

OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
As of February 28, 2019

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
California Fair Financing Authority	03213031/B, Const	08/15/13	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70
California Fair Financing Authority	03216012	02/24/16	Hero's Hall Renovation Project	CFFA	\$3,850,738.72
California Fair Financing Authority	03217048	11/10/17	Los Alamitos Bldg Roof Repair	CFFA	\$50,227.50
California Fair Financing Authority	03218005	02/06/18	Costa Mesa & Huntington Beach Bldgs HVAC - Project Bidding	CFFA	\$8,287.00
California Fair Financing Authority	03218005	03/26/18	Costa Mesa & Huntington Beach Bldgs HVAC Project	CFFA	\$99,732.50
California Fair Financing Authority	03218024	08/06/18	Arlington Drive Fence	CFFA	\$177,665.25
California Fair Financing Authority	03218033	09/18/18	Equestrian Center Fire Alarm System	CFFA	\$75,811.50
California Fair Financing Authority	03218043	12/20/18	Seal and Stripe Carnival and Kiddie Carnival	CFFA	\$150,000.00
New					
California Fair Financing Authority	03218041	02/06/19	Land Survey	CFFA	\$80,000.00
California Fair Financing Authority	03219004	02/06/19	Costa Mesa Bldg HVAC - Project Bidding	CFFA	\$58,750.50
California Fair Financing Authority	03219009	02/08/19	Huntington Beach HVAC - Project Bidding	CFFA	\$58,750.50
California Fair Financing Authority	03219010	02/13/19	Building 15 HVAC - Project Bidding	CFFA	\$34,390.50
Revision/Amendment					

Joint Powers Authority

Invoices Paid February 2019



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Paid: 02/20/2019
Check# 85956

Payment Authorization

2/13/2019

Amount: \$80,000.00

Vendor Name: CFFA

Invoice No.: 2638

Invoice Date: 2/4/2019

Project No.: 032-18041

Project Name: Land Survey

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

Bryan Eubank
Project Manager

Bryan Eubank
Construction Manager

Marcus Lu
Accounting Department

Brian Taylor
Managing Officer or Designee



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OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 2638
Invoice Date: 2/4/2019
Customer Code: 32nd
Project: 03218041
Land Survey

**-Please make checks payable to California Fairs Financing Authority
-Please process payment via ACH/WIRE or send check via certified mail,
contact CFFA for more details**

Description	Amount
PSOMAS	67,895.00
Contingency	5,374.00
Travel	2,000.00
Construction Administration Fees	4,481.00
Misc	250.00
	\$80,000.00

Thank you for your business!

Questions: Mlee@cfsa.org

Net Invoice: \$80,000.00
Sales Tax: 0.00
Invoice Total: \$80,000.00



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LETTER OF UNDERSTANDING Land Survey

To: 32nd DAA, OC Fair and Event Center

Date: February 6, 2019

From: Becky Bailey-Findley, Managing Director
California Construction Authority

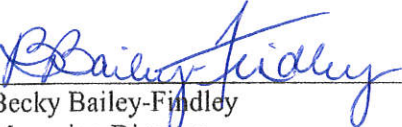
Subject: Letter of Understanding No. 18-041 (CCA Project No. 032-18-041)

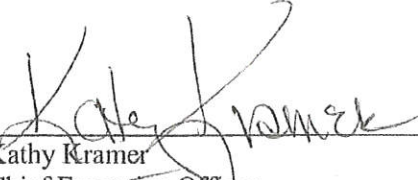
This Letter of Understanding ("LOU") is entered into between California Construction Authority ("Authority") and the 32nd DAA, OC Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated) January 1, 1997 to complete the scope of services set forth in Exhibit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

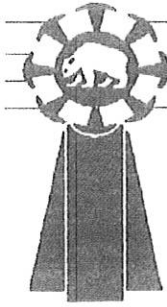
PROJECT: See Exhibit A, Land Survey
SCHEDULE: Work to be completed by May 31, 2019
FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance as directed by Authority.
2. On or before February 15, 2019, Fair shall remit funds to the Authority in the amount of **Eighty Thousand Dollars (\$80,000.00)** which is the current estimated Project Cost. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the Project Account. Upon receipt of such notice, Fair will immediately remit additional funds to the Authority.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay the Project Cost shall survive termination of this LOU.


Becky Bailey-Findley
Managing Director
California Construction Authority
Date 2/13/19


Kathy Kramer
Chief Executive Officer
OC Fair & Event Center
Date 2/11/19



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6616

FINANCING
DESIGN
CONSTRUCTION

Exhibit A

February 6, 2019

Project No. **032-18-041**
Subject: **32nd District Agricultural Association
Land Survey**

The cost proposal is for the award of the Design and Construction Contract for the Land Survey Project at the OC Fair and Event Center (Fair), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. CCA will prepare and hold the contract documents for the Land Survey Consultant.
- C. CCA will manage the progress and meet with OCFEC staff to review the survey results.

This cost proposal is for the Consultant Contract only. Included in this cost proposal are CCA's Project Administration fees. Excluded in this cost proposal are any third party professional services/consultant outside services review.

CCA fees and estimated reimbursable costs for the **Land Survey** is estimated to be **Eighty Thousand Dollars (\$80,000.00)** as detailed below.

The project will commence as soon as possible and be completed by May 30, 2019. If any third party professional services/consultant outside services, contracted by CCA on behalf of this project, are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CCA.

**OC Fair/32nd DAA
Land Survey**

Project Cost Breakdown

PROJECT COSTS		
PSOMAS	\$ 67,895.00	-
Contingency	\$ 5,374.00	
	Project Sub-Total	\$ 73,269.00
**REIMBURSABLES (Estimate)		
Travel	\$ 2,000.00	
Construction Admin Fee-6%	\$ 4,481.00	
Misc.	\$ 250.00	
	Reimbursable Sub-Total	\$ 6,731.00
Total Costs, with Fees and Estimated Costs		\$ 80,000.00

Inspection costs do not include Cal Fire Plan Check or Inspection Fees

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

The performance of CCA’s scope of services inures to the benefit of the Fair. To accomplish these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CCA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CCA. The Fair shall not reimburse CCA for costs and expenses incurred as a result of CCA’s sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys’ fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CCA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CCA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CCA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 18-041, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 18-041, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Kathy Kramer is the Fair’s representative for purposes of authorizing CCA to make expenditures or enter into contracts. If you have any questions, please call Sean Slay at (916) 470-4673.