

OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
AS OF JANUARY 31, 2023

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
California Fair Financing Authority	03213031/B	8/15/2013	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70
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
California Construction Authority	03222090	8/30/2022	OCFEC PSPS Project	CCA	\$351,661.16
California Construction Authority	03222085	10/21/2022	Lot G Utilities Upgrade	CCA	\$950,907.32
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
New					
California Construction Authority	03222102	1/25/2023	2023 Storm Water Program Assistance	CCA	\$48,480.00
California Construction Authority	03223006	1/26/2023	Huntington Beach HVAC (Bidding & Construction)	CCA	\$68,130.80



California Construction Authority

LETTER OF UNDERSTANDING 2023 STORM WATER PROGRAM ASSISTANCE

To: 32nd DAA/OC Fair & Event Center Date: January 25, 2023
From: Randy Crabtree, Jr. Executive Office
California Construction Authority
Subject: Letter of Understanding No. 22-102 (CCA Project No. 032-22-102)

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 2023 Storm Water Program
SCHEDULE: Assistance Work to be completed by **December 31, 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 **February 1, 2023**, Fair shall remit funds to the Authority in the amount of **FORTY-EIGHT THOUSAND, FOUR HUNDRED EIGHTY and 00/100 DOLLARS (\$48,480.00)**, 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
Chief Executive Officer
OC Fair & Event Center

Date



California Construction Authority

Exhibit A

January 15, 2023

Project No. **032-22-102**
Subject: **32nd DAA OC Fair & Event Center**
2023 Storm Water Program Assistance

This cost proposal is for the management and handling of the Fuscoe Engineering contract for the 2023 Storm Water Program Assistance 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 32nd District Agricultural Association (DAA) OC Fair & Event Center (Fair).
- B. The Fuscoe scope of work includes:
 1. Technical Support
 2. SWMP Updates
 3. Quarterly Review of Storm Water Compliance Activities
 4. 2023 Annual Report
 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 **2023 Storm Water Program Assistance** at the **32nd DAA OC Fair & Event Center** are estimated to be **FORTY-EIGHT THOUSAND, FOUR HUNDRED EIGHTY and 00/100 DOLLARS (\$48,480.00)**, as detailed below. A breakdown of the estimated cost follows:



**32nd DAA OC Fair & Event Center
2023 Stormwater Program Assistance
Project Cost Breakdown**

<u>PROJECT COSTS</u>		
Consultant Costs Cost		\$46,000.00
CCA Project Management Cost		\$1,000.00
	Project Sub-Total	\$47,000.00
<u>**REIMBURSABLES (Estimate)</u>		
Travel		\$0.00
Misc.		\$100.00
	Reimbursable Sub-Total	\$100.00
<u>MANAGEMENT/ADMINISTRATION FEES</u>		
Project Administration Fee (3%)		\$1,380.00
	Management/Administration Fees Sub-Total	\$1,380.00
Total Costs, with Fees and Estimated Costs		\$48,480.00

**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 22-102**, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU **22-102**, 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 **CCA's Program Manager Bren Walker at (530) 755-8300**.



California Construction Authority

LETTER OF UNDERSTANDING Huntington Beach HVAC (Bidding & Construction)

To: 32nd DAA/OC Fair & Event Center Date: January 26, 2023

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

Subject: Letter of Understanding No. 23-006 (CCA Project No. **032-23-006**)

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 **Huntington Beach HVAC (Bidding, & Construction)**

SCHEDULE: Work to be completed by **May 31, 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 **February 10, 2023**, Fair shall remit funds to the Authority in the amount of **Sixty-Eight Thousand, One Hundred Thirty And 80/100 Dollars (\$68,130.80)**, which is the current estimated Project Cost. Authority will notify Fair in writing if 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

DocuSigned by:
Michele Richards
87DC9C78193C4A1...
Michele Richards
Chief Executive Officer
OC Fair & Event Center

1/30/2023

Date

DS
JR

DS
KR

California Construction Authority
1776 TRIBUTE Rd., SUITE 220 - SACRAMENTO, CA 95815 - (916) 263-6100

