

**OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
As of March 31, 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	Heroes 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
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
New					
California Construction Authority	03218040	03/07/19	A4 Skyhawk Relocation	CCA	\$47,791.00
Revision/Amendment					

Joint Powers Authority

Invoices Paid March 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: 3/13/2019
Check: #86073

Payment Authorization

2/21/2019

Amount: \$58,750.50

Vendor Name: CFFA

Invoice No.: 2642

Invoice Date: 2/21/2019

Project No.: 032-19004

Project Name: Costa Mesa Buildings, HVAC Replacement

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


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



California
CONSTRUCTION
AUTHORITY

1776 Tribute Road, Suite 220
Sacramento, CA 95815

Reception (916) 263-6100
Fax (916) 263-6116

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

Invoice

Invoice Number: 2642
Invoice Date: 2/20/2019
Customer Code: 32nd
Project: 03219004
Costa Mesa Building HVAC Replacement

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

Description	Amount
Assemble Bid Package	2,500.00
Construction Cost	46,000.00
Construction Contingency	4,600.00
Inspections	1,500.00
Travel	1,250.00
Misc. Costs	100.00
Construction Administration Fees	2,760.00
Handling Fee	40.50
	<hr/>
	\$58,750.50

Thank you for your business!

Questions: mlee@ccaauthority.org

Net Invoice: \$58,750.50
Sales Tax: 0.00
Invoice Total: \$58,750.50



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

LETTER OF UNDERSTANDING
Costa Mesa Building HVAC-Project Bidding

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. 19-004 (CCA Project No. 032-19-004)

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, Costa Mesa Buildings HVAC Project
SCHEDULE: To be awarded by March 15, 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 22, 2019. Fair shall remit funds to the Authority in the amount of **FIFTY EIGHT THOUSAND SEVEN HUNDRED FIFTY and 50/100 Dollars (\$58,750.50)**, 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: 2/20/19


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



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1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6616

FINANCING
DESIGN
CONSTRUCTION

Exhibit A

February 6, 2019

Project No. 032-19-004
Subject: 32nd District Agricultural Association
Costa Mesa HVAC Replacement Project Bidding

The cost proposal is for the Solicitation of Bids, Administration and Award of Bid, and a Final Inspection for the Costa Mesa Building HVAC Replacement 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 the bid documents, manage the bid solicitation and award process; The Fair will conduct the job walk and bid opening.
- C. CCA will provide project administration services associated with the Bidding Process for the Costa Mesa Building HVAC Replacement.
- D. CCA will prepare the contract documents, contract oversight, and conduct final inspection for the project.

This cost proposal is for the Bid Solicitation and Administration process plus Contract Award and Administration, including Final Inspection. The Fair understands that additional costs may be incurred if the bidding is extended beyond the current bid due date of February 28, 2019, or if the project requires an additional bid process. Included in this cost proposal are CCA's Project Administration fees.

CCA fees and estimated reimbursable costs to provide the "Bid Solicitation and Administration" support, for the **Costa Mesa HVAC Replacement Project Bidding** are estimated to be \$58,750.50, as detailed below. A breakdown of the estimated cost follows:

**OC Fair/32nd DAA
 Costa Mesa Building HVAC Replacement
 Project Cost Breakdown**

PROJECT BIDDING COSTS		
Advertising/Assemble Bid Package	\$2,500.00	
	Project Sub-Total	\$2,500.00
PROJECT CONSTRUCTION COSTS - ESTIMATED		
Construction Cost	\$ 46,000.00	
10% Contingency	\$ 4,600.00	
	Project Sub-Total	\$ 50,600.00
**PROFESSIONAL SERVICES/CONSULTANTS		
Inspection Services	\$ 1,500.00	
	Professional Services Sub-Total	\$ 1,500.00
**REIMBURSABLES (Estimate)		
Travel	\$ 1,250.00	
Misc.	\$ 100.00	
	Reimbursable Sub-Total	\$ 1,350.00
MANAGEMENT/ADMINISTRATION FEES		
Construction Project Administration Fee (6%)	\$ 2,760.00	
Other Direct Costs Handling Fee (3%)	\$ 40.50	\$ 2,800.50
Total Costs, with Fees and Estimated Costs		\$ 58,750.50

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

It is scheduled that the project will commence as soon as possible and be completed May 28, 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.

