



Board of Directors Agenda Report

MEETING DATE: APRIL 25, 2019 ITEM NUMBER: 9A

SUBJECT: Committee / Ad Hoc Committee / Liaison Reports

DATE: April 19, 2019

FROM: Robert Ruiz, Board Chair

PRESENTATION BY: Robert Ruiz, Board Chair

RECOMMENDATION

Information item only.

BACKGROUND

To assure compliance with the Bagley-Keene Act, Committee reports are only for the purpose of the Committee chair, Ad Hoc Committee members or Liaison to provide a verbal update. Should the Board want to discuss any Committee work item not already on the agenda; those would need to be agendized for a future Board meeting.

- i. Heroes Hall Veterans Foundation Board (Director La Belle, Chair; Vice Chair Cervantes)
- ii. Centennial Farm Foundation (Vice Chair Cervantes, Committee Chair)
- iii. Financial Monitoring Committee (Director Pham, Committee Chair; Director Mouet)
- iv. Legislative Monitoring Committee (Director Aitken; Committee Chair; Chair Ruiz)
- v. Tenant Liaison Committee (Director Pham, Committee Chair; Vice Chair Cervantes)
- vi. Board of Directors Governing Policy Manual Review Ad Hoc Committee (Director Meyer, Committee Chair; Director Bagneris)
- vii. Safety & Security Committee (Chair Ruiz, Committee Chair; Vice Chair Cervantes)
- viii. Master Site Plan Ad Hoc Committee (Director Aitken, Committee Chair; Director Rubalcava-Garcia)
- ix. Buildings and Maintenance Committee (Director Aitken, Committee Chair; Director Rubalcava-Garcia)
- x. Audit Ad Hoc Committee (Director Rubalcava-Garcia, Committee Chair; Meyer Director)



Board of Directors Agenda Report

MEETING DATE: APRIL 25, 2019 ITEM NUMBER: 9B

SUBJECT: Review and Approve Facilities Infrastructure Assessment Request for Proposal (RFP) Scope of Work

DATE: April 19, 2019

FROM: Kathy Kramer, CEO

PRESENTATION BY: Ken Karns, Vice President - Operations

ACTION ITEM

Review the draft Grounds and Facilities Infrastructure Audit RFP and provide input and direction to staff.

BACKGROUND

Staff was directed by the Board of Directors through the annual budget process to move forward with a Grounds and Facilities Infrastructure Audit.

In January, 2019 staff reached out to California Construction Authority (CCA) to start drafting a Letter of Understanding (LOU) for the services of CCA to assist with the development of the Grounds and Facilities Infrastructure Audit RFP.

Drafts of the LOU were reviewed and amended by staff and the Building and Maintenance committee (Chair Ruiz and Director LaBelle). In March, 2019 the LOU was completed and signed.

In April, 2019 the new members of the Building and Maintenance committee (Director Aitken and Director Rubalcava-Garcia) were given a status update on the project. Staff and the committee reviewed the draft Grounds and Facilities Infrastructure Audit RFP.

Staff is continuing the process of developing the RFP and once approved by the Board of Directors, the RFP will be released for bid by CCA.

CALIFORNIA CONSTRUCTION AUTHORITY

REQUEST FOR PROPOSALS

GROUNDS AND FACILITY INFRASTRUCTURE AUDIT

For the
32nd District Agricultural Association,
OC Fair & Event Center (OCFEC)

Prepared by:

California Construction Authority
1776 Tribute Road, Suite 220
Sacramento, CA 95815
Sean Slay, Project Manager
email: sslay@ccauthority.org
Telephone: (916) 570-3041

April 10, 2019

REQUEST FOR PROPOSALS

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Advertisement

PROFESSIONAL CONSULTING SERVICES

The California Construction Authority (CCA), who supplies construction services to the statewide Network of California Fairgrounds, is seeking qualified consultants to provide a Property Wide Grounds and Facilities Infrastructure Audit for the 32nd District Agricultural Association, OC Fair & Event Center (OCFEC)

CCA intends to select a single firm that best meet its and the OCFEC needs, as outlined in this RFP. The criteria on which CCA makes its determination will not be limited to the firm's rate structure, but will also be based on ability and experience.

Submittals must be received no later than **2:00 p.m. Friday, April 26, 2019.** For additional information, please contact the CCA at sslay@cauthority.org or (916) 570-3041.

REQUEST FOR PROPOSALS

CALIFORNIA CONSTRUCTION AUTHORITY

GROUND AND FACILITY INFRASTRUCTURE AUDIT CONSULTING SERVICES

The California Construction Authority (CCA), who provides construction consulting, design development, construction development and project management services to the statewide Network of California Fairgrounds (the majority of which are public entities), is seeking qualified consultant/firms to provide Grounds and Facility Infrastructure Audit Consulting services for the 32nd District Agricultural Association, OC Fair & Event Center (OCFEC).

CCA is seeking consultants/firms that offer the following services:

Scope of Work Desired by CONSULTANT

- A. The site of the proposed project is at the 32nd District Agricultural Association (OCFEC), 88 Fair Drive, Costa Mesa, CA a 150 acre site.
- B. Include a comprehensive assessment of all sites, buildings, building systems, and infrastructure, including accessible utilities. (See Attachment A)
- C. The Consultant will follow the ASTM E2018-15 Standard Guide for Property Condition Assessments as applicable. (Formerly, American Society for Testing and Materials) and CA DGS Infrastructure Study Guide.
- 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 utilizing CA Prevailing Wages.
- 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.
- K. Main electrical distribution.
- L. Main plumbing distribution.
- M. ADA overview and recommended on buildings and grounds with cost estimates.

- N. Engage the services of Utilities as available and necessary. SoCal Edison, SoCal Gas, etc.

Awarded Consultant shall conduct a thorough Grounds and Facility Infrastructure Audit for each building and facility on the fairgrounds. Awarded Consultant will also determine the Facility Condition Index (FCI) for each building and facility, utilizing the applicable standards as set by the American Society of Testing and Materials (ASTM). The Infrastructure Grounds and Facility Audit and analytical data provided by the Awarded Consultant will allow OFEEC to develop short, intermediate, and long term capital improvement strategies, and will provide for cost effective operation of the facilities based upon each identified component in the study.

Awarded Contractor Requirements

Compile a comprehensive facility and building list based on information provided in Appendix D, including the following:

Facility/Building Name (e.g. Area, Department, Facility)

Facility/Building Type

Square Footage of Facility/Building

- Complete a comprehensive Grounds and Facility Infrastructure Audit, including FCI, for each building and facility as agreed-upon by OC FEC. This shall include:
- Provide an accurate inventory and complete, non-destructive inspection of all buildings and facilities (exterior and interior) and components.
- Identifying deficiencies in an as-is state, and assign a scale to each deficiency. Recommending corrections for all deficiencies;
- Evaluating the useful life of all facilities and components and projected cost of replacement for each major infrastructure component;
- Developing regular maintenance schedules and requirements for each building component;
- Identifying conditions that are either potentially damaging to property or present safety hazards;
- Identifying energy and water conservation measures;
- Identifying alterations or repairs required for regulatory and accessibility compliance (e.g. Americans with Disabilities Act (ADA) requirements);
- Developing cost estimates and schedules to correct deficiencies for capital renewal or replacement, renovation or modernization projects, and ongoing maintenance activities to be completed within the next five (5) years and upward to 25 years.

Deficiency Prioritization

Each deficiency and recommended correction shall include the following classifications prioritizing each action according to its criticality and classification type:

Building Interior

Provide a description and condition of the building's interior elements including, but not limited to:

- Floor structure
- Break rooms
- Ceiling and lighting systems
- Office and conference rooms
- Doors and fire ratings
- Special use areas
- Storage adequacy
- Restrooms
- Telecommunication rooms
- Cafeterias
- Lobbies
- Computer rooms, etc.

Identify the type and condition of the paint, carpeting, tiled floors, drywall, plaster partitions, millwork, and signage. Investigate areas where stained ceiling tiles exist, and explore above to determine possible causes.

Additional Upgrades

Identify any building upgrades and improvements that, if completed, could also require additional upgrades according to the California Building Standards Code or any other applicable Codes.

Building Utility and Operational Systems

Provide a description and condition of the existing building utilities and operational systems, including capacities, nameplate data, etc. Recommend ongoing maintenance activities to be completed. Building utility and operations systems may include the following:

- Electric service
- Electrical distribution system
- Emergency power system
- Gas distribution system
- Fire protection system
- Water distribution system
- Energy management system
- Sanitary system
- HVAC and environmental
- Communications system, control systems, etc.

Building Life Safety and Health Standards

Evaluate the building as to life safety and health standards. Based on this information, provide a list of recommended upgrades and their associated costs. The upgrades identified and evaluated may include the following:

- Labeled doors
- Fire alarm detection systems
- Exit signage
- Fire extinguishers
- Stair designs
- Emergency lighting
- Stair closures
- Elevator systems
- Handrails
- Building ventilation
- Sprinklers
- Toilet exhausts
- Fire escapes/means of egress
- Lighting levels
- Fire related construction
- Strobe and horn annunciation materials, units, etc.

Verify if any visible mold growth exists in areas where water infiltration has occurred or is occurring.

Building Energy Evaluations

Review each building for potential energy savings and make recommendations with construction costs. Potential savings may be found in the following:

- Building automation system
- Insulation
- Plumbing flow restrictors
- Windows
- Pipe insulation
- Fuel systems
- Lighting systems and controls, etc.
- Renewable energy resources
- Environmental Controls

On Grounds Services

Provide a description and condition of the existing on grounds utilities and operational systems. Recommend ongoing maintenance activities to be completed. Utility and operations systems may include the following:

- Water systems
- Sewer systems (storm and sanitary)
- Natural Gas
- Electrical (substations, distribution, available supply etc.)

Consultant/Firm Requirements for Qualification

The minimum requirements for qualification are:

1. Minimum of 10 years' experience with comprehensive facility assessment work at facilities with an attendance of 300,000 or more attendees at a fair or other event held within a concentrated period of time (i.e. 30 days or less).
2. Specific and relevant experience in the following areas: entertainment venues with outdoor seating capacities of 10,000 or more, agriculture facilities; food and beverage operations; regional market analysis; community consensus building; application of CEQA; and, landscape architecture.
3. The CONSULTANT desires contractor to utilize local consultants and expertise when possible.

California Public Records Act

All material submitted in response to this solicitation will become the property of the State of California and will not be returned. In addition, all material submitted may be considered a public record by the CCA and subject to disclosure pursuant to the California Public Records Act (Government Code Section 6250 et seq.). Should the CCA receive a request for any submitted responses to this RFC, the firm submitting the requested submittal will be contacted prior to disclosure of the response to determine what portions, if any, of the response may be considered confidential. The CCA reserves the right, consistent with the California Public Records Act, to make the final determination whether a submittal, or any portion of it, is confidential and not subject to disclosure.

Conflict of Interest Filings

Consultant/Firm agrees to file a Fair Political Practices Commission Form 700, Statement of Economic Interest with CCA, in accordance with CCA's Conflict of Interest Code.

RFP Submittal

Consultants/firms desiring to be considered are to submit a response, limited to ten (10) pages maximum exclusive of a cover, index, and summary sheet. A firm brochure may also be submitted but is not required.

Submittal to address the required information and selection criteria outlined in the selection process section of this RFP. (pages 4 – 5)

The response is to consist of two (2) bound hard copies and one (1) electronic pdf file on a USB flash drive, and must be received in the CCA office no later than **4:00 p.m. Friday, May 17, 2019.**

Responses are to be submitted in a sealed envelope and include the firm name on the cover. Faxed or emailed submittals will not be accepted. Submitted material will be considered public information and will not be returned. CCA reserves the right to terminate the selection proceedings at any time.

Responses to be delivered to:

California Construction Authority (CCA),
1776 Tribute Road, Suite 220,
Sacramento, California 95815
Attn: Sean Slay

All selected qualified consultants/firms will be required to agree and conduct all projects in accordance with CCA's terms and conditions as presented in Appendix B.

It is the policy of the CCA to encourage the participation of Small Business Enterprises (SBEs) in all aspects of contracting to the maximum extent feasible. CCA has established participation goals of TWENTY FIVE PERCENT (25%) for SBE. In awarding any contracts, the Authority will consider the efforts of a consultant to meet these goals. Further details of CCA SBE policy are included in Appendix C.

It is the policy of the CCA to encourage the participation of Disabled Veteran Owned Business Enterprises (DVBEs) in all aspects of contracting to the maximum extent feasible. Pursuant to State law, the CCA has established participation goals of THREE PERCENT (3%) for DVBE. In awarding any contracts, the Authority will consider the efforts of a consultant to meet these goals. Further details of CCA DVBE policy are included in Appendix D.

RFP Timeline

- April 15, 2019 - RFP issued
- April 22, 2019 @ 5:00 pm - Deadline for Request for Clarifications (RFC's)
- May 17, 2019 @ 4:00 pm – RFP Responses Due
- May 31, 2019 – Notice of Award.
- June 7, 2019 - Consulting contract begins.

REQUIRED INFORMATION AND SELECTION CRITERIA

The CCA has established selection procedures for obtaining qualified firms to provide professional consulting services.

The criteria for determining and ranking the best-qualified professional consultants/firms will include the following items.

1. Professional experience of the Consultant/Firm, knowledge of applicable codes and regulations. (25%).
2. Staffing and resource capabilities, including principal and key personnel to be assigned to projects, including abridged resumes. Identify Team Members that will work on this project. Identify their role and experience with Facility Assessment projects in the Southern California and specifically in Orange County. (15%)
3. Demonstrated ability to prepare work within fixed budgets and to meet time schedules. (15%)
4. Nature and quality of projects completed within the last three (3) years, include a minimum of five (5) examples. (10%)
5. Reliability and continuity of the firm (5%).
6. Geographical coverage. Area where majority of projects completed (5%).
7. Small Business and/or Disabled Veteran Business Enterprise status. See Appendix C and D. (5%)
8. List of Professional References. Minimum of three (3) references with contact information. (5%)
9. Fee Schedule. (10%)
10. Other considerations deemed relevant. (5%)

Firms that are interested may also submit copies of the following documents to support their submittal:

1. Brochure (optional)
2. Office of Small Business (SBE) & Disabled Veteran Business Enterprise (DVBE) and Certification (see Appendix C and D).
3. Letter of interest.

DRAFT

SUMMARY SHEET

Submitting Firm Name: _____

Contact Name: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

APPENDIX A

ABOUT THE OC FAIR & EVENT CENTER (OCFEC)

The 32nd District Agricultural Association – the OC Fair & Event Center – is a 150-acre multi-use property owned and operated by the State of California through the Department of Agriculture, Division of Fairs & Expositions. It is used throughout the year for both public and private events, and educational and community activities. The OC Fair & Event Center hosts over 150 events throughout the year and self-produces the annual OC Fair and Imaginology events, in addition to managing the Pacific Amphitheatre, an 8,200-seat outdoor amphitheater.

The OC Fair & Event Center features 157,000 square feet of unique event space including 17 exhibit buildings, meeting rooms and outdoor spaces – all available for rent throughout the year.

