	65	13.5	excellent
Erythrina caffra	Coral	234	40	24.5	good
Washingtonia robusta	Mexican Fan Palm	235	65	12.75	excellent
Erythrina caffra	Coral	236	42	25	fair
Washingtonia robusta	Mexican Fan Palm	237	65	13	excellent
Washingtonia robusta	Mexican Fan Palm	238	58	19.5	excellent
Washingtonia robusta	Mexican Fan Palm	239	39	14.25	excellent
Washingtonia robusta	Mexican Fan Palm	240	45	14	excellent
Washingtonia robusta	Mexican Fan Palm	241	28	12.5	excellent
Washingtonia robusta	Mexican Fan Palm	242	35	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	243	38	11.75	excellent
Washingtonia robusta	Mexican Fan Palm	244	27	12.5	excellent
Eucalyptus camaldulensis	Red Gum	264	70	36	good
Archontophoenix cunninghamiana	King Palm	268	15	8	excellent



Archontophoenix cunninghamiana	King Palm	269	12	7.5	excellent
Archontophoenix cunninghamiana	King Palm	270	15	7.5	excellent
Archontophoenix cunninghamiana	King Palm	271	15	8.5	excellent
Archontophoenix cunninghamiana	King Palm	272	16	8	excellent
Archontophoenix cunninghamiana	King Palm	273	16	7.5	excellent
Archontophoenix cunninghamiana	King Palm	274	15	8.25	excellent
Archontophoenix cunninghamiana	King Palm	275	15	7.5	excellent
Archontophoenix cunninghamiana	King Palm	276	15	8.5	excellent
Archontophoenix cunninghamiana	King Palm	277	16	9	excellent
Archontophoenix cunninghamiana	King Palm	278	18	9.5	excellent
Archontophoenix cunninghamiana	King Palm	279	15	9	excellent
Washingtonia robusta	Mexican Fan Palm	280	32	14.5	excellent
Washingtonia robusta	Mexican Fan Palm	281	32	13	excellent
Washingtonia robusta	Mexican Fan Palm	282	32	16	excellent
Washingtonia filifera	California Fan Palm	283	30	22	excellent
Washingtonia robusta	Mexican Fan Palm	284	32	15.5	excellent
Washingtonia robusta	Mexican Fan Palm	285	27	14.5	excellent
Washingtonia robusta	Mexican Fan Palm	286	30	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	287	27	13.5	excellent
Syagrus romanzoffiana	Queen Palm	288	33	12	good
Syagrus romanzoffiana	Queen Palm	289	31	11	good
Syagrus romanzoffiana	Queen Palm	290	24	11	good
Syagrus romanzoffiana	Queen Palm	291	32	14	good
Syagrus romanzoffiana	Queen Palm	292	27	11	good
Syagrus romanzoffiana	Queen Palm	293	36	13	good
Syagrus romanzoffiana	Queen Palm	294	33	11	good
Syagrus romanzoffiana	Queen Palm	295	27	12	good
Syagrus romanzoffiana	Queen Palm	296	27	11.5	good
Syagrus romanzoffiana	Queen Palm	297	27	15	good
Syagrus romanzoffiana	Queen Palm	298	27	14	good
Eucalyptus grandis	Flooded Gum	299	27	10.5	good
Syagrus romanzoffiana	Queen Palm	300	88	33	good
Syagrus romanzoffiana	Queen Palm	301	19	12	good
Syagrus romanzoffiana	Queen Palm	302	19	11.75	good
Washingtonia robusta	Mexican Fan Palm	303	50	13	excellent
Washingtonia robusta	Mexican Fan Palm	304	53	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	305	50	14	excellent
Washingtonia robusta	Mexican Fan Palm	306	50	14.5	excellent
Washingtonia robusta	Mexican Fan Palm	307	50	15	excellent
Washingtonia robusta	Mexican Fan Palm	308	42	15	excellent



Washingtonia robusta	Mexican Fan Palm	309	50	13	excellent
Washingtonia robusta	Mexican Fan Palm	310	42	13	excellent
Washingtonia robusta	Mexican Fan Palm	311	50	15	excellent
Washingtonia robusta	Mexican Fan Palm	312	50	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	313	54	16	excellent
Washingtonia robusta	Mexican Fan Palm	314	47	14.5	excellent
Washingtonia robusta	Mexican Fan Palm	315	48	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	316	45	15	excellent
Washingtonia robusta	Mexican Fan Palm	317	33	12.5	excellent
Washingtonia robusta	Mexican Fan Palm	318	42	14	excellent
Washingtonia robusta	Mexican Fan Palm	319	45	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	320	39	14.5	excellent
Washingtonia robusta	Mexican Fan Palm	321	44	12	excellent
Washingtonia robusta	Mexican Fan Palm	322	44	14	excellent
Ficus nitida	Indian laurel	323	78	32.5	good
Ficus nitida	Indian laurel	324	78	22.5	good
Ficus nitida	Indian laurel	325	78	24	good
Ficus nitida	Indian laurel	326	78	23	good
Ficus nitida	Indian laurel	327	78	25.5	good
Syagrus romanzoffiana	Queen Palm	328	47	12.5	good
Syagrus romanzoffiana	Queen Palm	329	46	12.5	good
Syagrus romanzoffiana	Queen Palm	330	22	14	good
Syagrus romanzoffiana	Queen Palm	331	22	9	good
Syagrus romanzoffiana	Queen Palm	332	22	12.5	good
Syagrus romanzoffiana	Queen Palm	333	16	9	good
Syagrus romanzoffiana	Queen Palm	334	28	15	good
Syagrus romanzoffiana	Queen Palm	335	28	12.5	good
Syagrus romanzoffiana	Queen Palm	336	16	12.75	good
Syagrus romanzoffiana	Queen Palm	337	17	10	good
Syagrus romanzoffiana	Queen Palm	338	28	11	good
Syagrus romanzoffiana	Queen Palm	339	22	13.5	good
Syagrus romanzoffiana	Queen Palm	340	36	15.5	good
Syagrus romanzoffiana	Queen Palm	341	19	14	good
Syagrus romanzoffiana	Queen Palm	342	16	13	good
Syagrus romanzoffiana	Queen Palm	343	16	13.75	good
Syagrus romanzoffiana	Queen Palm	344	21	12.25	good
Washingtonia robusta	Mexican Fan Palm	345	52	13.75	excellent
Washingtonia robusta	Mexican Fan Palm	346	46	12.25	excellent
Washingtonia robusta	Mexican Fan Palm	347	54	14	excellent
Washingtonia robusta	Mexican Fan Palm	348	54	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	349	57	14.5	excellent
Washingtonia robusta	Mexican Fan Palm	350	54	13.75	excellent
Syagrus romanzoffiana	Queen Palm	351	21	13	good
Syagrus romanzoffiana	Queen Palm	352	28	12.75	good
Syagrus romanzoffiana	Queen Palm	353	21	15	good
Syagrus romanzoffiana	Queen Palm	354	21	13	good
Syagrus romanzoffiana	Queen Palm	355	23	16.75	good
Syagrus romanzoffiana	Queen Palm	356	20	13	good
Syagrus romanzoffiana	Queen Palm	357	18	10.5	good



