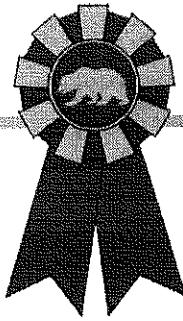


**OC FAIR & EVENT CENTER**  
**ACTIVE JOINT POWERS AUTHORITY AGREEMENTS**  
**AS OF OCTOBER 31, 2022**

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
<b>Continuing</b>					
California Fair Financing Authority	03213031/B	8/15/2013	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70
California Construction Authority	03220085	5/24/2021	Lot G Utilities Upgrade	CCA	\$147,167.98
California Construction Authority	03220085	1/3/2022	Lot G Utilities Upgrade (Amendment 1)	CCA	\$502,650.96
California Construction Authority	03222003	1/6/2022	2022 Storm Water Program Assistance	CCA	\$48,480.00
California Construction Authority	03222005	2/25/2022	Serenity Walk (30% Landscape Design)	CCA	\$30,920.00
California Construction Authority	03222005	7/29/2022	Serenity Walk (Construction Docs, Bidding & Construction)	CCA	\$500,000.00
California Construction Authority	03222089	8/2/2022	Master Site Plan - Cost Estimating	CCA	\$9,981.75
<b>New</b>					
California Construction Authority	03222090	8/30/2022	OCFEC PSPS Project	CCA	\$351,661.16
California Construction Authority	03220085	10/21/2022	Lot G Utilities Upgrade	CCA	\$954,209.82
California Construction Authority	03222113	10/22/2022	Building 15 Demolition	CCA	\$13,894.00
California Construction Authority	03222114	10/23/2022	Market Place & Banana Bildings Demolition	CCA	\$27,819.60
California Construction Authority	03222115	10/24/2022	Beef Barn Buildings (3) Demolition	CCA	\$19,673.80



# California Construction Authority

## LETTER OF UNDERSTANDING OCFEC PSPS Project

To: 32<sup>nd</sup> DAA/OC Fair & Event Center Date: August 30, 2022

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

Subject: Letter of Understanding No. 22-090 (CCA Project No. **032-22-090**)

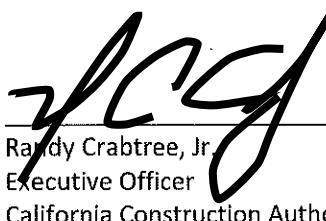
This Letter of Understanding ("LOU") is entered into between California Construction Authority ("Authority") and the **32nd DAA/OC Fair & Event Center** ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated January 1, 1997 to complete the scope of services set forth in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

PROJECT: See Exhibit A, 32<sup>nd</sup> District Agricultural Association **OCFEC PSPS Project**  
SCHEDULE: Work to be completed by **June 30, 2023**  
FUNDING: CDFA Grant 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 **SEPTEMBER 16, 2022**, Fair shall remit funds to the Authority in the amount of **THREE HUNDRED FIFTY-ONE THOUSAND, SIX HUNDRED SIXTY-ONE and 16/100 DOLLARS (\$351,661.16)**, which is the current estimated Project Cost. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the Project Account. Upon receipt of such notice, Fair will immediately remit additional funds to the Authority.

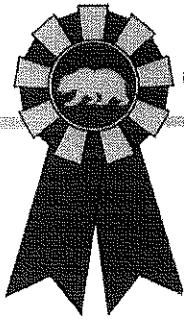
TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay the Project Cost shall survive termination of this LOU.

  
Randy Crabtree, Jr.  
Executive Officer  
California Construction Authority

Date

  
Michele Richards  
Chief Executive Officer  
OC Fair & Event Center

Date



# California Construction Authority

## Exhibit A

August 30, 2022

Project No. **032-22-090**

Subject: **32<sup>nd</sup> District Agricultural Association, Orange County Fair & Event Center  
OCFEC PSPS Project**

This cost proposal is for the management and handling of the **OCFEC PSPS Project** at the OC Fair & Event Center (Fair), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32<sup>nd</sup> District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The project consists of four phases:
  - Phase 1: Design Development
  - Phase 2: Construction Design
  - Phase 3: Bidding Process
  - Phase 4: Construction
- C. CCA will retain a qualified design engineer to design the project, prepare engineering plans, drawing, and specifications for bidding and construction purposes to conduct the project. This may include material selection, code compliance review, design drawings, and associated details. (Phase 1 and Phase 2).
  - The plans are to be prepared and stamped by a qualified registered engineer and reviewed and approved by CCA.
  - CCA will provide project management and administration services associated with the project design phases process.
- D. CCA will prepare and coordinate the bid documents, manage the bid solicitation, RFC process, job walk, Addendum process, and bid opening. The bid documents will include contracting information and technical specifications for bidding purposes. (Phase 3).
  - A single Bid Document will be prepared, with a single pre-bid meeting/job walk and bid opening event to address the project per directions prepared by the CCA. A single contractor will be engaged by CCA, to perform the construction work.



- CCA will review bids, check references, check licenses and registrations, public records requests, public works compliance, and issues notices to award construction contract.
- CCA will provide project management and administration services associated with the project design and bidding process.