The property includes Centennial Farm, a three-acre working farm which educates the public, including over 100,000 school children through field trips, on the importance of agriculture in our daily lives. Centennial Farm features farm animals, California specialty crops and the “Table of Dignity” memorial honoring the work of Orange County agricultural workers.

Heroes Hall is a permanent museum at OCFEC honoring the legacy of veterans through rotating exhibitions, performances and educational programs. It features a restored two-story World War II era barracks building and an impressive Medal of Honor Courtyard honoring those who serve our nation.

The OC Fair & Event Center is home to the annual OC Fair, one of the most anticipated community events in Orange County. The OC Fair is a 23-day event held over a period of 31 days during July and August. Attendance at the OC Fair has exceeded 1.3 million guests for several years.

The Pacific Amphitheatre is used throughout the year for live performances and events, and is home to a 23-day concert series during the annual OC Fair featuring headline musical acts and comedian performances. In recent years, the 23-day concert schedule has also included additional concerts before and after the annual OC Fair. The Pacific Amphitheatre is also the host venue for the Pacific Symphony’s summer concert series.

Imaginology takes place annually in April over a three-day weekend. The popular event features S.T.E.A.M. (Science, Technology, Engineering, Art and Math) workshops, demonstrations, competitions and hands-on activities, providing students with the resources needed to freely explore their imaginations. Professionals from various fields such as electronics, robotics, agriculture and creative arts are available to give participants a glimpse of future career paths. Imaginology attracts over 30,000 guests per year.

OC Fair & Event Center Property Asset List 32nd. District Agriculture Association

Construction Type: (1) Wood Frame, (2) Steel, (3) Concrete Block, (4) Steel & Wood, (5) Concrete, (6) Non-fixed

Structure Number	Structure Name	SQ. Ft	Year Built	Year Remo	Contr. Type	Use
1	Administration	15,000	2008/9		(1) (2)	Office
2	Silo Building	2,900	1997	2007	(1) (2)	Office, Assembly
3	Millennium Barn	4,600	2002		(1)	Exhibit
4	Small Red Barn	2,027	1998		(1)	Exhibit
5	Building 15	4,840	PRE 1950	2005	(1)	Exhibit
6	Building 12	33,484	1966	2006	(2)	Exhibit
7	Building 10	41,559	1954	2008	(2)	Exhibit
8	Parade of Products	15,000	1995	2008	(2)	Exhibit
9	Building 14	20,729	1962	2007	(2)	Exhibit
10	Building 16	16,985	1960	2009	(2)	Exhibit
11	New Breezeway	20,000	2008/9		(2)	Exhibit
12	Hangar building (under construction)	30,676	2008/9		(2)	Exhibit
13	Arlington Trailer Restroom	840	1995		(1) (6)	Restroom
14	Picnic gazebo	1,600	1992		(1)	Food Service
15	Memorial Gardens	2,982	PRE 1950		(1)	Office, Assembly
16	Pit new tin Shed	3,055	1990		(2)	Maint Shelter
17	Compactor shelter in the pit	830	2007		(2)	Maint Shelter
18	Ovations shed	1,235	1990		(2)	Storage
19	Telphil shed	2,022	1989		(2)	Storage
20	Telphil old snack stand	5,258	1981		(1)	Food Service
21	Telphil new snack stand	2,064	1990		(1)	Food Service
22	Telphil Rest room	1,024	1981		(3)	Restroom
23	Pac Amp seating area	49,000	1983		(5)	Audience Seating
24	Pac Amp Backstage Production office and Kitchen	2,600	2008		(2)	Office - Food Service
25	Pac Amp Elevator building	224	2008		(2)	Elevator
26	Pac Amp Backstage Operations office	421	2008		(2)	Office
27	Pac Amp Box Office	1,285	1983		(2) (5)	Box Office
28	Pac Amp Restroom 1st. base #1	2,181	1983		(2) (5)	Restroom
29	Pac Amp Restroom 1st. Base #2	2,660	1983		(2) (5)	Restroom
30	Pac Amp Restroom 3 rd. Base #1	3,882	1983		(2) (5)	Restroom
31	Pac Amp Restroom 3 rd. Base #2	2,149	1983		(2) (5)	Restroom
32	Pac Amp Concession stand 1st. Base	1,291	1983		(2) (5)	Food Service
33	Pac Amp Concession stand 3 rd. Base	1,318	1983		(2) (5)	Food Service
34	Round Concession stand 1 st. Base	250	1983		(2) (5)	Food Service
35	Pac Amp Dressing Room Trailer #1	726	2000		(1) (6)	Dressing Rooms
36	Pac Amp Dressing Room Trailer #2	726	2000		(1) (6)	Dressing Rooms
37	Round Concession stand 3 rd. Base	250	1983		(1)	Food Service

38	Stage structure	5,330	1983	2008	(2)	Stage
39	Equestrian Center Office building	1,933	1967	2007	(1)	Office
40	Corporation Building and cover	18,423	2009	2008	(2)	Storage
41	Carnival restroom	1,305	1981		(1)	Restroom
42	Courtyard Restroom	1,150	1997		(5)	Restroom
43	Livestock Trailer Restroom	825	1997		(1) (6)	Restroom
44	Arena Restroom	937	1995		(5)	Restroom
45	Block Building Restroom, Office	2,760	2007/8	2007	(5)	Office - Restrooms
46	Equestrian Center Barns F	3,500	1979		(2)	Stables
47	Equestrian Center Barns G	3,500	1979		(2)	Stables
48	Equestrian Center Barns H	3,500	1979		(2)	Stables
49	Equestrian Center Barns I	3,500	1979		(2)	Stables
50	Equestrian Center Barns J	3,500	1979		(2)	Stables
51	Equestrian Center Barns K	3,500	1979		(2)	Stables
52	Equestrian Center Barns L	3,500	1979		(2)	Stables
53	Equestrian Center Barns M	3,100	1979		(2)	Stables
54	Equestrian Center Barns N	5,000	1979		(2)	Stables
55	Maintenance buildings - Operations	3,150	1981	2002	(1) (5)	Off-Shop-Restr
56	Maintenance buildings - Shop Building	7,485	1981	2002	(1) (5)	Off-Shop-Restr
57	Maintenance buildings - Warehouse	4,900	1981	2002	(1) (5)	Off-Shops-Restr
58	Ranch Building	5,100	1987	2003	(1)	Office, Assembly
59	Horse Show Arena	8,214	1966		(2)	Show Arena
60	Department of Public Safety	1,526	PRE 1950	2007	(1)	Office - Restr
61	Boys Chorus	1,900	1987	2004	(1)	Office - Restr
62	Livestock Barns	3,100	PRE 1950		(1)	Exhibit & Storage
63	Livestock Barns	3,100	PRE 1950		(1)	Exhibit & Storage
64	Baja Blues	5,600	PRE 1950	2007	(1)	Food Service
65	Park Plaza Restroom	700	1985	2009	(1)	Restroom
66	Arena Trailer Restroom	662	1997		(1) (6)	Restroom
67	EQC Shop & Storage	1,500	1967		(2)	Restroom

APPENDIX B

EXHIBIT A

EXAMPLE CALIFORNIA CONSTRUCTION AUTHORITY CONSULTANTS STANDARD AGREEMENT

THIS AGREEMENT is made this 4th day of July, 2019, by and between the California Construction Authority hereinafter referred to as "CCA" or "Authority" and Fair Consulting Inc., hereinafter referred to as "Consultant".

1. Purpose

Consultant shall provide professional services in connection with the "Infrastructure, Ground, and Facility Audit" at the Orange County Fair & Event Center/32nd DAA", CCA Project# 032-19-001 .

2. Scope of Work

Consultant shall provide said services set forth in Exhibit A attached hereto and incorporated herein ("Exhibit A)". Consultant shall provide said services as requested from time to time in writing by the Executive Officer.

3. Compensation

- a. Consultant shall be compensated for services performed pursuant to this Agreement at the rates set forth in Exhibit A.
- b. Subject to modifications or amendments authorized pursuant to Section 11 herein, the total compensation for services performed by Consultant, pursuant to this Agreement, shall not exceed **XXXXX AND 00/100 DOLLARS (\$XX,XXX.00)**.
- c. Payments shall be paid monthly in arrears for services performed during the previous month. CCA will make payment no later than the tenth (10th) day of the month following the month during which Consultant's invoice is received by CCA.
- d. Five percent (5%) of each monthly payment (for each project) may be subject to withholding as provided in Section 10346 of the California Public Contract Code. Consultant may substitute suitable securities for such retention as provided in Section 4590 of the California Government Code. The final payment for each respective project shall be made after review and approval by CCA of a final and comprehensive itemized statement for each respective project specifying the work performed under this Agreement and containing a certification that such work was done in conformance with this Agreement. The amounts paid to Consultant in accordance with this section shall constitute full and complete compensation for all services required by this Agreement.

4. Materials, Supplies and Equipment

Except as otherwise specifically set forth herein, Consultant shall, at its sole cost and expense, furnish all materials, supplies, and equipment which is or may be required for performance of services pursuant to this Agreement.

5. Ownership

Consultant agrees that all work products including, but not limited to, professional and technical information, all work sheets, designs, drawings, reports, memoranda and all other tangible personal property of whatever nature developed in the performance of this Agreement shall be the sole property of the Authority, provided that Consultant may retain file copies of these work products. Consultant shall provide these work products to Authority upon request. If Authority uses Consultant's work products for a project other than the project for which the work products were developed, Authority shall hold harmless and indemnify Consultant from any liability for such use to the extent permitted by law.

Consultant will be responsible for materials and equipment needed by you to perform these services.

- a. Except as otherwise directed in writing by Authority, all said work products shall be produced in draft form, marked "WORKING DRAFT" and treated as not being public records subject to disclosure pursuant to Government Code Sections 6250 et seq.
- b. Consultant agrees that the information disclosed to you and any work product produced by you pursuant to this agreement are confidential and you will:
 - (1) hold such information and work product in confidence;
 - (2) use such information or work product only as needed for the work to be performed under this agreement;
 - (3) restrict disclosure of such information and work product to those employees and agents (if any) who need to know such information or see such work product in connection with the work performed hereunder, and cause such employees or agents to not disclose such information and work product;
 - (4) not copy or otherwise duplicate or distribute such information or work product or allow anyone else to copy or otherwise duplicate or distribute such information or work product except for the purposes of performing services under this agreement; and
 - (5) at Authority's request, promptly return to the Authority all then existing tangible information and work product and certify to the Authority that all other such information has been destroyed.

5.1 Copyright

Architect or Consultant irrevocably grants to CCA, California Fairs and State of California, any/each of them, a nonexclusive license to use any consultant copyrighted material submitted pursuant to this agreement. Such license shall include, but not be limited to, the right to use and reuse such copyrighted materials to construct the buildings or other matters covered by such copyrighted materials for additional use and to license such copyrighted materials for reuse. If the holder of the license modifies any such copyrighted materials for reuse, then Architect or Consultant shall not be deemed to warrant any of such copyrighted materials so modified.

6. Limitation of Compensation

CCA is not obligated to employ Consultant or pay royalties or other compensation of any kind to Consultant as a result of the use by CCA of the work products referred to in Section 5 hereof, whether or not said use relates to the project for which said work product was prepared. CCA shall hold Consultant harmless if product is used for other than intended development.

7. Term of Agreement

The term of this Agreement shall commence on the date first written above and shall terminate on **January 31, 2020** unless extended by mutual consent, in writing, by both parties or terminated as set forth herein.

8. Terms and Conditions

The Standard Form Terms and Conditions attached hereto as Exhibit B and incorporated herein ("Exhibit B") are made a part of this Agreement. Consultant's signature on this Agreement constitutes acknowledgement that Consultant has received said Terms and Conditions.

In the event of any inconsistency between any provision of this Agreement, including Exhibit B, and any provision of Exhibit A, the provisions of this Agreement, including Exhibit B, shall control. In the event of any inconsistency between any provision of this Agreement and any provision of Exhibit B, the provision of this Agreement shall control.

9. Exhibits

All exhibits referred to herein are attached hereto and are incorporated herein by reference.

10. Notices

Notices to the parties shall be sent to Consultant in the following form and at the following address:

Fair Consulting Inc.
Attn: John Smith
123 Fair Drive
Costa Mesa, CA 92626
Phone: (714) 555-1234
Email: consultant@fairconsultinginc.com

Notices to CCA shall be sent to the following address:

California Construction Authority (CCA)
Attn: Becky Bailey-Findley, Managing Director
1776 Tribute Road, Suite 220
Sacramento, CA 95815-4410
Phone: (916) 263-6100
Fax: (916) 263-6116
Email: sslay@ccaauthority.org

11. Modification and Amendments

This Agreement may be modified or amended by mutual consent of Consultant and CCA, evidence in writing, and executed by the parties hereto.

12. Conflict of Interest

a. Definitions

- (1) "Related Entity" includes all owners, directors, officers, and employees of Consultant and the immediate family members (including spouses, brothers, sisters, and children) of those owners, directors, officers and employees.
- (2) A Consultant has a "Financial Interest" if it is reasonably foreseeable that Consultant or any Related Entity may gain a material financial advantage as a result of Consultant's relationship with any bidder, prospective bidder, contractor, subcontractor, or any other entity connected with or directly affected by the services to be performed by this Agreement.

b. Representations

- (1) Consultant represents that it has made diligent inquiry of each Related Entity and that, except as listed below, neither it nor any Related Entity has a Financial Interest in any bidder, prospective bidder, contractor, subcontractor, or any other entity connected with or directly affected by the services to be performed by this Agreement.

_____	_____
(Name)	(Name)
_____	_____
(Address)	(Address)
_____	_____
(Relationship to Consultant)	(Relationship to Consultant)

_____ (initial and use a separate sheet of papers, if necessary).

- (2) Consultant represents that it has made diligent inquiry of each Related Entity and that, except as listed below, neither it nor any Related Entity has a Financial Interest, or anticipates having a Financial Interest, in any contract made, or to be made, by CCA in which Consultant has advised CCA or has participated in preliminary discussions, negotiations, compromises, reasoning, planning, drawing of plans and specifications, or solicitations of bids.

_____	_____
(Name)	(Name)
_____	_____
(Address)	(Address)

(Relationship to Consultant)

(Relationship to Consultant)

_____ (initial and use a separate sheet of papers, if necessary).

- (3) Consultant represents that neither it nor any Related Entity will be a purchaser at any sale made by CCA during the term of this Agreement.
- (4) Consultant represents that neither it nor any Related Entity will be a vendor at any purchase made by CCA during the term of this Agreement.
- (5) Consultant represents that, if disclosure is required pursuant to subdivision c. below, a completed "Form 700 Statement of Economic Interests For Designated Employees" is attached hereto as Exhibit ___ for each owner, director, and officer of Consultant, and for each employee of Consultant responsible for the performance of services under this Agreement.
- (6) Consultant represents that, if disclosure is required pursuant to subdivision c. below, a completed "Form 700 Statement of Economic Interests For Designated Employees" shall be filed for any new owner, directors, or officers during the term of this Agreement.
- (7) Consultant represents that, if disclosure is required pursuant to subdivision c. below, a complete "Form 700 Statement of Economic Interests For Designated Employees" shall be filed for any new employee assigned to perform services under this Agreement; provided, however, that Consultant shall first obtain the consent of CCA for an assignment of any new employees to perform services under this Agreement.
- (8) Consultant represents that it will, and has, attempted to contact CCA to resolve any questions or ambiguities regarding the representations and disclosures required by this Section. Consultant makes the representations in this Section under penalty of perjury under the laws of the State of California.

c. Disclosures

- (1) CCA hereby determines that Consultant is hired to perform a range of duties that are limited in scope. A description of Consultant's duties are contained in "Exhibit A." Based upon that description, Consultant shall:

- Not be required to file a Form 700
 File a Form 700 and disclose pursuant to:
 Category 1
 Category 2
 Category 3

California Fair Financing Authority Executive Director

(2) Disclosure Categories

Category 1: Persons designated in this category shall disclose all investments, business positions in business entities, interest in real property, and sources of income, and also report business positions in business entities or persons who have filed a claim, or have a claim pending, against the CCA.