Syagrus romanzoffiana	Queen Palm	358	20	12.5	good
Syagrus romanzoffiana	Queen Palm	359	10	8.5	good
Washingtonia robusta	Mexican Fan Palm	360	52	14.5	excellent
Washingtonia robusta	Mexican Fan Palm	361	51	14	excellent
Washingtonia filifera	California Fan Palm	362	40	16.75	excellent
Washingtonia filifera	California Fan Palm	363	36	15.5	excellent
Washingtonia filifera	California Fan Palm	364	36	14.5	excellent
Washingtonia filifera	California Fan Palm	365	36	15.25	excellent
Washingtonia robusta	Mexican Fan Palm	366	57	15	excellent
Washingtonia robusta	Mexican Fan Palm	367	47	14.5	excellent
Washingtonia robusta	Mexican Fan Palm	368	47	13.25	excellent
Washingtonia robusta	Mexican Fan Palm	369	50	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	370	69	15.75	excellent
Washingtonia robusta	Mexican Fan Palm	371	39	14.5	excellent
Washingtonia robusta	Mexican Fan Palm	372	38	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	373	40	13.5	excellent
Washingtonia robusta	Mexican Fan Palm	374	38	13	excellent
Eucalyptus grandis	Flooded Gum	375	97	31	good
Eucalyptus grandis	Flooded Gum	376	125	63.5	good
Ficus nitida	Indian laurel	377	63	24.5	good
Ficus nitida	Indian laurel	378	63	24	good
Ficus nitida	Indian laurel	379	63	22.5	fair
Ficus nitida	Indian laurel	380	72	24.5	good
Ficus nitida	Indian laurel	381	65	23	good
Ficus nitida	Indian laurel	382	60	23	good
Ficus nitida	Indian laurel	383	54	22.5	good
Ficus nitida	Indian laurel	384	65	26	good
Ficus nitida	Indian laurel	385	54	21.5	good
Ficus nitida	Indian laurel	386	58	22.5	good
Ficus nitida	Indian laurel	387	2	19	good
Ficus nitida	Indian laurel	388	51	18.25	good
Ceratonia siliqua	Carob	389	51	20.5	good
Ceratonia siliqua	Carob	390	38	17.5	good-fair
Ceratonia siliqua	Carob	391	54	30.5	good
Syagrus romanzoffiana	Queen Palm	392	13	9	good
Syagrus romanzoffiana	Queen Palm	393	19	12	good
Syagrus romanzoffiana	Queen Palm	394	15	7.5	good
Syagrus romanzoffiana	Queen Palm	395	16	9.25	good
Washingtonia filifera	California Fan Palm	396	19	19	poor
Cupaniopsis-anacardioides	Carrotwood	397	28	8	fair
Cupaniopsis-anacardioides	Carrotwood	398	42	12	fair
Syagrus romanzoffiana	Queen Palm	399	12	10.75	fair
Syagrus romanzoffiana	Queen Palm	400	17	10.75	fair
Syagrus romanzoffiana	Queen Palm	401	19	11	fair
Syagrus romanzoffiana	Queen Palm	402	16	13.75	fair
Ceratonia siliqua	Carob	403	35	14	good
Ceratonia siliqua	Carob	404	45	16	good
Ceratonia siliqua	Carob	405	40	21.5	good
Ceratonia siliqua	Carob	406	55	18.25	good



Ulmus parvifolia	Chinese Elm	407	36	11.25	good
Ceratonia siliqua	Carob	408	40	21	good
Ceratonia siliqua	Carob	409	30	12	good
Ceratonia siliqua	Carob	410	28	21	good
Ulmus parvifolia	Chinese Elm	411	31	10	fair
Ulmus parvifolia	Chinese Elm	412	35	11.25	fair
Ulmus parvifolia	Chinese Elm	413	37	10.25	good
Ulmus parvifolia	Chinese Elm	414	32	9	fair
Ulmus parvifolia	Chinese Elm	416	36	9.5	good
Ulmus parvifolia	Chinese Elm	417	34	12	good
Ulmus parvifolia	Chinese Elm	418	36	8.5	fair
Ulmus parvifolia	Chinese Elm	419	36	9	good
Ulmus parvifolia	Chinese Elm	420	37	8.5	fair
Ulmus parvifolia	Chinese Elm	421	34	7	good
Ulmus parvifolia	Chinese Elm	422	54	15.25	good
Ulmus parvifolia	Chinese Elm	424	47	12.25	poor
Ulmus parvifolia	Chinese Elm	425	27	15	poor
Ulmus parvifolia	Chinese Elm	426	45	13	poor
Ulmus parvifolia	Chinese Elm	427	42	13	good
Ulmus parvifolia	Chinese Elm	428	47	15	good
Ulmus parvifolia	Chinese Elm	429	47	14.25	good
Ulmus parvifolia	Chinese Elm	430	67	25	good
Ulmus parvifolia	Chinese Elm	431	51	16	poor
Ulmus parvifolia	Chinese Elm	432	62	15.75	good
Ulmus parvifolia	Chinese Elm	433	62	19.5	good
Ulmus parvifolia	Chinese Elm	434	55	17.5	good
Ulmus parvifolia	Chinese Elm	435	52	20.5	good
Ulmus parvifolia	Chinese Elm	436	57	21	fair
Ulmus parvifolia	Chinese Elm	437	61	16.5	good
Ulmus parvifolia	Chinese Elm	438	61	19	good
Ulmus parvifolia	Chinese Elm	439	60	22.5	good
Ulmus parvifolia	Chinese Elm	440	64	16.5	good
Ulmus parvifolia	Chinese Elm	441	66	16.5	good
Ulmus parvifolia	Chinese Elm	442	54	16	good
Ulmus parvifolia	Chinese Elm	444	58	19.5	good
Ulmus parvifolia	Chinese Elm	448	49	21.5	good
Fraxinus pennsylvanica	Green Ash	449	95	37	good
Fraxinus pennsylvanica	Green Ash	450	40	36.5	good
Fraxinus pennsylvanica	Green Ash	451	92	37.5	good
Fraxinus pennsylvanica	Green Ash	452	77	31	good
Washingtonia robusta	Mexican Fan Palm	453	89	15.5	excellent
Washingtonia robusta	Mexican Fan Palm	454	82	17.5	excellent
Fraxinus pennsylvanica	Green Ash	455	84	35	good
Fraxinus pennsylvanica	Green Ash	456	88	34.5	good
Fraxinus pennsylvanica	Green Ash	457	70	34.5	good
Schinus terebinthifolius	Brazillian Pepper	458	29	12.75	good
Schinus terebinthifolius	Brazillian Pepper	459	48	22.75	good
Schinus terebinthifolius	Brazillian Pepper	460	47	27	good
Schinus terebinthifolius	Brazillian Pepper	461	46	20.25	good



