

OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
As of February 28, 2021

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
California Fair Financing Authority	03213031/B, Const	08/15/13	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70
California Fair Financing Authority	03216012	02/24/16	Heroes Hall Renovation Project	CFFA	\$3,850,738.72
California Fair Financing Authority	03218041	02/06/19	Land Survey	CFFA	\$80,000.00
California Construction Authority	03220025	05/04/20	Campground Storm Water Infrastructure Project	CCA	\$249,941.50
California Construction Authority	03220026	05/04/20	Equestrian Center Storm Water Infrastructure Project	CCA	\$74,937.50
California Construction Authority	03220025	07/02/20	Campground Storm Water Infrastructure Project	CCA	\$6,211.50
California Construction Authority	03220026	07/02/20	Equestrian Center Storm Water Infrastructure Project	CCA	\$121,480.80
California Construction Authority	03220083	12/21/20	Asphalt Repair Exterior-Interior	CCA	\$316,707.30
California Construction Authority	03221005	01/26/21	2021 Storm Water Program Assistance	CCA	\$42,833.01
New					
Revision/Amendment					

Joint Powers Authority

Invoices Paid February 2021



**California
CONSTRUCTION
Authority**

1776 Tribute Road, Suite 220
Sacramento, CA 95815

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

**Paid: 2/17/2021
Check# 89716**

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

Invoice

Invoice Number: 2965
Invoice Date: 2/4/2021
Customer Code: 32nd
Project: 03221005
2021 Stormwater Program Assistance

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

Description	Amount
Consultant Costs	41,000.00
CCA Project Management Cost	500.00
Travel	100.00
Project Administration Fees	1,230.00
Handling Fee	3.01
	\$42,833.01

Thank you for your business!

Questions: mlee@ccaauthority.org

Net Invoice: \$42,833.01
Sales Tax: 0.00
Invoice Total: \$42,833.01



CALIFORNIA
CONSTRUCTION
AUTHORITY

1776 Tribute Road, Suite 220
Sacramento, CA 95815

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FINANCING
DESIGN
CONSTRUCTION

LETTER OF UNDERSTANDING 2021 STORM WATER PROGRAM ASSISTANCE

To: 32nd DAA, OC Fair & Event Center Date: January 26, 2021

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

Subject: Letter of Understanding No. 21-005 (CCA Project No. 032-21-005)

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

PROJECT: See Exhibit A, 32nd District Agricultural Association 2021 Storm Water Program Assistance

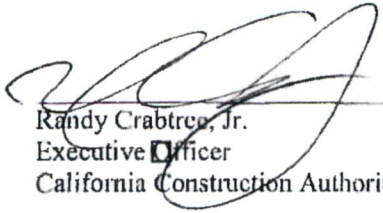
SCHEDULE: Work to be completed by October 15, 2021

FUNDING: Fair Funded


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

2. ☒ On or before February 12, 2021, Fair shall remit funds to the Authority in the amount of **FORTY TWO THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS and 01/100 (\$42,833.01)**, which is the current estimated Project Cost. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the Project Account. Upon receipt of such notice, Fair will immediately remit additional funds to the Authority.

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


Randy Crabtree, Jr.
Executive ☒ Officer
California Construction Authority

Date


Michele Richards
Chief Executive ☒ Officer
OC Fair & Event Center

Date

DE



California
CONSTRUCTION
Authority

1776 Tribute Road, Suite 220
Sacramento, CA 95815

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Design
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Exhibit A

January 26, 2021

Project No. **032-21-005**
Subject: **32nd District Agricultural Association**
2021 Storm Water Program Assistance

This cost proposal is for the management and handling of the Fuscoe Engineering contract for the 2021 Storm Water Program Assistance at the OC Fair and Event Center (Fair), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. The Fuscoe scope of work includes: (1) Technical Support; (2) SWMP Updates; (3) Quarterly Review of Storm Water Activities; (4) 2020-2021 Annual Report; and (5) Trash Provisions Track 1 Implementation.
- C. CCA will provide project administration services associated with the project

This cost proposal is for the Contract Award and Administration process. The Fair understands that additional costs may be incurred if additional tasks are required. Included in this cost proposal are CCA's Project Administration fees.