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 19-004, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 19-004, 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.



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1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Paid: 3/13/2019
Check: #86073

Payment Authorization

2/27/2019

Amount: \$58,750.50

Vendor Name: CFFA

Invoice No.: 2646

Invoice Date: 2/24/2019

Project No.: 032-19009

Project Name: Huntington Building, HVAC Replacement

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


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



**CALIFORNIA
CONSTRUCTION
AUTHORITY**

1776 Tribute Road, Suite 220
Sacramento, CA 95815

Reception (916) 263-6100
Fax (916) 263-6116

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

Invoice

Invoice Number: 2646
Invoice Date: 2/24/2019
Customer Code: 32nd
Project: 03219009
Huntington Bldg HVAC

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

Description	Amount
Assemble Bid Package	2,500.00
Construction Cost	46,000.00
Construction Contingency	4,600.00
Inspections	1,500.00
Travel	1,250.00
Misc. Costs	100.00
Construction Administration Fees	2,760.00
Handling Fee	40.50
	<hr/>
	\$58,750.50

Thank you for your business!

Questions: mlee@ccaauthority.org

Net Invoice: \$58,750.50
Sales Tax: 0.00
Invoice Total: \$58,750.50



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Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

LETTER OF UNDERSTANDING
Huntington Beach HVAC-Project Bidding

To: 32nd DAA, OC Fair and Event Center Date: February 8, 2019
From: Becky Bailey-Findley, Managing Director
California Construction Authority
Subject: Letter of Understanding No. 19-009 (CCA Project No. 032-19-009)

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, Huntington Beach Building HVAC Project
SCHEDULE: To be awarded by March 29, 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 28, 2019. Fair shall remit funds to the Authority in the amount of **FIFTY EIGHT THOUSAND SEVEN HUNDRED FIFTY and 50/100 Dollars (\$58,750.50)**, 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 2/27/19 Date
Becky Bailey-Findley
Managing Director
California Construction Authority
Kathy Kramer 2/28/19 Date
Kathy Kramer
Chief Executive Officer
OC Fair & Event Center



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1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6616

Exhibit A

February 8, 2019

Project No. **032-19-009**
Subject: **32nd District Agricultural Association
Huntington Beach HVAC Replacement Project Bidding**

The cost proposal is for the Solicitation of Bids, Administration and Award of Bid, and a Final Inspection for the Huntington Beach Building HVAC Replacement 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 the bid documents, manage the bid solicitation and award process; The Fair will conduct the job walk and bid opening.
- C. CCA will provide project administration services associated with the Bidding Process for the Huntington Beach Building HVAC Replacement.
- D. CCA will prepare the contract documents, contract oversight, and conduct final inspection for the project.

This cost proposal is for the Bid Solicitation and Administration process plus Contract Award and Administration, including Final Inspection. The Fair understands that additional costs may be incurred if the bidding is extended beyond the current bid due date of March 12, 2019, or if the project requires an additional bid process. Included in this cost proposal are CCA's Project Administration fees.

CCA fees and estimated reimbursable costs to provide the "Bid Solicitation and Administration" support, for the **Huntington Beach HVAC Replacement Project Bidding** are estimated to be \$58,750.50, as detailed below. A breakdown of the estimated cost follows:

**OC Fair/32nd DAA
Huntington Beach Building HVAC Replacement
Project Cost Breakdown**

<u>PROJECT BIDDING COSTS</u>		
Advertising/Assemble Bid Package	\$2,500.00	-
Project Sub-Total		\$2,500.00
<u>PROJECT CONSTRUCTION COSTS - ESTIMATED</u>		
Construction Cost	\$ 46,000.00	-
10% Contingency	\$ 4,600.00	
Project Sub-Total		\$ 50,600.00
<u>**PROFESSIONAL SERVICES/CONSULTANTS</u>		
Inspection Services	\$ 1,500.00	
Professional Services Sub-Total		\$ 1,500.00
<u>**REIMBURSABLES (Estimate)</u>		
Travel	\$ 1,250.00	
Misc.	\$ 100.00	
Reimbursable Sub-Total		\$ 1,350.00
<u>MANAGEMENT/ADMINISTRATION FEES</u>		
Construction Project Administration Fee (6%)	\$ 2,760.00	
Other Direct Costs Handling Fee (3%)	\$ 40.50	\$ 2,800.50
Total Costs, with Fees and Estimated Costs		\$ 58,750.50

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

It is scheduled that the project will commence as soon as possible and be completed June 14, 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.

