

**OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
SEPTEMBER 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	03220085	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
California Construction Authority	03223053	5/31/2023	Pacific Amphitheatre Dressing Rooms	CCA	\$2,680.00
New					
None.					
Amendments					
California Construction Authority	03222114 (Amend. #2)		Market Place & Banana Bildings Demolition	CCA	\$89,804.46
California Construction Authority	03222114 (Amend. #3)		Market Place & Banana Bildings Demolition	CCA	\$91,668.56



California Construction Authority

LETTER OF UNDERSTANDING – Amendment #2 **Market Place and Banana Buildings Demolition**

To: 32nd DAA/OC Fair & Event Center

Date: June 1st, 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 **June 9th, 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. Fair shall remit funds to the Authority in the amount of **Eighty-Nine Thousand Eight Hundred Four and 46/100 Dollars (\$89,804.46)**, 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:

Randy Crabtree

6/29/2023

F77C2778434947C...

Randy Crabtree, Jr.

Date

Executive Officer

California Construction Authority

DocuSigned by:

Michele Richards

6/19/2023

87DC9C78493C4A1...

Michele Richards

Date

Chief Executive Officer

OC Fair & Event Center

DS

KR

DS

[Signature]

DS

JE

DS

kk

California Construction Authority

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



Exhibit A

June 1st, 2023

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

Subject: **32nd District Agricultural Association, Orange County Fair & Event Center
Market Place & Banana Buildings Demolition 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 proposed project's site is at the 32nd District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The project consists of the remaining construction phase:
 - a. Address the costs to perform the additional work specified below:
 - i. Perform a complete comprehensive demolition survey for lead and asbestos.
 - ii. Remove and dispose of asbestos-containing material.
 - iii. Saw cut, removed, and disposed of the 14 inches of subgrade and put 8 inches of base and 6 inches of asphalt around the building.
 - iv. 2 (4") existing electrical conduits to be re-routed into the existing vault and replaced with the vault lid.
 - 1. All conduits will be chipped out to expose clean ends for re-connections.
 - 2. All conduits to be 4" SCH 40 as existing (1) 45-degree segment with a 30-degree segment will be needed for the radius is not a 90-degree bend.
 - 3. Core of existing slab box to be done in the trench to accommodate the new 4" conduit.
 - v. Remove asphalt, bollards, and two concrete pads inside the CMU structure and add Base and asphalt 30'x27'.
 - vi. Replace the existing vault lid with the new one the 4" conduit enters.
 - vii. Add a 3'x5' vault over the existing (2) 4" conduit that came up in the building.
 - viii. Saw cut, removed, and disposed of an additional 1,044SF asphalt from the Banana building. Repave 1,044 SF (Base & Asphalt).
 - ix. A 2nd Layer of asphalt was found under Banana Bldg. Remove and dispose of 3,200S asphalt, and remove and dispose of 3' of base/mud. Remove & dispose of oversize footing.
- C. CCA will provide project management and inspection services associated with the construction phase process.
- D. CCA will provide project administration services associated with the project.

This cost proposal covers the Design Development, Construction Development, Bidding Process, Construction, and Administrative processes. 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 Demolition Project** at the **OC Fair & Event Center** are estimated to be **Five Hundred Sixteen Thousand Seven Hundred**



Twenty-Eight and 06/100 Dollars (\$516,728.06), as detailed below. A breakdown of the estimated cost follows:

**32nd District Agricultural Association, Orange County Fair & Event Center
Market Place Demolition - Amendment 2
Project Cost Breakdown**

	Original	Construction	Amendment 2	Total
**PROFESSIONAL SERVICES/CONSULTANTS				
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
CONSTRUCTION COSTS				
Construction Cost		308,500.00	108,240.42	416,740.42
Contingency 10%		30,850.00	(30,850.00)	-
				-
Construction Sub-Total	-	339,350.00	77,390.42	416,740.42
**REIMBURSABLES (Estimate)				
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	1,500.00	5,000.00
				-
Reimbursable Sub-Total	2,750.00	13,800.00	1,500.00	18,050.00
MANAGEMENT/ADMINISTRATION FEES				
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	10,824.04	41,674.04
Other Direct Costs Handling Fee (6%)	1,359.60	1,254.00	90.00	2,703.60
				-
Manage/Admin Sub-Total	5,159.60	38,854.00	10,914.04	54,927.64
Total by Phase \$ 27,819.60 \$ 399,104.00 \$ 89,804.46				
Total Costs, with Fees and Estimated Costs				\$ 516,728.06

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

Costs between parentheses indicate a transfer of contingency funds.

