

**OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
APRIL 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	032-23-506010	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
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
New					
California Construction Authority	032-25-915922	2/11/2025	2025 Storm Water Program Assistance	CCA	\$74,999.00
Amendments					
None.					



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

Funding Contract 3

Project: 032-25-915922 - OC FEC 2025 Storm Water Program Assistance
88 Fair Drive
Costa Mesa, 92626
Phone: 916-224-8902

Funding Agreement - Storm Water Program Assistance

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:	02/11/2025
CONTRACT STATUS:	Approved	CREATED BY:	Myriam Mascorro (California Construction Authority)
EXECUTED:	No	DEFAULT RETAINAGE:	0.0%
		CONTRACT DATE:	01/01/2025
ESTIMATED COMPLETION DATE:	12/31/2025	ACTUAL COMPLETION DATE:	

DESCRIPTION:

This agreement details the funding requirements and schedule for the CCA management and handling of the Fuscoe Engineering contract for the 2025 Storm Water Program Assistance at the OC Fair & Event Center.

ATTACHMENTS:

[Project Budget 032-25-915922 - OC FEC 2025 Storm Water.pdf](#), [OC FEC 2025 Stormwater Program Support Proposal_2024-12-18.pdf](#)

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 **Seventy Four Thousand Nine Hundred Ninety Nine and 00/100 (\$74,999.00)**, 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 3

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:



This Scope of Work includes CCA's management and handling of the Fuscoe Engineering contract for the 2025 Storm Water Program Assistance at the OC Fair & Event Center:

1. The Fuscoe scope of work includes:

- Technical Support
- SWMP Updates
- Quarterly Review of Compliance Activities
- 2024-2025 Annual Report and PEAIP
- Trash Provisions Compliance


2. CCA will provide project administration services associated with the project.


#	Budget Code	Description	Amount
1	01-240-50.1. DD Misc.1. Design Development	Misc. Office Supplies & Technology Fee	\$100.00
2	01-120.1. DD Project Oversight.1. Design Development	Consultant for 2025 Stormwater	\$72,800.00
3	01-140-10.1. DD Construction Project Management Fees (%).1. Design Development	Project Management / Administration	\$2,099.00
Grand Total:			\$74,999.00

DS Initial



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

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

DocuSigned by:

 206E37874B8F436...
SIGNATURE **DATE** 4/7/2025

DocuSigned by:

 87D69C78493C4A1...
SIGNATURE **DATE** 4/7/2025

DocuSigned by:

 F77C2778434047C...
SIGNATURE **DATE** 4/8/2025



California Construction Authority

Service Budget

Fair Name: 32 DAA OCFEC

Project Name: 2025 Storm Water Program Assistance

Project #: 032-25-915922

Budget Categories		Total
	Phase 1	
Service		
Misc. Office Supplies & Technology Fee	\$100.00	\$100.00
Consultant for 2025 Stormwater	\$70,000.00	\$70,000.00
Consultant for 2025 Stormwater (Reimbursables)	\$2,800.00	\$2,800.00
Project Management	\$1,349.00	\$1,349.00
Project Administration	\$750.00	\$750.00
GRAND TOTAL ALL PHASES	\$74,999.00	



IRVINE
SAN DIEGO
ONTARIO
LOS ANGELES

EXHIBIT A

Scope of Services & Fee Proposal

California Construction Authority

OC Fair & Event Center 2025 Stormwater Program Support

December 18, 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 2025 calendar year and the preparation of its 2024-25 Annual Report to be submitted prior to October 15, 2025.

2.0 PURPOSE OF SERVICES

To provide consulting services and oversight for OCFEC's Storm Water Management Plan implementation. These services do not cover the development and implementation of requirements under the 2024 Informal Draft Small MS4 Permit that is anticipated to be adopted in 2025 or later, such as an asset management database or TMDL Attainment Plan.

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 & Event Center 2025 Stormwater Program Support

December 18, 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 OC FEC 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. 2024-2025 Annual Report and PEAIP

Based on the 2024-2025 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, 2025.

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 OC FEC's storm water program. This task is scheduled to be performed during July 1 to October 15, 2025.

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 OC FEC'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.