E. Based upon the formal bidding process, CCA will engage the contractor to conduct the construction work in accordance with approved plans (Phase 4). The project scope of work consists of labor, equipment, and materials to upgrade and improve the PSPS Mitigation that consists of the following:

- **Costa Mesa Building:** The building is fed 2000 amp (A) electrical service through a 200A metered main switchboard located in the electric room inside of the building. Prior to installing backup power connections, relocation of existing electrical would be required as its current location creates challenges for adding equipment into the electrical room. To add backup power connections to the Costa Mesa Building the following will be completed:
  - Installation of a 2000A ATS and docking station adjacent to the wall in electrical room.
  - Connect the ATS to the switchgear using an 8 x 18 wireway.
  - Installation of a housekeeping pad, as necessary.
  - Integration of the ATS and docking station into the existing electrical system using proper wire, conduit, and connections.
- **Huntington Beach Building/Santa Ana Pavilion:** The Huntington Beach building and Santa Ana Pavilion are fed 2000A electrical service through a 2000A switchboard located at the west end of the Huntington Beach building. To add backup power connections to the Huntington Beach building and Santa Ana Pavilion the following will be completed:
  - Installation of a new 2000A ATS and docking station behind gear against the wall on the new, raised pad.
  - Connection of the ATS to the switchgear with 3R cable tray with 2000A line from main and 2000A load back to buss.
  - Integration of the ATS and docking station into the existing electrical service using appropriate wire, conduit, and connections.

F. CCA will provide project administration services associated with the project.

G. CCA will provide project inspection services associated with the project.



This cost proposal is for the Design Development, Construction Development, Bidding Process, Construction, 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 **OCFEC PSPS Project** at the **OC Fair & Event Center** are estimated to be **THREE HUNDRED FIFTY-ONE THOUSAND, SIX HUNDRED SIXTY-ONE and 16/100 DOLLARS (\$351,661.16)**, as detailed below. A breakdown of the estimated cost follows:

<u>PROJECT COSTS</u>		
<b>Phase 1: Design Development</b>	\$ 20,905.84	
<b>Phase 2: Construction Design</b>	\$ 27,054.61	
<b>Phase 3: Bidding Process</b>	\$ 10,019.02	
<b>Phase 4: Construction</b>	\$ 293,681.69	
		<b>\$ 351,661.16</b>
<b>Total Costs, with Fees</b>		<b>\$ 351,661.16</b>

Each Phase contains Contingency Funds. Any Contingency Funds not used during each Phase, will be transferred to the Contingency Funds of a later phase.

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 22-090**, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 22-005, 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 **Project Coordinator Cristina Rodriguez at (916) 610-4427**.



# California Construction Authority

1776 TRIBUTE Rd. SUITE 220  
SACRAMENTO, CA 95815

RECEPTION: (916) 263-6100  
FAX: (916) 263-6116

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

## Invoice

Invoice Number: 3391  
Invoice Date: 8/30/2022  
Customer Code: 32nd  
Project: 03222090  
Public Safety Power Shutoff

-Please make checks payable to California Construction Authority

Description	Amount
Phase 1: Design Development	20,905.84
Phase 2: Construction Design	27,054.61
Phase 3: Bidding Process	10,019.02
Phase 4: Construction	293,681.69
	<b>\$351,661.16</b>

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: [ap@ccauthority.org](mailto:ap@ccauthority.org)

Net Invoice: \$351,661.16

Sales Tax: 0.00

Invoice Total: \$351,661.16



# California Construction Authority

## **LETTER OF UNDERSTANDING – Amendment 3** **Lot G Utilities Upgrade**

To: 32<sup>nd</sup> DAA, OC Fair and Event Center

Date: October 21, 2022

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

Subject: Letter of Understanding No. 20-0085 (CCA Project No. 032-20-085)

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, Lot G Utilities Upgrade

SCHEDULE: To be completed by June 1, 2023

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. Total estimated project costs are **Nine Hundred Fifty-Four Thousand, Two Hundred-Nine and 82/100 Dollars (\$954,209.82)**.

2. On or before November 1, 2022. Fair shall remit funds to the Authority in the amount of **Two Hundred Seventy-Four Thousand, Nine Hundred Forty-Eight and 18/100 Dollars (\$274,948.18)**, which is the difference from previously received payment and 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 Director  
California Construction Authority

Date

*Michele A. Richards*  
Michele Richards  
Chief Executive Officer  
OC Fair & Event Center