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 to proceed 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 an LOU and become a part thereof. CCA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors to perform 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**.



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: 3570
Invoice Date: 5/16/2023
Customer Code: 32nd
Project: 03222114
Market Place and Banana Buildings Demo

-Please make checks payable to California Construction Authority

Description	Amount
LOU Amendment No.2	89,804.46
	\$89,804.46

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: ap@ccauthority.org

Net Invoice: \$89,804.46

Sales Tax: 0.00

Invoice Total: \$89,804.46

Certificate Of Completion

Envelope Id: E1796AE2496C4D2F934F8F6ABCCDC5D6

Status: Completed

Subject: Complete with DocuSign: 032-22-114 - LOU Amendment 2.pdf, CCA AR Invoice 32-22-114 Market Place...

Source Envelope:

Document Pages: 5

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 4

Josiah Velichko

AutoNav: Enabled

1776 Tribute Rd Suite 220

Envelope Stamping: Enabled

Sacramento, CA 95815

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

jvelichko@ccauthority.org

IP Address: 207.183.250.90

Record Tracking

Status: Original

Holder: Josiah Velichko

Location: DocuSign

6/1/2023 1:50:48 PM

jvelichko@ccauthority.org

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

Jerry Eldridge



Sent: 6/1/2023 1:58:44 PM

jeldridge@ocfair.com

Viewed: 6/1/2023 2:11:32 PM

Security Level: Email, Account Authentication
(None)

Signed: 6/8/2023 12:04:48 PM

Signature Adoption: Pre-selected Style

Using IP Address: 173.196.192.88

Electronic Record and Signature Disclosure:

Accepted: 6/1/2023 2:11:32 PM

ID: 74758538-7cf8-41dd-996b-b8a7e09d2c97

Kristie Riddlesperger



Sent: 6/8/2023 12:04:49 PM

kriddlesperger@ccauthority.org

Viewed: 6/12/2023 1:31:18 PM

Security Level: Email, Account Authentication
(None)

Signed: 6/15/2023 8:22:32 AM

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

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

Sean Slay



Sent: 6/15/2023 8:22:33 AM

sslay@ccauthority.org

Viewed: 6/19/2023 7:32:49 AM

Security Level: Email, Account Authentication
(None)

Signed: 6/19/2023 7:33:09 AM

Signature Adoption: Drawn on Device

Using IP Address: 67.58.231.120

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ken Karns



Sent: 6/19/2023 7:33:10 AM

kkarns@ocfair.com

Viewed: 6/19/2023 8:07:34 AM

Security Level: Email, Account Authentication
(None)

Signed: 6/19/2023 8:32:00 AM


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

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

Signer Events	Signature	Timestamp
Michele Richards mrichards@ocfair.com Security Level: Email, Account Authentication (None)	DocuSigned by:  87DC9C78193C4A1... Signature Adoption: Pre-selected Style Using IP Address: 173.196.192.88	Sent: 6/19/2023 8:32:02 AM Viewed: 6/19/2023 8:52:20 AM Signed: 6/19/2023 8:52:27 AM

Electronic Record and Signature Disclosure:
Accepted: 6/19/2023 8:52:20 AM
ID: a02e317c-7889-428a-83e7-32d31ff25ea9

Randy Crabtree rcrabtree@ccauthority.org EXECUIVE OFFICER Security Level: Email, Account Authentication (None)	DocuSigned by:  F77C2778134947C... Signature Adoption: Pre-selected Style Using IP Address: 12.245.38.178 Signed using mobile	Sent: 6/19/2023 8:52:29 AM Viewed: 6/29/2023 7:15:18 AM Signed: 6/29/2023 7:15:25 AM
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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
Max Tang mtang@ocfair.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 6/29/2023 7:15:26 AM
Melissa Auyeung mauyeung@ocfair.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 6/29/2023 7:15:27 AM
Summer Angus sangus@ocfair.com Executive Assistant OC Fair & Event Center Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 6/29/2023 7:15:27 AM Viewed: 6/29/2023 8:12:34 AM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/1/2023 1:58:44 PM
Envelope Updated	Security Checked	6/7/2023 9:03:11 AM
Envelope Updated	Security Checked	6/7/2023 9:03:11 AM
Envelope Updated	Security Checked	6/7/2023 9:03:11 AM
Envelope Updated	Security Checked	6/7/2023 9:03:12 AM
Envelope Updated	Security Checked	6/7/2023 9:03:12 AM
Envelope Updated	Security Checked	6/7/2023 9:03:12 AM
Envelope Updated	Security Checked	6/7/2023 9:03:12 AM
Envelope Updated	Security Checked	6/7/2023 9:03:12 AM
Certified Delivered	Security Checked	6/29/2023 7:15:18 AM
Signing Complete	Security Checked	6/29/2023 7:15:25 AM
Completed	Security Checked	6/29/2023 7:15:27 AM

