

OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
JUNE 2023

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
California Construction Authority	03222005 & Amendments	7/29/2022	Serenity Walk (Construction Docs, Bidding & Construction)	CCA	\$817,000.00
California Construction Authority	03222090	8/30/202	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 & Amendments	10/22/2022	Building 15 Demolition	CCA	\$214,880.00
California Construction Authority	03222114 & Amendments	3/2/2023	Market Place & Banana Bildings Demolition	CCA	\$399,104.00
California Construction Authority	03222115 & Amendments	10/24/2022	Beef Barn Buildings (3) Demolition	CCA	\$278,151.80
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
California Construction Authority	03223001	3/1/2023	Administration Office Addition	CCA	\$1,559,745.78
New					
California Construction Authority	03223053	5/31/2023	Pacific Amphitheatre Dressing Rooms	CCA	\$2,680.00
Amendments					
None.					



California Construction Authority

LETTER OF UNDERSTANDING Pacific Amphitheater Dressing Rooms

To: 32nd DAA/OC Fair & Event Center Date: May 31st, 2023

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

Subject: Letter of Understanding No. 23-053 (CCA Project No. **032-23-053**)

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 1st, 1997, to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

PROJECT: See Exhibit A, 32nd District Agricultural Association **Pacific Amphitheater Dressing Rooms**
SCHEDULE: Work to be completed by **June 1st, 2024**
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 **June 15th, 2023**, Fair shall remit funds in the amount of **Two Thousand, Six Hundred Eighty and 00/100 Dollars (\$2,680.00)** to the Authority for the Amphitheater's preliminary Design Development, Construction Documents, and Bidding Phase, 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 the termination of this LOU.

DocuSigned by:

F7762778434947C...

6/8/2023

Randy Crabtree, Jr. Date
Executive Officer
California Construction Authority

DocuSigned by:

87DC9C78493C4A1...

6/7/2023

Michele Richards Date
Chief Executive Officer
OC Fair & Event Center

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



Exhibit A

Project No. **032-23-053**
Subject: **32nd District Agricultural Association**
Pacific Amphitheater Dressing Rooms (Pre-Design Development)

This cost proposal is for managing and handling the **Pacific Amphitheater Dressing Rooms (Pre-Design Development)** project at the OC Fair & Event Center (Fair). It 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. Pre-Design Development (This only includes labor for CCA to perform investigative, pre-design work to help determine the best path to develop the PacAmp Dressing Rooms 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 **Pacific Amphitheater Dressing Rooms Project** at the **OC Fair & Event Center** are estimated to be **Two Thousand, Six Hundred Eighty and 00/100 Dollars (\$2,680.00)**, as detailed below. A breakdown of the estimated cost follows:



**32nd DAA/OC Fair & Event Center
Pacific Amphitheater Dressing Rooms
Project Cost Breakdown**

	Pre-Design Phase	Design Phase	Construction	Total
**PROFESSIONAL SERVICES/CONSULTANTS				
Architectural Services - Estimated total thru construction 8%		132,000.00	13,200.00	145,200.00
Design Contingency (10%)		13,200.00		13,200.00
Misc. A&E Travel/Printing etc.		3,960.00	1,716.00	5,676.00
Professional Services Sub-Total	-	149,160.00	14,916.00	164,076.00
CONSTRUCTION COSTS				
Construction Cost - Estimated			1,650,000.00	1,650,000.00
Contingency 10%			165,000.00	165,000.00
Construction Sub-Total	-	-	1,815,000.00	1,815,000.00
**REIMBURSABLES (Estimate)				
Travel		3,250.00	4,950.00	8,200.00
RFP & Bid Advertisement		1,750.00	4,525.00	6,275.00
Plan Review			4,696.61	4,696.61
Inspection Services			18,150.00	18,150.00
Misc.		250.00	500.00	750.00
Reimbursable Sub-Total	-	5,250.00	32,821.61	38,071.61
MANAGEMENT/ADMINISTRATION FEES				
Pre-Design Phase Management Fee (T&M)	2,680.00			2,680.00
Design Phase Management Fee (T&M)		4,251.00		4,251.00
Bidding Phase Management Fee (T&M)		1,250.00		1,250.00
Enhanced Worker Safety Program Oversight (T&M)			11,550.00	11,550.00
Construction Project Admin Fee (CCA Fee Schedule 8%)			132,000.00	132,000.00
Other Direct Costs Handling Fee (6%)			2,864.26	2,864.26
Manage/Admin Sub-Total	2,680.00	5,501.00	146,414.26	154,595.26
Total by Phase	\$ 2,680.00	\$ 159,911.00	\$ 2,009,151.87	
Total Costs, with Fees and Estimated Costs				\$ 2,171,742.87

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

FF&E Assumed at 5% of construction Cost - Based on \$17M = \$850,000

If any third-party professional services/consultant outside services contracted by CCA on behalf of this project are required. In that case, 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 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 23-053** through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this **LOU 23-053**, 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.**

Joint Powers Authority

**Invoices Paid
May 2023**

O.C. Fair & Event Center

CHECK REQUEST FORM

Date: 06/09/23

Date Needed: 6/9/2023 Vendor Code (For Acct Use): CCA

Check Amount: \$2,680.00 GL Account/Dept # 1820-00-23B21-A
(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:

LETTER OF UNDERSTANDING NO. 23-053

CCA PROJECT NO. 032-23-053 PACIFIC AMPHITHEATER DRESSING ROOMS

Check Handling Instructions: Mail Hold for Pickup
(Circle One)

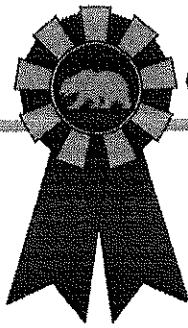
*I verify that all goods and services
have been rendered and/or received.*

Abrahan J. Venegas
Person Making Request

Supervisor Signature

Date

ABW 06/09/23



California Construction Authority

1820-00-23B21-A

LETTER OF UNDERSTANDING Pacific Amphitheater Dressing Rooms

To: 32nd DAA/OC Fair & Event Center Date: May 31st, 2023

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California Construction Authority

Date

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6/7/2023

Michele Richards
Chief Executive Officer
OC Fair & Event Center

Date



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1776 Tribune Rd., Suite 220 - SACRAMENTO, CA 95815 - (916) 263-6100



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