Category 2: Persons designated in this category shall disclose investments, business positions in business entities, and income from sources of the type which within the previous two (2) years have contracted with CCA to furnish services, supplies or materials.

Category 3: Persons designated in this category shall disclose: (a) investments and business positions in any business entity which, during the reporting period, was awarded or bid upon a contract of CCA for, or supplied to it under contract, materials, goods, supplies, or services; (b) interest in real property which, during the reporting period, was acquired by, leased, or otherwise used by CCA for any consideration; and (c) each source of income, provided the income was furnished by or on behalf of any person furnishing or offering to provide real or personal property or services to CCA as stated in subparts (a) or (b) above.

d. Public Record

This contract and all disclosure forms filed pursuant to this contract are public records as defined by Government Code Section 6250, et seq.

CALIFORNIA FAIR FINANCING AUTHORITY

CONSULTANT

By:

Becky Bailey-Findley
Managing Officer of CCA
1776 Tribute Rd., Suite 100
Sacramento, CA 95815-4410

By:

John Smith
Fair Consulting Inc.
123 Fair Drive
Costa Mesa, CA 92626

Federal ID Number

Exhibit "B"

CONTRACT STANDARD TERMS AND CONDITIONS

(Consulting Agreement)

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of Authority.
2. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
3. Indemnification. Consultant shall indemnify, protect, defend and hold harmless the State of California, the Authority, California Construction Authority, their members, officers, agents, servants and employees (collectively, the "Indemnitees") from and against any and all Losses (as defined below) arising directly or indirectly, in whole or in part, out of this Agreement or the performance of Consultant's duties under this Agreement, except where such "Losses" are due to the sole active negligence or willful misconduct of the Indemnitees or any of them. As used in this Agreement, "Losses" means claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative or judicial proceedings and orders, judgments, remedial action requirements, enforcement and actions of any kind (including, but not limited to, clean-up actions) and all costs and expenses incurred in connection therewith, including, but not limited to, actual attorney's fees and costs of defense."
4. Consultant not Agent. Except as Authority may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the Authority in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Authority to any obligation whatsoever.
5. Products of Consulting. All products of consulting shall become the sole property of the Authority and shall be delivered to the Authority before the end of performance under this Agreement.
6. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
7. Termination. This Agreement may be terminated by either party on forty-eight (48) hours written notice to the other; provided, however, if Consultant terminates this Agreement, Consultant shall complete any work assigned to Consultant prior to such termination being effective. The effective date of termination shall be the 48th hour of said written termination notice with no further action by either party.

In the event Authority abandons the project, upon written notification to the Consultant, this Agreement shall terminate. Consultant shall be entitled to the compensation earned by it through the date of termination, computed pro rata up to and including that date. Consultant shall be entitled to no further compensation as of the date of termination except as may be necessary to wind up any work in progress and to deliver products to the Authority. In no event shall the Authority be liable for lost profit.

8. Products to be delivered on Termination. In the event of termination of this Agreement, Consultant shall immediately deliver to Authority all files, memoranda, notes, draft reports and all other matter prepared by Consultant in the course of providing services pursuant to this Agreement, excepting any such material necessary for consultant to complete any work assigned prior to termination by Consultant. All such material shall be the sole property of the Authority.

9. Notices. Any and all notices, demands, requests, or other matters required by this Agreement or by law to be served on, given to, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, certified postage prepaid, addressed to the Authority or Consultant as provided in this Agreement. Either party may change his address for the purpose of notices by giving written notice of such change to the other party in the manner as herein provided.

10. INSURANCE.

A. General

The minimum insurance coverages and requirements set forth below shall be maintained by Consultant for the complete term of the Agreement with a licensed insurance carrier(s) acceptable to Authority (hereinafter "insurance requirements"). If Consultant fails to maintain any of the insurance requirements Authority may, but is not required to, obtain such insurance and deduct premiums due for same from any sums due Consultant under the Agreement. Failure of Authority to obtain such insurance shall in no way relieve Consultant of its responsibilities under this Agreement. In no event is Authority responsible for the payment of premiums or deductibles of the required coverages. The failure of Consultant to comply with any of the insurance requirements shall constitute a material breach of the Agreement by Consultant and enable Authority to, along with any other remedies available, terminate the Agreement.

It is the intent of the parties that Consultant's insurance coverage shall be primary and that any separate coverage available to Authority, , the State of California, or the Fair (or County) named in the Agreement shall be secondary. Nothing contained in this Agreement shall be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of all damages resulting from Consultant's operations, acts, omissions or negligence.

B. Certificate of Insurance Requirement

Consultant shall furnish to Authority a Certificate of Insurance on a standard ACORD form, or other form acceptable to Authority, substantiating the required coverages and limits set forth above and also containing the following:

1. Thirty (30) days prior written notice to Authority of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and

2. The following statement with respect to the comprehensive general liability policy: "That Authority, the State of California, the Fair (or County) named in the Agreement, their agents, officers, servants, and employees are made additional insureds insofar as the operations under the Agreement are concerned."

C. Comprehensive General Liability

1. Comprehensive general liability insurance shall be maintained in a minimum amount of a combined single limit of \$1,000,000 (One Million Dollars) per occurrence as respects bodily injury and/property damage and must also include the following coverages: personal injury, broad form property damage, products and completed operations, contractual liability, losses related to independent contractors and equipment, and explosion, collapse and underground hazards (hereinafter "the liability policy").

2. Additional Insured Endorsement - The liability policy shall contain an endorsement in the form of ISO "Additional Insured - Owners, Lessees or Contractors, Form B" naming Authority, , the State of California, and the Fair (or County) named in the Agreement as additional insureds. No modification of ISO Additional Insured Form B will be permitted.

3. The liability policy shall specify that (1) the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured and (2) it acts as primary insurance and that no coverage held by Authority, , the State of California, or the Fair (or County) named in the Agreement shall be called upon to cover, either in full or in part, any loss covered under it.

D. Professional Liability

If the fee for services to be provided under this Agreement exceeds \$20,000 (Twenty Thousand Dollars), Consultant shall maintain Professional Liability Insurance covering services and operations under this Agreement in the amount of \$500,000 (Five Hundred Thousand Dollars) per occurrence or in the amount of the fee for services, whichever is greater, with deductibles and exclusions acceptable to Authority. Such coverage is to be maintained for a period of not less than three (3) years following acceptance of work by Authority.

E. Workers' Compensation

1. Consultant shall be a qualified self-insurer pursuant to the requirements of the California Labor Code or shall maintain full workers' compensation insurance coverage in accordance with "The Workers' Compensation and Insurance Act," Division IV of the Labor Code, along with Employer's Liability coverage in a minimum sum of \$1,000,000 (One Million Dollars), with either the State Compensation Insurance Fund or a licensed carrier.

2. If any injury occurs to any employee of Consultant for which the employee (or his dependents in the event of his death) may be entitled to compensation from Authority under the provisions of said Act, an amount sufficient to such compensation shall be retained by Authority out of the sums due Consultant under the Agreement until such compensation is paid or it is determined that no compensation is due. If Authority is required to pay such compensation, the amount so paid will be deducted from the sums due Consultant.

3. If appropriate, Consultant shall execute the "No Employees Certification Form" attached.

F. Certified Copies of Policies

Upon request by Authority, Consultant shall immediately furnish to Authority a complete copy of any policy required herein, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy.

G. Automobile Liability Insurance

Consultant shall carry automobile liability insurance with a minimum coverage of \$500,000 per person and per accident for bodily injury and \$100,000 for property damage. Consultant shall either

(1) Provide Authority with a certificate of insurance on a standard form showing that Consultant maintains the required automobile liability insurance, that the insurer shall not terminate or modify coverage without twenty (20) days' advance written notice to Authority, and that Authority, the State of California and Fair where the work is performed are additional insureds; or

(2) Affirm in writing the name of Consultant's automobile liability insurer and policy number, the policy limits and effective dates of coverage, which the coverage will be kept in place for the duration of the Agreement, that Consultant has a valid driver's license, and that his or her vehicle is in proper operating condition.

11. Licenses. At its sole cost, Consultant shall obtain and keep in full force and effect during the term of this Agreement, all licenses, permits and other entitlements required for Consultant to legally perform the services provided pursuant to federal, state and local authorities.

12. Attorney's Fees. In the event any action is brought by either party to this contract to enforce this contract or for breach of this contract or for a declaration of rights and duties of the parties to this contract, the prevailing party shall recover its cost of suit and attorney's fees incurred in such action from the other party.

13. Fair Employment. In the performance of this Contract, Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, mental condition, marital status, sex or age* pursuant to Section 12940 et seq. of the Government Code. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religious mental condition, marital status, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff

or termination; rates of pay or other forms of compensation; terms, conditions or privileges of employment; and selection for training, including apprenticeship. Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this Fair Employment provision.

Consultant will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment and Housing Commission or the Authority for the purposes of investigation to ascertain compliance with the Fair Employment section of this contract.

Remedies for willful violation:

1. The Authority may determine a willful violation of these Fair Employment provisions to have occurred upon receipt of a final judgment having that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the California Fair Employment and Housing Act, and has issued an order, under Government Code Section 12970, which has become final, or obtained injunctive relief under Government Code Section 12973.

2. For willful violations of these Fair Employment provisions, the Authority shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the Authority in securing the goods or services hereunder shall be borne and paid by consultant and his surety under the performance bond, if any, and the Authority may deduct from any monies due or that thereafter may become due to Consultant, the differences between the price named in the contract and the actual cost thereof to the Authority.

* It is an unlawful employment practice for an employer to refuse to hire or employ, or to discharge, reduce, suspend, or demote any individual over the age of 40 on the ground of age, except in cases where the law complies or provides for such action...." (Government Code Section 12941)

EXHIBIT C

CERTIFICATE OF INSURANCE

Consultant to add here upon execution of Agreement.

See Section 10, Exhibit B, for Insurance Requirements

DRAFT

APPENDIX C

CALIFORNIA CONSTRUCTION AUTHORITY (CCA) PARTICIPATION GOALS FOR SMALL BUSINESS ENTERPRISES (SBE)

PROGRAM STATEMENT

1. It is the policy of the CCA to encourage the participation of Small Business Enterprises (SBEs) in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to increase the utilization of SBEs.

CCA has established participation goals of TWENTY FIVE PERCENT (25%) for SBE. In awarding any contracts, the Authority will consider the efforts of a consultant to meet these goals. Therefore, each selected firm must meet these goals or must make a "good faith effort" to meet these goals. Failure to meet these goals, or to make a good faith effort, may form the basis upon which CCA determines that the consultant is non-responsive, making the consultant ineligible for awards under the contract. The CCA reserves the right to exempt certain contracts from the participation goals, as it is the Authority's policy to attempt to achieve these participation goals on an annual basis.

2. The consulting firm, and its vendors, suppliers, and their subcontractors who feel they may qualify as a SBE are encouraged to complete a bidder's application SBE certification form which is available at:

Department of General Services
Office of Small Business and DVBE Services
707 Third Street
West Sacramento, CA 95605
(916) 375-4940

3. Please indicate whether or not the submitting consultant/firm is a SBE.

A. Yes [] No []

Certification No. _____

Certified By: _____

Expiration Date: _____

B. Percentage of contract responsibility to be performed by responding firm: _____

- C. If certified SBE subcontractor's suppliers and/or third parties will be used to perform any or all of the contract, please state name of firm, service or commodity to be provided, and the percentage of contract responsibility.

NAME OF FIRM	SBE #	SERVICE OR COMMODITY	% OF RESPONSIBILITY
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. All submitting Firms must select the appropriate certification, date and sign.

- Firm *listing* SBE participation:

I hereby certify that I have made a diligent effort to ascertain facts with regard to the representations made herein, to the best of my knowledge and belief, each firm set forth in this bid as a SBE is such an enterprise.

- Firm *not* meeting the Authority's participation goals:

I hereby certify that I have made a "good faith effort," as defined by section, to meet the SBE participation goals for this contract.

- Firm *not* using outside services:

I hereby certify that no work or material is to be supplied by an outside source and therefore are unable to meet SBE participation goals.

Bidders

This declaration is executed on this ____ day of _____, _____, in _____ California.

Signature

Print

APPENDIX D

DISABLED VETERAN OWNED BUSINESS ENTERPRISES (DVBE)

CALIFORNIA CONSTRUCTION AUTHORITY (CCA) PARTICIPATION GOALS FOR DISABLED VETERAN OWNED BUSINESS ENTERPRISES (DVBE)

PROGRAM STATEMENT

1. It is the policy of the CCA to encourage the participation of Disabled Veteran Owned Business Enterprises (DVBEs) in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to increase the utilization of DVBEs.

Pursuant to State law, the CCA has established participation goals of THREE PERCENT (3%) for DVBE. In awarding any contracts, the Authority will consider the efforts of a consultant to meet these goals. Therefore, each Bidder must meet these goals or must make a "good faith effort," as defined by Section 10115 et seq. of the Public Contract Code, to meet these goals. Failure to meet these goals, or to make a good faith effort, may form the basis upon which Authority determines that the consultant is non-responsive, making the consultant ineligible for awards under the contract. The CCA reserves the right to exempt certain contracts from the participation goals, as it is the Authority's policy to attempt to achieve these participation goals on an annual basis.

2. The consulting firm, and its vendors, suppliers, and their subcontractors who feel they may qualify as a DVBE are encouraged to complete a bidder's application DVBE certification form which is available at:

Department of General Services
Office of Small Business and DVBE Services
707 Third Street
West Sacramento, CA 95605
(916) 375-4940

3. Please indicate whether or not the submitting consultant/firm is a DVBE.

A. Yes [] No []

Certification No. _____

Certified By: _____

Expiration Date: _____

B. Percentage of contract responsibility to be performed by responding firm: _____

C. If certified DVBE subcontractor's suppliers and/or third parties will be used to perform any or all of the contract, please state name of firm, service or commodity to be provided, and the percentage of contract responsibility.

<u>NAME OF FIRM</u>	<u>DVBE #</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. All submitting Firms must select the appropriate certification, date and sign.

Firm *listing* DVBE participation:

I hereby certify that I have made a diligent effort to ascertain facts with regard to the representations made herein, to the best of my knowledge and belief, each firm set forth in this bid as a DVBE is such an enterprise as defined in section 10115.1 of the State Public Contract Code.

