

**OC FAIR & EVENT CENTER**  
**ACTIVE JOINT POWERS AUTHORITY AGREEMENTS**  
**JANUARY 2024**

| JOINT POWERS AUTHORITY            | PROJECT #             | PROJECT DATE | PROJECT DESCRIPTION                                       | PRIMARY CONTRACTOR | APPROVED PROJECT TOTAL |
|-----------------------------------|-----------------------|--------------|---|--------------------|------------------------|
| <b>Continuing</b>                 |                       |              |   |                    |                        |
| 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                | \$580,577.02           |
| California Construction Authority | 03222115 & Amendments | 10/24/2022   | Beef Barn Buildings (3) Demolition                        | CCA                | \$278,151.80           |
| 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                | \$162,591.00           |
| <b>New</b>                        |                       |              |   |                    |                        |
| California Construction Authority | 032-24-540948         | 1/4/2024     | 2024 Storm Water Program Assistance                       | CCA                | \$59,810.00            |
| <b>Amendments</b>                 |                       |              |   |                    |                        |
| None.                             |                       |              |   |                    |                        |



# California Construction Authority

## LETTER OF UNDERSTANDING 2024 STORM WATER PROGRAM ASSISTANCE

To: 32<sup>nd</sup> DAA/OC Fair & Event Center Date: January 4, 2024

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

Subject: Letter of Understanding No. 24-540948 (CCA Project No. 032-24-540948)

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

**PROJECT:** See Exhibit A, 32<sup>nd</sup> District Agricultural Association 2024 Storm Water Program  
**SCHEDULE:** Assistance Work to be completed by **December 31, 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 **February 18, 2024**, Fair shall remit funds to the Authority in the amount of **FIFTY-NINE THOUSAND, EIGHT HUNDRED TEN and 00/100 DOLLARS (\$59,810.00)**, 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:

Randy Crabtree  
F77C2778134947C...

1/12/2024

Randy Crabtree, Jr. Date  
Executive Officer  
California Construction Authority

DocuSigned by:

Michelle Richards  
87DC9C78193C4A1...

1/10/2024

Michelle Richards Date  
Chief Executive Officer  
OC Fair & Event Center



# California Construction Authority

## Exhibit A

January 4, 2024

Project No. **032-24-540948**  
Subject: **32<sup>nd</sup> DAA OC Fair & Event Center**  
**2024 Storm Water Program Assistance**

This cost proposal is for the management and handling of the Fuscoe Engineering contract for the 2024 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 32<sup>nd</sup> District Agricultural Association (DAA) OC Fair & Event Center (Fair).
- B. The Fusco scope of work includes:
  1. Technical Support
  2. SWMP Updates
  3. Quarterly Review of Storm Water Compliance Activities
  4. 2023-2024 Annual Report and PEAIP
  5. Trash Provisions Compliance
- 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 **2024 Storm Water Program Assistance** at the **32<sup>nd</sup> DAA OC Fair & Event Center** are estimated to be **FIFTY-NINE THOUSAND, EIGHT HUNDRED TEN and 00/100 DOLLARS (\$59,810.00)**, as detailed below. A breakdown of the estimated cost follows:



**32nd DAA OC Fair & Event Center  
2024 Stormwater Program Assistance  
032-24-540948  
Project Cost Breakdown**

| <u>PROJECT COSTS</u>                              |  |  |                    |
|---|--|--|--------------------|
| Consultant for 2024 Stormwater                    |  | \$55,000.00                              |                    |
| Consultant Reimbursable Budget                    |  | \$2,000.00                               |                    |
| CCA Project Management                            |  | \$1,000.00                               |                    |
|   |  | Project Sub-Total                        | <b>\$58,000.00</b> |
| <u>**REIMBURSABLES (Estimate)</u>                 |  |  |                    |
| Travel  |  | \$0.00                                   |                    |
| Misc.   |  | \$100.00                                 |                    |
|   |  | Reimbursable Sub-Total                   | <b>\$100.00</b>    |
| <u>MANAGEMENT/ADMINISTRATION FEES</u>             |  |  |                    |
| Project Administration Fee (3%)                   |  | \$1,710.00                               |                    |
|   |  | Management/Administration Fees Sub-Total | <b>\$1,710.00</b>  |
| <b>Total Costs, with Fees and Estimated Costs</b> |  |  | <b>\$59,810.00</b> |