CCA fees and estimated reimbursable costs to manage the "Bid Solicitation and Administration" support, for the **2021 Storm Water Program Assistance at the OC Fair** are estimated to be \$42,833.01, as detailed below. A breakdown of the estimated cost follows:

**OC Fair/32nd DAA
2021 Stormwater Program Assistance
Project Cost Breakdown**

PROJECT COSTS		
Consultant Costs Cost	\$ 41,000.00	
CCA Project Management Cost	\$ 500.00	
Project Sub-Total		\$ 41,500.00
**REIMBURSABLES (Estimate)		
Travel	\$ -	
Misc.	\$ 100.00	
Reimbursable Sub-Total		\$ 100.00
MANAGEMENT/ADMINISTRATION FEES		
Project Administration Fee (3%)	\$ 1,230.00	
Other Direct Costs Handling Fee (3%)	\$ 3.01	
Management/Administration Fees Sub-Total		\$ 1,233.01
Total Costs, with Fees and Estimated Costs		\$ 42,833.01

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

If any third party professional services/consultant outside services, contracted by CCA on behalf of this project, are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CCA.

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

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CCA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CCA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the

express and specific purpose of performing the work identified in the LOU. CCA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 21-005, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 21-005, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Michele Richards is the Fair's representative for purposes of authorizing CCA to make expenditures or enter into contracts. If you have any questions, please call Michael Sellens at (916) 263-6155.



November 13, 2020

Jerry Eldridge
Director of Facilities
32ND DISTRICT AGRICULTURAL ASSOCIATION
OC Fair and Event Center
88 Fair Drive
Costa Mesa, CA 92626

Re: 2021 Stormwater Program Assistance for OC Fairgrounds

Dear Jerry:

Attached for your review is our Scope of Services and Fee Proposal to assist the 32nd District Agricultural Association (DAA) with implementing the Storm Water Management Plan during the 2021 calendar year and preparing the 2020-21 Annual Report by October 15, 2021. Please keep in mind that stormwater program requirements are based on the fiscal calendar year (July 1 to June 30), so this scope of work covers the latter half of the 2020-21 fiscal year and the early half of the 2021-22 fiscal year.

We look forward to working with the 32nd District Agricultural Association. Please review the attached proposal and do not hesitate to contact us if you have any questions or comments.

Sincerely,

FUSCOE ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "HW", followed by a horizontal line.

Howard Wen, CPSWQ
Senior Project Manager

HW:md

Enclosures



Exhibit A

Scope of Services & Fee Proposal

32nd District Agricultural Association

OCFEC 2021 Stormwater Program

November 13, 2020

1.0 PROJECT DESCRIPTION

OC Fair & Event Center (OCFEC) is a Phase II Non-traditional MS4 permitted by the State Water Resources Control Board for storm water discharges. This proposed Scope of Work covers the implementation of OCFEC's Storm Water Management Plan for the 2021 calendar year and the preparation of its 2020-21 Annual Report to be submitted prior to October 15, 2021.

2.0 BASIC SERVICES

STORMWATER MANAGEMENT

Task 1. Technical Support

Provide administrative and technical support to OCFEC staff for implementation of the SWMP that is not covered under Task Items 2-5 of this scope of work. This task allows for on-call services to assist with SWMP program elements such as, but are not limited to:

- Construction project review for SWPPP requirements;
- New development and redevelopment project review for LID requirements;
- Meeting attendance at board meetings and with local agencies for stormwater related issues;
- Consultation on short-term site drainage/non-stormwater runoff issues;

Should additional support services be needed beyond the budgeted allowance, a change order will need to be authorized by the Client.

Hourly (*Estimate) \$15,000

Task 2. SWMP Update

Prepare updates and revisions to the OCFEC SWMP, as needed. Updates include, but are not limited to, progress reports on Trash Provisions implementation, BMP inventory updates, BMP Fact Sheet changes, and storm drain outfall map and exhibit revisions.

Hourly (*Estimate) \$5,000

Task 3. Quarterly Review of Stormwater Activities

Coordinate, review, and ensure that all requisite stormwater program inspections have been performed and properly documented by OCFEC staff. Inspections include:

- IDDE source investigations;
- Construction inspection and enforcement;
- Quarterly facility (hotspot) inspections;
- Quarterly permittee operations and maintenance (O&M) BMP inspections;
- Annual storm drain (catch basin) inspections and maintenance; and
- Annual post-construction structural treatment control BMP inspections.

