

OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
MARCH 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	8/30/202	OCFEC PSPS Project	CCA	\$351,661.16
California Construction Authority	03220085	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
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
New					
California Construction Authority	03223001	3/1/2023	Administration Office Addition	CCA	\$1,559,745.78
Amendments					
California Construction Authority	03222005 (Amend. #2)	2/21/2023	Serenity Walk (Construction Docs, Bidding & Construction)	CCA	\$317,000.00
California Construction Authority	03222114 (Amend. #1)	3/2/2023	Market Place & Banana Bildings Demolition	CCA	\$399,104.00



California Construction Authority

LETTER OF UNDERSTANDING Administration Office Addition

To: 32nd DAA/OC Fair & Event Center Date: March 17, 2023

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

Subject: Letter of Understanding No. 23-001 (CCA Project No. **032-23-001**)

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 **Administration Office Addition**
SCHEDULE: Work to be completed by **February 28, 2025**
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 **March 30, 2023**, Fair shall remit funds for the Administration Addition Design Development, Construction Documents, and Bidding Phase to the Authority in the amount of **One Million, Five Hundred Fifty-Nine Thousand, Seven Hundred Forty-Five and 78/100 Dollars (\$1,559,745.78)**, which is a portion of 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 the termination of this LOU.

Randy Crabtree, Jr.
Executive Officer
California Construction Authority

Date

Michele Richards
Chief Executive Officer
OC Fair & Event Center

Date



Exhibit A

Project No. **032-23-001**
Subject: **32nd District Agricultural Association**
Administration Building Addition (Design Development, Construction Documents, and Bidding Phase)

This cost proposal is for the management and handling of the **Administration Building Addition (Design Development, Construction Documents, and Bidding Phase)** project at the OC Fair & Event Center (Fair), and is based upon the following Scope of Work:

- A. The proposed project's site is at the 32nd District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The scope of work includes:
 - 1. Design Development, Construction Documents, and Bidding Phase of an approximately 15,000-square-foot Administration Building Addition
 - 2. Retain a qualified Architectural and Engineer Design Team, which will include all specialty design professions required.
 - 3. Design Phase Management
 - 4. Perform Plan review
 - 5. Submit all Agency Reviews and Quality Assurance Checks i.e., CEQA, OSFM & DSA
 - 6. Bidding Phase Management
- C. CCA will provide all project administration services associated with the project.
- D. It is understood that the Tentative Project Milestones are as follows:
 - ✓ March 2023 – CCA Engaged
 - ✓ March 2023 – Develop Design Team Qualifications with CCA, OCFEC Staff and the Board Facilities Committee
 - ✓ April 2023 – Develop Request for Proposal (RFP)
 - ✓ April/May 2023 – RFP Issued
 - ✓ May/June 2023 – RFP Responses received
 - ✓ June 2023 – Scoring Meeting
 - ✓ June 2023 – Award Design Agreement
 - ✓ June 2023 – Design Kickoff Meeting
 - ✓ July through December 2023 – Needs Assessments/Design Development Meetings with CCA, OCFEC Staff and the Board Facilities Committee; regular updates and actions as needed to the full Board of Directors
 - ✓ August 2023 – Ongoing Design Development
 - ✓ September 2023 – Design 30% Complete
 - ✓ October 2023 – Design 60% Complete, running parallel with CEQA requirements



- ✓ November 2023 – Ongoing Design Development
- ✓ December 2023 – Admin Design 90% Complete
- ✓ January 2024 – Final Design 100% Complete
- ✓ January 2024 – Issue Bid Package for Advertising
- ✓ January/February – Bid Opening

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 **Administration Building Addition Project** at the **OC Fair & Event Center** are estimated to be **Twenty-Three Million, Eight Hundred Ninety-Five Thousand, Forty-Eight And 00/100 Dollars (\$23,895,048.00)**, as detailed below. A breakdown of the estimated cost follows:



OC Fair/32nd DAA
Administration Office Addition
Project Cost Breakdown

DesignDev/CD's

	/Bidding	Construction	Total
**PROFESSIONAL SERVICES/CONSULTANTS			
Architectural Services - Estimated total thru construction	924,117.92	220,028.08	1,144,145.99
Misc A&E Travel/Printing etc.	22,002.81	66,008.42	88,011.23
Professional Services Sub-Total	946,120.72	286,036.50	1,232,157.22
CONSTRUCTION COSTS - Estimated			
Construction Cost		17,602,246.00	17,602,246.00
Contingency 10%		1,760,224.60	1,760,224.60
Construction Sub-Total	-	19,362,470.60	19,362,470.60
**REIMBURSABLES (Estimate)			
Travel	6,160.79	52,806.74	58,967.53
Plan Review	18,500.00	3,873.10	22,373.10
Inspection Services		132,016.85	132,016.85
Misc.	2,500.00	5,000.00	7,500.00
Reimbursable Sub-Total	27,160.79	193,696.69	220,857.48
MANAGEMENT/ADMINISTRATION FEES			
Admim Fee (CCA Fee Schedule 9%)	528,067.38	1,056,134.76	1,584,202.14
Project Oversight			
Design Development Phase Management Fee			
Construction Document Phase Management Fee			
Bidding Phase Management Fee			
Enhanced Worker Safety Oversight			
Permitting			
Commissioning			
Other Direct Costs Handling Fee (6%)	58,396.89	28,783.99	87,180.88
Manage/Admin Sub-Total	586,464.27	1,084,918.75	1,671,383.02
 Total by Phase \$ 1,559,745.78 \$ 20,927,122.53			
FF&E, Tech, & Insur @ 8% of Construction Costs			
Total Costs, with Fees and Estimated Costs			
\$ 1,408,179.68			
\$ 23,895,048.00			

**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 the proportionate share of costs and expenses attributed to CCA as a result of CCA's 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 the 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 an 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 23-001**, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 23-001, 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) 570-3041**



California Construction Authority

LETTER OF UNDERSTANDING/AMENDMENT 02 SERENITY WALK (Construction Docs, Bidding, & Construction)

To: 32nd DAA/OC Fair & Event Center Date: February 21, 2023

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

Subject: Letter of Understanding No. 22-005 (CCA Project No. **032-22-005**)

This Letter of Understanding ("LOU") **Amendment 02** 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 **Serenity Walk (Construction Docs, Bidding, & Construction)**

SCHEDULE: Work to be completed by **May 21, 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 **August 12, 2022**, Fair shall remit funds to the Authority in the amount of **Three Hundred Seventeen Thousand And 00/100 Dollars (\$317,000.00)**, 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:

Randy Crabtree
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3/2/2023

Randy Crabtree, Jr.
Executive Officer
California Construction Authority

Date

DocuSigned by:

Michael Richards
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2/27/2023

Michele Richards
Chief Executive Officer
OC Fair & Event Center

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



California Construction Authority

Exhibit A

February 21, 2023

Project No. **032-22-005**
Subject: **32nd District Agricultural Association**
Serenity Walk (Construction Docs, Bidding, & Construction)

This cost proposal is for the management and handling of the Serenity Walk (Construction Docs, Bidding, & Construction) project at the OC Fair & Event Center (Fair), and is based upon the following Scope of Work:

- A. The proposed project's site is at the 32nd District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The scope of work includes:
 - 1. Develop Construction Documents
 - 2. Plan Review
 - 3. Bidding
 - 4. Enhanced Worker Oversight
 - 5. Special Inspection
 - 6. Construction of the Serenity Walk Landscape Improvements
- 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 **Serenity Walk (Construction Docs, Bidding, & Construction)** project at the **OC Fair & Event Center** are estimated to be **Eight Hundred Seventeen Thousand And 00/100 Dollars (\$817,000.00)**, as detailed below. A breakdown of the estimated cost follows:



OC Fair/32nd DAA
Serenity Walk - Base Bid
Project Cost Breakdown

	Original	Actual	Total
**PROFESSIONAL SERVICES/CONSULTANTS			
Landscape Architectural Services	45,000.00		45,000.00
Design Contingency 10%	-		-
Plan Review	950.00		950.00
Special Inspections - Estimated	8,500.00		8,500.00
Professional Services Sub-Total	54,450.00	-	54,450.00
CONSTRUCTION COSTS			
Construction Cost - Base Bid	350,000.00	79,975.00	429,975.00
Add Alt 1		163,813.00	163,813.00
Add Alt 2		26,003.00	26,003.00
Contingency 10%	35,000.00	20,230.00	55,230.00
Construction Sub-Total	385,000.00	290,021.00	675,021.00
**REIMBURSABLES (Estimate)			
Travel	3,000.00		3,000.00
Bid Advertisement	2,350.00		2,350.00
Reproduction Services	500.00		500.00
Misc.	250.00		250.00
Reimbursable Sub-Total	6,100.00	-	6,100.00
MANAGEMENT/ADMINISTRATION FEES			
Design Phase Management Fee (T&M)			-
Bidding Phase Management Fee (T&M)	1,200.00		1,200.00
Inspection Services (T%M)	3,500.00		3,500.00
Enhanced Worker Safety Program Oversight (T&M)	8,086.00		8,086.00
Construction Project Admin Fee (CCA Fee Schedule %)	39,500.00	26,979.00	66,479.00
Other Direct Costs Handling Fee (3%)	2,164.00		2,164.00
Manage/Admin Sub-Total	54,450.00	26,979.00	81,429.00
Total by Phase	\$ 500,000.00	\$ 317,000.00	
Total Costs, with Fees and Estimated Costs			\$ 817,000.00

**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 22-005**, 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 Manager **Sean Slay** at **(916) 470-4673**.