Date

*10-27-22*

**OC Fair/32nd DAA  
Lot G Utility Upgrades  
Project Cost Breakdown**

	Original	Amendment 1	Amendment 2	Amendment 3	Total
<b>Engineering Services</b>					
Utility Design Services		39,000.00	1,000.00		40,000.00
Design Contingency 10%		3,900.00			3,900.00
Engineering Sub-Total	\$0.00	\$42,900.00	\$1,000.00	\$0.00	<b>\$43,900.00</b>
<b>BIDDING COSTS</b>					
Bid Solicitation Phase 1	1,500.00				1,500.00
Bid Solicitation Phase 2		1,500.00			1,500.00
Bid Solicitation Phase 3			1,500.00		1,500.00
Bidding Sub-Total	1,500.00	1,500.00	1,500.00		4,500.00
<b>CONSTRUCTION COSTS - ESTIMATED</b>					
Construction Cost -Lot G Utilities	116,500.00	372,500.00		260,402.00	749,402.00
Contingency 10%	11,650.00	37,250.00		26,040.20	74,940.20
Construction Sub-Total	\$ 128,150.00	\$ 409,750.00	\$ -	\$ 286,442.20	<b>\$ 824,342.20</b>
<b>**PROFESSIONAL SERVICES/CONSULTANTS</b>					
Special Inspections (12 inspections at \$500.00/ea)	2,000.00	4,000.00			6,000.00
Professional Services Sub-Total	\$ 2,000.00	\$ 4,000.00			<b>\$ 6,000.00</b>
<b>**REIMBURSABLES (Estimate)</b>					
Travel	1,500.00	1,500.00	750.00		3,750.00
Enhanced Worker Safety Program Oversight (24 hours @ \$102/hr)	816.00	1,632.00			2,448.00
Misc.	250.00				250.00
Reimbursable Sub-Total	\$ 2,566.00	\$ 3,132.00	\$ 750.00	\$ -	<b>\$ 6,448.00</b>
<b>MANAGEMENT/ADMINISTRATION FEES</b>					
Construction Project Admin Fee (9%) Original LOU billed at 11 & 10%	12,815.00	66,125.20		(11,494.02)	67,446.18
Other Direct Costs Handling Fee (3%)	136.98	1,383.96	52.50		1,573.44
Manage/Admin Sub-Total	\$ 12,951.98	\$ 67,509.16	\$ 52.50	\$ (11,494.02)	<b>\$ 69,019.62</b>
<b>Total by Phase</b>	<b>\$ 147,167.98</b>	<b>\$ 528,791.16</b>	<b>\$ 3,302.50</b>	<b>\$ 274,948.18</b>	
<b>Total Costs, with Fees and Estimated Costs</b>					<b>\$ 954,209.82</b>

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



# California Construction Authority

1776 TRIBUTE Rd. SUITE 220  
SACRAMENTO, CA 95815

RECEPTION: (916) 263-6100  
FAX: (916) 263-6116

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

## Invoice

Invoice Number: 3416  
Invoice Date: 10/25/2022  
Customer Code: 32nd  
Project: 03220085  
RV Utility Log G

**-Please make checks payable to California Construction Authority**

Description	Amount
LOU Amendment 3	274,948.18
	\$274,948.18

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [ap@ccauthority.org](mailto:ap@ccauthority.org)

Net Invoice:	\$274,948.18
Sales Tax:	0.00
Invoice Total:	\$274,948.18



# CALIFORNIA CONSTRUCTION AUTHORITY

## LETTER OF UNDERSTANDING Building 15 Demolition

To: 32<sup>nd</sup> DAA/OC Fair & Event Center Date: October 21, 2022

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

Subject: Letter of Understanding No. 22-113 (CCA Project No. **032-22-113**)

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, 32<sup>nd</sup> District Agricultural Association **Building 15 Demolition**  
SCHEDULE: Work to be completed by **January 1, 2023**  
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 **October 31, 2022**, Fair shall remit funds to the Authority in the amount of **Thirteen Thousand, Eight Hundred Ninety-Four And 00/100 Dollars (\$13,894.00)**, which is the current estimated Project Cost. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the Project Account. Upon receipt of such notice, Fair will immediately remit additional funds to the Authority.

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

Randy Crabtree, Jr.  
Executive Officer  
California Construction Authority

Date

*Michele Richards* 10-25-22  
Michele Richards  
Chief Executive Officer  
OC Fair & Event Center

Date



# California Construction Authority

## Exhibit A

October 21, 2022

Project No. 032-22-113

Subject: 32<sup>nd</sup> District Agricultural Association, Orange County Fair & Event Center  
Building 15 Demo Project

This cost proposal is for the management and handling of the **Building 15 Demo Project** at the OC Fair & Event Center (Fair), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32<sup>nd</sup> District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The project consists of three phases:
  - Phase 1: Design Development
  - Phase 2: Plan Review
  - Phase 3: Bidding Process
- C. CCA will retain a qualified design engineer to design the project, prepare engineering plans, drawing, and specifications for bidding and construction purposes to conduct the project. This may include material selection, code compliance review, design drawings, and associated details. (Phase 1 and Phase 2).
  - The plans are to be prepared and stamped by a qualified registered engineer and reviewed and approved by CCA.
  - CCA will perform a thorough plan review and code compliance check.
  - CCA will provide project management and administration services associated with the project design phases process.
- D. CCA will prepare and coordinate the bid documents, manage the bid solicitation, RFC process, job walk, Addendum process, and bid opening. The bid documents will include contracting information and technical specifications for bidding purposes. (Phase 3).
  - A single Bid Document will be prepared, with a single pre-bid meeting/job walk and bid opening event to address the project per directions prepared by the CCA. A single contractor will be engaged by CCA, to perform the construction work.
  - CCA will review bids, check references, check licenses and registrations, public records requests, public works compliance, and issues notices to award construction contract.
  - CCA will provide project management and administration services associated with the project design and bidding process.
- E. CCA will provide project administration services associated with the project.
- F. CCA will provide project administration services associated with the project.