Prepare a status report each quarter, summarizing findings of inspections and recommend program implementation changes, if necessary. It is the responsibility of the Client to complete all requisite inspections. This Task does not include the performance of inspections by FEL.

Hourly (*Estimate) \$5,000

Task 4. 2020-21 Annual Report

Based on the 2020-2021 Fiscal Year, prepare an Annual Report for the OC Fair & Event Center in accordance with the Annual Report requirements for the Phase II Storm Water Permit. Complete the Annual Report and Program Effectiveness Assessment and Improvement Plan (PEAIP) per the requirements of State Water Resources Control Board SMARTS database. The Annual Report will be submitted by Fuscoe Engineering, Inc. and certified by the Legally Responsible Person (LRP) by October 15, 2021.

This Task also includes evaluating the effectiveness of program elements, developing program modifications, and preparing revisions to the SWMP, as needed, to iteratively improve OCFEC's storm water program. This task is scheduled to be performed during July 1, 2021 to October 15, 2021.

Hourly (*Estimate) \$10,000

Task 5. Trash Provisions Track 1 Implementation

Provide assistance with the implementation of full capture system BMPs (CPS units, or equivalent) in catch basins within Priority Land Use areas, as specified in OCFEC's SWMP. This includes coordinating with vendors to procure bids, cataloging BMP installations and specifications, developing maintenance logs as required by Trash Provisions, and tracking progress with Track 1 compliance.

Hourly (*Estimate) \$5,000

Stormwater Management Total \$40,000

Reimbursables / Direct Costs Estimated Budget \$1,000
***Not to exceed without prior authorization**

Scope of Services & Fee Proposal

32nd DAA

CFEC 2021 Stormwater Program

November 13, 2020

This Fee Proposal is Valid for Thirty (30) Days from the Date of this Document.

Fusco Engineering, Inc. will perform the services on a fixed fee basis, except where noted. Services rendered outside of the scope will be performed at prevailing hourly rates. Costs of blue-printing, deliveries and out-of-pocket expenses are not included and will be considered reimbursable. A 10% surcharge will be added to the reimbursables to cover handling expenses.

It is the policy of Fusco to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid within thirty (30) days of receipt. Failure to do so could result in cessation of services and/or reassessment of service.

Summary of Fees

Task 1.	Technical Support	Hourly (*Est.)	\$15,000
Task 2.	SWMP Update	Hourly (*Est.)	\$5,000
Task 3.	Quarterly Review of Stormwater Activities	Hourly (*Est.)	\$5,000
Task 4.	2019-20 Annual Report	Hourly (*Est.)	\$10,000
Task 5.	Trash Provisions Track 1 Implementation	Hourly (*Est.)	\$5,000
TOTAL			\$40,000.00



Version
04/17/19
1st Edition
04/17/19

EXHIBIT B

2020 - 2021 RATE SCHEDULE

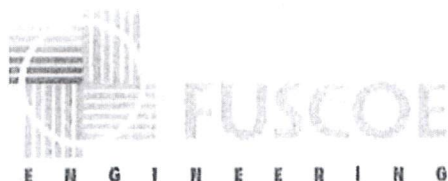
CLASSIFICATION	HOURLY RATE
Principal / Sr. Project Manager	\$230
Project Manager	\$198
Sr. Designer / Project Engineer / Sr. Water Resource Engineer	\$178
Designer / Engineer / Project Scientist / GIS Analyst	\$159
CADD / Engineering / Environmental Tech. / Graphics Tech.	\$129
Information Coordinator	\$ 90
1-Man Survey Crew	\$206
2-Man Survey Crew	\$299
3-Man Survey Crew	\$412

1. Reproduction and other reimbursable expenses (such as overnight deliveries, mileage, permits, and licenses, etc.) and client approved subcontractor services will be billed in addition to the above rates, with a 10% handling surcharge.
2. This rate schedule is subject to change due to the granting of wage increases and/or other employer benefits to field or office employees during the lifetime of this agreement.
3. Overtime is available for critical deadlines at 1-1/2 times the normal rates for office employees. Surveyors' rates are also adjusted automatically for overtime or holiday/weekend work in agreement with the Operating Engineers Union.