DS
JE
kk



Exhibit A

January 26, 2023

Project No. **032-23-006**
Subject: **32nd District Agricultural Association**
Huntington Beach HVAC (Bidding, & Construction)

This cost proposal is for the management and handling of the Huntington Beach HVAC (Bidding, & Construction) 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 32nd District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The scope of work includes:
 - 1. Bidding
 - 2. Enhanced Worker Oversight
 - 3. Special Inspection
 - 4. Installation of the two 10-Ton HVAC units on Huntington Beach Building
- 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 **Huntington Beach HVAC (Bidding & Construction)** project at the **OC Fair & Event Center** are estimated to be **Sixty-Eight Thousand, One Hundred Thirty And 80/100 Dollars (\$68,130.80)**, as detailed below. A breakdown of the estimated cost follows:



**OC Fair/32nd DAA
Huntington Beach HVAC
Project Cost Breakdown**

	Original	Total
<u>**PROFESSIONAL SERVICES/CONSULTANTS</u>		
		-
		-
		-
		-
Professional Services Sub-Total	-	-
<u>CONSTRUCTION COSTS</u>		
Construction Cost - TBD	50,000.00	50,000.00
Contingency 10%	5,000.00	5,000.00
		-
Construction Sub-Total	55,000.00	55,000.00
<u>**REIMBURSABLES (Estimate)</u>		
Travel	780.00	780.00
Bid Advertisement	750.00	750.00
Misc.	250.00	250.00
		-
Reimbursable Sub-Total	1,780.00	1,780.00
<u>MANAGEMENT/ADMINISTRATION FEES</u>		
Design Phase Management Fee (T&M)		-
Bidding Phase Management Fee (T&M)	1,500.00	1,500.00
Enhanced Worker Safety Program Oversight (T&M)	3,750.00	3,750.00
Construction Project Admin Fee (CCA Fee Schedule %)	6,000.00	6,000.00
Other Direct Costs Handling Fee (6%)	106.80	106.80
		-
Manage/Admin Sub-Total	11,356.80	11,356.80
Total by Phase	\$ 68,136.80	
Total Costs, with Fees and Estimated Costs		\$ 68,136.80

**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 23-006**, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 23-006, 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 Manager Sean Slay at (916) 470-4673**.

Certificate Of Completion

Envelope Id: 37263336E0334755A6A5E6067C896965

Status: Sent

Subject: Complete with DocuSign: LOU 32-23-006 Huntington Beach HVAC.pdf

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 4

Sean Slay

AutoNav: Enabled

1776 Tribute Rd Suite 220

EnvelopeD Stamping: Enabled

Sacramento, CA 95815

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

sslay@ccauthority.org

IP Address: 207.183.250.90

Record Tracking

Status: Original

Holder: Sean Slay

Location: DocuSign

1/26/2023 4:58:53 PM

sslay@ccauthority.org

Signer Events**Signature****Timestamp**

Josiah Velichko



Sent: 1/26/2023 5:04:09 PM

jvelichko@ccauthority.org

Viewed: 1/27/2023 1:07:04 PM

Security Level: Email, Account Authentication
(None)

Signed: 1/27/2023 1:09:42 PM

Signature Adoption: Pre-selected Style
Using IP Address: 207.183.250.90**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign



Sent: 1/27/2023 1:09:45 PM

Kristie Riddlesperger

Viewed: 1/27/2023 2:25:23 PM

kriddlesperger@ccauthority.org

Signed: 1/27/2023 2:35:28 PM

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 207.183.250.90**Electronic Record and Signature Disclosure:**

Accepted: 12/14/2022 10:03:10 AM

Sent: 1/27/2023 2:35:32 PM

ID: 1745a9c8-b248-4a5f-a021-ccd240617ed4



Viewed: 1/27/2023 4:13:21 PM

Jerry Eldridge

Signed: 1/27/2023 4:21:28 PM

jeldridge@ocfair.com

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 173.196.192.88**Electronic Record and Signature Disclosure:**

Accepted: 1/27/2023 4:13:21 PM

Sent: 1/27/2023 4:21:32 PM

ID: e363c38f-f1eb-467e-882e-aedfbe62147a



Viewed: 1/27/2023 4:49:34 PM

Ken Karns

Signed: 1/27/2023 4:50:36 PM

kkarns@ocfair.com

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 173.196.192.88**Electronic Record and Signature Disclosure:**