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 19-009, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 19-009, 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.



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1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Paid: 3/13/2019
Check: #86073

Payment Authorization

2/27/2019

Amount: \$34,390.50

Vendor Name: CFFA

Invoice No.: 2647

Invoice Date: 2/24/2019

Project No.: 032-19010

Project Name: Building 15, HVAC Replacement

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

 Bayan Eubank
Project Manager

 Bayan Eubank
Construction Manager

 Marcus L
Accounting Administrator

 Barney Tridley
Managing Officer or Designee



**CALIFORNIA
CONSTRUCTION
AUTHORITY**

1776 Tribute Road, Suite 220
Sacramento, CA 95815

Reception (916) 263-6100
Fax (916) 263-6116

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

Invoice

Invoice Number: 2647
Invoice Date: 2/24/2019
Customer Code: 32nd
Project: 03219010
Building 15 HVAC

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

Description	Amount
Assemble Bid Package	2,500.00
Construction Cost	25,000.00
Construction Contingency	2,500.00
Inspections	1,500.00
Travel	1,250.00
Misc. Costs	100.00
Construction Administration Fees	1,500.00
Handling Fee	40.50
	<hr/>
	\$34,390.50

Thank you for your business!

Questions: mlee@ccaauthority.org

Net Invoice: \$34,390.50
Sales Tax: 0.00
Invoice Total: \$34,390.50



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

LETTER OF UNDERSTANDING Building 15 HVAC-Project Bidding

To: 32nd DAA, OC Fair and Event Center
Date: February 13, 2019

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

Subject: Letter of Understanding No. 19-010 (CCA Project No. 032-19-010)

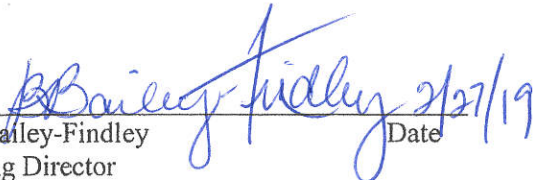
This Letter of Understanding ("LOU") is entered into between California Construction Authority ("Authority") and the 32nd DAA, OC Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated) January 1, 1997 to complete the scope of services set forth in Exhibit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

PROJECT: See Exhibit A, Building 15 HVAC Project
SCHEDULE: To be awarded by March 29, 2019
FUNDING: Fair Funded

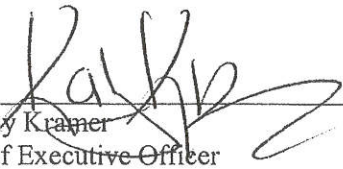
1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance as directed by Authority.

2. On or before February 28, 2019. Fair shall remit funds to the Authority in the amount of **THIRTY FOUR THOUSAND THREE HUNDRED NINETY and 50/100 Dollars (\$34,390.50)**, 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


Kathy Kramer
Chief Executive Officer
OC Fair & Event Center

Date

**OC Fair/32nd DAA
 Building 15 HVAC Replacement
 Project Cost Breakdown**

<u>PROJECT BIDDING COSTS</u>		
Advertising/Assemble Bid Package	\$2,500.00	
	Project Sub-Total	\$2,500.00
<u>PROJECT CONSTRUCTION COSTS - ESTIMATED</u>		
Construction Cost	\$ 25,000.00	
10% Contingency	\$ 2,500.00	
	Project Sub-Total	\$ 27,500.00
<u>**PROFESSIONAL SERVICES/CONSULTANTS</u>		
Inspection Services	\$ 1,500.00	
	Professional Services Sub-Total	\$ 1,500.00
<u>**REIMBURSABLES (Estimate)</u>		
Travel	\$ 1,250.00	
Misc.	\$ 100.00	
	Reimbursable Sub-Total	\$ 1,350.00
<u>MANAGEMENT/ADMINISTRATION FEES</u>		
Construction Project Administration Fee (6%)	\$ 1,500.00	
Other Direct Costs Handling Fee (3%)	\$ 40.50	\$ 1,540.50
Total Costs, with Fees and Estimated Costs		\$ 34,390.50

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

It is scheduled that the project will commence as soon as possible and be completed June 21, 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.