Firm *not* meeting the Authority's participation goals:

I hereby certify under penalty of perjury under the laws of the State of California that I have made a "good faith effort," as defined by section 10115.2 of the State Public Contract Code, to meet the DVBE participation goals for this contract.

Firm *not* using outside services:

I hereby certify that no work or material is to be supplied by an outside source and therefore are unable to meet DVBE participation goals.

Bidders

This declaration is executed on this ____ day of _____, _____, in _____ California.

Signature

Print

APPENDIX E

California Department of General Services Infrastructure Study Guidelines

1. Infrastructure assessments do not need to be holistic (whole building) – building systems or even component parts can be evaluated.
2. The scope of work, methodology, assumptions, and exclusions for assessments need to be clearly documented.
3. Assessments must provide cost data conforming to the following requirements:
 - a. Utilizing prevailing wage rates.
 - b. Utilizing the state's escalation assumption of 5 percent, annually. Escalation shall be the start and midpoint of construction. Alternatively, costs can be reflected at the point of estimation, with escalation costs provided by the state.
 - c. Soft costs shall be provided by the state, not the estimator.
 - d. Scopes of work for estimating, including assumptions and exclusions, shall be detailed.
 - i. Scopes of work shall conform to all applicable state and agency policies and requirements.
 1. For new construction, this includes applicable state policies such as Zero Net Energy, childcare requirements, energy efficiency requirements, and electric vehicle charging infrastructure. Standardized estimating systems for new construction, such as the Marshall Valuation Service, can be utilized but must be adjusted to account for state or agency mandates.
 - ii. For repairs, all corollary or incidental work that is necessary to accomplish the repair, including additional work required by code as a result of the repairs, must be included in the estimate or specifically listed as an exclusion.
4. When assessing multiple buildings, or building systems within a group of buildings, a common methodology which provides a consistent identification, evaluation, and reporting of deficiencies must be utilized.

5. To the extent that Facility Condition Assessments (FCA) (or similar holistic building evaluation methodology) are to be employed as a methodology, the following additional criteria shall be adhered to:

- a. Firms conducting the FCAs are to be provided a scope of work that specifies that the main objective of the facilities condition assessment is to measure the condition and functionality factors that make both the building and its infrastructure of adequate condition and appropriate for intended functions.
- b. Firms shall, at a minimum:
 - i. Provide an inspection of facilities highlighting physical deficiencies.
 - 1. Physical inspections shall begin with data gathering. Where applicable, data to be collected should include a space inventory, building/infrastructure drawings, completed and pending deferred maintenance lists, prior assessments, and recent building reports.
 - 2. Visual inspections shall be conducted by appropriately licensed professionals, as applicable, and shall include recorded observations from maintenance staff.
 - ii. Assist in identifying deferred and ongoing maintenance needs.
 - 1. Data collected shall be summarized in a clear manner, consistently across buildings/systems, and in conformity to industry standards.
 - 2. Existing deficiencies identified shall be categorized and made sortable. To the extent practical, deficiency lists shall be categorized by building system, impact to the building, and probability of failure.
 - 3. An evaluation as to the completion of regular maintenance shall be performed.
 - iii. Specify costs for both a building renovation, as well as costs for building replacement.
 - iv. Develops cost forecasts and schedules for correction of physical deficiencies.
- c. Buildings must be similar enough to generate a comparison. For example, office and warehouse spaces should not be compared against each other to form a ranking/hierarchy.
- d. Buildings in temporary use should not be evaluated unless expected to be converted to permanent use or otherwise planned to be occupied long-term.

- e. When buildings are evaluated, a Facilities Condition Index (FCI) shall be established. An FCI is the cost to repair all identified deficiencies from the FCA divided by the building replacement cost and is expressed as represented by a percentage from 0% to 100%
- f. The resultant FCI shall then be rated using a four-part scale (GOOD, FAIR, POOR, and CRITICAL).
- i. Because there is no industry standard scale, the specific range of FCIs associated with each rating shall be developed by the agency and A&E firm undertaking the FCAs. The ranges shall generally depend upon the degree of investigation performed and whether specific FCA models/methods were employed.
 - ii. The following four-part rating system should be utilized for evaluation and prioritization of infrastructure:

Good	Fair	Poor	Critical
0-15%	16-25%	26-60%	60%+



Board of Directors Agenda Report

MEETING DATE: APRIL 25, 2019 ITEM NUMBER: 9C

SUBJECT: Review and Approve Gate Security Invitation For Bid (IFB) Scope of Work

DATE: April 19, 2019

FROM: Kathy Kramer, CEO

PRESENTATION BY: Ken Karns, Vice President - Operations

ACTION ITEM

Review the draft of the 2019 OC Fair Gate Security Services IFB, provide input on the scope of work, and approve staff to release the IFB.

BACKGROUND

The 2019 budget includes the use of an outside contractor(s) for gate security services, however staff had the full intention to bring as much of the operations in-house as possible. At this time our Human Resources team indicates, that due to the low unemployment rate in our area, recruiting is an even greater challenge than last year. The unemployment rate in Orange County, as of December 2018, is 2.8%.

The Pacific Amphitheatre gate security operations, which include pre and post fair concerts, will be brought in-house. Even with the hiring challenges, staff believes it can strategically manage schedules to fill this requirement.

The 2019 OC Fair Gate Security Services IFB was provided to the Safety & Security Committee (Chair Ruiz, Vice Chair Cervantes) for review and input. Upon approval, staff will release the IFB on Wednesday, May 1, 2019.

32ND DISTRICT AGRICULTURAL ASSOCIATION

GATE SECURITY SERVICES

LOW COST

INVITATION FOR BID (IFB)

IFB NUMBER: GSS-01-19FT

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

Date Issued: May 1, 2019

Public Bid Opening Wednesday, Friday, May 25, 11:00 a.m.
(Administration Building)

Bids must be received no later than Wednesday, May 25, 2019, 11:00 a.m.

Clearly marked with the following:

GATE SECURITY SERVICES, IFB NUMBER: GSS-01-19FT
32nd District Agricultural Association
OC Fair & Event Center/Administration Building
88 Fair Drive
Costa Mesa, CA 92626

Contact Person: Kelly Vu

E-mail: IFB@ocfair.com

This person is the only authorized person designated by the District to receive communication concerning this IFB. Please do not attempt to contact any other person concerning this IFB. Oral communications of District officers and employees concerning the IFB shall not be binding on the District, and shall in no way excuse the Bidder of obligations as set forth in the IFB. Only questions concerning the technical requirements of the IFB will be answered. **Bidders should include the IFB Number referenced above in the subject line of all emails sent to IFB@ocfair.com.**

Prospective bidders to send email request to IFB@ocfair.com to receive notification

In conjunction with the information requested in Part VII – Mandatory Format and Content Requirements, all required documents and attachments listed on section VIII, Forms, page 21 must be submitted as part of the bid proposal. Do not modify bid documents.

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- STD213, Standard Agreement
- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C - GTC 4/2017- General Terms and Conditions
- Exhibit D – Special Terms and Conditions CCC 4/2017 – Certification
- Exhibit E - Insurance Requirement
- Megan’s Law Screening & Certification

**PART I
DEFINITIONS**

- BIDDER/PROPOSER:** The individual, company, organization or business entity submitting the proposal in response to the Invitation For Bid.
- CFSA:** Refers to California Fairs Services Authority, a not-for-profit joint powers authority (JPA) established to manage and administer workers' compensation, property and general liability self-insurance pools, related services and programs exclusively for California's fairs.
- CONTRACTOR:** Refers to that Bidder selected by the District to provide the services set forth in this IFB. Terms can be used interchangeably.
- DGS:** Refers to the "Department of General Services," State of California, located at:
707 Third Street, 7th Floor
West Sacramento, California 95605
Attention: Office of Legal Services
- DISTRICT:** Refers to the 32nd District Agricultural Association, which is an agency of the State of California within the Division of Fairs & Expositions under the Department of Food & Agriculture. The Association is located at:
88 Fair Drive
Costa Mesa, California 92626
- F & E:** Refers to the Division of Fairs & Expositions, Department of Food & Agriculture, which is a division of the agency of the State of California overseeing the activities of District Agricultural Associations and County and Citrus Fruit Fairs. F&E is located at:
1010 Hurley Way, Suite 200
Sacramento, California 95825
- IMAGINOLOGY:** Refers to the annual event held in April of each year.
- QUALIFIED:** The term "qualified" as it is used in this document refers to the Bidders who submit their proposals according to the guidelines contained in the IFB and meet all other requirements listed herein.
- OC FAIR/FAIR TIME:** Refers to the annual OC Fair held in July and August of each year. Terms can be used interchangeably.
- IFB:** Invitation For Bid
- RESPONSIVE:** Proposals that are timely, meet the proper format required for submittal of the proposals, and provide the required information pursuant to the criteria outlined in the IFB will be considered "responsive."
- YEAR-ROUND EVENT:** Refers to any event held outside of the annual OC Fair and Imaginology.

**PART II
GENERAL INFORMATION**

A. INVITATION FOR BID (IFB)

The Board of Directors of the 32nd District Agricultural Association, in releasing this IFB, intends to award a contract for July 4 Security Services for the OC Fair & Event Center from July 1, 2019 through June 30, 2020, with four (4) one (1) year option. The agreement options are to be exercised independently and at the sole discretion of the District. Certification of satisfactory performance is required.

B. BIDDER RESPONSIBILITY

Bidders are urged to read the documents thoroughly, as the District shall not be responsible for errors and omissions on the part of the bidder. Careful review of final submittal is highly recommended, as reviewers will not make interpretations or correct detected errors in calculations.

C. DELIVERY OF PROPOSALS

Proposals must be electronically submitted prior to the closing time and by e-mail* to IFB@ocfair.com or by hard copy at the address listed below. Failure to meet these requirements will result in an unaccepted proposal.

*District's e-mail servers cannot receive files larger than 12MB. Files larger than 12MB will not be received and will result in an unaccepted proposal.

Proposals must meet the following format requirements to be deemed responsive for District consideration:

- One (1) PDF copy of the entire proposal as well as one (1) Microsoft Word copy (Where applicable).
- If submitted in hard copy form, the package shall contain (1) copy of the proposal.
- The proposal to contain a cover letter with the Bidder's name and the following:

**INVITATION FOR BID: IFB # GSS-01-19FT
32nd District Agricultural Association
OC Fair & Event Center/Administration Building
88 Fair Drive
Costa Mesa, California 92626**

- Proposals must be submitted to the District's Administration Office and received by hard copy or email to IFB@ocfair.com no later than Friday, May 25, 2019, 11:00 a.m. The District's Administration Office is open Monday through Friday, from 8:00 a.m. – 5:00 p.m., and is closed on holidays. Pursuant to the law, no proposals shall be considered which have not been received at the place by the closing time, stated in this IFB.

D. CONTRACT AWARD

Each Bidder's financial proposal is evaluated and based on low cost, Small Business preference and DVBE incentive will be given where applicable (see Part II, Items G and H).

If the contract is awarded, it shall be granted to the qualified responsible Bidder who proposed the lowest cost. Prior to the Board awarding a contract, the District shall post a "Notice of

Proposed Award” on the OC Fair website for five (5) working days. In addition, an email containing a link to the notice will be emailed to each Bidder.

A contract award is not final until:

- The time for posting notice of award has expired;
- Protests filed, if any, have been withdrawn or rejected by the Department of General Services and/or
- The Board of the 32nd District Agricultural Association approves the award.

The District reserves the right to reject all proposals, to select without any discussion or interviews, to request additional information, and to negotiate any minor details, terms or conditions.

E. TENTATIVE SCHEDULE

IFB Released	Wednesday, May 1, 2019
*Questions due via email – 5:00 p.m.	Friday, May 11, 2018
Answers sent to all bidders via email	Monday, May 14, 2018
Proposal Deadline – 11:00 a.m.	Friday, May 25, 2018
Bid Opening 11:00 a.m. (Admin. Bldg.)	Friday, May 25, 2018
Post/mail “Notice of Proposed Award”	Tuesday, May 29, 2018
OCFEC Board of Directors	Wednesday, June 13, 2018
Proposed Contract Awarded by	June 29, 2018

*Technical questions are to be submitted in writing to IFB@ocfair.com by the date and time specified above. All questions and answers will be distributed to all Bidders by the date specified above. No IFB related questions will be answered after due date.

F. BIDDER/CONTRACTOR STATUS FORM

All Bidders must complete, sign and submit the Bidder/Subcontractor Status Form in response to the IFB. Failure to comply will deem the Bidder non-responsive. The District reserves the right to verify the information on the Bidder/Contractor Status Form at the time of the bid. If the Bidder is a corporation, the form must include the title of the person signing, i.e., corporate officer status, and a copy of the corporate resolution authorizing the signing of the form must be attached. If a partnership, the signing partner must indicate whether a limited or general partner.

G. DVBE REQUIREMENTS – BIDS TOTALING OVER \$10,000.00

The District elects to include the DVBE incentive for this IFB.

- 1. The incentive amount will be based upon the percentage of DVBE participation as follows:

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99%	Inclusive 4%
3% to 3.99%	Inclusive 3%
2% to 2.99%	Inclusive 2%
1% to 1.99%	Inclusive 1%

- 2. **ALL** Bidders must complete and submit the Bidder and Subcontractor Performance Declaration, GSPD-05-105 (Attachment 3) found at:

<http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf#search=gspd-05105&view=FitH&pagemode=none>

- 3. **IF** Bidder answered “yes” to any question on the GSPD-05, Bidder must submit Disabled Veteran Business Enterprise Declarations, Std. 843 (attachment 4) found at

- 4. <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf#search=std%20843&view=FitH&pagemode=none>

H. SMALL BUSINESS PREFERENCE

Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to Bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, and Section 1896, et seq. A copy of the regulations is available upon request.

To claim the small business preference, which may not exceed \$50,000.00 for any proposal, Bidder’s company must have its principal place of business located in California and have a complete application (including proof of annual receipts) on file with the State Office of Small Business & Disabled Veteran Business Enterprise (OSDS). Questions regarding the preference approval process should be directed to the OSDS, 707 Third Street, 1st Floor, West Sacramento, CA 95605, (916) 375-4940.

If Bidder is claiming the five percent (5%) small business preference, a copy of the OSDS Small Business Certification must be submitted with the proposal (see Part VII – Mandatory Format and Content Requirements, Paragraph B).

Non-small business Bidders may be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation when a responsible non-small business Bidder includes notification that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more small businesses. Bidder must submit a list of the small businesses it commits to subcontract with for a commercially useful function in the performance of the contract. The list of subcontractors shall include the subcontractor’s name, address, phone number, description of work to be performed, dollar amount and percentage for each subcontractor.

Small business preference qualification information must be included in all bid documents. This must include procedures for claiming small business preference, micro-business preference and non-small business contractor/small business subcontractor preference processes. *Note: A non-small business, which qualifies for this preference, may not take an award away from a certified small business.*

I. INSURANCE

The Bidder awarded the contract shall provide a signed, original Certificate of Insurance in the minimum amounts of commercial general liability coverage and automobile liability insurance per occurrence for bodily injury and property damage liability combined, as outlined in Part VIII – Forms, Exhibit E – Insurance Requirements. The Certificate of Insurance shall be furnished to the District fifteen (15) days prior to contract start date. The certificate must include the following, unless the Bidder is on the Division's or CFSA's Master Insurance Certificate List:

- Evidence of authorized insurance for the term of the contract, which includes setup and teardown;
- A 30-day cancellation notice;
- The District's name and address shown as the certificate holder; and
- The additional insured paragraph exactly as stated below:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sub lessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants and employees are made additional insured, but only insofar as the operations under this contract are concerned."