Accepted: 1/26/2023 9:01:24 AM

Sent: 1/27/2023 4:21:32 PM

ID: 3d184e1a-0603-4bff-bd74-38b69041ee1d



Viewed: 1/27/2023 4:49:34 PM

Signer Events	Signature	Timestamp
Michele Richards mrichards@ocfair.com Security Level: Email, Account Authentication (None)	 DocuSigned by: Michele Richards 87DC9C78193C4A1...	Sent: 1/27/2023 4:50:40 PM Viewed: 1/30/2023 8:54:30 AM Signed: 1/30/2023 8:54:41 AM
Electronic Record and Signature Disclosure: Accepted: 1/30/2023 8:54:30 AM ID: ce1154e4-6e5d-41eb-91bf-aa3ee4215ab0		
Randy Crabtree, Jr. rcrabtree@ccauthority.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 12/13/2022 4:53:19 PM ID: c8fa7ea1-a8d6-44b1-8a55-d19b77205adf		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/26/2023 5:04:09 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, California Construction Authority (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact California Construction Authority:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mlee@ccauthority.org

To advise California Construction Authority of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mlee@ccauthority.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from California Construction Authority

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mlee@ccauthority.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with California Construction Authority

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mlee@ccauthority.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify California Construction Authority as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by California Construction Authority during the course of your relationship with California Construction Authority.

Joint Powers Authority

**Invoices Paid
January 2023**

O.C. Fair & Event Center

CHECK REQUEST FORM

Date: 02/08/23

Date Needed: 2/8/2023

Vendor Code (Acct): CFFA

Check Amount: \$68,136.80

GL Account/Dept # 1820-00-23B07-A

Vendor Name Payable To: CALIFORNIA CONSTRUCTION AUTHORITY

Vendor Address: 1776 TRIBUTE RD., SUITE# 220

SACRAMENTO, CA 95815

Phone: _____

Reason for Request: _____

VENDOR REQUEST/LETTER OF UNDERSTANDING

** pending Signatures*

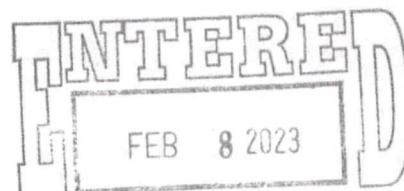
Check Handling Instructions: _____

K

CHIEF OPERATING OFFICER
KEN KARNS

M

CHIEF EXECUTIVE OFFICER
MICHELE RICHARDS



By: *LD*

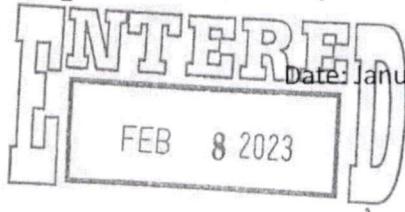


California Construction Authority

LETTER OF UNDERSTANDING

Huntington Beach HVAC (Bidding & Construction)

To: 32nd DAA/OC Fair & Event Center
 From: Randy Crabtree, Jr. Executive Office
 California Construction Authority
 Subject: Letter of Understanding No. 23-006 (CCA Project No. 032-23-006)



Date: January 26, 2023

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 **Huntington Beach HVAC (Bidding, & Construction)**
SCHEDULE: Work to be completed by **May 31, 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 **February 10, 2023**, Fair shall remit funds to the Authority in the amount of **Sixty-Eight Thousand, One Hundred Thirty And 80/100 Dollars (\$68,130.80)**, which is the current estimated Project Cost. Authority will notify Fair in writing if 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.