**OC Fair/32nd DAA****Building 15 Demo****Project Cost Breakdown**

	Original	Construction	Total
<b>**PROFESSIONAL SERVICES/CONSULTANTS</b>			
Demolition Design Services	6,500.00		6,500.00
Design Contingency 10%	650.00		650.00
Special Inspections - TBD			-
			-
Professional Services Sub-Total	7,150.00	-	<b>7,150.00</b>
<b>CONSTRUCTION COSTS</b>			
Construction Cost - TBD			-
Contingency 10%			-
			-
Construction Sub-Total	-	-	-
<b>**REIMBURSABLES (Estimate)</b>			
Travel	1,500.00		1,500.00
Bid Advertisement	1,000.00		1,000.00
Misc.	250.00		250.00
			-
Reimbursable Sub-Total	2,750.00	-	<b>2,750.00</b>
<b>MANAGEMENT/ADMINISTRATION FEES</b>			
Design Phase Management Fee (T&M)	1,900.00		1,900.00
Bidding Phase Management Fee (T&M)	1,500.00		1,500.00
Enhanced Worker Safety Program Oversight (T&M)			-
Construction Project Admin Fee (CCA Fee Schedule %)			-
Other Direct Costs Handling Fee (6%)	594.00		594.00
			-
Manage/Admin Sub-Total	3,994.00	-	<b>3,994.00</b>
<b>Total by Phase</b> <b>\$ 13,894.00</b>			
<b>Total Costs, with Fees and Estimated Costs</b>			
**Costs identified as estimates are just that, actual costs will be accounted and reconciled at close of project.			

This cost proposal is for the Design Development, Construction Development, Bidding Process, Construction, 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 **Building 15 Demo Project** at the OC Fair & Event Center are estimated to be **Thirteen Thousand, Eight Hundred Ninety-Four And 00/100 Dollars (\$13,894.00)**, as detailed below. A breakdown of the estimated cost follows:

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 22-113**, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 22-113, 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 **Project Coordinator Cristina Rodriguez at (916) 610-4427**.



# California Construction Authority

## LETTER OF UNDERSTANDING Market Place & Banana Buildings Demolition

To: 32<sup>nd</sup> DAA/OC Fair & Event Center Date: October 21, 2022

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

Subject: Letter of Understanding No. 22-114 (CCA Project No. **032-22-114**)

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, 32<sup>nd</sup> District Agricultural Association **Market Place and Banana Buildings Demolition**  
SCHEDULE: Work to be completed by **January 1, 2023**  
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 **October 31, 2022** Fair shall remit funds to the Authority in the amount of **Twenty-Seven Thousand, Eight Hundred Nineteen And 60/100 Dollars (\$27,819.60)**, 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 10-25-22  
Michele Richards  
Chief Executive Officer  
OC Fair & Event Center

Date



# California Construction Authority

## Exhibit A

October 21, 2022

Project No.

**032-22-114**

Subject:

**32<sup>nd</sup> District Agricultural Association, Orange County Fair & Event Center  
Market Place & Gone Banana Buildings Demo Project**

This cost proposal is for the management and handling of the **Market Place & Gone Banana Buildings Demolition Project** at the OC Fair & Event Center (Fair), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32<sup>nd</sup> District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The project consists of three phases:
  - Phase 1: Design Development
  - Phase 2: Plan Review
  - Phase 3: Bidding Process
- C. CCA will retain a qualified design engineer to design the project, prepare engineering plans, drawing, and specifications for bidding and construction purposes to conduct the project. This may include material selection, code compliance review, design drawings, and associated details. (Phase 1 and Phase 2).
  - The plans are to be prepared and stamped by a qualified registered engineer and reviewed and approved by CCA.
  - CCA will perform a thorough plan review and code compliance check.
  - CCA will provide project management and administration services associated with the project design phases process.
- D. CCA will prepare and coordinate the bid documents, manage the bid solicitation, RFC process, job walk, Addendum process, and bid opening. The bid documents will include contracting information and technical specifications for bidding purposes. (Phase 3).
  - A single Bid Document will be prepared, with a single pre-bid meeting/job walk and bid opening event to address the project per directions prepared by the CCA. A single contractor will be engaged by CCA, to perform the construction work.
  - CCA will review bids, check references, check licenses and registrations, public records requests, public works compliance, and issues notices to award construction contract.
  - CCA will provide project management and administration services associated with the project design and bidding process.
- E. CCA will provide project administration services associated with the project.



**OC Fair/32nd DAA**  
**Market Place Demo**  
**Project Cost Breakdown**

	Original	Construction	Total
<b><u>**PROFESSIONAL SERVICES/CONSULTANTS</u></b>			
Demolition Design Services	18,100.00		18,100.00
Design Contingency 10%	1,810.00		1,810.00
Special Inspections - TBD			-
			-
Professional Services Sub-Total	19,910.00	-	<b>19,910.00</b>
<b><u>CONSTRUCTION COSTS</u></b>			
Construction Cost - TBD			-
Contingency 10%			-
			-
Construction Sub-Total	-	-	-
<b><u>**REIMBURSABLES (Estimate)</u></b>			
Travel	1,500.00		1,500.00
Bid Advertisement	1,000.00		1,000.00
Misc.	250.00		250.00
			-
Reimbursable Sub-Total	2,750.00	-	<b>2,750.00</b>
<b><u>MANAGEMENT/ADMINISTRATION FEES</u></b>			
Design Phase Management Fee (T&M)	2,300.00		2,300.00
Bidding Phase Management Fee (T&M)	1,500.00		1,500.00
Enhanced Worker Safety Program Oversight (T&M)			-
Construction Project Admin Fee (CCA Fee Schedule %)			-
Other Direct Costs Handling Fee (6%)	1,359.60		1,359.60
			-
Manage/Admin Sub-Total	5,159.60	-	<b>5,159.60</b>
<b>Total by Phase</b>	<b>\$ 27,819.60</b>	\$ -	
<b>Total Costs, with Fees and Estimated Costs</b>			<b>\$ 27,819.60</b>