\*\*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 24-540948**, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU **24-540948**, 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**.

kk  
DS

JE  
DS



IRVINE  
SAN DIEGO  
ONTARIO  
LOS ANGELES

## EXHIBIT A

# **Scope of Services & Fee Proposal**

California Construction Authority

## OC Fair & Event Center 2024 Stormwater Program

January 3, 2024

### **1.0 PROJECT DESCRIPTION**

OC Fair & Event Center (OCFEC) is a Phase II Non-traditional MS4 permitted by the State Water Resources Control Board for storm water discharges. This proposed Scope of Work covers the implementation of OCFEC's Storm Water Management Plan for the 2024 calendar year and the preparation of its 2023-24 Annual Report to be submitted prior to October 15, 2024.

### **2.0 PURPOSE OF SERVICES**

To provide consulting services and oversight for OCFEC's Storm Water Management Plan implementation.

### **3.0 STORMWATER SERVICES**

#### ***Task 1. Technical Support***

Provide administrative and technical support to OCFEC staff for implementation of the SWMP that is not covered under Task Items 2-5 of this scope of work. This task allows for on-call services to assist with SWMP program elements such as, but are not limited to:

- Construction project review for SWPPP requirements;
- New development and redevelopment project review for LID requirements;
- Meeting attendance at board meetings and with local agencies for stormwater related issues, as well as CASQA subcommittee representation.
- Consultation on short-term site drainage/non-stormwater runoff issues (deminimus permit);

Should additional support services be needed beyond the budgeted allowance, a change order will need to be authorized by the Client.

#### ***Task 2. SWMP Updates***

Prepare updates and revisions to the OCFEC SWMP, as needed. Updates include, but are not limited to, progress reports on Trash Provisions implementation, BMP inventory updates, Operations and Maintenance Plans, and storm drain outfall map and exhibit revisions.

**Scope of Services & Fee Proposal****California Construction Authority**

## OC Fair &amp; Event Center 2024 Stormwater Program

January 3, 2024

**Task 3. *Quarterly Review of Compliance Activities***

Coordinate, review, and ensure that all requisite stormwater program inspections have been performed and properly documented by OCFEC staff. Inspections include:

- IDDE source investigations;
- Construction inspection and enforcement;
- Quarterly facility (hotspot) inspections;
- Quarterly permittee operations and maintenance (O&M) BMP inspections;
- Annual storm drain (catch basin) inspections and maintenance; and
- Annual post-construction structural treatment control BMP inspections.

Prepare a status report each quarter, summarizing findings of inspections and recommend program implementation changes, if necessary. It is the responsibility of the Client to complete all requisite inspections. This Task does not include the performance of inspections by FEI.

**Task 4. *2023-2024 Annual Report and PEAIP***

Based on the 2023-2024 Fiscal Year, prepare an Annual Report for the OC Fair & Event Center in accordance with the Annual Report requirements for the Phase II Storm Water Permit. Complete the Annual Report and Program Effectiveness Assessment and Improvement Plan (PEAIP) per the requirements of State Water Resources Control Board SMARTS database. The Annual Report will be submitted by Fuscoe Engineering, Inc. and certified by the Legally Responsible Person (LRP) by October 15, 2024.

This Task also includes evaluating the effectiveness of program elements, developing program modifications, and outlining future obligations of the SWMP, as needed, to iteratively improve OCFEC's storm water program. This task is scheduled to be performed during July 1 to October 15, 2024.

**Task 5. *Trash Provisions Compliance***

Provide assistance with the implementation of full capture system BMPs (CPS units, or equivalent) in catch basins within Priority Land Use areas, as specified in OCFEC's SWMP. This includes coordinating with vendors to procure bids, cataloging BMP installations and specifications, developing maintenance logs as required by Trash Provisions, and tracking progress with Track 1 compliance.