DocuSigned by:

F1/C278134947C
 Randy Crabtree, Jr.
 Executive Officer
 California Construction Authority

2/8/2023

Date

DocuSigned by:

87DC9C78193C4A1
 Michele Richards
 Chief Executive Officer
 OC Fair & Event Center

1/30/2023

Date

gr

KR

California Construction Authority
 1776 Tribute Rd., Suite 220 - SACRAMENTO, CA 95815 - (916) 263-6100

DS JE

DS kk



Exhibit A

January 26, 2023

Project No. **032-23-006**
 Subject: **32nd District Agricultural Association**
Huntington Beach HVAC (Bidding, & Construction)

Ready for a
 check to
 be cut & sent
 please
 TKS/
 for
 account

1820-00-23B07-A

This cost proposal is for the management and handling of the Huntington Beach HVAC (Bidding, & Construction) 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 32nd District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The scope of work includes:
 - 1. Bidding
 - 2. Enhanced Worker Oversight
 - 3. Special Inspection
 - 4. Installation of the two 10-Ton HVAC units on Huntington Beach Building
- 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 **Huntington Beach HVAC (Bidding & Construction) project** at the **OC Fair & Event Center** are estimated to be **Sixty-Eight Thousand, One Hundred Thirty And 80/100 Dollars (\$68,130.80)**, as detailed below. A breakdown of the estimated cost follows:



OC Fair/32nd DAA
Huntington Beach HVAC
Project Cost Breakdown

	Original	Total
<u>**PROFESSIONAL SERVICES/CONSULTANTS</u>		
	-	-
	-	-
	-	-
Professional Services Sub-Total	-	-
<u>CONSTRUCTION COSTS</u>		
Construction Cost - TBD	50,000.00	50,000.00
Contingency 10%	5,000.00	5,000.00
Construction Sub-Total	55,000.00	55,000.00
<u>**REIMBURSABLES (Estimate)</u>		
Travel	780.00	780.00
Bid Advertisement	750.00	750.00
Misc.	250.00	250.00
Reimbursable Sub-Total	1,780.00	1,780.00
<u>MANAGEMENT/ADMINISTRATION FEES</u>		
Design Phase Management Fee (T&M)		-
Bidding Phase Management Fee (T&M)	1,500.00	1,500.00
Enhanced Worker Safety Program Oversight (T&M)	3,750.00	3,750.00
Construction Project Admin Fee (CCA Fee Schedule %)	6,000.00	6,000.00
Other Direct Costs Handling Fee (6%)	106.80	106.80
Manage/Admin Sub-Total	11,356.80	11,356.80
Total by Phase	\$ 68,136.80	
Total Costs, with Fees and Estimated Costs		\$ 68,136.80

**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 23-006**, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 23-006, 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 Manager Sean Slay at (916) 470-4673.**

Certificate Of Completion

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Sean Slay

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jvelichko@ccauthority.org

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Jerry Eldridge

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jeldridge@ocfair.com

Signature Adoption: Pre-selected Style
Using IP Address: 173.196.192.88

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

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Sent: 1/27/2023 4:21:32 PM

ID: e363c38f-f1eb-467e-882e-aedfbe62147a

Viewed: 1/27/2023 4:49:34 PM

Ken Karns

Signed: 1/27/2023 4:50:36 PM

kkarns@ocfair.com

Signature Adoption: Pre-selected Style
Using IP Address: 173.196.192.88

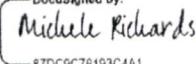
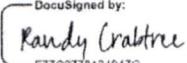
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Michele Richards mrichards@ocfair.com Security Level: Email, Account Authentication (None)	<p>DocuSigned by:  87DC9C78193C4A1</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 173.196.192.88</p>	<p>Sent: 1/27/2023 4:50:40 PM Viewed: 1/30/2023 8:54:30 AM Signed: 1/30/2023 8:54:41 AM</p>
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Randy Crabtree rcrabtree@ccauthority.org Randy C Crabtree, CEO Security Level: Email, Account Authentication (None)	<p>DocuSigned by:  F77C2778134947C</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 207.183.250.90</p>	<p>Sent: 1/30/2023 8:54:45 AM Viewed: 2/8/2023 12:25:49 PM Signed: 2/8/2023 12:26:12 PM</p>
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Accepted: 12/13/2022 4:53:19 PM ID: c8fa7ea1-a8d6-44b1-8a55-d19b77205adf		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	1/26/2023 5:04:09 PM 2/8/2023 12:25:49 PM 2/8/2023 12:26:12 PM 2/8/2023 12:26:12 PM
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