Scope of Services & Fee Proposal

California Construction Authority

OC Fair & Event Center 2025 Stormwater Program Support

December 18, 2024

Additional Services Available but Not Included

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

Reimbursables Budget (Est.) \$2,800

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

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

Fusco 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 20% 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 & Event Center 2025 Stormwater Program Support

December 18, 2024

SUMMARY OF SCOPE OF WORK AND FEES

		<u>Org.</u>		
Task 1.	Technical Support	OC Env	Hourly (*Est.)	\$30,000
Task 2.	SWMP Updates	OC Env	Hourly (*Est.)	\$10,000
Task 3.	Quarterly Review of Compliance Activities	OC Env	Hourly (*Est.)	\$13,000
Task 4.	2024-2025 Annual Report and PEALP	OC Env	Hourly (*Est.)	\$12,000
Task 5.	Trash Provisions Compliance	OC Env	Hourly (*Est.)	\$5,000
TOTAL				\$70,000.00

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 & Event Center 2025 Stormwater Program Support

December 18, 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 & Event Center 2025 Stormwater Program Support

December 18, 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 & Event Center 2025 Stormwater Program Support

December 18, 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 2025 Stormwater Program Support

December 18, 2024

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



IRVINE
SAN DIEGO
ONTARIO
LOS ANGELES

EXHIBIT B

2024 - 2025 RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
President / Vice President / Principal / Sr. Project Manager	\$270
Project Manager / Technical Manager / Sr. Land Surveyor	\$238
Assoc. Project Manager / Sr. Engineer / Sr. Designer / Sr. Stormwater Engineer	\$220
Land Surveyor / Engineer / Designer / Stormwater Engineer / Specialist	\$195
Project Scientist / GIS Analyst	\$190
Sr. Survey Analyst / Sr. Mapping Analyst	\$185
GIS Coordinator / Data Scientist	\$172
Assoc. Engineer / Assoc. Stormwater Engineer / Stormwater Tech. / Plan Processor	\$160
Geospatial Specialist / Survey Analyst / Mapping Analyst	\$160
Stormwater Inspector	\$135
3D Artist / Survey Technician	\$130
Image Technician	\$114
Information Coordinator	\$110
1-Man Survey Crew	\$226
2-Man Survey Crew	\$354
3-Man Survey Crew	\$450

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 20% 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, 2025 – REV. 1



IRVINE
SAN DIEGO
ONTARIO
LOS ANGELES

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into on this ____ day of _____, 202__, by and between:

Client

and Consultant

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

Phone: 916.263.6100
Fax: 916.262.6116

E-mail: sslay@ccaauthority.org

Contact: Sean Slay, Project Manager

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

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 2025 Stormwater Program Support**; 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.



IRVINE
SAN DIEGO
ONTARIO
LOS ANGELES

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.



IRVINE
SAN DIEGO
ONTARIO
LOS ANGELES

CLIENT:

CALIFORNIA CONSTRUCTION AUTHORITY

By: _____

(Signature)

Title: _____

Date: _____

CONSULTANT:

FUSCOE ENGINEERING, INC.

By: _____

(Signature)

Title: _____

Date: _____

Certificate Of Completion

Envelope Id: F7934208-9E1D-483A-A235-19745EF3B8A6

Status: Completed

Subject: Funding Agreement - OCFEC 2025 Storm Water Program Assistance

Source Envelope:

Document Pages: 15

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 2

Myriam Mascorro

AutoNav: Enabled

1776 Tribute Rd Suite 220

Envelopeld Stamping: Enabled

Sacramento, CA 95815

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

mmascorro@ccauthority.org

IP Address: 35.162.92.191

Record Tracking

Status: Original

Holder: Myriam Mascorro

Location: DocuSign

3/25/2025 1:49:16 PM

mmascorro@ccauthority.org

Signer Events

Jerry Eldridge

jeldridge@ocfair.com

Security Level: Email, Account Authentication
(None)

Signature

Initial
JE

Signature Adoption: Pre-selected Style
Using IP Address: 173.196.192.88

Timestamp

Sent: 3/28/2025 9:49:36 AM

Resent: 3/28/2025 9:49:51 AM

Resent: 4/1/2025 10:12:38 AM

Viewed: 4/1/2025 10:25:34 AM

Signed: 4/1/2025 10:33:32 AM

Electronic Record and Signature Disclosure:

Accepted: 3/28/2025 2:23:33 PM

ID: eb2fef72-eba5-456c-8d16-95c59ee41fca

Ken Karns

kkarns@ocfair.com

Security Level: Email, Account Authentication
(None)

DS
kk

Signature Adoption: Pre-selected Style
Using IP Address: 173.196.192.88

Sent: 3/25/2025 1:57:14 PM

Resent: 3/26/2025 12:00:36 PM

Resent: 3/28/2025 8:49:38 AM

Resent: 4/2/2025 10:46:25 AM

Viewed: 4/2/2025 11:11:38 AM

Signed: 4/2/2025 11:13:40 AM

Electronic Record and Signature Disclosure:

Accepted: 1/26/2023 9:01:24 AM

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

Michele Richards

mrichards@ocfair.com

Chief Executive Officer

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Michele Richards
87DC9C78193C4A1...

Signature Adoption: Pre-selected Style
Using IP Address: 173.196.192.88

Sent: 4/2/2025 11:13:42 AM

Resent: 4/4/2025 12:12:54 PM

Viewed: 4/7/2025 11:10:34 AM

Signed: 4/7/2025 11:10:47 AM

Electronic Record and Signature Disclosure:

Accepted: 4/7/2025 11:10:34 AM

ID: 87fdc168-83be-47af-bb56-e9a1987be7a3

Bren Walker

bwalker@ccauthority.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Bren Walker
206E37871B8F435...

Signature Adoption: Pre-selected Style
Using IP Address: 207.183.250.90

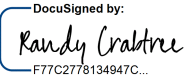
Sent: 4/7/2025 11:10:48 AM

Viewed: 4/7/2025 11:11:44 AM

Signed: 4/7/2025 11:11:59 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Randy Crabtree rcrabtree@ccauthority.org Executive Officer California Fairs Financing Authority Security Level: Email, Account Authentication (None)	<div> DocuSigned by:  F77C2778134947C... </div> Signature Adoption: Pre-selected Style Using IP Address: 65.204.129.130	Sent: 4/7/2025 11:12:01 AM Viewed: 4/8/2025 9:53:58 PM Signed: 4/8/2025 9:54:06 PM

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
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/25/2025 1:57:14 PM
Envelope Updated	Security Checked	3/28/2025 9:49:35 AM
Envelope Updated	Security Checked	3/28/2025 9:49:35 AM
Certified Delivered	Security Checked	4/8/2025 9:53:58 PM
Signing Complete	Security Checked	4/8/2025 9:54:06 PM
Completed	Security Checked	4/8/2025 9:54:06 PM
Payment Events	Status	Timestamps
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.

Joint Powers Authority

Invoices Paid

March 2025

O.C. Fair & Event Center

CHECK REQUEST FORM

Date: 03/07/25

Date Needed: 3/7/2025

Vendor Code (Acct): CCA

Check Amount: \$600,000.00

GL Account/Dept # 1820-00-25804-A

Vendor Name Payable To: CALIFORNIA CONSTRUCTION AUTHORITY

Vendor Address: ATTN: RANDY CRABTREE, EXECUTIVE OFFICER

1776 TRIBUTE ROAD, SUITE 220 SACRAMENTO, CA 95815

Reason for Request:

CCA PROJECT NO. 032-25-888573

Pacific Amphitheater Sound Walls

Funding Contract 032-25-888573-1

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

ABRAHAN J. VENEGAS
Person Making Request

Approved by Department Supervisor


General Manager and CEO: Michele Richards

 3/10/2025
Chief Administrative Officer: Melissa Au-Yeung

Chief Operating Officer: Ken Karns

Chief Business Development Officer: Michele Capps

*CHECKS OVER \$15,000 REQUIRE 2 SIGNATURES

AJV 03/18/2025



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

Certificate Of Completion

Envelope Id: 7D795495-7E34-4E00-BE91-9F4717A9D2C2

Status: Completed

Subject: Funding Agreement- Pacific Amphitheater Sound Walls

Source Envelope:

Document Pages: 3

Signatures: 2

Certificate Pages: 5

Initials: 2

AutoNav: Enabled

EnvelopeId Stamping: Enabled

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

Envelope Originator:

Dante Medina

1776 Tribute Rd Suite 220

Sacramento, CA 95815

dmedina@ccauthority.org

IP Address: 34.218.157.79

Record Tracking

Status: Original

Holder: Dante Medina

Location: DocuSign

2/6/2025 12:36:34 PM

dmedina@ccauthority.org

Signer Events

Signature

Timestamp

Jerry Eldridge

jeldridge@ocfair.com

Security Level: Email, Account Authentication
(None)

Initial
JE

Signature Adoption: Pre-selected Style

Using IP Address: 173.196.192.88

Sent: 2/6/2025 12:39:33 PM

Viewed: 2/6/2025 4:48:22 PM

Signed: 2/6/2025 5:01:48 PM

Electronic Record and Signature Disclosure:

Accepted: 2/6/2025 4:48:22 PM

ID: 41f4222a-38e3-4ba3-9815-a8e94b6192b0

Ken Karns

kkarns@ocfair.com

Security Level: Email, Account Authentication
(None)

DS
kk

Signature Adoption: Pre-selected Style

Using IP Address: 173.196.192.88

Sent: 2/6/2025 5:01:49 PM

Viewed: 2/11/2025 8:30:22 AM

Signed: 2/11/2025 8:31:08 AM

Electronic Record and Signature Disclosure:

Accepted: 1/26/2023 9:01:24 AM

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

Michele Richards

mrichards@ocfair.com

Chief Executive Officer

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Michele Richards
87DC9C7B183CA41...

Signature Adoption: Pre-selected Style

Using IP Address: 173.196.192.88

Sent: 2/11/2025 8:31:10 AM

Viewed: 2/11/2025 10:04:49 AM

Signed: 2/11/2025 10:04:56 AM

Electronic Record and Signature Disclosure:

Accepted: 2/11/2025 10:04:49 AM

ID: 5090a841-7a9a-4ee9-9a5f-617577e3a8fe

Randy Crabtree

rcrabtree@ccauthority.org

Executive Officer

California Fairs Financing Authority

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Randy Crabtree
F77C277B134947C...

Signature Adoption: Pre-selected Style

Using IP Address: 172.56.152.21

Signed using mobile

Sent: 2/11/2025 10:04:57 AM

Viewed: 2/12/2025 9:48:16 AM

Signed: 2/12/2025 9:48:47 AM

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

COPIED

Sent: 2/12/2025 9:48:49 AM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Summer Angus
sangus@ocfair.com

COPIED

Sent: 2/12/2025 9:48:50 AM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Melissa Auyeung
mauyeung@ocfair.com

COPIED

Sent: 2/12/2025 9:48:51 AM

Melissa Au-Yeung
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

AP OC Fair
ap@ocfair.com

COPIED

Sent: 2/12/2025 9:48:52 AM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	2/6/2025 12:39:33 PM
Envelope Updated	Security Checked	2/10/2025 9:35:05 AM
Certified Delivered	Security Checked	2/12/2025 9:48:16 AM
Signing Complete	Security Checked	2/12/2025 9:48:47 AM
Completed	Security Checked	2/12/2025 9:48:52 AM

Payment Events	Status	Timestamps
----------------	--------	------------

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.

O.C. Fair & Event Center
CHECK REQUEST FORM

Date: 03/07/25

Date Needed: 3/7/2025

Vendor Code (Acct): CCA

Check Amount: \$200,000.00

GL Account/Dept # 1820-00-25B05-A

Vendor Name Payable To: CALIFORNIA CONSTRUCTION AUTHORITY

Vendor Address: ATTN: RANDY CRABTREE, EXECUTIVE OFFICER

1776 TRIBUTE ROAD, SUITE 220 SACRAMENTO, CA 95815

Reason for Request:

CCA PROJECT NO. 032-25-506010

Pacific Amphitheater Box Office Asphalt

Funding Contract 032-25-506010-1

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

ABRAHAN J. VENEGAS
Person Making Request

Approved by Department Supervisor


General Manager and CEO: Michele Richards

 3/10/2025
Chief Administrative Officer: Melissa Au-Yeung

Chief Operating Officer: Ken Karns

Chief Business Development Officer: Michele Capps

*CHECKS OVER \$15,000 REQUIRE 2 SIGNATURES

AJV 03/18/2025



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



**California
CONSTRUCTION
Authority**

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

DocuSigned by:

Michele Richards 2/11/2025

DocuSigned by:

Randy Crabtree

2/12/2025

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Certificate Of Completion

Envelope Id: F9792A67-7CBB-4FB9-ABEE-5DA55521977E
 Subject: Funding Agreement- Pacific Amphitheater Box Office Asphalt
 Source Envelope:
 Document Pages: 3
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Dante Medina
 1776 Tribute Rd Suite 220
 Sacramento, CA 95815
 dmedina@ccauthority.org
 IP Address: 34.218.157.79

Record Tracking

Status: Original
 2/6/2025 12:13:42 PM
 Holder: Dante Medina
 dmedina@ccauthority.org

Location: DocuSign

Signer Events

Signature

Timestamp

Jerry Eldridge
 jeldridge@ocfair.com
 Security Level: Email, Account Authentication
 (None)

Initial

Sent: 2/6/2025 12:25:21 PM
 Viewed: 2/6/2025 5:03:58 PM
 Signed: 2/6/2025 5:06:49 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 173.196.192.88

Electronic Record and Signature Disclosure:
 Accepted: 2/6/2025 5:03:58 PM
 ID: 50d8147b-32d5-48ae-9610-0415e46edda9

Ken Karns
 kkarns@ocfair.com
 Security Level: Email, Account Authentication
 (None)

DS

Sent: 2/6/2025 5:06:50 PM
 Viewed: 2/11/2025 8:31:38 AM
 Signed: 2/11/2025 8:32:17 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-0603-4b1f-bd74-38b69041ee1d

Michele Richards
 mrichards@ocfair.com
 Chief Executive Officer
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 87DC9C7B193C4A1...

Sent: 2/11/2025 8:32:19 AM
 Viewed: 2/11/2025 10:04:05 AM
 Signed: 2/11/2025 10:04:13 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 173.196.192.88

Electronic Record and Signature Disclosure:
 Accepted: 2/11/2025 10:04:05 AM
 ID: fde5c346-db5a-4467-bfff-51fab55864b0

Randy Crabtree
 rcrabtree@ccauthority.org
 Executive Officer
 California Fairs Financing Authority
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 F77C2778134847C...

Sent: 2/11/2025 10:04:15 AM
 Viewed: 2/12/2025 9:49:09 AM
 Signed: 2/12/2025 9:49:56 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 172.56.152.21
 Signed using mobile

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
AP OC Fair ap@ocfair.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/12/2025 9:49:57 AM
Max Tang mtang@ocfair.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/12/2025 9:49:58 AM
Melissa Auyeung mauyeung@ocfair.com Melissa Au-Yeung Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/12/2025 9:49:59 AM
Summer Angus sangus@ocfair.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/12/2025 9:49:59 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/6/2025 12:25:21 PM
Envelope Updated	Security Checked	2/10/2025 9:33:50 AM
Certified Delivered	Security Checked	2/12/2025 9:49:09 AM
Signing Complete	Security Checked	2/12/2025 9:49:56 AM
Completed	Security Checked	2/12/2025 9:49:59 AM
Payment Events	Status	Timestamps
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.

O.C. Fair & Event Center
CHECK REQUEST FORM

Date: 03/07/25

Date Needed: 3/7/2025

Vendor Code (Acct): CCA

Check Amount: \$1,100,000.00 /

GL Account/Dept # 1820-00-25B12-A

Vendor Name Payable To: CALIFORNIA CONSTRUCTION AUTHORITY

Vendor Address: ATTN: RANDY CRABTREE, EXECUTIVE OFFICER

1776 TRIBUTE ROAD, SUITE 220 SACRAMENTO, CA 95815

Reason for Request:

CCA PROJECT NO. 032-25-888576

Lots H, A, B

Funding Contract 032-25-888576-01

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

ABRAHAN J. VENEGAS
Person Making Request

Approved by Department Supervisor


General Manager and CEO: Michele Richards

 3/10/2025
Chief Administrative Officer: Melissa Au-Yeung

Chief Operating Officer: Ken Karns

Chief Business Development Officer: Michele Capps

AJV 03/18/2025



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:

- 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 **ONE MILLION- ONE HUNDRED THOUSAND and 00/100 (\$1,100,000.00)**, 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- 25-888576-01

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
kk

2/11/2025

DocuSigned by:

Michelle Richards 2/11/2025

DocuSigned by:

Randy Crabtree 2/12/2025

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Certificate Of Completion

Envelope Id: 061F5903-72D1-44C1-9B77-761AAF760756

Status: Completed

Subject: Funding Agreement- Lots H, A, B

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 2

Dante Medina

AutoNav: Enabled

1776 Tribute Rd Suite 220

Envelope Stamping: Enabled

Sacramento, CA 95815

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

dmedina@ccauthority.org

IP Address: 34.218.157.79

Record Tracking

Status: Original

Holder: Dante Medina

Location: DocuSign

2/3/2025 12:52:35 PM

dmedina@ccauthority.org

Signer Events

Signature

Timestamp

Jerry Eldridge

jeldridge@ocfair.com

Security Level: Email, Account Authentication
(None)

Initial

Sent: 2/6/2025 11:30:14 AM

Viewed: 2/6/2025 5:09:03 PM

Signed: 2/6/2025 5:11:04 PM

Signature Adoption: Pre-selected Style

Using IP Address: 173.196.192.88

Electronic Record and Signature Disclosure:

Accepted: 2/6/2025 5:09:03 PM

ID: 8a57118e-da66-4f88-9696-6d433601c722

Ken Kams

kkams@ocfair.com

Security Level: Email, Account Authentication
(None)

DS

Sent: 2/6/2025 5:11:05 PM

Viewed: 2/6/2025 6:35:33 PM

Signed: 2/11/2025 8:33:10 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

Michele Richards

mrichards@ocfair.com

Chief Executive Officer

Security Level: Email, Account Authentication
(None)

DocuSigned by:

87DC9C78193C4A1...

Sent: 2/11/2025 8:33:12 AM

Viewed: 2/11/2025 10:03:22 AM

Signed: 2/11/2025 10:03:32 AM

Signature Adoption: Pre-selected Style

Using IP Address: 173.196.192.88

Electronic Record and Signature Disclosure:

Accepted: 2/11/2025 10:03:22 AM

ID: 3da2b77e-8b14-477b-8b20-016fe97eec23

Randy Crabtree

rcrabtree@ccauthority.org

Executive Officer

California Fairs Financing Authority

Security Level: Email, Account Authentication
(None)

DocuSigned by:

F77C2778134947C...

Sent: 2/11/2025 10:03:34 AM

Viewed: 2/12/2025 9:50:25 AM

Signed: 2/12/2025 9:50:40 AM

Signature Adoption: Pre-selected Style

Using IP Address: 172.56.152.21

Signed using mobile

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	COPIED	Sent: 2/12/2025 9:50:41 AM
Summer Angus sangus@ocfair.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/12/2025 9:50:42 AM
Melissa Auyeung mauyeung@ocfair.com Melissa Au-Yeung Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/12/2025 9:50:43 AM
AP OC Fair ap@ocfair.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/12/2025 9:50:44 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/6/2025 11:30:14 AM
Envelope Updated	Security Checked	2/10/2025 9:33:21 AM
Certified Delivered	Security Checked	2/12/2025 9:50:25 AM
Signing Complete	Security Checked	2/12/2025 9:50:40 AM
Completed	Security Checked	2/12/2025 9:50:44 AM
Payment Events	Status	Timestamps
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.