Magnolia grandiflora	Magnolia	462	44	15.5	fair
Magnolia grandiflora	Magnolia	463	48	14	fair
Ceratonia siliqua	Carob	464	46	31	good
Syagrus romanzoffiana	Queen Palm	465	17	8	good
Syagrus romanzoffiana	Queen Palm	466	20	10.75	good
Syagrus romanzoffiana	Queen Palm	467	14	8.75	good
Syagrus romanzoffiana	Queen Palm	468	15	9	good
Eucalyptus grandis	Flooded Gum	469	74	62.5	fair
Archontophoenix cunninghamiana	King Palm	470	17	7.5	excellent
Archontophoenix cunninghamiana	King Palm	471	10	4.5	excellent
Archontophoenix cunninghamiana	King Palm	472	17	6.5	excellent
Archontophoenix cunninghamiana	King Palm	473	14	6.5	excellent
Archontophoenix cunninghamiana	King Palm	474	17	7	excellent
Archontophoenix cunninghamiana	King Palm	475	17	7.75	excellent
Archontophoenix cunninghamiana	King Palm	476	21	7.25	excellent
Zelkova serrata	Japaneese Elm	477	44	17	fair
Zelkova serrata	Japaneese Elm	478	62	20	good
Archontophoenix cunninghamiana	King Palm	479	14	6.5	excellent
Archontophoenix cunninghamiana	King Palm	480	16	7.5	excellent
Archontophoenix cunninghamiana	King Palm	481	17	8	excellent
Archontophoenix cunninghamiana	King Palm	482	19	8.5	excellent
Archontophoenix cunninghamiana	King Palm	483	25	10	excellent
Ulmus parvifolia	Chinese Elm	484	33	9.25	Good
Ulmus parvifolia	Chinese Elm	485	28	8.5	Good
Ulmus parvifolia	Chinese Elm	486	33	9	Good
Ulmus parvifolia	Chinese Elm	487	28	9.5	Good
Ulmus parvifolia	Chinese Elm	488	40	10.5	Good
Ulmus parvifolia	Chinese Elm	489	28	8.5	Good
Ulmus parvifolia	Chinese Elm	490	33	9	Good
Ulmus parvifolia	Chinese Elm	491	31	8.75	Good
Ulmus parvifolia	Chinese Elm	492	28	9.25	Good
Ulmus parvifolia	Chinese Elm	493	29	8.75	Good
Ulmus parvifolia	Chinese Elm	494	30	8	Good
Ulmus parvifolia	Chinese Elm	495	31	9	Good
Ulmus parvifolia	Chinese Elm	496	46	11.5	Good
Ulmus parvifolia	Chinese Elm	497	45	12	Good
Ulmus parvifolia	Chinese Elm	499	60	13	Good
Ulmus parvifolia	Chinese Elm	500	62	17.5	fair
Ulmus parvifolia	Chinese Elm	501	62	46.5	good



Ulmus parvifolia	Chinese Elm	502	62	27.5	fair
Ulmus parvifolia	Chinese Elm	503	65	18.5	fair
Syagrus romanzoffiana	Queen Palm	508	32	10	excellent
Syagrus romanzoffiana	Queen Palm	509	25	12.5	excellent
Syagrus romanzoffiana	Queen Palm	510	21	10.5	excellent
Syagrus romanzoffiana	Queen Palm	511	24	12.5	good
Syagrus romanzoffiana	Queen Palm	512	25	11.75	excellent
Syagrus romanzoffiana	Queen Palm	513	24	9.75	good
Syagrus romanzoffiana	Queen Palm	514	22	13.5	good
Syagrus romanzoffiana	Queen Palm	515	23	13.5	good
Syagrus romanzoffiana	Queen Palm	516	18	10.75	good
Syagrus romanzoffiana	Queen Palm	517	32	10.75	good
Syagrus romanzoffiana	Queen Palm	518	25	10.75	fair
Syagrus romanzoffiana	Queen Palm	519	19	14.5	good
Syagrus romanzoffiana	Queen Palm	520	26	12	excellent
Syagrus romanzoffiana	Queen Palm	521	17	10.75	good
Syagrus romanzoffiana	Queen Palm	522	30	10.75	excellent
Syagrus romanzoffiana	Queen Palm	523	21	11	excellent
Syagrus romanzoffiana	Queen Palm	524	23	11.5	excellent
Syagrus romanzoffiana	Queen Palm	525	19	11.25	good
Syagrus romanzoffiana	Queen Palm	526	16	11.25	excellent
Syagrus romanzoffiana	Queen Palm	527	16	11.75	excellent
Syagrus romanzoffiana	Queen Palm	528	20	1.75	excellent
Grevillea robusta	Silk Oak	529	42	12.75	fair
Grevillea robusta	Silk Oak	530	39	8	fair
Archontophoenix cunninghamiana	King Palm	531	18	9	excellent
Archontophoenix cunninghamiana	King Palm	532	25	9	excellent
Archontophoenix cunninghamiana	King Palm	533	19	9	excellent
Archontophoenix cunninghamiana	King Palm	534	28	10	good
Archontophoenix cunninghamiana	King Palm	535	19	8.5	good
Archontophoenix cunninghamiana	King Palm	536	22	9.5	good
Archontophoenix cunninghamiana	King Palm	537	24	10	excellent
Archontophoenix cunninghamiana	King Palm	538	26	10.5	excellent
Ulmus parvifolia	Chinese Elm	539	59	15	fair
Ulmus parvifolia	Chinese Elm	540	60	18.5	fair
Ulmus parvifolia	Chinese Elm	541	6060	14.5	fair
Ulmus parvifolia	Chinese Elm	542	60	15	fair
Ulmus parvifolia	Chinese Elm	543	60	17	good
Ulmus parvifolia	Chinese Elm	544	60	15.75	good
Ulmus parvifolia	Chinese Elm	545	60	14	good
Ulmus parvifolia	Chinese Elm	546	60	15.5	fair
Ulmus parvifolia	Chinese Elm	547	60	17.5	fair



Ulmus parvifolia	Chinese Elm	548	55	17.25	fair
Ulmus parvifolia	Chinese Elm	549	65	19.25	good
Ulmus parvifolia	Chinese Elm	550	65	16.25	fair
Ulmus parvifolia	Chinese Elm	551	55	20	good
Quercus suber	Cork Oak	552	39	18.75	excellent
Archontophoenix cunninghamiana	King Palm	553	27	6.75	excellent
Archontophoenix cunninghamiana	King Palm	554	31	8.75	excellent
Pinus canariensis	Canary Island Pine	555	40	13	excellent
Washingtonia robusta	Mexican Fan Palm	556	65	11	good
Washingtonia robusta	Mexican Fan Palm	557	65	14.5	good
Washingtonia robusta	Mexican Fan Palm	558	68	11.5	good
Washingtonia robusta	Mexican Fan Palm	559	65	13.5	fair
Washingtonia robusta	Mexican Fan Palm	560	70	13.5	good
Washingtonia robusta	Mexican Fan Palm	561	60	11.75	good
Washingtonia robusta	Mexican Fan Palm	562	71	12.75	good
Washingtonia robusta	Mexican Fan Palm	563	60	12	good
Washingtonia filifera	California Fan Palm	564	29	12	excellent
Washingtonia filifera	California Fan Palm	565	32	12.5	excellent
Washingtonia filifera	California Fan Palm	566	28	13.5	excellent
Magnolia grandiflora	Magnolia	567	17	3	excellent
Magnolia grandiflora	Magnolia	568	15	2.75	excellent
Washingtonia filifera	California Fan Palm	569	30	11.5	excellent
Washingtonia filifera	California Fan Palm	570	32	11.5	excellent
Washingtonia filifera	California Fan Palm	571	33	11.5	excellent
Magnolia grandiflora	Magnolia	572	12	2.25	excellent
Magnolia grandiflora	Magnolia	573	12	2.25	excellent
Ulmus parvifolia	Chinese Elm	577	25	5.5	fair
Ulmus parvifolia	Chinese Elm	578	25	5.5	fair
Ulmus parvifolia	Chinese Elm	579	25	8.5	poor
Ulmus parvifolia	Chinese Elm	580	26	6.5	fair
Ulmus parvifolia	Chinese Elm	581	25	6	fair
Ulmus parvifolia	Chinese Elm	582	25	5.25	poor
Phoenix dactylifera	Date Palm	583	20	18.75	good
Phoenix dactylifera	Date Palm	584	20	18	good
Phoenix dactylifera	Date Palm	585	60	18	good
Phoenix dactylifera	Date Palm	586	60	19.5	good
Phoenix dactylifera	Date Palm	587	20	18.5	good
Phoenix dactylifera	Date Palm	588	20	16.75	good
Phoenix dactylifera	Date Palm	589	60	18	good
Phoenix dactylifera	Date Palm	590	60	18	good
Phoenix dactylifera	Date Palm	591	20	16.5	good
Phoenix dactylifera	Date Palm	592	20	17.5	good
Ulmus parvifolia	Chinese Elm	593	25	5	poor
Ulmus parvifolia	Chinese Elm	594	25	4.75	poor
Washingtonia filifera	California Fan Palm	595	23	5.5	poor
Ulmus parvifolia	Chinese Elm	596	21	5	poor
Washingtonia filifera	California Fan Palm	597	23	15	poor