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



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1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6616

Exhibit A

February 13, 2019

Project No. **032-19-009**
Subject: **32nd District Agricultural Association**
Building 15 HVAC Replacement Project Bidding

The cost proposal is for the Solicitation of Bids, Administration and Award of Bid, and a Final Inspection for the Building 15 HVAC Replacement 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 the bid documents, manage the bid solicitation and award process; The Fair will conduct the job walk and bid opening.
- C. CCA will provide project administration services associated with the Bidding Process for the Building 15 HVAC Replacement.
- D. CCA will prepare the contract documents, contract oversight, and conduct final inspection for the project.

This cost proposal is for the Bid Solicitation and Administration process plus Contract Award and Administration, including Final Inspection. The Fair understands that additional costs may be incurred if the bidding is extended beyond the current bid due date of March 12, 2019, or if the project requires an additional bid process. Included in this cost proposal are CCA's Project Administration fees.

CCA fees and estimated reimbursable costs to provide the "Bid Solicitation and Administration" support, for the **Building 15 HVAC Replacement Project Bidding** are estimated to be \$34,390.50, as detailed below. A breakdown of the estimated cost follows:

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 19-010, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 19-010, 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.



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AUTHORITY

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Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Paid: 3/21/2019
Check: #86113

Payment Authorization

3/11/2019

Amount: \$47,791.00

Vendor Name: CFFA

Invoice No.: 2652

Invoice Date: 3/8/2019

Project No.: 032-18040

Project Name: Relocate A4 Skyhawk

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 A.
Accounting Administrator

Brian Tidley
Managing Officer or Designee



California
CONSTRUCTION
AUTHORITY

1776 Tribute Road, Suite 220
Sacramento, CA 95815

Reception (916) 263-6100
Fax (916) 263-6116

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

Invoice

Invoice Number: 2652
Invoice Date: 3/8/2019
Customer Code: 32nd
Project: 03218040
Relocate A4 Skyhawk

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

Description	Amount
ATI Consultant Costs	36,700.00
Willdan Consultant Costs	1,500.00
Construction Contingency	3,820.00
Travel	2,750.00
Misc. Costs	500.00
Administration Fees - 6%	2,521.00
	<hr/>
	\$47,791.00

Thank you for your business!

Questions: mlee@cauthority.org

Net Invoice: \$47,791.00
Sales Tax: 0.00
Invoice Total: \$47,791.00



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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

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LETTER OF UNDERSTANDING A4 Skyhawk Relocation

To: 32nd DAA, OC Fair and Event Center

Date: March 7, 2019

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

Subject: Letter of Understanding No. 18-040 (CFFA Project No. 032-18-040)

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, Relocate A4 Skyhawk
SCHEDULE: Work to be completed by October 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 March 29, 2019, Fair shall remit funds to the Authority in the amount of **FORTY SEVEN THOUSAND SEVEN HUNDRED NINETY ONE DOLLARS (\$47,791.00)** 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


Kathy Kramer
Chief Executive Officer
OC Fair & Event Center


Date 3/8/19



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Fax: (916) 263-6616

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Exhibit A

March 7, 2019

Project No. **032-18-040**
Subject: **32nd District Agricultural Association
A4 Skyhawk Relocation**

The cost proposal is for the award of the Design and Construction Contract for the A4 Skyhawk Relocation 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 A4 Skyhawk Relocation Consultant.

This cost proposal is for the Consultant Agreement 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 **A4 Skyhawk Relocation** is estimated to be **Forty Seven Thousand Seven Hundred Ninety One Dollars (\$47,791.00)** as detailed below.

The project will commence as soon as possible and be completed by October 31, 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
A4 Skyhawk Relocation
Project Cost Breakdown**

PROJECT COSTS		
ATI Design Anticipated Costs	\$ 36,700.00	
Willdan (Recertify Geotech Report)	\$ 1,500.00	
10% Contingency	\$ 3,820.00	
	Project Sub-Total	\$ 42,020.00
**REIMBURSABLES (Estimate)		
Travel	\$ 2,750.00	
Admin Fee-6%	\$ 2,521.00	
Misc.	\$ 500.00	
	Reimbursable Sub-Total	\$ 5,771.00
Total Costs, with Fees and Estimated Costs		\$ 47,791.00

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 18-040, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 18-040, 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.



