

**OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
FEBRUARY 2025**

1 of 1

| JOINT POWERS AUTHORITY | PROJECT # | PROJECT DATE | PROJECT DESCRIPTION | PRIMARY CONTRACTOR | APPROVED PROJECT TOTAL |
|-----------------------------------|-------------------------|--------------|---|--------------------|------------------------|
| Continuing | | | | | |
| California Construction Authority | 032-22-090 | 8/30/2022 | OCFEC PSPS Project | CCA | \$351,661.16 |
| California Construction Authority | 032-23-001 & Amendments | 3/1/2023 | Administration Office Addition | CCA | \$29,998,173.07 |
| California Construction Authority | 032-23-089 | 10/27/2023 | Pacific Amphitheatre Kitchen Re-Roof | CCA | \$74,995.00 |
| California Construction Authority | 032-24-540948 | 1/4/2024 | 2024 Storm Water Program Assistance | CCA | \$59,810.00 |
| California Construction Authority | 032-23-506010 | 1/12/2024 | Midway Restroom & Shower Buildings | CCA | \$9,999,998.58 |
| California Construction Authority | 032-24-560354 | 1/23/2024 | Baja Bar & Grill Roof | CCA | \$94,998.95 |
| California Construction Authority | 032-24-560374 | 1/24/2024 | Costa Mesa Roof & Skylights | CCA | \$49,998.80 |
| New | | | | | |
| California Construction Authority | 032-25-506010 | 1/23/2025 | Pacific Amphitheater Box Office Asphalt | CCA | \$200,000.00 |
| California Construction Authority | 032-25-888420 | 1/23/2025 | Patio Cover at The Ranch Community Center | CCA | \$85,000.00 |
| California Construction Authority | 032-25-888573 | 1/22/2025 | Pacific Amphitheater Sound Walls | CCA | \$600,000.00 |
| California Construction Authority | 032-25-888576 | 1/21/2025 | Lots H, A, B | CCA | \$1,100,000.00 |
| Amendments | | | | | |
| None. | | | | | |



California Construction Authority
1776 Tribute Road Suite 220
Sacramento, California 95815
Phone: (916) 263-6100

Funding Contract 032-25-506010-1

Project: 032-25-506010 - OC Fair & Event Center Pacific Amphitheater
Box Office Asphalt
88 Fair Drive
Costa Mesa, California 92626

Funding Agreement- Pacific Amphitheater Box Office Asphalt

| | | | |
|-----------------------------------|---|--------------------------------|---|
| FUNDING SOURCE: | 32nd District Agricultural Association 88 Fair Dr. Costa Mesa, California 92626 | CONTRACTOR: | California Construction Authority 1776 Tribute Road, Suite 220 Sacramento, California 95815 |
| ARCHITECT/ENGINEER: | | DATE CREATED: | 01/14/2025 |
| CONTRACT STATUS: | Approved | CREATED BY: | Sean Slay (California Construction Authority) |
| EXECUTED: | No | DEFAULT RETAINAGE: | 0.0% |
| | | CONTRACT DATE: | 01/23/2025 |
| ESTIMATED COMPLETION DATE: | 11/28/2025 | ACTUAL COMPLETION DATE: | |

DESCRIPTION:

This Agreement made between the OC Fair & Event Center ("Fair") and California Construction Authority ("CCA") details the estimated funding requirements and schedule for CCA to provide Construction Management and/or Plan Review and Inspection services to Fair for the abovementioned project.

ATTACHMENTS:

TERMS:

This Funding Agreement, referred to as "Agreement" and previously known as Individual Project Agreement ("IPA"), is entered into on the Contract Date above by and between the California Construction Authority ("CCA"), a Joint Powers Authority, and the OC Fair & Event Center ("Fair"). CCA and Fair are referred to as the "parties" and individually referred to as a "party."