Syagrus romanzoffiana	Queen Palm	598	30	15.75	good
Syagrus romanzoffiana	Queen Palm	599	29	12.5	good
Syagrus romanzoffiana	Queen Palm	600	25	13.5	good
Syagrus romanzoffiana	Queen Palm	601	30	14.5	good
Syagrus romanzoffiana	Queen Palm	602	19	13	good
Grevillea robusta	Silk Oak	603	72	19	good
Grevillea robusta	Silk Oak	604	72	18.5	good
Grevillea robusta	Silk Oak	605	60	13.5	good
Syagrus romanzoffiana	Queen Palm	606	30	10	good
Melaleuca quinquenervia,	Paperbark Tree	607	52	18.5	good
Melaleuca quinquenervia,	Paperbark Tree	608	55	18	good
Melaleuca quinquenervia,	Paperbark Tree	609	55	12	good
Melaleuca quinquenervia,	Paperbark Tree	610	55	19	good
Melaleuca quinquenervia,	Paperbark Tree	611	20	12.25	good
Melaleuca quinquenervia,	Paperbark Tree	612	40	10	good
Melaleuca quinquenervia,	Paperbark Tree	613	38	14.5	good
Syagrus romanzoffiana	Queen Palm	614	15	8.5	good
Syagrus romanzoffiana	Queen Palm	615	15	7	good
Syagrus romanzoffiana	Queen Palm	616	20	8.75	good
Syagrus romanzoffiana	Queen Palm	617	70	5.5	good
Melaleuca quinquenervia,	Paperbark Tree	618	32	7.5	good
Melaleuca quinquenervia,	Paperbark Tree	619	38	10.75	good
Melaleuca quinquenervia,	Paperbark Tree	620	32	10	good
Grevillea robusta	Silk Oak	621	60	18.5	good
Syagrus romanzoffiana	Queen Palm	622	40	10.5	good
Grevillea robusta	Silk Oak	623	40	13.5	good
Grevillea robusta	Silk Oak	624	55	13	good
Grevillea robusta	Silk Oak	625	60	16	good
Syagrus romanzoffiana	Queen Palm	626	27	9	Fai
Syagrus romanzoffiana	Queen Palm	627	24	14.5	good
Syagrus romanzoffiana	Queen Palm	628	22	11.5	good
Syagrus romanzoffiana	Queen Palm	629	22	12	good
Syagrus romanzoffiana	Queen Palm	630	32	16.5	good
Syagrus romanzoffiana	Queen Palm	631	24	11	good
Syagrus romanzoffiana	Queen Palm	632	28	13.25	good
Syagrus romanzoffiana	Queen Palm	633	28	12.25	good
Syagrus romanzoffiana	Queen Palm	634	15	12	good
Syagrus romanzoffiana	Queen Palm	635	23	12	good
Syagrus romanzoffiana	Queen Palm	636	23	11.5	good
Syagrus romanzoffiana	Queen Palm	637	15	9	fair
Syagrus romanzoffiana	Queen Palm	638	23	11	fair
Syagrus romanzoffiana	Queen Palm	639	15	10	poor
Syagrus romanzoffiana	Queen Palm	640	30	12.5	good
Syagrus romanzoffiana	Queen Palm	641	6	6.5	good
Syagrus romanzoffiana	Queen Palm	642	24	11.25	good
Syagrus romanzoffiana	Queen Palm	643	3	5	fair
Syagrus romanzoffiana	Queen Palm	644	17	10	fair
Syagrus romanzoffiana	Queen Palm	645	13	8	fair
Syagrus romanzoffiana	Queen Palm	646	10	6	fair



Syagrus romanzoffiana	Queen Palm	647	9	4.5	fair
Syagrus romanzoffiana	Queen Palm	648	14	7	fair
Syagrus romanzoffiana	Queen Palm	649	10	7.5	fair
Syagrus romanzoffiana	Queen Palm	650	13	8	fair
Syagrus romanzoffiana	Queen Palm	651	4	3.5	fair
Syagrus romanzoffiana	Queen Palm	652	23	14.5	good
Syagrus romanzoffiana	Queen Palm	653	23	14.5	good
Syagrus romanzoffiana	Queen Palm	654	32	18.5	good
Syagrus romanzoffiana	Queen Palm	655	32	14.5	poor
Syagrus romanzoffiana	Queen Palm	656	32	11	poor
Syagrus romanzoffiana	Queen Palm	657	18	7.5	fair
Syagrus romanzoffiana	Queen Palm	658	18	8	fair
Melaleuca quinquenervia,	Paperbark Tree	659	40	20	good
Melaleuca quinquenervia,	Paperbark Tree	660	18	11	fair
Melaleuca quinquenervia,	Paperbark Tree	661	20	12	fair
Syagrus romanzoffiana	Queen Palm	662	8	10	good
Ulmus parvifolia	Chinese Elm	663	29	5	fair
Ulmus parvifolia	Chinese Elm	664	28	6.5	fair
Ulmus parvifolia	Chinese Elm	665	25	5.5	fair
Grevillea robusta	Silk Oak	666	43	9.75	fair
Grevillea robusta	Silk Oak	667	57	13.75	good
Grevillea robusta	Silk Oak	668	65	18	good
Syagrus romanzoffiana	Queen Palm	669	18	11.25	good
Syagrus romanzoffiana	Queen Palm	670	22	11.25	good
Syagrus romanzoffiana	Queen Palm	671	20	12.5	good
Grevillea robusta	Silk Oak	672	65	23	good
Grevillea robusta	Silk Oak	673	60	13.5	good
Grevillea robusta	Silk Oak	674	60	9.5	good
Grevillea robusta	Silk Oak	675	40	11	good
Grevillea robusta	Silk Oak	676	60	16	good
Platanus racemosa	California Sycamore	677	60	14	fair
Platanus racemosa	California Sycamore	678	60	14	fair
Platanus racemosa	California Sycamore	679	60	14	fair
Platanus racemosa	California Sycamore	680	60	15	fair
Platanus racemosa	California Sycamore	681	60	15.5	fair
Washingtonia robusta	Washingtonia filifera or robusta	682			
Washingtonia robusta	Washingtonia filifera or robusta	683			
Washingtonia robusta	Washingtonia filifera or robusta	684			
Washingtonia robusta	Washingtonia filifera or robusta	685			
Washingtonia robusta	Washingtonia filifera or robusta	686			
Washingtonia robusta	Washingtonia filifera or robusta	693			
Washingtonia robusta	Washingtonia filifera or robusta	694			
Ulmus parvifolia	Chinese Elm	no tag			