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

This cost proposal is for the Design Development, Construction Development, Bidding Process, Construction, 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 **Market Place Demo Project** at the **OC Fair & Event Center** are estimated to be **Twenty-Seven Thousand, Eight Hundred Nineteen And 60/100 Dollars (\$27,819.60)**, as detailed below. A breakdown of the estimated cost follows:

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 22-114**, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 22-114, 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 **Project Coordinator Cristina Rodriguez at (916) 610-4427**.



# CALIFORNIA CONSTRUCTION AUTHORITY

## **LETTER OF UNDERSTANDING** **Beef Barn Buildings (3) Demolition**

To: 32<sup>nd</sup> DAA/OC Fair & Event Center

Date: October 21, 2022

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

Subject: Letter of Understanding No. 22-115 (CCA Project No. **032-22-115**)

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, 32<sup>nd</sup> District Agricultural Association **Beef Barn Buildings (3) Demolition**

**SCHEDULE:** Work to be completed by **January 1, 2023**

**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 **October 31, 2022**, Fair shall remit funds to the Authority in the amount of **Nineteen Thousand, Six Hundred Seventy-Three And 80/100 Dollars (\$19,673.80)**, 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* 10-25-22  
Michele Richards  
Chief Executive Officer  
OC Fair & Event Center

Date



# California Construction Authority

## Exhibit A

October 21, 2022

Project No. **032-22-115**

Subject: **32<sup>nd</sup> District Agricultural Association, Orange County Fair & Event Center  
Beef Barn Demo Project**

This cost proposal is for the management and handling of the **Beef Barn Buildings (3) Demolition Project** at the OC Fair & Event Center (Fair), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32<sup>nd</sup> District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The project consists of three phases:
  - Phase 1: Design Development
  - Phase 2: Plan Review
  - Phase 3: Bidding Process
- C. CCA will retain a qualified design engineer to design the project, prepare engineering plans, drawing, and specifications for bidding and construction purposes to conduct the project. This may include material selection, code compliance review, design drawings, and associated details. (Phase 1 and Phase 2).
  - The plans are to be prepared and stamped by a qualified registered engineer and reviewed and approved by CCA.
  - CCA will perform a thorough plan review and code compliance check.
  - CCA will provide project management and administration services associated with the project design phases process.
- D. CCA will prepare and coordinate the bid documents, manage the bid solicitation, RFC process, job walk, Addendum process, and bid opening. The bid documents will include contracting information and technical specifications for bidding purposes. (Phase 3).
  - A single Bid Document will be prepared, with a single pre-bid meeting/job walk and bid opening event to address the project per directions prepared by the CCA. A single contractor will be engaged by CCA, to perform the construction work.
  - CCA will review bids, check references, check licenses and registrations, public records requests, public works compliance, and issues notices to award construction contract.
  - CCA will provide project management and administration services associated with the project design and bidding process.
- E. CCA will provide project administration services associated with the project.



OC Fair/32nd DAA  
Beef Barn Demo  
Project Cost Breakdown

	Original	Construction	Total
<b>**PROFESSIONAL SERVICES/CONSULTANTS</b>			
Demolition Design Services	11,800.00		11,800.00
Design Contingency 10%	1,180.00		1,180.00
Special Inspections - TBD			-
Professional Services Sub-Total	12,980.00	-	<b>12,980.00</b>
<b>CONSTRUCTION COSTS</b>			
Construction Cost - TBD			-
Contingency 10%			-
Construction Sub-Total	-	-	-
<b>**REIMBURSABLES (Estimate)</b>			
Travel	1,500.00		1,500.00
Bid Advertisement	1,000.00		1,000.00
Misc.	250.00		250.00
Reimbursable Sub-Total	2,750.00	-	<b>2,750.00</b>
<b>MANAGEMENT/ADMINISTRATION FEES</b>			
Design Phase Management Fee (T&M)	1,500.00		1,500.00
Bidding Phase Management Fee (T&M)	1,500.00		1,500.00
Enhanced Worker Safety Program Oversight (T&M)			-
Construction Project Adminim Fee (CCA Fee Schedule %)			-
Other Direct Costs Handling Fee (6%)	943.80		943.80
Manage/Admin Sub-Total	3,943.80	-	<b>3,943.80</b>
<b>Total by Phase</b>	<b>\$ 19,673.80</b>	<b>\$ -</b>	
<b>Total Costs, with Fees and Estimated Costs</b>			<b>\$ 19,673.80</b>

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

This cost proposal is for the Design Development, Plan Review, Bidding Process, 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 **Beef Barn Buildings (3) Demolition Project** at the **OC Fair & Event Center** are estimated to be **Nineteen Thousand, Six Hundred Seventy-Three And 80/100 Dollars (\$19,673.80)**, as detailed below. A breakdown of the estimated cost follows:



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 22-115**, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 22-115, 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 **Project Coordinator Cristina Rodriguez at (916) 610-4427**.