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1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

Paid: 3/27/2019
Check: #86156

Payment Authorization

3/18/2019

Amount: \$7,100.00

Vendor Name: CFFA

Invoice No.: 2654

Invoice Date: 3/15/2019

Project No.: 032-19001

Project Name: Facility Audit - Project Bidding

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

Boyan Eubank
Project Manager

Boyan Eubank
Construction Manager

Marcus L.
Accounting Department

Brian J. Friday
Managing Officer or Designee



California
CONSTRUCTION
AUTHORITY

1776 Tribute Road, Suite 220
Sacramento, CA 95815

Reception (916) 263-6100
Fax (916) 263-6116

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

Invoice

Invoice Number: 2654
Invoice Date: 3/18/2019
Customer Code: 32nd
Project: 03219001
Facility Audit

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

Description	Amount
RFP Costs	4,800.00
Reimbursables	2,300.00
	\$7,100.00

Thank you for your business!

Questions: mlee@cauthority.org

Net Invoice: \$7,100.00
Sales Tax: 0.00
Invoice Total: \$7,100.00



LETTER OF UNDERSTANDING
Facility Audit - Project Bidding

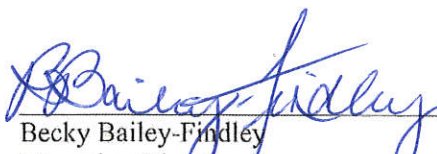
To: 32nd DAA, OC Fair and Event Center Date: March 6, 2019
From: Becky Bailey-Findley, Managing Director
California Construction Authority
Subject: Letter of Understanding No. 19-001 (CCA Project No. 032-19-001)

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, Facility Audit RFQ/RFP
SCHEDULE: To be awarded by April 29, 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 March 22, 2019. Fair shall remit funds to the Authority in the amount of **SEVEN THOUSAND ONE HUNDRED and 00/100 Dollars (\$7,100.00)**, 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 3/18/19


Kathy Kranler
Chief Executive Officer
OC Fair & Event Center
Date 3/15/19



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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FINANCING
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Exhibit A

March 6, 2019

Project No. **032-19-010**
Subject: **32nd District Agricultural Association – OC Fair & Event Center
Facility Audit Request for Qualifications and Request for Proposal (RFQ/RFP)**

The cost proposal is for the solicitation and award of a Consultant Agreement for the Facility Audit 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. Include a comprehensive assessment of all sites, buildings, building systems, and infrastructure.
- C. The FCA will follow the ASTM E2018-15 Standard Guide for Property Condition Assessments as applicable. (Formerly, American Society for Testing and Materials)
- D. Determine the present condition and estimated life expectancy of various building systems and components.
- E. Identify and document present condition of all physical assets including grounds, facilities, and infrastructure.
- F. Recommend corrections for all deficiencies and provide cost estimates for corrections.
- G. Prioritize and categorize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
- H. Establish anticipated renewal and replacement costs for the various systems and components.
- I. Result in strategic plan for capital repairs, lifecycle component replacement, and building modernization or reconditioning.
- J. Calculate the Current Replacement Value (CRV) and Facility Condition Index (FCI) for each facility current and extended.

This cost proposal is for the Facility Audit RFQ/RFP at the OC Fair and Event Center. The Fair understands that additional costs may be incurred if the process is extended beyond the current RFQ/RFP due date of April 29, 2019, or if the project requires an additional RFQ/RFP process. Included in this cost proposal are CCA's Project Administration fees.

CCA fees and estimated reimbursable costs to provide the "RFQ/RFP" support, for the **Facility Audit** are estimated to be \$7,100.00, as detailed below. A breakdown of the estimated cost follows:

**OC Fair/32nd DAA
 Facility Audit RFQ/RFP Development
 Cost Breakdown**

<u>PROJECT RFQ/RFP COSTS</u>		
Advertising/Assemble RFQ/RFP Package (T&M)	\$4,800.00	
	Project Sub-Total	\$4,800.00
<u>**REIMBURSABLES (Estimate)</u>		
Travel	\$ 2,200.00	
Misc.	\$ 100.00	
	Reimbursable Sub-Total	\$ 2,300.00
Total Costs, with Fees and Estimated Costs		\$ 7,100.00

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

It is scheduled that the RFQ/RFP process will commence as soon as possible and be completed by April 29, 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.

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 19-001, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 19-001, 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.