Ulmus parvifolia	Chinese Elm	no tag			
Ulmus parvifolia	Chinese Elm	no tag			
Grevillea robusta	Silk Oak	no tag	60		Good
Grevillea robusta	Silk Oak	no tag	60		Good
Grevillea robusta	Silk Oak	no tag	60		Good
Grevillea robusta	Silk Oak	no tag	60		Good
Grevillea robusta	Silk Oak	no tag	60		Good

General Standards and Work Quality

- The Contractor’s work shall be under the direction of a certified arborist.
- The Contractor shall have a competent working supervisor at each jobsite at all times when work is being performed.
- Each supervisor must be capable of communicating effectively and hold necessary certifications or credentials and possess technical background to ensure that all work is accomplished in accordance with provisions of the IFB.
- All work performed by Contractor shall comply with good arboreal practice for the particular species of trees and shall be consistent with most current pruning standards set forth by the International Society of Arboriculture and/or U.C. Agricultural Extension Service.
- Any structural weakness, decayed trunk or branches, or split limbs discovered by the Contractor during the course of trimming shall be reported to the OCFEC’s Landscape Supervisor for determination of action, as soon as it is discovered.
- While performing work of any type, the contractor should report any obvious hazards related to the trees, including uplifted sidewalk segments.
- No person other than members of the Contractor’s work crew may be allowed to enter the work zone. If any person enters such work zone, the Contractor shall immediately cease all work and operation of all equipment until the work zone is clear.
- Contractor is to define the work zone thru delineation.

Setup, Equipment, and Cleanup of Waste and Debris

- Prior to the commencement of any work in the vicinity of any tree, the Contractor shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity. If identified, the Contractor shall take appropriate action to protect same. If, during the course of pre-inspection, the Contractor identifies damage that exists before the onset of work, the Contractor shall document the damages with photos and report such damage to the OCFEC’s Landscape Supervisor prior to commencing work.
- Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public.
- Street rights of way shall not be used to stage unattended debris generated during standard work hours. All debris from tree operations shall be cleaned up each day before the work crew leaves the site.
- All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site.
- Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations.
- No material is to be allowed to enter any storm drain.
- All green waste shall be reduced, reused, recycled, and/or transformed by the Contractor.
- The contractor is responsible for the removal and disposal of all on-site debris created by the work.
- All related debris shall be hauled away expeditiously from the project area.
- Contractor is to keep job site clean, sweep and blow all debris daily and upon project completion.
- Contractor is to keep all compound and chemicals out of storm drains & sewers and protect ground surfaces from oil and other leaks that may come from service trucks.

- All preventative measures shall be taken to avoid the spread of disease from any infected tree(s) including the sterilization of tools/equipment.

Storage of Equipment, Materials, & Stockpiling

- The selected contractor's materials, tools, and equipment shall not obstruct traffic or cause unnecessary inconvenience.
- The selected contractor shall provide and utilize appropriate sign and barricades to keep park patrons from entering the construction zone.
- The selected contractor shall be held responsible for all materials until they are finally incorporated into the work and accepted.
- The selected contractor shall be held responsible for and make good any damage done by reason of the storage of tools, materials, and equipment.

Traffic Control & Barricading

- Any work conducted within the public right-of-way of the City of Costa Mesa which necessitates the closure of a roadway, sidewalk, or driveway shall conform to traffic control and barricading standards established by the City Engineer.
- The selected contractor shall be required to provide proof of a local right-of-way permit for any work within the city's public right-of-way.
- Any and all permits or bonds related to closure of any public right-of-way with traffic control and barricading shall be accommodated in the lump sum price of the Form of Bid.
- The selected contractor shall not be provided a separate allowance / expense item.
- The selected contractor may not utilize adjacent private property.

Time of Starting & Completion

- The work to be done under the Contract is to begin after the Contract has been awarded by the OC Fair & Event Center.
- The majority of trees on grounds to be trimmed for 2020 shall begin September 1, 2020 and continue diligently thereafter and shall be completed in its entirety by no later than September 15, 2020.
- The work to trim the palm trees only on grounds for 2020 shall begin November 2, 2020 and continue diligently thereafter and shall be completed in its entirety by no later than November 13, 2020.
- Dates for tree trimming in successive years will occur in May, June and November. Exact dates of work will be agreed upon at that time to coincide with events on grounds.

Working Days & Scheduling

- The definition of "working days" shall be Monday through Friday, 7:00 a.m. to 3:30 p.m.

Prevailing Wage

- Bidder's must comply with prevailing wage compliance.
- In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>



BUDGET DETAIL:

District Account #: 5220-

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice. Invoices shall be submitted according to the Attachment 1.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 50074. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising

from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that

knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.

 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.



- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.



EXHIBIT F – MEGAN’S LAW SCREENING & CERTIFICATION

**OC Fair & Event Center
Megan’s Law Screening Certification and Listing**

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization

Name: _____

Contact Name: _____ **Contact Telephone**

: _____

Type of Company/Organization Contractor Consultant Concessionaire
(Circle one): Entertainer Exhibitor Volunteer

Other/Explanation if

Needed: _____

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Youth Expo. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

Company/Organization Representative’s Signature

Title of Representative

Printed Name

Date

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 2

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.
3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).
4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.
5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).
2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).



EXHIBIT G
UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 2 of 2

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the back stage area of the Pacific Amphitheatre without a back stage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.
5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre back stage Security Manager the name of each OCFEC Contractor that was issued a back stage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre back stage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre back stage passes. All Pacific Amphitheatre back stage passes must be worn by the OCFEC Contractor as described above.
6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.
7. Contractors will be allowed in the Pacific Amphitheatre back stage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre back stage area, Contractor must immediately leave the area.
8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.
9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.
10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

(Print Name & Title)

(Signature)

(Date)

**EXHIBIT H
ADDITIONAL CONTRACT TERMS AND CONDITIONS**

These terms and conditions are in addition to those contained in the CCC-4/2017 Certification, GTC 4/2017 General Terms and Conditions, and all Exhibits which will be made a part of the contract (Part IX - Forms).

1. Authorized Representative

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. Phone Numbers

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

3. Vehicles, Equipment and Supplies

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Material Safety Data Sheets (MSDSs) for all chemical-cleaning products used must be on-site accessible by the District. Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

4. Vehicle Utility Carts

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety.

Weather protection of equipment is the responsibility of the District.

5. Venue Clean-Up

CLEAN-UP:

- Contractor is to keep job site clean daily and upon project completion.
- Contractor shall sweep and blow all debris daily and upon project completion.
- Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
- Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
- Contractor is to keep all compound and chemicals out of storm drains & sewers.
- Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

6. Telephone Numbers

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

7. Personnel Policy

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with Material Safety Data Sheets (MSDSs), and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

8. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise, or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

9. Licenses, Permits and Certifications

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within 30 days following the expiration date.

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

10. Site Access

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

11. Insurance

Proof of insurance, meeting the requirements of the State (see attached Insurance Requirements) must be made available to the District within 15 days of contract award. Failure to do so could result in termination of said contract.

12. Work Permit Law

If Contractor employs youth under the age of 18 years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

13. Uniforms and Badges

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards. The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the

upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

14. Personnel

All Contractor employees are employees of the Contractor and not the District. No agent, servant, or employee of the Contractor will under any circumstances be deemed an agent, servant, or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

15. Potential Subcontractors/Independent Contractors

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

All subcontractor agreements shall be communicated to the District. Under no circumstances, shall a Contractor allow pay and performance disputes with subcontractors to result in a mechanics lien against the District.