**Additional Services Available but Not Included**

- Technology
  - Aerial Scanning
  - Scan to REVIT Existing Buildings (Interior & Exterior)
  - Animated View Simulations
  - VR Modeling
  - Artificial Intelligence

## **Scope of Services & Fee Proposal**

**California Construction Authority**

OC Fair & Event Center 2024 Stormwater Program

January 3, 2024

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**Reimbursables Budget (Est.) \$2,000**

**\*Not to exceed without prior authorization**

**This Fee Proposal is Valid for Thirty (30) Days from the Date of this Document.**

Fuscoe Engineering, Inc. will perform the services on a fixed fee basis, except where noted. Services rendered outside of the scope will be performed at prevailing hourly rates. Costs of reprographics, deliveries and out-of-pocket expenses are not included and will be considered reimbursable. A 10% surcharge will be added to the reimbursables to cover handling expenses.

It is the policy of Fuscoe to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid within thirty (30) days of receipt. Failure to do so could result in cessation of services and/or reassessment of service.

**Scope of Services & Fee Proposal****California Construction Authority**

OC Fair &amp; Event Center 2024 Stormwater Program

January 3, 2024

**SUMMARY OF SCOPE OF WORK AND FEES**

|              |   | <u>Org.</u> |                |                    |
|--------------|---|-------------|----------------|--------------------|
| Task 1.      | Technical Support                         | OC Env      | Hourly (*Est.) | \$20,000           |
| Task 2.      | SWMP Updates                              | OC Env      | Hourly (*Est.) | \$10,000           |
| Task 3.      | Quarterly Review of Compliance Activities | OC Env      | Hourly (*Est.) | \$10,000           |
| Task 4.      | 2023-2024 Annual Report and PEAIP         | OC Env      | Hourly (*Est.) | \$10,000           |
| Task 5.      | Trash Provisions Compliance               | OC Env      | Hourly (*Est.) | \$5,000            |
| <b>TOTAL</b> |   |             |                | <b>\$55,000.00</b> |

**4.0 AVAILABLE OPTIONAL SERVICES**

- 4.1 Preparing for and attending meetings, presentations or hearings beyond those fairly called for in the Basic Services as requested by Client or reasonably necessary to facilitate the Project, and assisting Client in any reasonable or appropriate manner in challenging the decisions of any government or quasi-governmental agency concerning the Project.
- 4.2 Providing presentation materials not fairly called for by the Basic Services such as colored renderings, models and computer modeling.
- 4.3 Making revisions to plans or other documents when such revisions are (i) inconsistent with approvals or instructions previously given by Client, including revisions made necessary by changes in the Project program, budget, scheduling or phasing; (ii) required by the enactment, amendment or revised interpretation of codes, zoning, building ordinances or other governmental requirements subsequent to the preparation of such documents, or by discretionary decisions by building officials or inspectors inconsistent with prior approvals; or (iii) due to changes required as the result of the Client's failure to render decisions in a timely manner or to field or other conditions of which Consultant was not fairly informed.
- 4.4 Providing services (i) because of Project changes concerning size, quality, complexity, schedule, phasing or the method of procuring construction contracts; (ii) required due to a Project suspension, or changes in Project management, or by defects or deficiencies in the work or services provided by or the termination of other consultants or any Project contractor or in connection with contractor proposals or claims; or (iii) due to conditions or circumstances not now anticipated or reasonably foreseeable.

**5.0 SERVICE CLARIFICATIONS**

- 5.1 Consultant's services will be performed in a timely manner consistent with good professional practice and the desire that the Project proceeds as expeditiously as practical; and it will use its best efforts to meet any mutually agreed upon schedule, which schedule will be adjusted only for reasonable cause or by mutual consent.
- 5.2 Consultant's services will be performed in accordance with generally and currently accepted design professional principles and practices as embodied in the standard procedures and protocols of Consultant and its sub-consultants, and without warranties, either expressed or implied. In particular, Consultant will use its best professional judgment in interpreting and applying the requirements of all laws applicable to the services such as building codes, grading ordinances, accessibility requirements and statutory functionality standards; but compliance with these laws as they may eventually be interpreted by others cannot be guaranteed. In no event will Consultant guarantee cost, schedule or quantity estimates or projections, or any prognostications as to future events, including the discretionary decisions of governmental officials; and when used in conjunction with the providing of services pursuant to this Agreement, such terms as "certify," "warrant," "confirm," "make sure," "insure," "ensure," "assure,"

**Scope of Services & Fee Proposal****California Construction Authority**

## OC Fair &amp; Event Center 2024 Stormwater Program

January 3, 2024

or the like do not constitute a guarantee, but rather a representation based on professional opinion or judgment.