Also, proof of Workers' Compensation Insurance is required by the Bidder awarded the contract.

J. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Bidder in: 1) Preparing the proposal in response to this request; 2) Submission of said proposal to the District; 3) Negotiating any matter related to this proposal; 4) Any travel expenses in conjunction with this proposal, and 5) Any other expenses incurred by Bidder prior to contract commencement date.

The District shall not, in any event, be liable for any pre-contractual expenses incurred by the Bidder. Bidder shall not include any such expenses as part of the price as proposed in response to this IFB.

K. SIGNATURE

The Proposal Forms and all Documents must be signed with the firm's name as indicated. A proposal by a corporation must be signed by a duly authorized officer, employee or agent.

L. PRE-AWARD AUDIT

Prior to contract award, the selected Bidder may be required to undergo an audit of their proposed costs and prices. The District will conduct the audit for the purpose of determining whether the Bidder's prices are fair and reasonable.

M. SINGLE PROPOSAL RESPONSE

If only one responsive proposal is received in response to this IFB and it is found by the District to be acceptable, additional detailed costs or financial data may be requested of the single Bidder. A cost or financial analysis, possibly including an audit, may be performed by or for the District in order to determine if the proposal is fair and reasonable. The Bidder has agreed to such analysis by submitting a proposal in response to this IFB.

A cost analysis is a more detailed evaluation of the cost elements in the Bidder's Financial Proposal Bid Form. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Bidder's performance should cost. A cost analysis is generally conducted to determine whether the Bidder is applying sound management in proposing the application of resources to the operation effort, and whether costs are allowable, allocable and reasonable.

Any such analyses and the result there from shall not obligate the District to accept such a single proposal and the District may reject such proposal at its sole and exclusive discretion.

N. NON-ASSIGNMENT

Any attempt by Contractor to assign, subcontract or transfer all or part of this agreement shall be void and unenforceable without the District's prior written consent; which consent shall not be unreasonably withheld. Any such consent shall not relieve Contractor from full and direct responsibility for all services performed prior to the date of assigning, subcontracting or transferring this agreement.

O. LOSS LEADER

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

P. UNANTICIPATED TASKS, TIME OR DELIVERABLES

In the event unanticipated deliverables, additional time or additional work must be performed that is not identified in this IFB, but in the District's opinion is necessary to successfully accomplish the statement of work or technical specifications, the District may initiate a contract amendment to add time, deliverables or tasks. Unless otherwise indicated, all stipulated terms and conditions appearing in the resulting contract including fixed costs, unit pricing, expenses or rate will apply to any additional work.

Q. POST AWARD DISPUTES

- A. If a post award dispute between the Department and a Contractor arises, the Department shall deal in good faith and attempt to resolve potential disputes informally.
- B. Contractor should state the dispute in writing, including all facts of the dispute, and submit it to the Department Supervisor or designee.
- C. The Department Supervisor or designee shall review the matter and render a final decision in a timely manner.
- D. If the Contractor is not satisfied with the final decision, the matter may be referred to the DGS/PD's Protest and Dispute Resolution unit for final resolution.

R. EXPATRIATE CORPORATION:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

S. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- A. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- B. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- C. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**PART III
RULES GOVERNING COMPETITION & TECHNICAL EVALUATION**

A. IFB REQUIREMENTS AND CONDITIONS

1. Resulting Contract

The resulting contract between the District and the successful Bidder(s) shall incorporate the following documents and the execution of this Agreement will be required after an award is made (see Part VIII – Forms):

- a. General Provisions including Contract Terms and Conditions; Payee Data Record; Contractor Certification Clauses; General Contract Terms and Conditions, and Insurance Requirements. (CCC, GTC) <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>
- b. The Statement of Work to be performed and/or work requirements set forth in this IFB.
- c. Addenda subsequent to the initial release of the IFB.
- d. The District's response to written questions and clarification to the IFB.
- e. Megan's Law Screening and Certification (If applicable).

2. Errors and Requests for Additional Information

In the opinion of the District, this IFB is complete and without need of explanation:

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, he/she shall immediately notify the District of such error in writing addressed to the contact person listed on the cover page and request modification or clarification of this document.

Bidders that may have questions, or need any clarifying information or additional information, should submit in writing via email to the contact person listed on the cover sheet of this IFB. Bidders must submit questions by the date and time specified in the Tentative Schedule (see Part II – General Information). Modifications will be made in writing by way of an addendum issued pursuant to paragraph 3 below.

3. Addenda (Changes to the IFB)

Prior to award of a contract, the General Provisions, Statement of Work to be Performed, Addenda and all forms and documents of this IFB constitute the potential contract. Any requests to change these must be submitted according to the instructions "Errors and Requests for Additional Information" above. All changes to this IFB will be made by written addendum. Clarifications will be provided by written notice to all parties to whom the District had sent notice of the IFB and to persons or entities who have requested to be provided notice of any modifications or notices. There will be no oral changes. Oral communications are not binding.

The effect of all addenda to the contract documents shall be considered in Bidder's proposal and said addenda shall be made a part of the contract documents. It is the Bidder's responsibility to review their final submittal and ensure it has addressed all components in the original IFB and any addenda.

4. Definitions

The use of "shall," "must" or "will" indicates a mandatory requirement or condition in this IFB. Failure to include such mandatory requirements or conditions will result in the disqualification of a proposal.

The words "should" or "may," indicate a desirable attribute or condition, but are permissive in nature and may affect the score the proposal receives.

5. Grounds for Rejection of the Proposal

A proposal shall be rejected if:

- It is received at any time after the exact time and date set for receipt of proposals as stated in Part II – General Information, Paragraphs C and E.

- It is not prepared in accordance with the required format or information is not submitted in the format required by this IFB as listed in Part VII – Mandatory Format and Content Requirements.
- The firm has submitted multiple bids in response to this IFB without formally withdrawing other bids.
- Not using provided required forms and attachments.
- The bidder is not eligible to do business in California.
- It is incomplete and/or unsigned.

A proposal may be rejected if:

- It contains false or misleading statements or references, which do not support attributes or conditions, contended by the bidder. (The proposal shall be rejected if, in the opinion of the District, such information was intended to mislead the District in its evaluation of the proposal and the attribute, condition or capability of this IFB.)

6. Right to Reject Any or All Proposals

It is the policy of the District not to solicit proposals unless there is a bona fide intention to award a contract. However, the District may, at its sole and absolute discretion, reject any or all proposals; re-advertise this IFB; postpone or cancel, at any time, this IFB process, or waive any irregularities in this IFB. The decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this IFB, shall be at the sole and absolute discretion of the District.

7. Protests

A Bidder may file a protest against the awarding of the contract. The protest must be filed with both the District and the Department of General Services (DGS) at:

- Department of General Services
Office of Legal Services
Attention: Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, California 95605
FAX: (916) 376-5088
- 32nd District Agricultural Association dba OC Fair & Event Center
Business Services Department
Attention: Kelly Vu
88 Fair Drive
Costa Mesa, CA 92626
FAX: (714) 708-1876

Protests may be sent by regular mail, facsimile, courier or personal delivery. Protestants should include their fax numbers when possible.

The protest must be received prior to the expiration of five (5) working days from notice of the proposed award being posted and, in no event, later than 5:00 p.m. on the fifth (5th) working day after notice of proposed award was posted in a public place on the District's website.

IN ADDITION, within five (5) days after filing the protest, the protesting Bidder shall file with the District and the Department of General Services, Legal Office, a fully detailed and complete written statement specifying the grounds for the protest.

PLEASE NOTE, failure to file notice of protest by the conclusion of the fifth (5th) working day after notice of intention to award a contract has been posted and a complete detailed written statement within five (5) calendar days of filing the protest stating grounds for protest will result in the protest being deemed untimely and grounds for protest waived. Protests shall be limited to the grounds contained in Public Contract Code, Section 10345.

B. OTHER INFORMATION

1. Dispositions of Proposals

All materials submitted in response to this IFB will become the property of the District. All proposals, evaluation shall be available for public inspection at the conclusion of the process and announcement of

intent to award. If an individual requests copies of these documents, the District will assess a fee to cover duplicating costs. Documents may be returned only at the District's option and at the bidder's expense.

2. Confidentiality of Proposals

The District will hold the contents of all proposals in confidence until issuance of the Notice of the Proposed Award; once issued and posted, no proposal will be treated as confidential. However, if a bidder maintains that certain information is proprietary, all proprietary or other legally protected materials must be identified at the time of submitting the proposal to retain the claim of confidentiality. Bidder acknowledges that all materials submitted in response to the IFB, including proprietary materials, are subject to the California Public Records Act.

The materials may be used by the District to justify the awarding or not awarding of a contract if a protest is filed. The District will not be liable for inadvertently releasing confidential materials although the District will use the best efforts to prevent the release of said materials.

3. Modifications or Withdrawal of Proposals

Any proposal, which is received by the District before the time and date set for receipt of proposals, may be withdrawn or modified by written request of the bidder. However, in order to be considered, the modified proposals must be received by the time and date set for receipt of proposals in Part II.

A bidder cannot withdraw or modify a proposal after the due date and time for receipt of proposals and, further, a bid cannot be "timed" to expire on a specific date. For example, a statement similar to "This proposal and the cost estimate are valid for 60 days" is non-responsive to the IFB.

**PART IV
STATEMENT OF WORK TO BE PERFORMED**

The District is soliciting Bids for July 4 and Annual Fair Security Services. The Agreement term for these Services shall be for July 1, 2019 through June 30, 2020 with four (4) one (1) year option.

**Celebration of Orange County’s Communities, Interests, Agriculture and Heritage
(With results justifying resources expended)**

A. Purpose and Background

The OC Fair & Event Center is a 150-acre event venue located in Costa Mesa, California. The site hosts over 150 events each year, which attracts over 4.3 million visitors annually, and is home to the OC Fair, Centennial Farm, Pacific Amphitheatre, Imaginology, and Heroes Hall.

The OC Fair is the largest fair in the State of California and the eighth largest fair in the United States. The OC Fair currently operates for twenty-three (23) days in July and August, Wednesday through Sunday and is closed to the public on Monday and Tuesday. The current operating hours for the OC Fair are weekdays from 12:00 p.m. – 12:00 a.m. and weekends from 11:00 a.m. – 12:00 a.m. The annual OC Fair attendance exceeds 1.4 million visitors and the footprint utilizes the entire property in addition to nearby offsite locations for parking.

1. Minimum Qualification Requirements:

- a. Bidder must be an established company with five (5) years of experience in providing venue or event security services and all of bidder’s personnel assigned to the District shall possess a minimum of five (5) years of experience in security or law enforcement, or five (5) years of military service.
- b. Bidder must be in compliance with all applicable laws, rules and regulations of the State of California.
- c. Bidder must possess a valid PPO (Private Patrol Operator) License.
- d. Bidder must provide easily identifiable like uniformed personnel and shall maintain a professional appearance and demeanor at all times.
- e. Bidder must be able to meet all Workers’ Compensation, Commercial General Liability, and Motor Vehicle insurance requirements as outlined in the attached *Exhibit A - Insurance Requirements*. Proof of insurance, meeting these requirements must be provided to the District within five (5) days of contract award. Failure to do so could result in termination of said contract.

2. Scope of Work:

- a. Contractor shall provide full coverage for assigned secure, controlled access areas with the number of guards for the hours detailed as follows:

Annual Fair Weekdays			
TOTAL: 13 Days (July 12, 17, 18, 19, 24, 25, 26, 31 August 1, 2, 7, 8, 9)			
Number of Guards Required/Post	Coverage Period Start Time	Coverage Period End Time	Approximate Total Hours/Day (# of Guards x Hours)
21 Unarmed Personnel BLUE GATE	11:00 AM	11:00 PM	252 Hours
15 Unarmed Personnel GREEN GATE	11:00 AM	11:00 PM	180 Hours
13 Unarmed Personnel YELLOW GATE	11:00 AM	11:00 PM	156 Hours
4 Unarmed Personnel GATE 5	7:00 AM	11:00 PM	64 Hours
3 Unarmed Supervisory Personnel	11:00 AM	11:00 PM	36 Hours

Annual Fair Weekend Days TOTAL: 10 Days (July 13, 14, 20, 21, 27,28 August 3, 4, 10, 11)			
<i>Number of Guards Required/Post</i>	<i>Coverage Period Start Time</i>	<i>Coverage Period End Time</i>	<i>Approximate Total Hours/Day (# of Guards x Hours)</i>
21 Unarmed Personnel BLUE GATE	10:00 AM	11:00 PM	273 Hours
15 Unarmed Personnel GREEN GATE	10:00 AM	11:00 PM	195 Hours
13 Unarmed Personnel YELLOW GATE	10:00 AM	11:00 PM	169 Hours
4 Unarmed Personnel GATE 5	7:00 AM	11:00 PM	64 Hours
3 Unarmed Supervisory Personnel	10:00 AM	11:00 PM	39 Hours
Estimated Total Hour Requirement (ALL DATES):	16,344 Hours		

*Dates for option years will provided by the District no later than 30 days before service is needed.

**Contractor's staff may be needed to switch between locations at the discretion of the District.

***Guards provided for this location shall be unarmed guards.

- b. Contractor shall schedule shifts and breaks such that no lapse in services takes place. The District–specified minimum number of required guards must be on duty at all times until released by the District, which may occur earlier or later than the times listed in Section A.3. above. Multiple guards may be utilized to fulfill this requirement.
- c. The District desires a dedicated workforce for the duration of the Fair to ensure consistency in protocol throughout the event.
- d. The District shall approve Contractor's schedule plan for meeting the coverage requirements and reserves the right to add, cancel or adjust staffing levels and start/end times as needed. All start and end times and staff placement shall be determined by the District. The District shall only be charged for dates and hours Contractor's services are rendered.
- e. Contractor must assign a specific point person available to the District. Contractor shall provide the District with the phone number for this authorized representative along with a 24-hour "On Call" phone number for emergencies.
- f. Upon Contract award, Contractor shall provide a list of personnel authorized to perform services for the District.
- g. Upon contract award, Contractor shall provide photos of staff uniforms.
- h. Contractor's personnel providing security services must arrive in uniform and carry proper credentials and required licenses. Any employee who arrives without the proper credentials, appropriate uniform or required licenses will not be permitted to work on District property.
- i. Contractor shall provide a highly visible security presence at all times to deter crime and regulate access to sensitive areas.

- j. Contractor shall assign staff to verify various forms of credentials in an effort to control and limit access to sensitive areas.
 - i. Contractor shall adapt emergency protocols per the direction of District Security Director.
- k. Contract personnel shall perform cursory bag and item inspection and shall utilize magnetic security screening devices to prevent prohibited, hazardous or illegal items from entering the event footprint.
- l. Contract personnel shall provide customer service at all times and present a positive and friendly demeanor.