16. Suppliers

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

17. Subcontracting

Subcontracting of goods or services must be approved in writing, by the District.

18. Fire Regulations

All fire regulations as prescribed by the State Fire Marshal must be strictly observed as detailed by District Safety & Security.

19. Travel, Transportation and Accommodations:

Contractor is responsible for all necessary travel, transportation and accommodations.

20. Invoices

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) and an itemized list containing Contractor's order number, specifications, and dates of delivery/pick-up, for each piece of equipment provided.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract approval and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

21. Payment

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion and receipt of proper invoice.

22. Pricing/Financial Proposal Bid Form

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the rate as entered on the Financial Proposal Bid Form. The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

23. Megan's Law Screening

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true, and correct copy of the District's current Megan's Law policy is attached (see Part IX – Forms).

24. Right to Replace/Dismiss

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor, or of Contractor's permitted subcontractors, is in violation of District policies and procedures regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety, security and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance, or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance, or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance to the requirements set forth in this IFB.

25. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

26. Evaluation of Contractor Performance

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

27. Non-Exclusive Agreement

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work/product of a similar or identical nature.

28. Termination

The District reserves the right to terminate without cause any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract. The District has the right to terminate any contract in its sole and absolute discretion.

29. Force Majeure

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

EXHIBIT I

COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES
(CONT.)

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.



EXHIBIT I - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES
(CONT.)

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20_____.

OCFEC BUSINESS PARTNER:

Signature

Address

Address

ATTACHMENT A

Type of Trees	Number of Trees	<u>Cost Per Tree, 2020</u> (9/1/2020-8/31/2021)	<u>Cost Per Tree, 2021</u> (9/1/2021-8/31/2022)	<u>Cost Per Tree 2022</u> (9/1/2022-8/31/2023)	<u>Cost Per Tree 2023</u> 9/1/2023 8/31/2024	<u>Cost Per Tree 2024</u> 9/1/2024-1/31/2025
Archontophoenix cunninghamiana	89	\$90	\$95	\$100	\$105	\$110
Ceiba speciosa	2	\$90	\$95	\$100	\$105	\$110
Ceratonia siliqua	12	\$90	\$95	\$100	\$105	\$110
Cupaniopsis-anacardioides	2	\$90	\$95	\$100	\$105	\$110
Erythrina caffra	17	\$90	\$95	\$100	\$105	\$110
Eucalyptus camaldulensis	1	\$90	\$95	\$100	\$105	\$110
Eucalyptus ficifolia	24	\$90	\$95	\$100	\$105	\$110
Eucalyptus grandis	5	\$90	\$95	\$100	\$105	\$110
Ficus nitida	19	\$90	\$95	\$100	\$105	\$110
Fraxinus pennsylvanica	8	\$90	\$95	\$100	\$105	\$110
Fraxinus uhdei	1	\$90	\$95	\$100	\$105	\$110
Grevillea robusta	22	\$90	\$95	\$100	\$105	\$110
Magnolia grandiflora	7	\$90	\$95	\$100	\$105	\$110
Melaleuca quinquenervia	13	\$90	\$95	\$100	\$105	\$110
Phoenix dactylifera	10	\$90	\$95	\$100	\$105	\$110
Pinus canariensis	1	\$90	\$95	\$100	\$105	\$110
Platanus racemosa	5	\$90	\$95	\$100	\$105	\$110
Quercus suber	1	\$90	\$95	\$100	\$105	\$110
Schinus Molle	2	\$90	\$95	\$100	\$105	\$110
Schinus terebinthifolia	14	\$90	\$95	\$100	\$105	\$110
Schinus terebinthifolius	4	\$90	\$95	\$100	\$105	\$110
Syagrus romanzoffiana	131	\$90	\$95	\$100	\$105	\$110
Ulmus parvifolia	117	\$90	\$95	\$100	\$105	\$110



Type of Trees	Number of Trees	<u>Cost Per Tree, 2020</u> (9/1/2020-8/31/2021)	<u>Cost Per Tree, 2021</u> (9/1/2021-8/31/2022)	<u>Cost Per Tree 2022</u> (9/1/2022-8/31/2023)	<u>Cost Per Tree 2023</u> 9/1/2023-8/31/2024	<u>Cost Per Tree 2024</u> 9/1/2024-8/31/2025
Washingtona filifera	15	\$90	\$95	\$100	\$105	\$110
Washingtona robusta	102	\$90	\$95	\$100	\$105	\$110
Zelkova serrata	2	\$90	\$95	\$100	\$105	\$110
Total Number of Trees	626					

Yearly Total:

2020	2021	2022	2023	2024
\$56,340	\$59,470	\$62,600	65,730	\$68,860
Five Years Total				\$313,000

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 03/19)

R A F

AGREEMENT NUMBER SA-143-20YR
REGISTRATION NUMBER

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME
ORKIN EXTERMINATING CO., INC.

2. The term of this **09/1/2020** through **09/30/2020** **FED ID:**
 Agreement is:


3. The maximum amount **\$9,313.00**
 of this Agreement is:

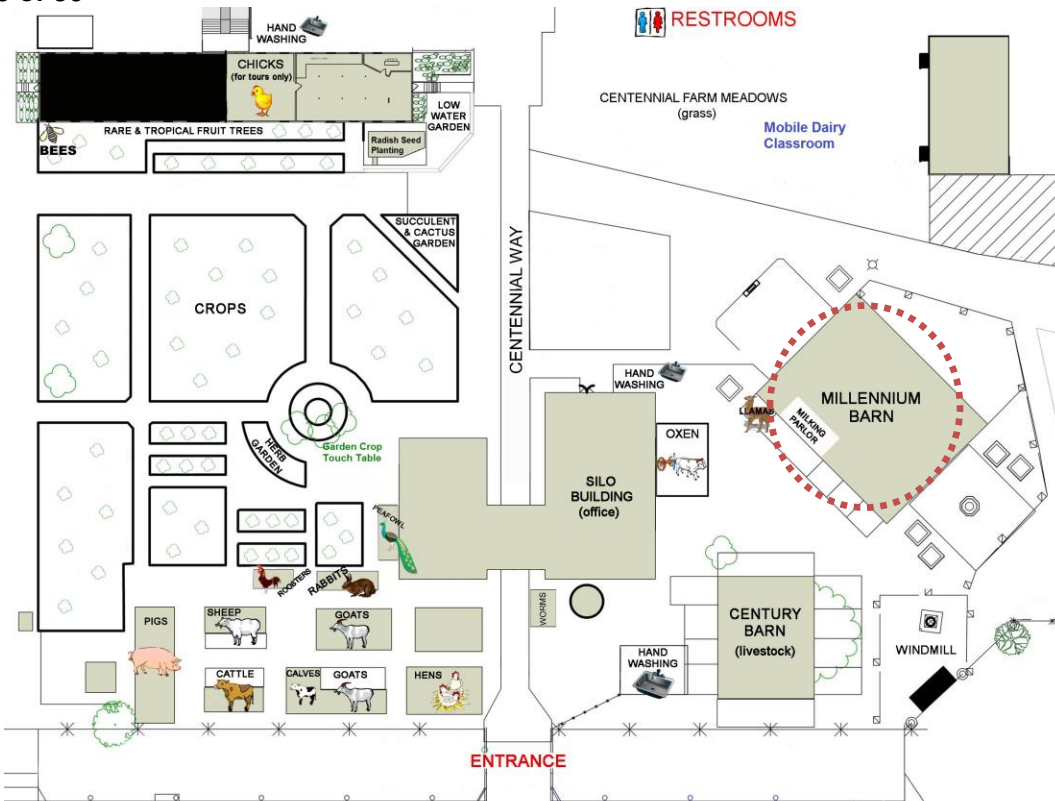
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Contractor to provide fumigation of Millennium Barn services at the OC Fair & Event Center. Additional Scope of Work on pages 2.	Pages 2-6
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Pages 7
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 8-11
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions - CCC (Attached hereto as part of this agreement)	Pages 12-15
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 16-18
Exhibit F – Megan’s Law Screening & Certification (Attached hereto as part of this agreement)	Pages 19-20
Exhibit G - Uniform and ID Procedures & Certification	Pages 21-22
Exhibit H - Additional Contract Terms & Conditions	Pages 23-27
Exhibit I – Covid 19 Infection Mitigation Protocol & Procedure Guidelines V06042020	Pages 28-30