5.3 All instruments of service provided pursuant to this Agreement including plans, calculations and estimates shall, unless expressly agreed otherwise in writing, be prepared pursuant to Consultant's standard procedures and protocols and in its standard formats and level of quality and detail.

5.4 Consultant will undertake professional responsibility for only the design professional services expressly undertaken by this Agreement, and not otherwise; and in particular Consultant will not be legally liable for providing or failing to provide services (i) concerning legal, financial, planning or environmental matters; (ii) soils, geotechnical, hazardous waste/toxic substances, traffic, electrical, mechanical or structural engineering; or (iii) landscape architectural or irrigation design. Further and without limitation, Consultant will not be responsible for delays or other matters beyond its reasonable control; for inaccurate or incomplete information provided by Client or other reasonably reliable sources; for services or instruments of service provided by others even if incorporated into Consultant's instruments of service for ease of reference or otherwise; for any subsurface site conditions or any surface or other conditions of which it has not been timely informed; for hazardous materials or toxic substance at the Project site; or for the actions or inaction of others including other consultants, utility companies and governmental or quasi-governmental agencies.

5.5 In no event will Consultant serve as, supervise or have any responsibility for the performance of any construction contractors; and in particular Consultant will have no responsibility for construction means, methods, techniques, sequences or procedures including without limitation excavation or shoring procedures or for any construction safety procedures or programs.

5.6 Consultant's work shall be based upon a fully dimensioned Client approved site plan in an AutoCAD format at start of final engineering phase. Subsequent changes, modifications and/or revisions to the site plan after Consultant begins the final engineering phase, which cause Consultant to revise portions and/or all of said work, shall be considered as "Additional Services" and subject to separate scope and fee negotiations.

5.7 Consultant's work shall be based upon a Client provided geotechnical investigation report identifying the existing soil characteristics, recommended pavement thickness and recommended site and building grading requirements and/or specifications prior to the start of the work. Subsequent changes, modifications and/or revisions to the report after Consultant begins work, which cause Consultant to revise portions and/or all of said work, shall be considered as "Additional Services" and subject to separate scope and fee negotiations.

5.8 Consultant's work shall be based upon a Client provided owner's design requirements/criteria, local agency conditions of approval, local agency conditional use permit, etc., prior to the start of the work. Receipt of said documents after Consultant begins work, which cause Consultant to review portions and/or all of said work, shall be considered as "Additional Services" and subject to separate scope and fee negotiations.

5.9 Consultant assumes that perimeter streets and existing water, sewer, storm drains, gas, electrical, and telephone utilities are of sufficient size and capacity for the proposed development. Should improvement plans be required to upgrade or modify said existing improvements, then the preparation of said plans shall be considered "Additional Services" and subject to separate scope and fee negotiations.

5.10 The Scope of Services for final engineering shall be considered 100% complete upon the technical approval of the plans by the reviewing agencies.

5.11 Any work resulting from changes to current standards, ordinances, and/or governing agency personnel after the date of the Agreement which materially impact the design or processing of this Project or which results in re-design or material changes in the design shall be performed as "Additional Services" and subject to separate scope and fee negotiations.

**Scope of Services & Fee Proposal****California Construction Authority**

## OC Fair &amp; Event Center 2024 Stormwater Program

January 3, 2024

- 5.12 Consultant will not be responsible for supervision of contractor's employees nor direct supervision of construction crews.
- 5.13 Those items of work not specifically addressed in the Data and Assumptions and Scope of Services shall not be considered a part thereof, and shall be considered as "Additional Services" and subject to separate scope and fee negotiations.
- 5.14 Improvement plans for sewer, water, and public streets will be prepared at a scale of 1"=40' and will include a plan view and profile of the centerline of the improvement. Additionally, street improvement plans will include profiles of the top of curb where the curb and gutter are being constructed from the plans prepared hereunder. Intersection details showing grading contours are not anticipated and are not included. Striping plans are not included unless specifically stated elsewhere in the Scope of Services, and shall constitute "Additional Services" and be subject to separate scope and fee negotiation.