CONTRACT TERMS AND CONDITIONS

These terms and conditions are in addition to those contained in the CCC-4/2017 Certification, GTC 4/2017 General Terms and Conditions, and Insurance Requirements, which will be made a part of the contract (Part VIII - Forms).

1. **Authorized Representative**

Contractor must maintain one (1) or more representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. **Licenses, Permits and Certifications**

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date.

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. **Site Access**

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. **Insurance**

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. **Work Permit Law**

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. **Personnel**

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. **Potential Subcontractors/Independent Contractors**

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

8. Suppliers

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. Travel, Transportation and Accommodations

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. Invoices

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. Payment

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. Pricing/Financial Proposal Bid Form

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. Megan's Law Screening

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached (see Part VIII – Forms).

14. Right to Replace/Dismiss

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance to the requirements set forth in this IFB.

15. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. Evaluation of Contractor Performance

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. Non-Exclusive Agreement

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

18. Termination

The District reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

*** Note – OCFEC WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE, EXPENSES OR CHARGES INCURRED BY A BIDDER IN PREPARING OR SUBMITTING A PROPOSAL, NOR IN PROVIDING ANY ADDITIONAL INFORMATION CONSIDERED NECESSARY BY OCFEC FOR THE EVALUATIONS OF PROPOSALS.**

**PART VI
EVALUATION & SUBMISSION**

A. Evaluation

Each proposal shall be evaluated for responsiveness to the District's needs as described in this IFB and only content submitted in Bidder's proposal shall be considered during this process. Bidder must provide thorough and complete responses based upon the criteria contained in this IFB. Prior experience with and/or services provided to the District will not be considered unless detailed in Bidder's IFB response.

This part describes the process the District will follow when evaluating proposals and awarding contract during the evaluation and selection process, the District's Representative(s) may wish to contact a Bidder for clarification purposes only. Bidder may only respond to questions for clarification from the District's Representative(s) and will not be allowed to ask questions concerning other Bidders. Proposals cannot be changed by the Bidder after the time and date designated for receipt.

B. Breaking Ties

In the event that there is a tie, the tie will be broken by the toss of a coin by the District's Contracts Manager or designee in the presence of any authorized representatives of the proposed Bidders at the bid opening.

C. Submission requirements

In addition to other information and forms as set out in this IFB, Bidder agreed to the following:

That the Bidder does not and will not have any conflict of interest (actual or potential) in submitting its Proposal or, if selected, with the contractual obligations of the Bidder as the contracting party under the contract. Where applicable, a Bidder must declare in its Proposal any situation that may be a conflict of interest in submitting its Proposal or, if selected, with the contractual obligations of the Bidder as contracting party under this contract.

The Proposal of any Bidder may be disqualified where the Bidder fails to provide confirmation of the foregoing or makes misrepresentations regarding any of the above facts. Further, OCFEC shall have the right to terminate any contract with the Successful Bidder in the event that OCFEC , at its sole discretion, determines that the Successful Bidder has made a misrepresentation regarding any of the above facts, in addition to or in lieu of any other remedies that OCFEC has in law or in equity.

D. Modification of Bid Documents

Modification of any bid documents including Financial Proposal Bid form is prohibited.

E. Contractor's Terms and Conditions

The District will not accept any terms and conditions set by the bidder.

F. Board Approval

All contracts are subjected to Board of Director approval. In any circumstances the Board of Directors objects the award when the award has been made the District may cancel the contract immediately and shall not be held liable for any services have not been rendered by the Contractor.

**PART VII
MANDATORY FORMAT AND CONTENT REQUIREMENTS**

A. INTRODUCTION

This part provides instructions to the Bidder regarding the mandatory proposal format and content requirements. The Bidder must remember that:

- All bids submitted must follow the proposal format instructions;
- All information must be presented in the order and the manner requested;
- All questions must be answered; and
- All requested data must be supplied.

Proposals not following the required format will be deemed non-responsive and will be rejected.

B. PROPOSAL FORMAT AND CONTENT

All packages need to be clearly labeled and sealed in the manner described in Part II – General Information, Paragraph C. Each copy of the proposal must be prepared as one (1) document.

Bidders have been provided with a checklist to assist in proposal preparation (refer to Part VIII – Forms); however, Bidders are ultimately responsible for fulfilling the submittal requirements as outlined in this IFB. Each page is to be numbered at the bottom, starting with the number 1; all pages should be 8½ x 11 inch paper (except for blue print); and all narrative portions of the proposal should be typed.

C. TECHNICAL PROPOSAL

Each Bidder shall submit, for the purposes of proposal evaluation, a minimum of three references of similar services provided.

D. FINANCIAL PROPOSAL BID FORM

Financial Proposal Bid Form is attachment 2 in this IFB and will be used to determine the “not to exceed” amount of the contract. Each Bidder shall submit a completed and signed form and include it as specified in Part VII – Mandatory Format and Content Requirements, Paragraph B.

PART VIII FORMS

A. FORMS TO BE COMPLETED AND SUBMITTED BY BIDDER (MANDATORY)

In conjunction with the information requested in Part VII – Mandatory Format and Content Requirements, a comprehensive proposal or proposal package will consist of the items identified below.

Complete this checklist to confirm the items in your proposal. Place a check mark or “X” next to each item that you are submitting to the District. For your proposal to be responsive, all required attachments must be returned. This checklist is intended to be used as a guideline and should not be used to validate all of the IFB content requirements.

<u>Document</u>	<u>Document Name/Description</u>
_____ Technical Proposal	See page 20, section C – Technical Proposal - <u>All must be submitted (3 References)</u>
_____ Attachment 1	Bidder/Contractor Status Form (2 Pages) (with applicable Corporate Resolution) – <u>Must be submitted</u>
_____ Attachment 2	Financial Proposal Bid Form (3 Pages) – <u>Must be submitted</u>
_____ Attachment 3	One (1) Bidder and Subcontractor Performance Declaration, GSPD- 05-105 - <u>Must be submitted</u>
_____ Attachment 4	STD 843 DVBE Declaration <u>(if applicable)</u>
_____ Attachment 5	OSDS Small Business Certification <u>(if applicable)</u>

B. DOCUMENTS TO BE COMPLETED BY DISTRICT

- Notice of Proposed Award, after proposed awardee is determined

C. DOCUMENTS THAT ARE PART OF THE CONTRACT TO BE AWARDED

- STD. 213, Standard Agreement
- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C - GTC 4/17 – General Terms & Conditions
- Exhibit D - CCC 4/17 – Certification
- Exhibit E - Insurance Requirements
- Megan’s Law Screening & Certification

ATTACHMENT 1

BIDDER/CONTRACTOR STATUS FORM

IFB # GSS-01-19FT

Page 1 of 2

Contractor's Name _____ Federal Employer ID # _____
(full business name)
Address _____ County _____
City _____ Zip Code _____
(principal place of business)

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS (PLEASE CHECK ONE)

____ Individual ____ Limited Partnership ____ General Partnership ____ Corporation

Individual (Please check one) ____ Resident ____ Non-Resident

If a sole proprietorship, state the true full name of sole proprietor: (i.e., John Roe Smith, not J. Roe Smith or not John R. Smith)

Partnership (Please check one) ____ General Partnership ____ Limited Partnership

If a partnership, list each partner, identifying whether limited partner(s), stating their true full name and their interest in the partnership:

Corporation

A copy of the corporate resolution authorizing the signing of this form should be attached.

Place and date of incorporation _____

If not a California corporation in good standing, please state the date the corporation was authorized to do business in California: _____

CURRENT OFFICERS: President: _____ **Vice President:** _____

Secretary: _____ **Treasurer:** _____

Other Officers: _____

All must answer: Are you subject to Federal Backup Withholding? ____ Yes ____ No

ATTACHMENT 1

BIDDER/CONTRACTOR STATUS FORM

IFB # GSS-01-19FT

Page 2 of 2

Fictitious Name

If contractor is doing business under a fictitious business name and will be performing under the fictitious name, please attach a clearly legible copy of the current fictitious filing.

Small Business Preference

Are you claiming preference as a small business in reference to this RFP? Yes No

If yes, the bidder is required to submit a copy of the OSDS's Small Business Certification Approval Letter with the technical proposal package.

Your small business ID number: _____

Pending Litigation or Hearings

Are any civil or criminal litigation or administrative hearings currently pending against the bidder's organization, owners, officers or employees? Yes No

If yes, please state the case number and agency or court where pending and status of litigation or hearing:

The District reserves the right to verify the information provided on this form by the bidder under RFP process.

I declare under penalty of perjury that the above information is true and correct and that I am authorized to sign this status form on behalf of the bidder/contractor.

Print Name & Title

(Signature)

(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the RFP, the bid will be rejected as non-responsive.

**ATTACHMENT 2
FINANCIAL PROPOSAL BID FORM
IFB # GSS-01-19FT
Page 1 of 2**

The “Financial Proposal Bid Form” will be used to determine the “not to exceed” amount of the contract. The District only to be billed for actual services provided.

OC Fair and Event Center annual fair is take place from mid-July through mid-August every year. The District’s Contract Manager will release firm schedule to the Contractor at least 30 days priors to service is being provided.

The price quote above shall be inclusive of all wages, allowances, supervision, insurance(s), material, labor, taxes, emission, certificate, license, travel, meal reimbursements, hotel accommodation, equipment, delivery, pick up, set up, installation, tear down, clean up, daily services, transportation, fuel, emission, or any other related services required. The District shall not be billed for any costs that were not specifically included in the contract.

Any modification at the site that resulted in price change shall be pre-approved by the District Contract Representative.

The “Financial Proposal Bid Form” will be used to determine the “not to exceed” amount of the contract. District only to be billed for actual services provided.

OC Fair and Event Center annual fair is take place from mid-July through mid-August every year. The District Contract Manager will release firm pre-fair concert dates and fair dates to the Contractor at least 30 priors to service is being provided.

FAIR TIME – WEEKDAY - 13 DAYS (WEDNESDAY THROUGH FRIDAY)

STAFF CLASSIFICATION	NUMBER OF LOCATIONS (GATES)	MINIMUM NUMBER OF STAFF	COST PER HOUR 2019	COST PER HOUR 2020	COST PER HOUR 2021	COST PER HOUR 2022	COST PER HOUR 2023	ESTIMATED TOTAL HOURS
UN-ARMED SECURITY	5	87	\$_____/HR	\$_____/HR	\$_____/HR	\$_____/HR	\$_____/HR	11,700
UN-ARMED SECURITY SUPERVISOR/LEAD	4	4	\$_____/HR	\$_____/HR	\$_____/HR	\$_____/HR	\$_____/HR	546
Cost & Quantity of Any Contractor Provided Equipment including radios	All	As Required	\$_____ For 2019	\$_____ For 2020	\$_____ For 2021	\$_____ For 2022	\$_____ For 2023	

**ATTACHMENT 2
FINANCIAL PROPOSAL BID FORM
IFB # GSS-01-19FT**

Page 2 of 2

FAIR TIME – WEEKEND - 10 DAYS (SATURDAY AND SUNDAY)

STAFF CLASSIFICATION	NUMBER OF LOCATIONS (GATES)	MINIMUM NUMBER OF STAFF	COST PER HOUR 2019	COST PER HOUR 2020	COST PER HOUR 2021	COST PER HOUR 2022	COST PER HOUR 2023	ESTIMATED TOTAL HOURS
UN-ARMED SECURITY	5	87	\$_____/HR	\$_____/HR	\$_____/HR	\$_____/HR	\$_____/HR	9,630
UN-ARMED SECURITY SUPERVISOR/LEAD	4	4	\$_____/HR	\$_____/HR	\$_____/HR	\$_____/HR	\$_____/HR	450
Cost & Quantity of Any Contractor Provided Equipment including radios	All	As Required	\$_____ For 2019	\$_____ For 2020	\$_____ For 2021	\$_____ For 2022	\$_____ For 2023	

The price quote shall be inclusive of all wages, allowances, supervision, insurance(s), material, labor, taxes, emission, certificate, license, travel, meal reimbursements, hotel accommodation, equipment, transportation, fuel, uniforms, or any other related services required. The District shall not be billed for any costs that were not included in the contract.

“By submitting a Bid for Security Services, I understand and agree to the terms, conditions and scope of work as set forth in this Bid Request. Furthermore, I certify I am legally authorized to bind the organization to the terms outlined herein.”

Contractor’s Name: _____

Contractor’s Address: _____

Contractor’s Signature: _____ Date: _____

ARE YOU CLAIMING SMALL BUSINESS PREFERENCE?

As a California Certified Small Business? YES _____ NO _____

If Yes, Certification # _____

Are you a non-small business claiming at least 25% small business subcontractor reference?

YES _____ NO _____

If yes, Certification # _____

ARE YOU CLAIMING DVBE INCENTIVE?

Are you a primary California Certified DVBE? YES _____ NO _____

If yes, refer to Attachments 3, 4 for documents to be submitted

Are you sub a minimum of 1% up to 5% to a California certified DVBE? YES _____ NO _____

STANDARD AGREEMENT

STD 213 (Rev 06/03)

R A F

AGREEMENT NUMBER SA-##
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

2 The term of this Agreement is: _____ through _____ **FED ID:** _____

3. The maximum amount of this Agreement is: \$ _____

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work _____ page(s)

Exhibit B – Budget Detail and Payment Provisions _____ page(s)

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) _____ page(s)

Exhibit - D* Special Terms and Conditions _____

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) _____ page(s)

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
CEO OR VP		
Address		
88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 4/2017

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and

veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or

services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor;

(4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority
5/2018

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. **List as the Additional Insured:** "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. **Dates:**

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. **Coverages:**

a. **General Liability:**

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; \$2,000,000 per occurrence for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. **Automobile Liability:**

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined

single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation:

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice:

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability:

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires

or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

**OC Fair & Event Center
Megan's Law Screening Certification and Listing**

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :** _____

Type of Company/Organization **Contractor** **Consultant** **Concessionaire**
(Circle one): **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Youth Expo. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

Company/Organization Representative's Signature

Title of Representative

Printed Name

Date



Board of Directors Agenda Report

MEETING DATE: APRIL 25, 2019 ITEM NUMBER: 9D

SUBJECT: Review and Approve the Memorandum of Understanding (MOU) Between OC FEC and the County of Orange for the Relocation of the A4 Skyhawk Aircraft from the County Facility in Santa Ana to the OC Fair & Event Center

DATE: April 19, 2019

FROM: Kathy Kramer, CEO

PRESENTATION BY: Ken Karns, Vice President - Operations

ACTION ITEM

At the discretion of the Board of Directors, approve the Memorandum of Understanding (MOU) between the 32nd District Agricultural Association and the County of Orange for the A4 Skyhawk relocation.

BACKGROUND

The Heroes Hall Veterans Foundation Board committee (Vice Chair Cervantes and Director LaBelle) along with Josh Caplan, Deputy Attorney General, and staff have worked with representatives from the County of Orange on an MOU for the A4 Skyhawk relocation from County facilities in Santa Ana to OC FEC.

The MOU will be presented as an agenda item at the April 23, 2019 County Board of Supervisors meeting for approval.