Client Initials _____

Effective through June 30, 2021

FUSCOE ENGINEERING



Standard Form of Agreement
for Professional Services
OCFEC 2021 Stormwater Program

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into on this _____ day of _____ 2020, by and between:

Client

and Consultant

Name: 32nd District Agricultural Association

Fuscoe Engineering, Inc.

Address: 88 Fair Drive, Costa Mesa, CA 92626

16795 Von Karman Ave., Suite 100
Irvine, CA 92606

Phone: 714-474-5983

Phone: (949) 474-1960

Fax:

Fax: (949) 474-5315

E-mail: JEldridge@ocfair.com

E-mail: hwen@fuscoe.com

Project Manager: Jerry Eldridge

Project Manager: Howard Wen

Client and Consultant agree as follows:

1. Client retains Consultant to perform services for: **OCFEC 2021 Stormwater Program**; hereinafter called "Project."
2. Consultant agrees to perform the following scope of services: attached hereto as Exhibit A.
3. Client agrees to compensate Consultant for such services outlined in Exhibit A, pursuant to Rate Schedule attached hereto as Exhibit B.
4. Consultant's services will be performed in a timely manner consistent with good professional practice and the desire that the Project proceed as expeditiously as practical, and Consultant will use its best efforts to meet any reasonable Project schedule which shall be extended for reasonable cause or by mutual consent.
5. Consultant will be legally liable for only the civil engineering services expressly undertaken pursuant to this Agreement, and not otherwise. Consultant will not be legally liable for the providing of, or the failure to provide legal, environmental, financial analysis, or geotechnical, soils, structural, mechanical, electrical or other engineering services, even if information from others is incorporated into Consultant's instruments of service for ease of reference or otherwise. Further, and without limitation, Consultant will not be responsible for delays or other matters beyond its reasonable control; for inaccurate information provided to it by Client or other reasonably reliable sources; for site conditions of which it was not informed; for hazardous materials or toxic substances at the Project site; for construction means, methods, techniques, sequences or procedures, including without limitation excavation, shoring, demolition or erection procedures or construction safety precautions and programs; for the timeliness or quality of contractor performance or for the failure of any contractor to perform work in accordance with the Project's construction documents; or for actions or inaction of third parties including other consultants, utility companies and governmental or quasi-governmental agencies.



6. In recognition of the relative risks, rewards and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent allowed by law, to limit the total aggregate liability for any and all claims, losses, expenses, or damages arising out of this Agreement, of Consultant and its employees, agents and subconsultants, to Client and Client's affiliated individuals and entities, contractors and successors and assigns, to the amount of Consultant's fee received concerning the Project. Client further agrees to indemnify and hold Consultant, its employees, agents and subconsultants, harmless from all damage, liability and cost, including attorney's fees, arising out of this Agreement or relating to the Project excepting only those damages, liabilities or costs caused by the negligence or willful misconduct of Consultant.
7. The parties acknowledge that each is a business entity, and that each intends that its involvement with the Project should not subject its affiliated individuals to personal exposure for the risks attendant to that involvement; and therefore any claim which either party has or might have concerning the Project and or this Agreement shall be asserted only against the other's business entity.
8. Consultant shall maintain professional liability, general liability and workers compensation insurance.
9. To the extent any damage, liability, loss, expense or cost, including attorney's fees, is caused by a negligent act, error, or omission of Consultant, or any person employed by Consultant, and arises out of the performance of this Agreement, Consultant shall indemnify and hold the Client harmless therefrom.
10. This Agreement supersedes all negotiations and prior agreements concerning the Project and is intended as a complete and exclusive statement of the entire Agreement between Client and Consultant concerning the Project. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
11. This Agreement shall be interpreted and enforced under and pursuant to the laws of the State of California. In the event of any dispute concerning this Agreement and/or the Project, each party shall bear its own attorney's fees. The venue for any dispute shall be ☒ Orange County, California.
12. The Parties hereby mutually waive any claims for consequential damages which either might have against the other concerning this Agreement or its termination.

CLIENT:

**32ND DISTRICT AGRICULTURAL
ASSOCIATION**

By: _____

(Signature)

Title: _____

Date: _____

CONSULTANT:

FUSCOE ENGINEERING, INC.

By: _____

(Signature)

Title: _____

Date: _____