California Construction Authority

LETTER OF UNDERSTANDING – Amendment #1 Market Place and Banana Buildings Demolition

To: 32nd DAA/OC Fair & Event Center Date: March 2, 2023

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, 32nd District Agricultural Association **Market Place and Banana Buildings Demolition**
SCHEDULE: Work to be completed by **May 19, 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 **March 10, 2023**, Fair shall remit funds to the Authority in the amount of **Three Hundred Ninety-Nine Thousand, One Hundred Four and 00/100 Dollars (\$399,104.00)**, 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.

DocuSigned by:

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Randy Crabtree, Jr.
Executive Officer
California Construction Authority

3/7/2023

Date

DocuSigned by:

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Michele Richards
Chief Executive Officer
OC Fair & Event Center

3/6/2023

Date

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JEDS
kkDS
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JR



Exhibit A

March 2, 2023

Project No. **032-22-114**

Subject: **32nd District Agricultural Association, Orange County Fair & Event Center
Market Place & Banana Buildings Demo Project**

This cost proposal is for the management and handling of the **Market Place & 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 32nd District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The project consists of the remaining construction phase:
 - Phase 4: Award a Construction Contract to perform demolition and improvements.
 - CCA will provide project management, and inspection services associated with the project construction phase process.
- C. CCA will provide project administration services associated with the project.



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

	Original	Construction	Total
<u>**PROFESSIONAL SERVICES/CONSULTANTS</u>			
Demolition Design Services	18,100.00	4,800.00	22,900.00
Design Contingency 10%	1,810.00		1,810.00
Special Inspections - TBD		2,300.00	2,300.00
			-
Professional Services Sub-Total	19,910.00	7,100.00	27,010.00
<u>CONSTRUCTION COSTS</u>			
Construction Cost		308,500.00	308,500.00
Contingency 10%		30,850.00	30,850.00
			-
Construction Sub-Total	-	339,350.00	339,350.00
<u>**REIMBURSABLES (Estimate)</u>			
Travel	1,500.00	1,500.00	3,000.00
Bid Advertisement	1,000.00		1,000.00
Misc.	250.00		250.00
Inspections		8,800.00	8,800.00
Geotech Inspection		3,500.00	3,500.00
			-
Reimbursable Sub-Total	2,750.00	13,800.00	16,550.00
<u>MANAGEMENT/ADMINISTRATION FEES</u>			
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)		6,750.00	6,750.00
Construction Project Admin Fee (CCA Fee Schedule %)		30,850.00	30,850.00
Other Direct Costs Handling Fee (6%)	1,359.60	1,254.00	2,613.60
			-
Manage/Admin Sub-Total	5,159.60	38,854.00	44,013.60
Total by Phase	\$ 27,819.60	\$399,104.00	
Total Costs, with Fees and Estimated Costs			\$ 426,923.60

**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 total estimated reimbursable costs to manage the **Market Place Demo Project** at the **OC Fair & Event Center** are estimated to be **Four Hundred Twenty-Six Thousand, Nine Hundred Twenty-Three and 60/100 Dollars (\$426,923.60)**, 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 Josiah Velichko at (916) 570-3040**.

Joint Powers Authority

**Invoices Paid
February 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: _____

Ready for A
CHECK TO
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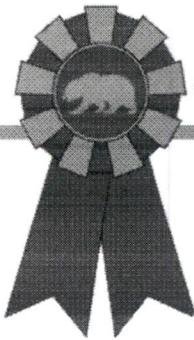
1820-00-23B07-A

Reason for Request: VENDOR REQUEST/LETTER OF UNDERSTANDING

Ken Karns 2/8/23
CHIEF OPERATING OFFICER
KEN KARNS

Michele Richards 2-9-22
CHIEF EXECUTIVE OFFICER
MICHELE RICHARDS





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:

F7C278134947C
 Randy Crabtree, Jr.
 Executive Officer
 California Construction Authority

2/8/2023

Date

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 Michele Richards
 Chief Executive Officer
 OC Fair & Event Center

1/30/2023

Date

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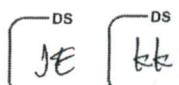




Exhibit A

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	-	-
CONSTRUCTION COSTS		
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
MANAGEMENT/ADMINISTRATION FEES		
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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kriddlesperger@ccauthority.org

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Jerry Eldridge

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jeldridge@ocfair.com

Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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

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

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Ken Karns

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

kkarns@ocfair.com

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
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>	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 r crabtree@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>	Sent: 1/30/2023 8:54:45 AM Viewed: 2/8/2023 12:25:49 PM Signed: 2/8/2023 12:26:12 PM
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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
Certified Delivered	Security Checked	2/8/2023 12:25:49 PM
Signing Complete	Security Checked	2/8/2023 12:26:12 PM
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