(MOU attached)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE 32nd DISTRICT AGRICULTURAL ASSOCIATION AND COUNTY
OF ORANGE**

This Memorandum of Understanding ("MOU") is made and entered into on May 1, 2019, by and between the 32nd District Agricultural Association, a state institution, *aka* OC Fair & Event Center ("District") and the County of Orange ("County"). District and County are sometimes referred to collectively in this MOU as the "Parties".

Recitals

1. District is a district agricultural association formed under the California Food and Agricultural Code as a state institution for the purposes of holding fairs, exhibitions, community-based programs and services, and constructing, maintaining, and operating recreational and cultural facilities of general public interest.
2. County is a political subdivision of the State of California and a local government entity whose mission is to make Orange County "a safe, healthy, and fulfilling place to live, work, and play, today and for generations to come, by providing outstanding, cost-effective regional public services."
3. On September 27, 2018, the United States of America (the "US Government") and the County entered into a Standard Renewal Loan Agreement (the "Loan Agreement") whereby the US Government loaned to the County an A-4M Skyhawk, Serial No. 160031, National Naval Aviation Museum Accession No. 2001.073.001 (the "Skyhawk"). A true and correct copy of the Loan Agreement is attached to this MOU as Attachment "B" and incorporated by this reference.
4. The County is bound by, and will continue until December 1, 2023, to be bound by, the terms of the Loan Agreement, including all amendments and exhibits to that Loan Agreement, and has obtained the written approval of the US Government to relocate the Skyhawk from the County's property to the District's property.
5. The County will advance the District an agreed upon not to exceed amount for costs associated with the relocation of the Skyhawk and the design and construction of a new Skyhawk Monument Memorial at the District (the "Monument").
6. The District provides important educational assets and is in the unique position to provide a location for the placement of the Skyhawk that will allow for the continued display of the Monument.
7. The District and the County agree that the Monument will be located at the District's Heroes Hall and the Monument will include a display of the Skyhawk along with memorial plaques to be approved by the District and County.
8. The Parties desire to enter into this MOU to define the relationship between the County and District and the duties and responsibilities as they relate to the relocation, maintenance, and protection of the Skyhawk.

Agreement

In consideration of the mutual promises set forth in this MOU, the Parties agree to the following:

1. Term: This term of this MOU shall commence on May 1, 2019 and will continue until the Parties mutually agree in writing to modify this MOU or until County or District terminates in accordance with the terms of this MOU.

2. Independent Legal Entities: Each Party acknowledges and agrees that the other Party is a separate and distinct legal entity and will act accordingly in its ongoing relationship and business dealings with the other Party.

3. Joint Obligations of the Parties: The Parties agree:

a. Not to sub-lease or display the Skyhawk at another location other than Heroes Hall without the County first receiving written permission from the US Government.

b. Not to use the Skyhawk as security for any loan.

c. Not to sell, lease, rent, lend, or exchange the Skyhawk.

d. That any product, equipment, or material resulting from efforts of the District or the County under this MOU, and related to the Skyhawk relocation and display, will become a permanent part of the Skyhawk and will be the property of the US Government unless specifically exempted by the US Government.

e. That any improvements, modifications or additions to the Skyhawk will be coordinated by County after County obtains written authorization from the US Government to make the requested improvements, modifications or additions.

f. That any improvements, modifications or additions to the Skyhawk, as authorized by the US Government, will be considered the property of the US Government unless specifically exempted by the US Government.

g. That any print or digital marketing by the District or County related to the Skyhawk must include the following notice: "THIS AIRCRAFT IS ON LOAN FROM THE NATIONAL NAVAL AVIATION MUSEUM AT PENSACOLA, FLORIDA."

h. That failure to observe any of the conditions set forth in this MOU or the Loan Agreement shall be sufficient cause for the US Government at its discretion to repossess the Skyhawk.

4. Individual Obligations of each Party: In furtherance of this MOU, the Parties agree as follows:

a. District's Obligations:

- i. Provide a location to display the Skyhawk and arrange for its removal from its present County location in the Santa Ana Civic Center prior to September 30, 2019.
- ii. Repair or replace, at the discretion of the County and/or US Government, any and all loss or damage to the Skyhawk that might occur while the Skyhawk is being relocated to and installed and maintained on District property.
- iii. Perform routine corrosion control and maintenance for the Skyhawk.
- iv. Prominently display a placard adjacent to the Skyhawk that reads: "THIS AIRCRAFT IS ON LOAN FROM THE NATIONAL NAVAL AVIATION MUSEUM AT PENSACOLA, FLORIDA."
- v. Coordinate with the County to allow a representative of the United States Department of Defense to access District records and facilities relevant to the Skyhawk to ensure County compliance with the Loan Agreement.
- vi. Display the placards/credits from the original Monument, or create new plaque(s) to honor the veterans and original funders as approved by the County. Attached to this MOU as Attachment "C" and incorporated by this reference is a list of itemized placards/credits from the original Monument.
- vii. Explore with County whether District and County should request that District be substituted for County on or before December 1, 2023, to be assigned County's responsibilities in any extension with the US Government to continue the loan of the Skyhawk for its public display.
- viii. Maintain insurance coverage as provided in this Section from the time District takes control of the Skyhawk to relocate it from County property and install it on District property until such time as it is no longer kept on District property.

Commercial General Liability Insurance

Prior to the provision of services under this MOU, the District agrees to purchase all required insurance or maintain a program of self-insurance at District's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this MOU have been complied with. District agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with the County during the entire term of this MOU. The Commercial General Liability policy must be issued by an insurer with a minimum rating of A- and VIII as determined by the most current edition of the AM Best Rating Guide.

The Commercial General Liability policy shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange and NNAM and their respective elected and appointed officials, officers, directors, agents and employees* as Additional Insureds, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT*.
2. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange and NNAM shall be excess and non-contributing.

The Certificate of Insurance and endorsements shall be forwarded to:

County of Orange
 c/o County Executive Office
 Attn: Special Projects Manager
 333 W. Santa Ana Boulevard
 Santa Ana, CA 92701

The procuring of such required policy or policies of insurance shall not be construed to limit District's liability hereunder nor to fulfill the indemnification provisions and requirements of this MOU, nor act in any way to reduce the policy coverage and limits available from the insurer.

b. County's Obligations:

- i. Comply with all terms and conditions of the Loan Agreement.
- ii. Comply with all reporting requirements related to Skyhawk, including without limitation the submission by County of biennial reports to the US Government related to the condition and location of the Skyhawk.
- iii. Coordinate authorized United States Department of Defense representative visits to access records and facilities related to the Skyhawk to assure accuracy of information provided by the County as required under the Loan Agreement.

iv. Make a payment to the District in the amount of \$206,000, for costs incurred as a result of the relocation of the Skyhawk and the design and construction of the new Monument, as listed in Attachment "D" to this MOU, Scope of Work, and Section 5 below.

v. At a cost to be covered by the County, return the Skyhawk to the US Government, or relocate the Skyhawk from the District's property to another location, if; (1) the County terminates the MOU in accordance with Section 1 above; (2) the US Government terminates the Loan Agreement; or (3) the District determines, in its sole discretion, that District property is no longer appropriate or required to accommodate the Skyhawk.

vi. Clean and make all preparations and improvements to the Skyhawk, as deemed necessary by the County, before County relocates the Skyhawk to the District's property.

5. Payment of Expenses Related to Skyhawk Relocation: The County shall make a payment to the District in the amount of \$206,000 for costs incurred as a result of the relocation of the Skyhawk and for the design and construction of the new Monument (the "Skyhawk Relocation Payment"). Based on the Scope of Work attached to this MOU as Attachment "D" (the "Scope of Work"), and incorporated as part of this MOU by this reference, District shall procure contractors to complete the itemized tasks for the relocation of the Skyhawk and for the design and construction of the new Monument. The District will bear any additional design/construction costs that are not identified on the Scope of Work. The County shall remit to the District the Skyhawk Relocation Payment immediately after the removal of the Skyhawk from the Orange County Civic Center.

6. Changes, Extra Work and Amendments: Neither party shall make changes to this MOU without the other Party's written consent. Such changes shall be incorporated into an amendment to be signed by both Parties before becoming effective. Any non-material amendment to this MOU may be approved by the County Executive Officer and the District's Chief Executive Officer without authorization by the County's Board of Supervisors or the District's Board of Directors. Any material change to this MOU is subject to approval by the County's Board of Supervisors and the District's Board of Directors.

7. Indemnification: To the fullest extent permitted by law, the District shall defend with counsel reasonably approved in writing by County's Board of Supervisors, indemnify, and hold harmless the County and its respective agents, elected and appointed officials, directors, and employees (collectively, the "County") and its property from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this MOU, including without limitation the relocation of the Skyhawk, the installation of the Skyhawk onto the Monument, or the maintenance of the Skyhawk, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused,

and even though claimed to be due to the negligence of the County. Provided, however, that in no event shall District be obligated to defend or indemnify the County with respect to the sole negligence or willful misconduct of the County's employees or agents (excluding District, or any of its employees or agents).

8. Termination: Either Party may terminate this MOU by providing the other Party with notice of at least 30 days before commencement of construction on the Monument. Notice of termination shall be in writing and shall state the cause for termination and the date upon which such termination is effective.

9. Counterparts: This MOU may be executed in any number of counterparts and delivered by facsimile or other means of electronic transmission, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same MOU.

10. Applicable Law: It is specifically stipulated that this MOU will be interpreted and construed according to the laws of the State of California. Venue for any dispute arising under this MOU shall be in the Superior Court of the State of California for the County of Orange.

11. Delegation: Neither Party may delegate its obligations under this MOU, either in whole or in part, without the prior written consent of the other Party; provided, however, obligations undertaken by the District pursuant to this MOU may be carried out by means of subcontracts, provided such subcontracts are approved in writing by the County, meet the requirements of this MOU as they relate to the service or activity under the subcontract, and include any provision that County may reasonably require. No subcontract shall terminate or alter the responsibilities of either Party under this MOU.

12. Successors and Assigns: This MOU shall inure to the benefit of and be binding upon the District and County and their respective legal representatives, successors and assigns. Notwithstanding the foregoing, this MOU may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed.

13. Severability: If any one or more of the provisions contained in this MOU are held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof.

14. Headings: All headings in this MOU are inserted only for convenience and ease of reference, and are not to be considered in the construction or interpretation of any provision of this MOU.

15. Notices: Any notice required or permitted to be given under this MOU shall be in writing and shall be deemed duly given (i) if delivered personally, when received; (ii) if transmitted by electronic means, upon electronic confirmation that the notice has been successfully transmitted; (iii) if sent by recognized courier service, on the business day following the date of deposit with such courier service, or (iv) if sent by registered mail, postage prepaid, return receipt requested, on the third business day following the date of deposit in the United States mail. All such notices shall be addressed to a party at its address as set forth below, or to such other address or facsimile number as a party shall notify the other of in accordance with this MOU.

District Address

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

County Address

County of Orange
County Executive Office
333 West Santa Ana Boulevard
Santa Ana, CA 92701

16. Representation by Legal Counsel: Each party acknowledges that it has been represented by legal counsel in connection with this MOU.

17. Interpretation: The Parties agree that this Agreement shall be interpreted in a manner which reflects that both parties participated equally in its drafting. Further, the provisions of this MOU shall be interpreted in a reasonable manner to effectuate the intent of the Parties.

18. Entire Agreement: This MOU constitutes the entire agreement between the Parties. No prior written or prior, contemporaneous, or subsequent oral promise or representation shall be binding.

19. Authority: Each individual executing this MOU on behalf of a party hereto, by his or her signature, represents that he or she maintains full authority on behalf of the applicable party to execute this MOU and thereby bind the applicable party to all covenants, duties, and obligations contained herein.

IN WITNESS WHEREOF, the Parties have executed this MOU on the date(s) shown below.

County of Orange

32nd District Agricultural Association

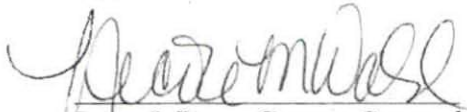
By: _____
Frank Kim, CEO

By: _____
Kathy Kramer, CEO


Date: _____

Date: _____

Approved as to form:


Leon J. Page, County Counsel
By Nicole M. Walsh, Senior
Assistant County Counsel

Approved as to form:


32nd DAA Counsel
Josh Caplan
Office of the Attorney General



DEPARTMENT OF THE NAVY
NATIONAL NAVAL AVIATION MUSEUM
1750 RADFORD BLVD
SUITE C
PENSACOLA FLORIDA 32508-5402

4002
Ser N43/ 2 41 - - -
SEP 27 2018

Mr. Saul Viramontes
Special Projects Manager
G&CR
County of Orange
333 W. Santa Ana Blvd.
Santa Ana, CA 92701

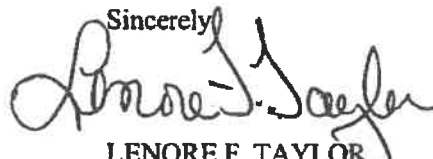
Dear Mr. Viramontes:

Enclosed you will find the Standard Renewal Loan Agreement for the A-4M SKYHAWK aircraft, Bureau Number 160031, which is on loan to the County of Orange, California. Please sign the document and return as soon as possible. To expedite the process, the signed agreement may be returned via email to Lenore.taylor@navy.mil.

Please note the changes to the body of the Standard Renewal Loan Agreement. Attachment 1, Paragraph 3 establishes that only historically based markings, including crewmember names, be used on aircraft and other navy owned equipment and precludes the use of markings on this equipment for commercial, fund raising, or sponsorship purposes. These changes will be in effect for the period of the renewal agreement and are retroactive with implementation within the first six (6) months of the loan period.

As a reminder to ALL borrowers, please ensure a prominently displayed placard is stationed with the loaned static display aircraft/artifact at all times and contains the following credit line: **"THIS AIRCRAFT/ARTIFACT IS ON LOAN FROM THE NATIONAL NAVAL AVIATION MUSEUM, PENSACOLA, FLORIDA."** Additionally, articles published or submitted for publication, or websites that refer to the loaned aircraft/artifact must credit the National Naval Aviation Museum as owner of the aircraft/artifact with, at a minimum, the words: **"THIS AIRCRAFT/ARTIFACT IS ON LOAN FROM THE NATIONAL NAVAL AVIATION MUSEUM, PENSACOLA, FLORIDA."**

Should any problems or questions arise pertaining to this agreement, please contact me at (850) 452-3604, extension 3133 or Lenore.taylor@navy.mil.

Sincerely

LENORE F. TAYLOR
By direction

Enclosure: 1. Standard Renewal Loan Agreement



**DEPARTMENT OF THE NAVY
NATIONAL NAVAL AVIATION MUSEUM
1750 RADFORD BLVD
SUITE C
PENSACOLA FLORIDA 32508-5402**

4002

Ser N43/ 2 41 -

STANDARD RENEWAL LOAN AGREEMENT

By this agreement, made as of 27 SEPTEMBER 2018 between the United States of America, hereinafter called "the Government," represented by the Director, National Naval Aviation Museum (NNAM), hereinafter called "the Lender," and the County of Orange, hereinafter called "the Borrower," incorporated and operating under the laws of the State of California and located at 333 W. Santa Ana Blvd. Santa Ana, CA 92701

Pursuant to (Public Law 80-421 (10 U.S.C. 2572)), the Lender hereby loans to the Borrower the following United States Government property which is permanently assigned to the Lender:

AIRCRAFT/ ARTIFACT	BUREAU/ SERIAL NUMBER	NNAM ACCESSION #	VALUE
A-4M SKYHAWK	160031	2001.073.001	\$100,000

The Lender agrees to renew the current loan for the above listed property on sub-custody to the Borrower for a period of five years commencing 1 DECEMBER 2018 and ending 1 DECEMBER 2023, with an option for renewal, subject to the stipulations as set forth below.