# **Joint Powers Authority**

**Invoices Paid  
October 2022**

# O.C. Fair & Event Center

## CHECK REQUEST FORM

*✓ HAD 541*

Date: 09/06/22

Date Needed: 9/6/2022 Vendor Code (For Acct Use): CFFA

Check Amount: \$351,661.16 GL Account/Dept # (Required by Requester)

*Please attach all approved invoices, delivery receipts and Payee Data Record (if applicable)*

Vendor Name Payable To: CALIFORNIA CONSTRUCTION AUTHORITY

Vendor Address: 1776 TRIBUTE RD., SUITE# 220

SACRAMENTO, CA 95815

**Reason for Request:**

CONSTRUCTION DESIGN/PUBLIC SAFTEY POWER SHUTOFF

**Check Handling Instructions:**  
(Circle One)

Mail

Hold for Pickup

*I verify that all goods and services  
have been rendered and/or received.*

*Joan Hamil*  
VP, CHIEF BUSINESS DEV. OFFICER  
JOAN HAMIL

CHIEF FINANCIAL OFFICER  
MICHELE RICHARDS



This cost proposal is for the Design Development, Construction Development, Bidding Process, Construction, 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 **OCFEC PSPS Project** at the **OC Fair & Event Center** are estimated to be **THREE HUNDRED FIFTY-ONE THOUSAND, SIX HUNDRED SIXTY-ONE and 16/100 DOLLARS (\$351,661.16)**, as detailed below. A breakdown of the estimated cost follows:

<b>PROJECT COSTS</b>		
<b>Phase 1: Design Development</b>	\$ 20,905.84	
<b>Phase 2: Construction Design</b>	\$ 27,054.61	
<b>Phase 3: Bidding Process</b>	\$ 10,019.02	
<b>Phase 4: Construction</b>	\$ 293,681.69	
		<b>\$ 351,661.16</b>
<b>Total Costs, with Fees</b>		<b>\$ 351,661.16</b>

Each Phase contains Contingency Funds. Any Contingency Funds not used during each Phase, will be transferred to the Contingency Funds of a later phase.

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



# California Construction Authority

## LETTER OF UNDERSTANDING OCFEC PSPS Project

To: 32<sup>nd</sup> DAA/OC Fair & Event Center Date: August 30, 2022

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

Subject: Letter of Understanding No. 22-090 (CCA Project No. **032-22-090**)

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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, 32<sup>nd</sup> District Agricultural Association **OCFEC PSPS Project**  
SCHEDULE: Work to be completed by **June 30, 2023**  
FUNDING: CDFA Grant 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 **SEPTEMBER 16, 2022**, Fair shall remit funds to the Authority in the amount of **THREE HUNDRED FIFTY-ONE THOUSAND, SIX HUNDRED SIXTY-ONE and 16/100 DOLLARS (\$351,661.16)**, which is the current estimated Project Cost. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the Project Account. Upon receipt of such notice, Fair will immediately remit additional funds to the Authority.

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

---

Randy Crabtree, Jr.  
Executive Officer  
California Construction Authority

Date

---

Michele Richards  
Chief Executive Officer  
OC Fair & Event Center

Date



# California Construction Authority

## Exhibit A

August 30, 2022

Project No. **032-22-090**

Subject: **32<sup>nd</sup> District Agricultural Association, Orange County Fair & Event Center  
OCFEC PSPS Project**

This cost proposal is for the management and handling of the **OCFEC PSPS Project** at the OC Fair & Event Center (Fair), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32<sup>nd</sup> District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The project consists of four phases:
  - Phase 1: Design Development
  - Phase 2: Construction Design
  - Phase 3: Bidding Process
  - Phase 4: Construction
- C. CCA will retain a qualified design engineer to design the project, prepare engineering plans, drawing, and specifications for bidding and construction purposes to conduct the project. This may include material selection, code compliance review, design drawings, and associated details. (Phase 1 and Phase 2).
  - The plans are to be prepared and stamped by a qualified registered engineer and reviewed and approved by CCA.
  - CCA will provide project management and administration services associated with the project design phases process.
- D. CCA will prepare and coordinate the bid documents, manage the bid solicitation, RFC process, job walk, Addendum process, and bid opening. The bid documents will include contracting information and technical specifications for bidding purposes. (Phase 3).
  - A single Bid Document will be prepared, with a single pre-bid meeting/job walk and bid opening event to address the project per directions prepared by the CCA. A single contractor will be engaged by CCA, to perform the construction work.



- CCA will review bids, check references, check licenses and registrations, public records requests, public works compliance, and issues notices to award construction contract.
- CCA will provide project management and administration services associated with the project design and bidding process.