Whereas CCA and Fair desire to enter into this Funding Agreement to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

- Master Project Agreement Incorporated. All terms and conditions of the Master Project Agreement / MOU between the parties are incorporated herein by this reference.
- Scope of Services. CCA shall perform the services and work set forth in the Scope of Services ("Services"), attached hereto as "Scope of Work" and incorporated herein, for the identified project ("Project").
- Not to Exceed Amount. The total estimated project cost is **TWO-HUNDRED THOUSAND and 00/100 (\$200,000.00)**, or as later modified in writing between the parties.
- Project Budget; CCA Fees. The Schedule of Values, including CCA fees, is included and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Schedule of Values.
- Payment Schedule. Payment will be made in the full amount stated above and shall be paid concurrently with the execution of this Agreement.
- Project Budget Funds. The Fair shall place the Project Budget funds into the Project Fund Account held by CCA. CCA shall administer the Project Fund Account in accordance with the terms of this Agreement and CCA policy.
CCA shall provide the Fair with accounting reports of Project funds, at completion of project following reconciliation, or upon request of the Fair, if required.
- Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this Agreement, Fair shall compensate CCA, in accordance with the Project Budget, for all Services performed prior to termination including compensation for all non-



Funding Contract 032-25-506010-1

revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

8. Third Parties. The performance of CCA's Scope of Services inures to the benefit of the Fair. To provide these services, CCA may engage third parties. Additionally, known, and unknown third parties may be affected by the performance of this Agreement. 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 Agreement, 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.
9. Disputes. Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this Agreement 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 Agreement. 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 Agreement. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this Agreement with the Fair.

The Parties hereto agree to the terms of this Agreement.

SCOPE OF WORK:

Upon receipt of signed Funding Agreement, CCA will perform the following services and work: The scope of work involves grinding 2 inches of asphalt in front of the Pacific Amphitheater box office and repaving the area with 3/8-inch fine aggregate asphalt.

1.
 1. CCA will obtain any required Fire Marshal permit.
 2. CCA will engage a qualified contractor to conduct the construction work in accordance with approved plans and scope.
 3. CCA will inspect the work.
 4. CCA will provide project management and administration services associated with the construction process.
 5. CCA will manage the bidding process.
 6. CCA will oversee all aspects of the construction phase and ensure strict adherence to the enhanced worker safety program.
 7. CCA will not be responsible for, nor provide, any services related to Design Development.
 8. CCA will not be responsible for, nor provide, any services related to Construction Development.

CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair.

| # | Budget Code | Description | Amount |
|---|---|--|--------------|
| 1 | 01-100.4. CON Construction Contract.4. Construction | Construction Contract | \$159,000.00 |
| 2 | 01-110-20.4. CON Construction Contingency.4. Construction | Construction Contingency | \$15,900.00 |
| 3 | 01-140-10.3. BD Construction Project Management Fees (%).3. Bid Development | Construction Project Management Fees (%) | \$1,590.00 |
| 4 | 01-140-10.4. CON Construction Project Management Fees (%).4. Construction | Construction Project Management Fees (%) | \$11,130.00 |
| 5 | 01-200-20.4. CON Engineer.4. Construction | Engineer | \$3,000.00 |
| 6 | 01-230-30.4. CON Inspections - Construction.4. Construction | Inspections - Construction | \$1,800.00 |
| 7 | 01-230-40.4. CON Inspections - Special.4. Construction | Inspections - Special | \$4,142.50 |



Funding Contract 032-25-506010-1

| # | Budget Code | Description | Amount |
|--------------|---|-------------|--------------|
| 8 | 01-240-10.3. BD Travel.3. Bid Development | Travel | \$1,200.00 |
| 9 | 01-240-10.4. CON Travel.4. Construction | Travel | \$1,590.00 |
| 10 | 01-240-50.3. BD Misc.3. Bid Development | Misc | \$397.50 |
| 11 | 01-240-50.4. CON Misc.4. Construction | Misc | \$250.00 |
| Grand Total: | | | \$200,000.00 |

Initial
JE

32nd District Agricultural Association
88 Fair Dr.
Costa Mesa, California 92626

California Construction Authority
1776 Tribute Road, Suite 220
Sacramento, California 95815

DS
kk

2/11/2025

SIGNATURE

DATE

DocuSigned by:
Michele Richards

2/11/2025

SIGNATURE

DATE

DocuSigned by:
Randy Crabtree

2/12/2025

SIGNATURE

DATE



California Construction Authority
1776 Tribute Road Suite 220
Sacramento, California 95815
Phone: (916) 263-6100