Items specifically excluded from the Agreement consist of, but are not necessarily limited to, the following:

- 5.15 Supplemental topo.
- 5.16 ALTA/ACSM land title survey maps lot line adjustments (after map recordation).
- 5.17 Soils or subsurface investigation.
- 5.18 "Potholing," physically digging to expose objects to be located and measured.
- 5.19 Scheduling, coordination and/or witnessing of fire flow tests to determine available water pressures and fire flows.
- 5.20 Coordination with local gas, electrical, telephone, and cable television companies for the design and/or preparation of plans and/or service agreements for new and/or relocated service facilities.
- 5.21 Preparation, approval or processing of site plan.
- 5.22 Conditional use permit processing.
- 5.23 Utility coordination (quitclaims and/or non-interference letters and will-serve letters).
- 5.24 Tentative map processing through public agencies.
- 5.25 Preparation of legal descriptions and/or plats.
- 5.26 Preparation of easement or grant deeds.
- 5.27 Legal descriptions and plats required for annexation, zone changes or zoning maps.
- 5.28 Legal descriptions and plats required for formation of or annexation to maintenance, assessment or other special districts (landscape, water, sewer, etc.).
- 5.29 Final mapping.
- 5.30 Condominium plans.
- 5.31 "Covenants, Conditions and Restrictions" documents.
- 5.32 Excavation plan which may or may not be required by the agency.
- 5.33 Preparation of haul route plan for import/export of soil.
- 5.34 Guard house and gated entry plans.
- 5.35 Plans for the drainage system beneath the buildings.
- 5.36 Preparation of parking lot striping and/or signage plan.
- 5.37 Preparation of landscape plans for softscape areas, hardscape areas, and enhanced pavement areas for driving and/or walking.
- 5.38 Preparation of irrigation system plans.

**Scope of Services & Fee Proposal****California Construction Authority**

## OC Fair &amp; Event Center 2024 Stormwater Program

January 3, 2024

- 5.39 Preparation of site lighting plan for parking lots and walkways.
- 5.40 Preparation of building fire suppression system plans.
- 5.41 Dry utility services.
- 5.42 Traffic signal plans.
- 5.43 Construction traffic control plan.
- 5.44 Preparation of project specifications and construction agreement.
- 5.45 Construction administration for bidding, award and observation.
- 5.46 Construction phase coordination.
- 5.47 Setting off-site monumentation deemed necessary by the governing authority.
- 5.48 Corner record or certificate tie sheet preparation and filing.
- 5.49 Any work resulting from changes to current standards, ordinances and/or governing agency personnel after the date of the Agreement which materially impact the design or processing of this Project or which results in redesign or material changes in the design shall be performed as "Additional Services" and be subject to separate scope and fee negotiation.
- 5.50 Fees contained in the Agreement do not include title company fees, agency fees, environmental studies, subordination agreements, relocation of franchise utilities, design of on-site franchise utilities, traffic impact studies, or traffic signal design.

**6.0 CLIENT RESPONSIBILITIES**

In conjunction with Consultant's performance, and as a material factor in the determination of Consultant's fee, Client shall make reasonable efforts to cooperate with Consultant including without limitation:

- 6.1 Designate a single representative with appropriate authority with whom Consultant can deal; and direct all communications to Consultant's project manager.
- 6.2 Provide all relevant Project information to Consultant in a timely manner; and respond to Consultant's questions and requests for information and approval within a reasonable time.
- 6.3 Provide appropriate coordination with and among the Project's various consultants.
- 6.4 Refrain from authorizing or allowing recorded or unrecorded deviations from Consultant's instruments of service, or the use of Consultant's unfinalized instruments of service for estimating or other purposes without Consultant's knowledge and consent.