E. Based upon the formal bidding process, CCA will engage the contractor to conduct the construction work in accordance with approved plans (Phase 4). The project scope of work consists of labor, equipment, and materials to upgrade and improve the PSPS Mitigation that consists of the following:

- **Costa Mesa Building:** The building is fed 2000 amp (A) electrical service through a 200A metered main switchboard located in the electric room inside of the building. Prior to installing backup power connections, relocation of existing electrical would be required as its current location creates challenges for adding equipment into the electrical room. To add backup power connections to the Costa Mesa Building the following will be completed:
  - Installation of a 2000A ATS and docking station adjacent to the wall in electrical room.
  - Connect the ATS to the switchgear using an 8 x 18 wireway.
  - Installation of a housekeeping pad, as necessary.
  - Integration of the ATS and docking station into the existing electrical system using proper wire, conduit, and connections.
- **Huntington Beach Building/Santa Ana Pavilion:** The Huntington Beach building and Santa Ana Pavilion are fed 2000A electrical service through a 2000A switchboard located at the west end of the Huntington Beach building. To add backup power connections to the Huntington Beach building and Santa Ana Pavilion the following will be completed:
  - Installation of a new 2000A ATS and docking station behind gear against the wall on the new, raised pad.
  - Connection of the ATS to the switchgear with 3R cable tray with 2000A line from main and 2000A load back to buss.
  - Integration of the ATS and docking station into the existing electrical service using appropriate wire, conduit, and connections.

F. CCA will provide project administration services associated with the project.

G. CCA will provide project inspection services associated with the project.



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 22-090**, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 22-005, 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 **Project Coordinator Cristina Rodriguez at (916) 610-4427**.



# California Construction Authority

1776 TRIBUTE Rd. SUITE 220  
SACRAMENTO, CA 95815

RECEPTION: (916) 263-6100  
FAX: (916) 263-6116

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

## Invoice

Invoice Number: 3391  
Invoice Date: 8/30/2022  
Customer Code: 32nd  
Project: 03222090  
Public Safety Power Shutoff

-Please make checks payable to California Construction Authority

Description	Amount
Phase 1: Design Development	20,905.84
Phase 2: Construction Design	27,054.61
Phase 3: Bidding Process	10,019.02
Phase 4: Construction	293,681.69
	\$351,661.16

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [ap@ccauthority.org](mailto:ap@ccauthority.org)

Net Invoice: \$351,661.16

Sales Tax: 0.00

Invoice Total: \$351,661.16

GRANT AGREEMENT  
SIGNATURE PAGE

AGREEMENT NUMBER
22-1148-000-SG

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

RECIPIENT'S NAME

**32ND DISTRICT AGRICULTURAL ASSOCIATION ORANGE COUNTY FAIR**

2. The Agreement Term is: August 1, 2022 through June 30, 2023

3. The maximum amount of this Agreement is: \$351,661.16

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

Exhibit A: Prime Award Information 2 Page(s)

Recipient and Project Information

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 3 Page(s)

Attachments: Scope of Work and Budget

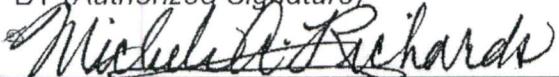
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (Organization's Name)

**32ND DISTRICT AGRICULTURAL ASSOCIATION ORANGE COUNTY FAIR**

BY (Authorized Signature)



DATE SIGNED

7-21-22

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele A. Richards, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626 STATE OF CALIFORNIA

AGENCY NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY (Authorized Signature)

 Lauren Boulanger

DATE SIGNED

Digitally signed by Lauren Boulanger  
Date: 2022.07.27 08:32:40 -07'00'

PRINTED NAME AND TITLE OF PERSON SIGNING

LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

CJ

## EXHIBIT A

### RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein: The PSPS Mitigation Project efforts will be conducted on the Costa Mesa Building, and Huntington Building/Santa Ana Pavilion by adding automatic transfer switches and docking stations. The improvements will enhance the states emergency preparedness capabilities, particularly in response to climate change.

Project Title: Public Safety Power Shutoff (PSPS) Mitigation

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Sofia Goss	Name: Michele Richards
Division/Branch: Marketing / Fairs & Expositions	Organization: 32ND District Agricultural Association Orange County Fair
Address: 1220 N Street	Address: 88 Fair Drive
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Costa Mesa, CA 92626
Phone: 916-900-5135	Phone: 714-708-1716
Email Address: sofia.goss@cdfa.ca.gov	Email Address: mrichards@ocfair.com

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Kaylen Yates	Name: <i>Ken Karns</i>
Division/Branch: Marketing / Fairs & Expositions	Organization: <i>32nd DAA</i>
Address: 1220 N Street	Address: <i>88 Fair Dr.</i>
City/State/Zip: Sacramento, CA 95814	City/State/Zip: <i>Costa Mesa, CA 92626</i>
Phone: 916-900-5027	Phone: <i>(714) 708-1716</i>
Email Address: kaylen.yates@cdfa.ca.gov	Email Address: <i>kkarns@ocfair.com</i>

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name: <i>Max Tang</i>
Organization: <i>32nd DAA</i>
Address: <i>88 Fair Dr.</i>
City/State/Zip: <i>Costa Mesa, CA 92626</i>
Phone: <i>(714) 708-1716</i>
Email Address: <i>mtang@ocfair.com</i>

## Linda Dorado

---

**From:** Cristina Rodriguez <crodriguez@ccauthority.org>  
**Sent:** Monday, October 3, 2022 2:19 PM  
**To:** Bren Walker; Ken Karns; \*Accounting E-mail  
**Cc:** Sean Slay  
**Subject:** LOU, Exhibit A, Invoice: 32-22-090 OC PSPS  
**Attachments:** LOU 32-22-090.pdf; Exhibit A 32-22-090.pdf; CCA AR Invoice 032-22-090 OC PSPS.pdf; OC CDFA Executed Agreement.pdf

**Importance:** High

Hello, Ken and OCFEC Accounting.