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) ORKIN EXTERMINATING CO., INC.	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
DAVID VO, COMMERCIAL ACCOUNT MANAGER	
ADDRESS 1116 N. Fountain Way, Anaheim, CA 92806 Office: (714) 728-5116)	
STATE OF CALIFORNIA	
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC Fair & Event Center	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Ken Karns, Chief Operating Officer	<input type="checkbox"/> Exempt per:
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	



- # stories: 3 (34')
- Check for any conduct in which gas might travel to other buildings.
- The use of environment Friendly products.
- Provide a list of exteriors obstacles for tarping.

• Interior:

- For safety reason, provide a list of items that might need to take out of the building prior to the fumigation.

Clean-up:

Contractor is to keep job site clean daily and upon project completion.
Contractor is to provide waste management for removal of Materials and Demo Materials off OC Fair & Center grounds. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
Contractor is to keep all compound and chemicals out of storm drains & sewers.

Conditions:

The 32nd District Agricultural Association dba OC Fair & Event Center (OCFEC) requires bidders to comply with the Enhanced Workplace Safety Policy (EWSP) for any Public Works services in excess of \$25,000. This policy requires 70% of the onsite workforce to hold a four year graduate certificate from an apprenticeship program. (see attached document – Section 00806)

This is a prevailing wage and certified payroll jobsite for all work conducted on grounds.
All contract employees will comply with OCFEC standard safety policy, including the use of hardhats, safety harnesses when operating lift equipment, certified equipment operators and 15 mph max speed limit for all vehicles on grounds. Compliance with Cal-OSHA regulations is required.

Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs associated with work. (unsafe work conditions/practices shall be stopped immediately and corrective action taken)

SA-143-20YR

Orkin Exterminating Co., Inc.

PAGE 4 of 30



Contractor will be solely and completely responsible for conditions of the work site, including safety of all persons and property during performance of the work.

Payment Terms: As a State Agency, the District is not permitted to make payments in advance of services rendered. By submitting a bid, Bidder understands and agrees payment shall be made by the District and paid Net30 upon satisfactory completion of services rendered and receipt of proper invoice. Invoices shall be e-mailed to AP@ocfair.com or mailed to **OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Dr., Costa Mesa, CA 92626.**

All projects that exceed \$25,000 shall be required to implement the EWSP (Enhanced Workers Safety Policy) per section 00806. See attached document defining the policy.

SECTION 00806

ENHANCED WORKER SAFETY PROGRAM INFORMATION AND SUMMARY

The 32nd District Agricultural Association (DAA), Orange County Fair & Event Center (OCFEC) has instituted the Enhanced Worker Safety Program (EWSP) for the purpose of implementing labor compliance provisions for all large projects constructed at the 32nd DAA, Orange County Fair & Event Center.

The contractor, prior to mobilization for construction, will be required to submit the employees qualifying documents and certifications to meet the Worker Classification Requirements, Worker Requirements and Apprentice Requirements below.

The EWSP will be monitored by the construction management team at the construction site by collecting daily job manpower reports. These reports shall contain specific information on trades, personnel, and equipment engaged on the project site on a daily basis. The required workforce ratios shall be determined by verifying the workforce on a daily basis.

Worker Classification Requirements.

The use of Journeymen will comply with all State of California labor laws.

A minimum of 70% of all Journeymen of each apprenticeable craft or trade engaged in work on the site shall be a graduate of an approved State of California Apprenticeship Program.

Worker Requirements.

20% of all jobsite workers will be OSHA 10-hour General Industry Safety and Health certified.

At least one (1) jobsite workers will be OSHA 30-hour General Industry Safety and Health certified."

Apprentice Requirements.

Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered and approved by the State Division of Apprenticeship Standards. The allowable ratio of apprentices to journeypersons in any craft/classification shall not be greater than the ratio permitted to the contractor as to its entire workforce under the EWSP program.

Any worker listed on a payroll at an apprentice wage rate who is not registered shall be paid the journey level wage rate determined by the Department of Industrial Relations for the classification of the work he/she actually performed. Pre-apprentice trainees, trainees in non-apprenticeable crafts, and others who are not duly registered will not be permitted on public works projects unless they are paid full prevailing wage rates as journeypersons.

Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

Submit contract award information on the most current DAS Form 140 to the apprenticeship committee for each apprenticeable craft or trade in the area of the Project;

Request dispatch of apprentices from the applicable Apprenticeship Program(s) and employ apprentices on public works projects in a ratio to journeypersons which in no case shall be less than one (1) hour of apprentice work to each five (5) hours of journeyperson work; and

Contribute to the applicable Apprenticeship Program(s) or the California Apprenticeship Council in the amount identified in the prevailing wage rate publication for journeypersons and apprentices. If payments are not made to an Apprenticeship Program, they shall be made to the California Apprenticeship Council, Post Office Box 420603, San Francisco, CA 94142.

If the contractor is registered to train apprentices, it shall furnish written evidence of the registration (i.e., Apprenticeship Agreement or Statement of Registration) of its training program and apprentices, as well as the ratios allowed and the wage rates required to be paid there under for the area of construction, prior to using any apprentices in the contract work. It should be noted that a prior approval for a separate project does not confirm approval to train on any project. The contractor/subcontractor must check with the applicable Joint Apprenticeship Committee to verify status.

Accountability for Major Violations

The contractor is responsible for any costs that OCFEC incurs as the result of any actions taken by OCFEC, the State or a third party consultant to address major contractor violations related to the EWSP. A major violation is one that is defined as a violation that requires extra work for OCFEC, the State or a third party consultant for the EWSP. This definition means that when and if a contractor is notified that it should take certain actions to be in compliance with the EWSP and those actions are not taken, any work done beyond that point is classified as extra work and the contractor will be back charged for such work.

Certified Payroll Records Required

The contractor and each subcontractor shall maintain payrolls and basic records (timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, superintendent and foreman daily logs, etc.) during the course of the work and shall preserve them for a period of three (3) years after the completion of the work and resolution of all claims for all trades workers working on OCFEC projects which are subject to the EWSP. Such records shall include the name, address, and social security number of each worker, his or her classification, a general description of the work each employee performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, and actual wages paid and shall be reported to OCFEC on the most current Department of Industrial Relations Public Works Payroll Reporting Form (Form A-1-131).