Funding Contract 032-25-888420-1

Project: 032-25-888420 - OC Fair & Event Center - Patio Cover at The Ranch Community Center
88 Fair Drive
Costa Mesa, California 92626
Phone: 714-708-1500

Funding Agreement- Patio Cover at The Ranch Community Center

| | | | |
|-----------------------------------|---|--------------------------------|---|
| FUNDING SOURCE: | 32nd District Agricultural Association 88 Fair Dr. Costa Mesa, California 92626 | CONTRACTOR: | California Construction Authority 1776 Tribute Road, Suite 220 Sacramento, California 95815 |
| ARCHITECT/ENGINEER: | | DATE CREATED: | 01/14/2025 |
| CONTRACT STATUS: | Approved | CREATED BY: | Dante Medina (California Construction Authority) |
| EXECUTED: | No | DEFAULT RETAINAGE: | 0.0% |
| | | CONTRACT DATE: | 01/23/2025 |
| ESTIMATED COMPLETION DATE: | 11/28/2025 | ACTUAL COMPLETION DATE: | |

DESCRIPTION:

This Agreement made between the OC Fair & Event Center ("Fair") and California Construction Authority ("CCA") details the estimated funding requirements and schedule for CCA to provide Construction Management and/or Plan Review and Inspection services to Fair for the abovementioned project.

ATTACHMENTS:

TERMS:

This Funding Agreement, referred to as "Agreement" and previously known as Individual Project Agreement ("IPA"), is entered into on the Contract Date above by and between the California Construction Authority ("CCA"), a Joint Powers Authority, and the OC Fair & Event Center ("Fair"). CCA and Fair are referred to as the "parties" and individually referred to as a "party."

Whereas CCA and Fair desire to enter into this Funding Agreement to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

1. Master Project Agreement Incorporated. All terms and conditions of the Master Project Agreement / MOU between the parties are incorporated herein by this reference.
2. Scope of Services. CCA shall perform the services and work set forth in the Scope of Services ("Services"), attached hereto as "Scope of Work" and incorporated herein, for the identified project ("Project").
3. Not to Exceed Amount. The total estimated project cost is **EIGHTY-FIVE THOUSAND and 00/100 (\$85,000.00)**, or as later modified in writing between the parties.
4. Project Budget; CCA Fees. The Schedule of Values, including CCA fees, is included and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Schedule of Values.
5. Payment Schedule. Payment will be made in the full amount stated above and shall be paid concurrently with the execution of this Agreement.
6. Project Budget Funds. The Fair shall place the Project Budget funds into the Project Fund Account held by CCA. CCA shall administer the Project Fund Account in accordance with the terms of this Agreement and CCA policy.
CCA shall provide the Fair with accounting reports of Project funds, at completion of project following reconciliation, or upon request of the Fair, if required.
7. Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this Agreement, Fair shall compensate CCA, in accordance with the Project Budget, for all Services performed prior to termination including compensation for all non-



Funding Contract 032-25-888420-1

revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

8. Third Parties. The performance of CCA's Scope of Services inures to the benefit of the Fair. To provide these services, CCA may engage third parties. Additionally, known, and unknown third parties may be affected by the performance of this Agreement. 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 Agreement, 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.
9. Disputes. Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this Agreement 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 Agreement. 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 Agreement. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this Agreement with the Fair.

The Parties hereto agree to the terms of this Agreement.

SCOPE OF WORK:

Upon receipt of signed Funding Agreement, CCA will perform the following services and work: Design, build, and install a steel free standing patio structure.

1.
 1. CCA will obtain any required Fire Marshal permit.
 2. CCA will engage a qualified contractor to conduct the construction work in accordance with approved plans and scope.
 3. CCA will inspect the work.
 4. CCA will provide project management and administration services associated with the construction process.
 5. CCA will engage a qualified contractor to manage the design and development phase of the project. This entails weekly design meetings with all stakeholders.
 6. CCA will oversee the construction development phase to ensure full compliance with all construction documents and project specifications.
 7. CCA will manage the bidding process.
 8. CCA will supervise all aspects of the construction phase and ensure strict adherence to the enhanced worker safety program.

CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair.

| # | Budget Code | Description | Amount |
|----|---|--|-------------|
| 1 | 01-100.4. CON Construction Contract | Construction Contract | \$57,500.00 |
| 2 | 01-110-10.1. DD Design Development Contingency (1%) | Design Contingency | \$575.00 |
| 3 | 01-110-10.2. CD CD Contingency (1%) | Design Contingency | \$575.00 |
| 4 | 01-110-10.3. BD Bidding Process Contingency (0.5%) | Design Contingency | \$287.50 |
| 5 | 01-110-20.4. CON Construction Project Contingency | Construction Contingency | \$5,750.00 |
| 6 | 01-140-10.1. DD Project Management (2%) | Construction Project Management Fees (%) | \$1,150.00 |
| 7 | 01-140-10.2. CD Project Management (2%) | Construction Project Management Fees (%) | \$1,150.00 |
| 8 | 01-140-10.3. BD Project Management (1%) | Construction Project Management Fees (%) | \$575.00 |
| 9 | 01-140-10.4. CON Project Management (7%) | Construction Project Management Fees (%) | \$4,025.00 |
| 10 | 01-150.4. CON Equipment/Materials/Supplies | Special Purchasing | \$0.00 |



Funding Contract 032-25-888420-1

| # | Budget Code | Description | Amount |
|--------------|---|----------------------------|-------------|
| 11 | 01-200-10.1. DD Professional Services - Architecture (4%) | Architect | \$0.00 |
| 12 | 01-200-10.2. CD Professional Services (4%) | Architect | \$2,300.00 |
| 13 | 01-200-10.3. BD Professional Services (0.5%) | Architect | \$287.50 |
| 14 | 01-200-10.4. CON Professional Services (2%) | Architect | \$1,150.00 |
| 15 | 01-200-20.1. DD Professional Services - Engineering (4%) | Engineer | \$2,300.00 |
| 16 | 01-230-10.2. CD Agency Review Fees (0.5%) | Plan Review | \$287.50 |
| 17 | 01-230-30.4. CON Inspections (2%) | Inspections - Construction | \$2,400.00 |
| 18 | 01-230-40.4. CON Special Inspections (greater of 2% or \$2,400) | Inspections - Special | \$2,675.00 |
| 19 | 01-240-10.1. DD Travel (.5%) | Travel | \$287.50 |
| 20 | 01-240-10.2. CD Travel (.5%) | Travel | \$287.50 |
| 21 | 01-240-10.3. BD Travel (.5%) | Travel | \$287.50 |
| 22 | 01-240-10.4. CON Travel (1%) | Travel | \$575.00 |
| 23 | 01-240-50.1. DD Printing/Misc. Office Supplies (0.25%) | Misc | \$143.75 |
| 24 | 01-240-50.2. CD Printing/Misc. Office Supplies (0.25%) | Misc | \$143.75 |
| 25 | 01-240-50.3. BD Printing/Misc. Office Supplies (0.25%) | Misc | \$143.75 |
| 26 | 01-240-50.4. CON Printing/Misc. Office Supplies (0.25%) | Misc | \$143.75 |
| Grand Total: | | | \$85,000.00 |

Initial
JE

32nd District Agricultural Association
88 Fair Dr.
Costa Mesa, California 92626

California Construction Authority
1776 Tribute Road, Suite 220
Sacramento, California 95815

DS
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2/11/2025

SIGNATURE

DATE

DocuSigned by:

Michele Richards

2/11/2025

87DC0C78403C4A1...

SIGNATURE

DATE

DocuSigned by:

Randy Crabtree

2/12/2025

F77C2778434047C...