Please advise on the status of the attached LOU Agreement. Please for sign and submit. I also attached the CDFA executed agreement for transparency and continuity.

CCA has already begun work on this project and we have a first draft of plans going into plan review this week.

Thank you and my best,

California  
Construction  
Authority



Cristina Rodriguez  
Construction Project Coordinator I

Email: crodriguez@ccauthority.org  
Office: 916.610.4427  
Fax: 916.263.6116

1776 Tribute Rd, Suite 220  
Sacramento, CA 95815

---

**From:** Bren Walker <bwalker@ccauthority.org>  
**Sent:** Tuesday, August 30, 2022 3:24 PM  
**To:** Ken Karns <KKarns@ocfair.com>; accounting@ocfair.com  
**Cc:** Sean Slay <sslay@ccauthority.org>; Cristina Rodriguez <crodriguez@ccauthority.org>  
**Subject:** LOU, Exhibit A, Invoice: 32-22-090 OC PSPS

Hello, Ken and OCFEC Accounting.

Please see the attached LOU for signature and invoice. I also attached the CDFA executed agreement for transparency and continuity.

CCA has already begun work on this project and we have a first draft of plans going into plan review this week.

Thank you and my best,

**California  
Construction  
Authority**



**Bren Walker**  
**Construction Project Coordinator II**

**Email:** [bwalker@ccauthority.org](mailto:bwalker@ccauthority.org)  
**Office:** 916.570.3042  
**Cell:** 530.755.8300  
**Fax:** 916.263.6116

1776 Tribute Rd, Suite 220  
Sacramento, CA 95815

## Linda Dorado

---

**From:** Ken Karns  
**Sent:** Tuesday, October 4, 2022 8:18 AM  
**To:** 'Cristina Rodriguez'; Bren Walker; \*Accounting E-mail  
**Cc:** Sean Slay  
**Subject:** RE: LOU, Exhibit A, Invoice: 32-22-090 OC PSPS

This is on the Board of Directors meeting agenda for this Thursday. Will execute once approved.

Thank you,

**Ken Karns**  
Chief Operating Officer  
[kkarns@ocfair.com](mailto:kkarns@ocfair.com)  
(714) 708-1522 Office  
(714) 380-1218 Mobile



32nd District Agricultural Association, State of California  
88 Fair Drive, Costa Mesa, Calif. 92626  
<http://www.ocfair.com>

---

**From:** Cristina Rodriguez <[crodriguez@ccauthority.org](mailto:crodriguez@ccauthority.org)>  
**Sent:** Monday, October 3, 2022 2:19 PM  
**To:** Bren Walker <[bwalker@ccauthority.org](mailto:bwalker@ccauthority.org)>; Ken Karns <[KKarns@ocfair.com](mailto:KKarns@ocfair.com)>; \*Accounting E-mail <[\\*AccountingEmail@ocfair.com](mailto:AccountingEmail@ocfair.com)>  
**Cc:** Sean Slay <[sslay@ccauthority.org](mailto:sslay@ccauthority.org)>  
**Subject:** LOU, Exhibit A, Invoice: 32-22-090 OC PSPS  
**Importance:** High

Hello, Ken and OCFEC Accounting.

Please advise on the status of the attached LOU Agreement. Please for sign and submit. I also attached the CDFA executed agreement for transparency and continuity.

CCA has already begun work on this project and we have a first draft of plans going into plan review this week.

Thank you and my best,

CALIFORNIA  
CONSTRUCTION  
AUTHORITY



**Cristina Rodriguez**  
**Construction Project Coordinator I**

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**From:** Bren Walker <[bwalker@ccauthority.org](mailto:bwalker@ccauthority.org)>

**Sent:** Tuesday, August 30, 2022 3:24 PM

**To:** Ken Karns <[KKarns@ocfair.com](mailto:KKarns@ocfair.com)>; [accounting@ocfair.com](mailto:accounting@ocfair.com)

**Cc:** Sean Slay <[sslay@ccauthority.org](mailto:sslay@ccauthority.org)>; Cristina Rodriguez <[crodriguez@ccauthority.org](mailto:crodriguez@ccauthority.org)>

**Subject:** LOU, Exhibit A, Invoice: 32-22-090 OC PSPS

Hello, Ken and OCFEC Accounting.

Please see the attached LOU for signature and invoice. I also attached the CDFA executed agreement for transparency and continuity.

CCA has already begun work on this project and we have a first draft of plans going into plan review this week.

Thank you and my best,

CALIFORNIA  
CONSTRUCTION  
AUTHORITY



**Bren Walker**  
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