Submittal of Certified Payroll Records

The contractor and each subcontractor shall maintain weekly certified payroll records for submittal to OCFEC (with may be via the internet, as required) each week, the general contractor shall be responsible for the submittal of payroll records of all its subcontractors to OCFEC. All certified payroll records shall comply with all statutory requirement and be accompanied by a both a certification and statement of compliance signed by the contractor or subcontractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations, and that the classifications set forth for each employee conform with the work performed.

Time cards, front and back copies of cancelled checks, daily logs, employee sign-in sheets and/or any other record maintained for the purposes of reporting payroll may be requested by CFFA at any time and shall be provided within ten (10) days following the receipt of the request.

Full Accountability

Each individual worker, laborer, or craftsperson ("Worker") working on a public works contract must appear on the payroll. Each employer who pays the Worker must report that individual on its certified payroll records. This includes individuals working as apprentices in an apprenticeable trade. Owner-operators are to be reported by the contractor employing them, rental equipment operators are to be reported by the rental company paying the workers' wages.

Sole owners and partners who work on a contract must also submit a certified payroll record listing the days and hours worked, and the trade classification descriptive of the work actually done.

The contractor shall provide the records required under this section to OCFEC within ten (10) days of each payday, and make them available for inspection by the Department of Industrial Relations, and shall permit representatives of each to interview trades workers during working hours on the project site.

Responsibility for Subcontractors

The contractor shall be responsible for ensuring adherence to the EWSP and all labor standards provisions by its subcontractors. Moreover, the prime contractor is responsible for Labor Code violations of its subcontractors in accordance with Labor Code section 1775.

Payment to Employees

Employees must be paid unconditionally, and not less often than once each week, the full amounts, that are due and payable for the period covered by the particular payday. Thus, an employer must establish a fixed workweek (Sunday through Saturday, for example) and an established payday (such as every Friday or the preceding day should such payday fall on a holiday). On each and every payday, each worker must be paid all sums due as of the end of the preceding workweek and must be provided with an itemized wage statement.

If an individual is called a subcontractor, whereas, in fact, he/she is merely a journey level mechanic supplying only his/her labor, such an individual would not be deemed a bona fide subcontractor and must be reported on the certified payroll records of the prime contractor as a trades worker. Moreover, any person who does not hold a valid contractor's license cannot be a subcontractor, and anyone hired by that person is the worker or employee of the general contractor for purposes of prevailing wage requirements, certified payroll reporting and workers' compensation laws.

The worker's rate for straight time hours must equal or exceed the rate specified in the contract by reference to the "Prevailing Wage Determinations" for the class of work actually performed. Any work performed on Saturday, Sunday, and/or on a holiday, or portion thereof, must be paid the prevailing rate established for those days regardless of the fixed workweek. The hourly rate for hours worked in excess of eight (8) hours in a day and forty (40) hours in a workweek shall be premium pay. All work performed on Saturday, Sunday and holidays shall be paid pursuant to the Prevailing Wage determination.



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5220-

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice. Invoices shall be submitted according to the Attachment 1.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 50074. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2

(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the

DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.

 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.



- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.



EXHIBIT F – MEGAN’S LAW SCREENING & CERTIFICATION

**OC Fair & Event Center
Megan’s Law Screening Certification and Listing**

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization

Name: _____

Contact Name: _____ **Contact Telephone**

: _____

Type of Company/Organization Contractor Consultant Concessionaire
(Circle one): Entertainer Exhibitor Volunteer

Other/Explanation if

Needed: _____

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Youth Expo. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

Company/Organization Representative’s Signature

Title of Representative

Printed Name

Date

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 2

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.
3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).
4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.
5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).
2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).



EXHIBIT G
UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 2 of 2

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the back stage area of the Pacific Amphitheatre without a back stage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.
5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre back stage Security Manager the name of each OCFEC Contractor that was issued a back stage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre back stage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre back stage passes. All Pacific Amphitheatre back stage passes must be worn by the OCFEC Contractor as described above.
6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.
7. Contractors will be allowed in the Pacific Amphitheatre back stage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre back stage area, Contractor must immediately leave the area.
8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.
9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.
10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

(Print Name & Title)

(Signature)

(Date)

EXHIBIT H
ADDITIONAL CONTRACT TERMS AND CONDITIONS

These terms and conditions are in addition to those contained in the CCC-4/2017 Certification, GTC 4/2017 General Terms and Conditions, and all Exhibits which will be made a part of the contract (Part IX - Forms).

1. Authorized Representative

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. Phone Numbers

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

3. Vehicles, Equipment and Supplies

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Material Safety Data Sheets (MSDSs) for all chemical-cleaning products used must be on-site accessible by the District. Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

4. Vehicle Utility Carts

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety.

Weather protection of equipment is the responsibility of the District.

5. Venue Clean-Up

CLEAN-UP:

- Contractor is to keep job site clean daily and upon project completion.
- Contractor shall sweep and blow all debris daily and upon project completion.
- Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
- Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
- Contractor is to keep all compound and chemicals out of storm drains & sewers.
- Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

6. Telephone Numbers

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

7. Personnel Policy



All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with Material Safety Data Sheets (MSDSs), and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

8. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise, or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

9. Licenses, Permits and Certifications

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within 30 days following the expiration date.

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

10. Site Access

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

11. Insurance

Proof of insurance, meeting the requirements of the State (see attached Insurance Requirements) must be made available to the District within 15 days of contract award. Failure to do so could result in termination of said contract.

12. Work Permit Law

If Contractor employs youth under the age of 18 years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

13. Uniforms and Badges

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property,

when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

14. Personnel

All Contractor employees are employees of the Contractor and not the District. No agent, servant, or employee of the Contractor will under any circumstances be deemed an agent, servant, or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

15. Potential Subcontractors/Independent Contractors

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

All subcontractor agreements shall be communicated to the District. Under no circumstances, shall a Contractor allow pay and performance disputes with subcontractors to result in a mechanics lien against the District.

16. Suppliers

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

17. Subcontracting

Subcontracting of goods or services must be approved in writing, by the District.

18. Fire Regulations

All fire regulations as prescribed by the State Fire Marshal must be strictly observed as detailed by District Safety & Security.

19. Travel, Transportation and Accommodations:

Contractor is responsible for all necessary travel, transportation and accommodations.

20. Invoices

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) and an itemized list containing Contractor's order number, specifications, and dates of delivery/pick-up, for each piece of equipment provided.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract approval and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

21. Payment

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion and receipt of proper invoice.

22. Pricing/Financial Proposal Bid Form

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the rate as entered on the Financial Proposal Bid Form. The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

23. Megan's Law Screening

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true, and correct copy of the District's current Megan's Law policy is attached (see Part IX – Forms).

24. Right to Replace/Dismiss

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor, or of Contractor's permitted subcontractors, is in violation of District policies and procedures regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety, security and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance, or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance, or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance to the requirements set forth in this IFB.

25. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

26. Evaluation of Contractor Performance

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

27. Non-Exclusive Agreement

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work/product of a similar or identical nature.

28. Termination

The District reserves the right to terminate without cause any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract. The District has the right to terminate any contract in its sole and absolute discretion.

29. Force Majeure

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

EXHIBIT I

COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES
(CONT.)

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and

identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.



EXHIBIT I - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES
(CONT.)

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20_____.

OCFEC BUSINESS PARTNER:

Signature

Address

Address