SIGNATURE

DATE



California Construction Authority
1776 Tribute Road Suite 220
Sacramento, California 95815
Phone: (916) 263-6100

Funding Contract 032-25-888573-1

Project: 032-25-888573 - OC Fair & Event Center - Pacific Amphitheater
Sound Walls
88 Fair Drive
Costa Mesa, California 92626
Phone: 714-708-1500

Funding Agreement- Pacific Amphitheater Sound Walls

| | | | |
|-----------------------------------|---|--------------------------------|---|
| FUNDING SOURCE: | 32nd District Agricultural Association 88 Fair Dr. Costa Mesa, California 92626 | CONTRACTOR: | California Construction Authority 1776 Tribute Road, Suite 220 Sacramento, California 95815 |
| ARCHITECT/ENGINEER: | | DATE CREATED: | 01/14/2025 |
| CONTRACT STATUS: | Approved | CREATED BY: | Dante Medina (California Construction Authority) |
| EXECUTED: | No | DEFAULT RETAINAGE: | 0.0% |
| | | CONTRACT DATE: | 01/22/2025 |
| ESTIMATED COMPLETION DATE: | 07/04/2025 | ACTUAL COMPLETION DATE: | |

DESCRIPTION:

This Agreement made between the OC Fair & Event Center("Fair") and California Construction Authority ("CCA") details the estimated funding requirements and schedule for CCA to provide Construction Management and/or Plan Review and Inspection services to Fair for the abovementioned project.

ATTACHMENTS:

TERMS:

This Funding Agreement, referred to as "Agreement" and previously known as Individual Project Agreement ("IPA"), is entered into on the Contract Date above by and between the California Construction Authority ("CCA"), a Joint Powers Authority, and the OC Fair & Event Center ("Fair"). CCA and Fair are referred to as the "parties" and individually referred to as a "party."

Whereas CCA and Fair desire to enter into this Funding Agreement to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

1. **Master Project Agreement Incorporated.** All terms and conditions of the Master Project Agreement / MOU between the parties are incorporated herein by this reference.
2. **Scope of Services.** CCA shall perform the services and work set forth in the Scope of Services ("Services"), attached hereto as "Scope of Work" and incorporated herein, for the identified project ("Project").
3. **Not to Exceed Amount.** The total estimated project cost is **SIX-HUNDRED THOUSAND and 00/100 (\$600,000.00)**, or as later modified in writing between the parties.
4. **Project Budget; CCA Fees.** The Schedule of Values, including CCA fees, is included and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Schedule of Values.
5. **Payment Schedule.** [Payment will be made in the full amount stated above and shall be paid concurrently with the execution of this Agreement.
6. **Project Budget Funds.** The Fair shall place the Project Budget funds into the Project Fund Account held by CCA. CCA shall administer the Project Fund Account in accordance with the terms of this Agreement and CCA policy.
CCA shall provide the Fair with accounting reports of Project funds, at completion of project following reconciliation, or upon request of the Fair, if required.
7. **Termination.** Either party may terminate this Agreement by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this Agreement, Fair shall compensate CCA, in accordance with the Project Budget, for all Services performed prior to termination including compensation for all non-



Funding Contract 032-25-888573-1

revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

8. Third Parties. The performance of CCA's Scope of Services inures to the benefit of the Fair. To provide these services, CCA may engage third parties. Additionally, known, and unknown third parties may be affected by the performance of this Agreement. 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 Agreement, 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.
9. Disputes. Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this Agreement 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 Agreement. 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 Agreement. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this Agreement with the Fair.

The Parties hereto agree to the terms of this Agreement.

SCOPE OF WORK:

Upon receipt of signed Funding Agreement, CCA will perform the following services and work: The scope of work entails the removal and replacement of six sound walls. All materials will be thoroughly painted prior to installation to ensure optimal weather protection for all surfaces.

1.
 1. CCA will obtain any required Fire Marshal permit.
 2. CCA will engage a qualified contractor to conduct the construction work in accordance with approved plans and scope.
 3. CCA will inspect the work.
 4. CCA will provide project management and administration services associated with the construction process.
 5. CCA will manage the bidding process.
 6. CCA will oversee all aspects of the construction phase and ensure strict adherence to the enhanced worker safety program.
 7. CCA will not be responsible for, nor provide, any services related to Design Development.
 8. CCA will not be responsible for, nor provide, any services related to Construction Development.

CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair.

| # | Budget Code | Description | Amount |
|---|---|--|--------------|
| 1 | 01-100.4. CON Construction Contract.4. Construction | Construction Contract | \$494,000.00 |
| 2 | 01-110-10.3. BD Design Contingency.3. Bid Development | Design Contingency | \$2,470.00 |
| 3 | 01-110-20.4. CON Construction Contingency.4. Construction | Construction Contingency | \$49,400.00 |
| 4 | 01-140-10.3. BD Construction Project Management Fees (%).3. Bid Development | Construction Project Management Fees (%) | \$4,940.00 |
| 5 | 01-140-10.4. CON Construction Project Management Fees (%).4. Construction | Construction Project Management Fees (%) | \$34,580.00 |
| 6 | 01-200-20.3. BD Engineer.3. Bid Development | Engineer | \$1,500.00 |
| 7 | 01-210.4. CON Design Coordination.4. Construction | Design Coordination | \$1,500.00 |



Funding Contract 032-25-888573-1

| # | Budget Code | Description | Amount |
|--------------|---|----------------------------|--------------|
| 8 | 01-230-30.4. CON Inspections - Construction.4. Construction | Inspections - Construction | \$3,555.00 |
| 9 | 01-240-10.3. BD Travel.3. Bid Development | Travel | \$2,470.00 |
| 10 | 01-240-10.4. CON Travel.4. Construction | Travel | \$4,100.00 |
| 11 | 01-240-50.3. BD Misc.3. Bid Development | Misc | \$1,235.00 |
| 12 | 01-240-50.4. CON Misc.4. Construction | Misc | \$250.00 |
| Grand Total: | | | \$600,000.00 |

Initial
JE

32nd District Agricultural Association
88 Fair Dr.
Costa Mesa, California 92626

California Construction Authority
1776 Tribute Road, Suite 220
Sacramento, California 95815

DS
kk

2/11/2025

DocuSigned by:
Michele Richards

2/11/2025

DocuSigned by:
Randy Crabtree

2/12/2025

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



California Construction Authority
1776 Tribute Road Suite 220
Sacramento, California 95815
Phone: (916) 263-6100

Funding Contract 032-25-888576-01

Project: 032-25-888576 - OC Fair & Event Center - Lots H, A, B
88 Fair Drive
Costa Mesa, California 92626
Phone: 714-708-1500

Funding Agreement- Lots H, A, B

| | | | |
|-----------------------------------|---|--------------------------------|---|
| FUNDING SOURCE: | 32nd District Agricultural Association 88 Fair Dr. Costa Mesa, California 92626 | CONTRACTOR: | California Construction Authority 1776 Tribute Road, Suite 220 Sacramento, California 95815 |
| ARCHITECT/ENGINEER: | | DATE CREATED: | 01/14/2025 |
| CONTRACT STATUS: | Approved | CREATED BY: | Dante Medina (California Construction Authority) |
| EXECUTED: | No | DEFAULT RETAINAGE: | 0.0% |
| | | CONTRACT DATE: | 01/21/2025 |
| ESTIMATED COMPLETION DATE: | 12/19/2025 | ACTUAL COMPLETION DATE: | |

DESCRIPTION:

This Agreement made between the OC Fair & Event Center ("Fair") and California Construction Authority ("CCA") details the estimated funding requirements and schedule for CCA to provide Construction Management and/or Plan Review and Inspection services to Fair for the abovementioned project.

ATTACHMENTS:

TERMS:

This Funding Agreement, referred to as "Agreement" and previously known as Individual Project Agreement ("IPA"), is entered into on the Contract Date above by and between the California Construction Authority ("CCA"), a Joint Powers Authority, and the OC Fair & Event Center ("Fair"). CCA and Fair are referred to as the "parties" and individually referred to as a "party."