O.C. Fair & Event Center

CHECK REQUEST FORM

Date: 03/07/25

Date Needed: 3/7/2025

Vendor Code (Acct): CCA

Check Amount: \$85,000.00

GL Account/Dept # 1820-00-25801-A

Vendor Name Payable To: CALIFORNIA CONSTRUCTION AUTHORITY

Vendor Address: ATTN: RANDY CRABTREE, EXECUTIVE OFFICER

1776 TRIBUTE ROAD, SUITE 220 SACRAMENTO, CA 95815

Reason for Request:

CCA PROJECT NO. 032-25-888420

Patio Cover at The Ranch Community Center

Funding Contract 032-25-888420-1

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

ABRAHAN J. VENEGAS
Person Making Request

Approved by Department Supervisor

Michele Richards
General Manager and CEO: Michele Richards

Melissa Au-Yeung 3/10/2025
Chief Administrative Officer: Melissa Au-Yeung

Chief Operating Officer: Ken Karns

Chief Business Development Officer: Michele Capps

*CHECKS OVER \$15,000 REQUIRE 2 SIGNATURES

AVV 03/18/2025



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
kk

2/11/2025

DocuSigned by:

Michelle Richards

2/11/2025

DocuSigned by:

Randy Crabtree

2/12/2025

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Certificate Of Completion

Envelope Id: C83C10D1-2920-45BD-A04C-15024CE175D5

Status: Completed

Subject: Funding Agreement- Patio Cover at The Ranch Community Center

Source Envelope:

Document Pages: 3

Signatures: 2

Certificate Pages: 5

Initials: 2

AutoNav: Enabled

Envelope Stamping: Enabled

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

Envelope Originator:

Dante Medina

1776 Tribute Rd Suite 220

Sacramento, CA 95815

dmedina@ccauthority.org

IP Address: 34.218.157.79

Record Tracking

Status: Original

Holder: Dante Medina

Location: DocuSign

2/6/2025 12:30:26 PM

dmedina@ccauthority.org

Signer Events

Signature

Timestamp

Jerry Eldridge

jeldridge@ocfair.com

Security Level: Email, Account Authentication
(None)

Initial
JE

Sent: 2/6/2025 12:34:14 PM

Viewed: 2/10/2025 8:24:58 AM

Signed: 2/10/2025 8:29:12 AM

Signature Adoption: Pre-selected Style

Using IP Address: 173.196.192.88

Electronic Record and Signature Disclosure:

Accepted: 2/10/2025 8:24:58 AM

ID: c093ab19-1695-41d3-ae3c-ad089f931867

Ken Karns

kkarns@ocfair.com

Security Level: Email, Account Authentication
(None)

DS
K-K

Sent: 2/10/2025 8:29:13 AM

Viewed: 2/11/2025 8:26:55 AM

Signed: 2/11/2025 8:28:45 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-0603-4b03-bd74-38b69041ee1d

Michele Richards

mrichards@ocfair.com

Chief Executive Officer

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Michele Richards
87DC9C78193C4A1...

Sent: 2/11/2025 8:28:46 AM

Viewed: 2/11/2025 10:05:33 AM

Signed: 2/11/2025 10:05:46 AM

Signature Adoption: Pre-selected Style

Using IP Address: 173.196.192.88

Electronic Record and Signature Disclosure:

Accepted: 2/11/2025 10:05:33 AM

ID: 43723027-50f5-4b38-ba6f-308afb41ddi8

Randy Crabtree

rcrabtree@ccauthority.org

Executive Officer

California Fairs Financing Authority

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Randy Crabtree
F77C2778134947C...

Sent: 2/11/2025 10:05:49 AM

Viewed: 2/12/2025 9:47:39 AM

Signed: 2/12/2025 9:47:52 AM

Signature Adoption: Pre-selected Style

Using IP Address: 172.56.152.21

Signed using mobile

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	COPIED	Sent: 2/12/2025 9:47:55 AM
Summer Angus sangus@ocfair.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/12/2025 9:47:56 AM
Melissa Auyeung mauyeung@ocfair.com Melissa Au-Yeung Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/12/2025 9:47:57 AM
AP OC Fair ap@ocfair.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/12/2025 9:47:58 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/6/2025 12:34:14 PM
Envelope Updated	Security Checked	2/10/2025 9:31:52 AM
Certified Delivered	Security Checked	2/12/2025 9:47:39 AM
Signing Complete	Security Checked	2/12/2025 9:47:52 AM
Completed	Security Checked	2/12/2025 9:47:58 AM
Payment Events	Status	Timestamps
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@ccaauthority.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@ccaauthority.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@ccaauthority.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.