Payment Events	Status	Timestamps
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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@ccaauthority.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.



California Construction Authority

LETTER OF UNDERSTANDING – Amendment #3 **Market Place and Banana Buildings Demolition**

To: 32nd DAA/OC Fair & Event Center

Date: August 18th, 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 was completed by **June 9th, 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. The aggregate expenditure encompassing all fees and anticipated expenses for the project amounts to Six Hundred Eight Thousand, Three Hundred Ninety-Six and 62/100 Dollars (\$608,396.62). Fair shall remit funds to the Authority in the amount of **Ninety-One Thousand, Six Hundred Sixty-Eight and 56/100 Dollars (\$91,668.56)**, 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:

Randy Crabtree

9/11/2023

F77C2778134947C...
Randy Crabtree, Jr.

Date

Executive Officer

California Construction Authority

DocuSigned by:

Michele Richards

9/8/2023

87DC9C78193C4A1...
Michele Richards

Date

Chief Executive Officer

OC Fair & Event Center

DS

kk



Exhibit A

June 26th, 2023

Project No. **032-22-114**
 Subject: **32nd District Agricultural Association, Orange County Fair & Event Center
 Market Place & Banana Buildings Demolition 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 proposed project's site is at the 32nd District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The project consists of the remaining construction phase:
 - a. Address the costs to perform the additional work specified below:
 - i. There are three primary added scopes of work that the Fair has directed CCA to have performed as Time & Materials. The attached Exhibit B is an estimate of the not to exceed, potential value of these changes. This work consists of the following:
 - 1. Additional Asphalt
 - 2. Utility work not shown on plans.
 - 3. Unsuitable soil remove and replacement.
- C. CCA will provide project management and inspection services associated with the construction phase process.
- D. CCA will provide project administration services associated with the project.
- E. CCA will reconcile the actual value of the above changes and issue the fair an accounting for this work.

This cost proposal covers the Design Development, Construction Development, Bidding Process, Construction, and Administrative processes. 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 Demolition Project** at the **OC Fair & Event Center** are estimated to be **Six Hundred Eight Thousand, Three Hundred Ninety-Six and 62/100 Dollars (\$608,396.62)**, as detailed below. A breakdown of the estimated cost follows:



**32nd District Agricultural Association, Orange County Fair & Event Center
Market Place and Banana Buildings Demolition - Amendment 3
Project Cost Breakdown**

	Original	Construction	Amendment 2	Amendment 3	Total
**PROFESSIONAL SERVICES/CONSULTANTS					
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
CONSTRUCTION COSTS					
Construction Cost		308,500.00	108,240.42	83,335.05	500,075.47
Contingency 10%		30,850.00	(30,850.00)		-
					-
Construction Sub-Total	-	339,350.00	77,390.42	83,335.05	500,075.47
**REIMBURSABLES (Estimate)					
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	1,500.00		5,000.00
					-
Reimbursable Sub-Total	2,750.00	13,800.00	1,500.00	-	18,050.00
MANAGEMENT/ADMINISTRATION FEES					
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	10,824.04	8,333.51	50,007.55
Other Direct Costs Handling Fee (6%)	1,359.60	1,254.00	90.00	-	2,703.60
					-
Manage/Admin Sub-Total	5,159.60	38,854.00	10,914.04	8,333.51	63,261.15
Total by Phase \$ 27,819.60 \$ 399,104.00 \$ 89,804.46 \$ 91,668.56					
Total Costs, with Fees and Estimated Costs					\$ 608,396.62

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

Costs between parentheses indicate a transfer of contingency funds.

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 to proceed 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 an LOU and become a part thereof. CCA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors to perform 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 Manager, Sean Slay at (916) 470-4673.**