Whereas CCA and Fair desire to enter into this Funding Agreement to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

1. Master Project Agreement Incorporated. All terms and conditions of the Master Project Agreement / MOU between the parties are incorporated herein by this reference.
2. Scope of Services. CCA shall perform the services and work set forth in the Scope of Services ("Services"), attached hereto as "Scope of Work" and incorporated herein, for the identified project ("Project").
3. Not to Exceed Amount. The total estimated project cost is **ONE MILLION- ONE HUNDRED THOUSAND and 00/100 (\$1,100,000.00)**, or as later modified in writing between the parties.
4. Project Budget; CCA Fees. The Schedule of Values, including CCA fees, is included and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Schedule of Values.
5. Payment Schedule. Payment will be made in the full amount stated above and shall be paid concurrently with the execution of this Agreement.
6. Project Budget Funds. The Fair shall place the Project Budget funds into the Project Fund Account held by CCA. CCA shall administer the Project Fund Account in accordance with the terms of this Agreement and CCA policy.
CCA shall provide the Fair with accounting reports of Project funds, at completion of project following reconciliation, or upon request of the Fair, if required.
7. Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this Agreement, Fair shall compensate CCA, in accordance with the Project Budget, for all Services performed prior to termination including compensation for all non-



Funding Contract 032-25-888576-01

revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

8. Third Parties. The performance of CCA's Scope of Services inures to the benefit of the Fair. To provide these services, CCA may engage third parties. Additionally, known, and unknown third parties may be affected by the performance of this Agreement. 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 Agreement, 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.
9. Disputes. Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this Agreement 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 Agreement. 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 Agreement. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this Agreement with the Fair.

The Parties hereto agree to the terms of this Agreement.

SCOPE OF WORK:

Upon receipt of signed Funding Agreement, CCA will perform the following services and work: The scope of work includes the removal and replacement of asphalt as necessary, followed by the application of a Type 2 slurry coat in parking lots H, A, and B. Additionally, the project will involve restriping the parking lot to ensure clear and precise markings.

1.
 1. CCA will obtain any required Fire Marshal permit.
 2. CCA will engage a qualified contractor to conduct the construction work in accordance with approved plans and scope.
 3. CCA will inspect the work.
 4. CCA will provide project management and administration services associated with the construction process.
 5. CCA will manage the bidding process.
 6. CCA will oversee all aspects of the construction phase and ensure strict adherence to the enhanced worker safety program.
 7. CCA will not be responsible for, nor provide, any services related to Design Development.
 8. CCA will not be responsible for, nor provide, any services related to Construction Development.

CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair.

| # | Budget Code | Description | Amount |
|---|---|--|--------------|
| 1 | 01-100.4. CON Construction Contract.4. Construction | Construction Contract | \$900,000.00 |
| 2 | 01-110-20.4. CON Construction Contingency.4. Construction | Construction Contingency | \$90,000.00 |
| 3 | 01-140-10.3. BD Construction Project Management Fees (%).3. Bid Development | Construction Project Management Fees (%) | \$9,000.00 |
| 4 | 01-140-10.4. CON Construction Project Management Fees (%).4. Construction | Construction Project Management Fees (%) | \$63,000.00 |
| 5 | 01-200-20.4. CON Engineer.4. Construction | Engineer | \$11,500.00 |
| 6 | 01-230-30.4. CON Inspections - Construction.4. Construction | Inspections - Construction | \$2,800.00 |



Funding Contract 032-25-888576-01

| # | Budget Code | Description | Amount |
|--------------|--|-----------------------|----------------|
| 7 | 01-230-40.4. CON Inspections - Special.4. Construction | Inspections - Special | \$18,000.00 |
| 8 | 01-240-10.3. BD Travel.3. Bid Development | Travel | \$3,200.00 |
| 9 | 01-240-10.4. CON Travel.4. Construction | Travel | \$2,000.00 |
| 10 | 01-240-50.3. BD Misc.3. Bid Development | Misc | \$250.00 |
| 11 | 01-240-50.4. CON Misc.4. Construction | Misc | \$250.00 |
| Grand Total: | | | \$1,100,000.00 |

Initial
JE

32nd District Agricultural Association
88 Fair Dr.
Costa Mesa, California 92626

California Construction Authority
1776 Tribute Road, Suite 220
Sacramento, California 95815

DS
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2/11/2025

DocuSigned by:

Michele Richards

2/11/2025

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DocuSigned by:

Randy Crabtree

2/12/2025

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SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Joint Powers Authority

Invoices Paid
January 2025
NONE.