**7.0 FEE**

- 7.1 Consultant's Additional Services fee shall be pursuant to its then current fee schedule (copy of current schedule attached), or as the parties may otherwise agree at the time the services are undertaken.
- 7.2 The reimbursable expenses for which Client shall be responsible at a multiple of 1.10 include those costs reasonably and appropriately incurred for the Project for such matters as document reproduction, deliveries, travel, long distance telephone and facsimile charges, and any fees or costs advanced by Consultant as a Client accommodation.
- 7.3 Consultant will provide Client with monthly invoices accurately reflecting as appropriate the progress of the services and current expenditures of professional time and reimbursable expenses. Each invoice shall be due and payable upon receipt, and delinquent 30 days after its date. In the event of delinquency, interest shall accrue from the invoice date at 1.5% per month, compounded monthly, or the highest rate permitted by applicable law, whichever is lower, with payments applied first to accrued interest, and Consultant shall have the right to suspend performance and to withhold or withdraw any instruments of service or related licenses with no liability for so doing. No deductions shall be made from Consultant's compensation on account of problems or losses for which Consultant has not been held legally liable. Consultant's fee will be equitably adjusted in the event of significant changes in the Project's

**Scope of Services & Fee Proposal**

**California Construction Authority**

OC Fair & Event Center 2024 Stormwater Program

January 3, 2024

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scope, sequencing, phasing or scheduling, should prevailing wage requirements be imposed upon Consultant, or should Client expressly request expedited performance.



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## EXHIBIT B

### 2023 - 2024 RATE SCHEDULE

| CLASSIFICATION   | HOURLY RATE |
|--|-------------|
| President / Vice President / Principal / Sr. Project Manager / Dir. Of Geospatial / Certified Photogrammetrist | \$260       |
| Project Manager / Technical Manager / Sr. Land Surveyor  | \$229       |
| Assoc. Project Manager / Sr. Engineer / Sr. Designer / Sr. Stormwater Engineer/ Specialist                     | \$208       |
| AT/Cloud Registration Specialist / Land Surveyor / Engineer II / Designer II                                   | \$190       |
| Engineer I / Designer I / Project Scientist / GIS Analyst  | \$184       |
| Sr. Survey Analyst / Sr. Mapping Analyst   | \$175       |
| GIS Coordinator / Data Scientist   | \$165       |
| Assoc. Engineer / Stormwater Engineer / Stormwater Tech. / Plan Processor                                      | \$152       |
| Geospatial Specialist / Survey Analyst / Mapping Analyst   | \$150       |
| Stormwater Inspector   | \$130       |
| 3D Artist / Survey Technician  | \$125       |
| Image Technician   | \$110       |
| Information Coordinator  | \$105       |
| 1-Man Survey Crew  | \$217       |
| 2-Man Survey Crew  | \$340       |
| 3-Man Survey Crew  | \$433       |

1. Reproduction and other reimbursable expenses (such as overnight deliveries, mileage, permits, and licenses, etc.) and Client approved subcontractor services will be billed in addition to the above rates with a 10% handling surcharge.
2. This rate schedule is subject to change on an annual basis due to the granting of wage increases and/or other employer benefits to field or office employees during the lifetime of this agreement and Client approved change orders.
3. Overtime is available for critical deadlines at 1-1/2 times the normal rates for office employees. Surveyors' rates are also adjusted automatically for overtime or holiday/weekend work in agreement with the Operating Engineers Union.

**Client Initials** \_\_\_\_\_

Effective through August 31, 2024



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ONTARIO  
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## STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between:

Client

**California Construction Authority**  
1776 Tribute Road, Suite 220  
Sacramento, CA 95815-4410

Phone: 916.263.6100  
Fax: 916.262.6116

E-mail: [sslay@ccauthority.org](mailto:sslay@ccauthority.org)

Contact: Sean Slay, Project Manager

and Consultant

**Fuscoe Engineering, Inc.**  
15535 Sand Canyon Avenue, Suite 100  
Irvine, CA 92618

Phone: 949.474.1960  
Fax: 949.474.5315

E-mail: [hwen@fuscoe.com](mailto:hwen@fuscoe.com)

Project Manager: Howard Wen  
L.S./P.E. No.:

### Client and Consultant agree as follows:

1. Client retains Consultant to perform services for: **OC Fair & Event Center 2024 Stormwater Program**; hereinafter called "Project."
2. CONSULTANT agrees to perform the following scope of services: attached hereto as Exhibit A.
3. Client agrees to compensate CONSULTANT for such services outlined in Exhibit A, pursuant to Rate Schedule attached hereto as Exhibit B.
4. CONSULTANT and its employees, subsidiaries, independent professional associates, sub-consultants, and subcontractors will exercise the degree of care and skill ordinarily practiced under similar circumstances by engineering professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied. CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information and services provided by Client, Client's consultants and contractors. CONSULTANT will not be legally liable for the providing of, or the failure to provide legal, environmental, financial analysis, or geotechnical, soils, structural, mechanical, electrical or other engineering services, even if information from others is incorporated into consultant's instruments of service for ease of reference or otherwise. Further, and without limitation, CONSULTANT will not be responsible for delays or other matters beyond its reasonable control; for site conditions of which it was not informed; for hazardous materials or toxic substances at the Project site; for construction means, methods, techniques, sequences or procedures, including without limitation excavation, shoring, demolition or erection procedures or construction safety precautions and programs; for the timeliness or quality of contractor performance or for the failure of any contractor to perform work in accordance with the Project's construction documents; or for actions or inaction of third parties including other consultants, utility companies and governmental or quasi-governmental agencies.



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6. In recognition of the relative risks, rewards and benefits of the Project to both the Client and the CONSULTANT, the risks have been allocated such that the Client agrees, to the fullest extent allowed by law, to limit the total aggregate liability for any and all claims, losses, expenses, or damages arising out of this Agreement, of CONSULTANT and its employees, agents and subconsultants, to Client and Client's affiliated individuals and entities, contractors and successors and assigns, to the amount of consultant's fee received concerning the Project. Client further agrees to indemnify and hold CONSULTANT, its employees, agents and subconsultants, harmless from all damage, liability and cost, including attorney's fees, arising out of this Agreement or relating to the Project excepting only those damages, liabilities or costs caused by the negligence or willful misconduct of CONSULTANT.
7. The parties acknowledge that each is a business entity, and that each intends that its involvement with the Project should not subject its affiliated individuals to personal exposure for the risks attendant to that involvement; and therefore, any claim which either party has or might have concerning the Project and or this Agreement shall be asserted only against the other's business entity.
8. CONSULTANT shall maintain professional liability, general liability and workers compensation insurance.
9. To the extent any damage, liability, loss, expense or cost, including attorney's fees, is caused by a negligent act, error, or omission of CONSULTANT, or any person employed by CONSULTANT, and arises out of the performance of this Agreement, CONSULTANT shall indemnify and hold the Client harmless therefrom. The Parties expressly agree in no event shall the indemnification obligation of the CONSULTANT include a duty to defend any claims, causes of action, demands, costs or lawsuits in connection with or arising out of this Project if damages were not caused by the negligence of the CONSULTANT in performance of services under this Agreement.
10. This Agreement supersedes all negotiations and prior agreements concerning the Project and is intended as a complete and exclusive statement of the entire Agreement between Client and CONSULTANT concerning the Project. Subsequent modifications to this Agreement shall be in writing and signed by both Client and CONSULTANT.
11. This Agreement shall be interpreted and enforced under and pursuant to the laws of the State of California. In the event of any dispute concerning this Agreement and/or the Project, each party shall bear its own attorney's fees. The venue for any dispute shall be Orange County, California.
12. The Parties hereby mutually waive any claims for consequential damages which either might have against the other concerning this Agreement or its termination.
13. The Client and CONSULTANT agree to resolve any claim or dispute arising out of this Agreement first through negotiation. If the parties cannot come to an agreement through negotiation, they shall submit all claims and disputes to non-binding mediation prior to the initiation of legal proceedings including litigation. This provision shall survive completion or termination of this Agreement; however, neither party shall seek resolution of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
14. The CONSULTANT grants the Client a license to use the consultant's Instruments of Service for the purpose of the construction of the project under this agreement once the CONSULTANT has been paid in full for all services rendered. Any misuse, reuse or distribution to third parties without such express written permission or project-specific adaptation by the CONSULTANT shall be at the Client's sole risk and without liability to the CONSULTANT. The Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages arising out of or resulting from such unauthorized reuse or distribution.



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**CLIENT:**

**CALIFORNIA CONSTRUCTION AUTHORITY**

By: \_\_\_\_\_

\_\_\_\_\_ (Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT:**

**FUSCOE ENGINEERING, INC.**

By: \_\_\_\_\_

\_\_\_\_\_ (Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Joint Powers Authority

Invoices Paid - Dec. 2023

None.