The Borrower agrees to not sub-lease or display the above Government property at another location without prior written permission from the Lender.

Any work product, equipment or material resulting from efforts or at the expense of the Borrower with regard to the aircraft will become a permanent part of the aircraft and will be considered the property of the Lender unless specifically exempted by the Lender.

The Borrower agrees to repair or replace, at the discretion of the Lender, the borrowed item for any and all loss or damages that may be inflicted on the item while the life of the loan is in effect and/or until the loaned material is returned to the physical custody of the Lender. The Borrower agrees to be responsible to maintain corrosion control and routine maintenance. If the material borrowed is irreplaceable the borrower may be required to make monetary restitution to the Lender up to and including the full amount of value of the item.

The Borrower shall obtain no interest in the loaned property by reason of this agreement and title shall remain in the Lender at all times. Any improvements, modifications or additions on or to the property is limited to that approved in writing by the Lender and becomes the property of the Lender.

The Borrower agrees to use the loaned property in a careful and prudent manner, not without prior written permission of the Lender to modify, restore, or mount on pylons or any structure above ground in any way, which would alter the original form, design, or the historical significance of said property, to perform routine maintenance so as not to reflect discredit on the Lender and to display and protect it in accordance with the instructions set forth in Attachment One, incorporated herewith and made part of this Loan Agreement. Additionally, refer to Attachment 1, Supplemental Requirements for Aircraft, Item 3, for more guidelines.

The Borrower agrees to report biennially to the Lender on the condition and location of the property. The Borrower agrees to display prominently a placard with the property at all times which contains the following credit line: "THIS AIRCRAFT IS ON LOAN FROM THE NATIONAL NAVAL AVIATION MUSEUM AT PENSACOLA, FLORIDA." Additionally, articles published or submitted for publication or websites that refer to the loaned aircraft must credit the National Naval Aviation Museum as owner of the aircraft with, at a minimum, the words: "THIS AIRCRAFT IS ON LOAN FROM THE NATIONAL NAVAL AVIATION MUSEUM, PENSACOLA, FLORIDA."

The Borrower agrees to provide the Lender with 4 x 6 color prints on the loaned property within 90 days of the arrival of the aircraft at the Borrower's location and upon submission of the biennial certification statement. The photographs shall depict one full length photograph and one individual photograph clearly identifying the Bureau Number/Serial Number, if applicable. Photographs shall include general views of the display/storage areas with enough detail to identify each aircraft and/or artifact.

The Borrower agrees not to use the loaned property as security for any loan, not to sell, lease, rent, lend, or exchange the property for monetary gain or otherwise under any circumstances. Sub-custody assignment or loaning the property to any other entity will be only with the prior written approval of the Lender.

The Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Loan Agreement.

The Borrower agrees to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgements, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the loaned property.

The Borrower agrees to return said property to the Lender on termination of this Loan Agreement, or earlier, if it is determined that the property is no longer required, at no expense to the Lender.

The failure of the Borrower to observe any of the conditions set forth in this Loan Agreement and the attachment(s) thereto shall be sufficient cause for the Lender to repossess the loaned property. Repossession of all or any part of the loaned property by the Lender shall be made at no cost or expense to the Government; the Borrower shall defray all maintenance, freight, storage, crating, handling, transportation, and other charges attributable to such repossession.

The Borrower has read, understands and acknowledges that concealing a material fact and/or making a fraudulent statement in dealings with the federal government may constitute a violation of 18 USC 1001 (Attachment Two).

Executed on behalf of the Lender this 27 day of September 2018, at Pensacola, Florida.

United States of America

By: *Lenore F. Taylor*

LENORE F. TAYLOR
By direction
National Naval Aviation Museum
1750 Radford Boulevard, Suite C
Pensacola, FL 32508-5402

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility for the loaned property subject to the terms and conditions contained in the Loan Agreement set forth above.

Executed on behalf of the Borrower this 20 day of November 2018, at Santa Ana, CA

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: *Jack W. Sells*
Deputy

Date: 10-23-2018

By: *Andrew Do*

Name: Andrew Do

Title: Chairman, Board of Supervisors

Address: 333 W. Santa Ana Blvd.

Santa Ana, CA 92701

Telephone: () _____

Fax: () _____

E-mail: _____

Page 4 of 4

FACSIMILE SIGNATURE AUTHORIZED
PER G.C. SEC. 25103, RESO 79-1535
SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF THE BOARD

ATTEST:

Robin Stielor
ROBIN STIELER
CLERK OF THE BOARD OF SUPERVISORS
ORANGE COUNTY, CALIFORNIA



ATTACHMENT ONE

SUPPLEMENTAL REQUIREMENTS FOR AIRCRAFT

1. The Borrower agrees to use the loaned aircraft for display or educational purposes only and to protect the aircraft from vandalism by displaying it behind fences, or by other suitable means to deter easy access. The Borrower agrees to return to the Lender the biennial Certification of Loaned Government Property, certifying that the aircraft is still in the possession of the Borrower and being displayed in the same manner and condition as indicated by the original photograph or provide an updated photograph and details regarding changes.

2. The Borrower agrees that the loaned aircraft shall not be restored to flying condition, nor shall the aircraft be flown under any circumstances.

3. The Borrower agrees to maintain the loaned aircraft in good material condition including corrosion control, painting, preservation, etc. and not to cannibalize, exchange, or remove parts of the aircraft or to modify the aircraft without written permission by the Lender. In addition, the Borrower shall seek written permission from the Lender PRIOR to painting any markings or insignia onto aircraft, especially with respect to names being applied to aircraft.

4. If, at any time, the loaned aircraft is no longer used for display or educational purposes, or if the Borrower no longer wishes to keep the loaned aircraft, written notice shall be given to the Lender and the Lender shall be entitled to immediate repossession of the aircraft. The Lender will exercise its option within 60 days after receipt of written notice from the Borrower and will:

a. Advise the Borrower that the Lender has another requirement for the loaned aircraft and will make appropriate arrangements for repositioning.

b. Advise the Borrower that the Lender desires to repossess the loaned aircraft and will arrange for appropriate disposition at the present location.

c. Advise that the Lender has no further requirement for the loaned aircraft and that the Borrower, at the Borrower's expense, is authorized, based on the Borrower's preference, to dispose of the loaned aircraft by one of the following methods:

(1) Demilitarize/destroy the property to the extent required by current Department of Defense policy as set forth by detailed guidance to be provided by the Lender. The Borrower will be required to certify in writing to the Lender that all requirements have been met and will provide the Lender with photographs depicting the specific demilitarization and/or destruction accomplished.

(2) Transport the loaned aircraft to the nearest military activity, providing the installation commander of that activity is agreeable to accepting the aircraft. The Borrower will be responsible for any disassembly necessary and all arrangements to accomplish the movement and will be required to obtain a receipt from the military installation to be provided to the Lender for record purposes.

ATTACHMENT TWO
TITLE 18 – CRIMES AND CRIMINAL PROCEDURE
PART I – CRIMES
CHAPTER 47 – FRAUD AND FALSE STATEMENTS

Sec. 1001 . Statements or entries generally

(a) Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully—

- (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;
- (2) makes any materially false, fictitious, or fraudulent statement or representation; or
- (3) makes or uses any false writing or document knowing the same to contain any materially false fictitious, or fraudulent statement or entry;

shall be fined under this title or imprisoned not more than 5 years, or both.

List of Skyhawk Plaques and Bricks

Plaque 01

TO THE HONOR, COURAGE AND COMMITMENT OF ALL MARINES, ESPECIALLY THOSE
WHO SERVED AT MARINE CORPS AIR STATIONS EL TORO AND TUSTIN

[USMC SEAL]

“SEMPER FIDELIS”

MCDONNELL DOUGLAS A-4 “SKYHAWK”

THE A-4 SKYHAWK FIRST FLEW IN 1954 AND ENTERED SERVICE WITH THE MARINE
CORPS AT MCAS EL TORO IN SEPTEMBER, 1956. A TOTAL OF 2,960 WERE BUILT EITHER AS
SINGLE SEAT ATTACK AIRCRAFT OR AS DUAL SEATED ADVANCED TRAINERS THAT
WERE ALSO USED IN FORWARD AIR CONTROL MISSIONS. THE A-4M MODEL ON DISPLAY
HERE FIRST FLEW IN APRIL, 1970. THE A-4 SKYHAWKS PLAYED A MAJOR ROLE DURING
THE COLD WAR AND THE VIETNAM WAR PROVIDING CLOSE AIR SUPPORT FOR MARINES
WHILE FLYING FROM EXPEDITIONARY AIRFIELDS AND FROM AIRCRAFT CARRIERS.

A-4M SPECIFICATIONS:

WING SPAN: 27'5"

LENGTH: 41'-4"

HEIGHT: 15'0"

MAX SPEED: 690 MPH

RANGE: 1,856 NAUTICAL MILES

Plaque 02

[Picture of Daniel]

Daniel G. McCoy

This monument symbolizes the fulfillment of the dream of Captain McCoy, beloved husband, father, U.S.
Marine and Santa Ana Police Captain who deeply believed in the virtues of the United States of America.

May this memory remain and continue to inspire the actions of all young Marines and police officers.

[USMC Seal] [SAPD Badge]

Plaque 03

VMA-311 (TOMCATS)

EL TORO - CHU LAI 1965-1966

LT. COL. BERNARD STENDER

MAJ. “SPEED” SHEA

CAPT. LEONARD PRESTON

CAPT. CARY WATKINS

CAPT. TONY CAPOZZA

1ST LT. DICK NORRIS

1ST LT. “MAC” GREELEY

1ST LT. ROY STOCKING

1ST LT. MONTY DOYEL

1ST LT. KIRBY SCHNELL

1ST LT. GENE SHEA

1ST LT. RICHARD JOHNSON

1ST LT. “GUS” XAVIER

1ST LT. J.T. “BIRDIE” BERTRAND

1ST LT. DON STONE

1ST LT. ROBERT NEWMAN

MAJ. JACK PARCHEN

MAJ. DONALD ROWE

CAPT. GEORGE PSAROS

CAPT. MILES MIXSON

1ST LT. ROD DALEY

1ST LT. GERRY MADISON

1ST LT. TOM GRIFFITH

1ST LT. BOB POLHAMUS

1ST LT. LYLE PROUSE

1ST LT. STEVE SEWELL

1ST LT. TOM ELRIDGE

1ST LT. BILL BURG

1ST LT. TOM HAMPTON

1ST LT. E.B. “DICK” JARRELL

1ST LT. ARAM NAJARIAN

C.W.O. WILLIAM WENGLARE

NAVY LT. LOWELL T. NIEBAUM- FLT. SURGEON

Plaque 04

LARRY DODGE, USMC
FIRST MARINE AIRCRAFT WING
1957-1961
"SEMPER FI"

Plaque 05

MAJOR GENERAL FRANK D. WEIR, USMC (RET)
BRIGADIER GENERAL KENNETH H. WEIR, USMC (RET)
MAJOR GENERAL KENNETH W. WEIR, USMCR (RET)

Plaque 06

BERTEA FAMILY FOUNDATION
JEANETTE BERTEA HENNINGS FOUNDATION
"SEMPER FIDELIS"

Plaque 07

UNITED STATES CONGRESSWOMAN
LORETTA SANCHEZ

Plaque 08

GEORGE AND JULIA ARGYROS

Plaque 09

THE VINCE
FERRAGAMO FAMILY
VINCE, JODI, VENESSA, CARA AND JENNA

Plaque 10

THE BOEING COMPANY SALUTES THE DEDICATED MEN AND WOMEN OF THE UNITED STATES MARINE CORPS WHO SERVED AT MARINE CORPS AIR STATION EL TORO, AND MARINE CORPS AIR STATION TUSTIN IN ORANGE COUNTY, CALIFORNIA. NOW PART OF THE BOEING HERITAGE, THE DOUGLAS A-4 SKYHAWK WAS DESIGNED BY THE LEGENDARY ENGINEER, ED HEINEMANN. THE SKYHAWK WAS FIRST FLOWN ON JUNE 22, 1954, AND DURING ITS SERVICE LIFE, 2,960 SKYHAWKS WERE BUILT IN EL SEGUNDO AND LONG BEACH, CALIFORNIA FOR THE U.S. NAVY, U.S. MARINES AND FOREIGN AIR FORCES.

Plaque 11

MICHAEL JOSEPH
MARINE CORPS AVIATION ASSOCIATION
McGUINNESS & ASSOCIATES
THE NESSER FAMILY
NOVEMBER 10TH ASSOCIATION
JOHN PIERCE
DAVID W. PRIZIO, INC.
SANTA ANA B.P.O.E. #794
GEOFFREY & NANCY STACK
LINN & NANCY WILEY, USMC 1956-1960, VMF (AW) 513

Plaque 12

IN-KIND DONATIONS
COMMERCE OVERSEAS CORPORATION
ORCO BLOCK CO., INC.
TRENCHERS WEST CONSTRUCTIONS CO., INC.
HOXSIE BUILDERS, INC.

Plaque 13

ED, DIXIE, DEAN, RACHEL, JACOB AND LUKE ARNOLD
COL. ROBERT J. BARBOUR, USMC (RET)
RICHARD BONADIO
THOMAS & BARBARA ELSER
GARDEN GROVE B.P.O.E. #1952
MR. & MRS. ROBERT T. HELTON
RON LUTHER
EMMILIA MCCOY
MEDIX AMBULANCE SERVICE, INC.
RANCHO MISSION VIEJO
LT. COL. AND MRS. OTTO SCHMIDLEN, USMC (RET)
WAL-MART FOUNDATION

Plaque 14

IN HONOR OF THE HEROIC SERVICE AND SACRIFICES OF THE UNITED STATES MARINES
WHO WERE TRAINED AND DEPLOYED FROM THE AIR STATIONS OF EL TORO AND
TUSTIN.

THE ORANGE COUNTY COMMUNITY FOUNDATION

Plaque 15

LYNETTE AND MICHAEL KENNEDY HAYDE

Plaque 16

THE FOLLOWING INDIVIDUALS DONATED THEIR TIME TOWARD THE RETIREMENT OF
THIS A-4 SKYHAWK AIRCRAFT. THE INDIVIDUALS ARE RECOGNIZED AS FOLLOWS:

	MICHAEL MERINO ARCHITECTS A.I.A.	
CDR MICHAEL R. MERINO, CEC, USN		
PRINCIPAL		
MR. EDWARD GAMEZ		JOB
CAPTAIN		
	G&G ENGINEERING, INC.	
MR. ANDREW GRECHUTA		PRESIDENT
MR. FRANCISCO GONZALEZ		
DESIGNER		
	JOHNSON & NEILSON ASSOCIATES	
MR. LONNIE MOUNT		PRINCIPAL
	JCA ENGINEERING, INC.	
MR. JAMES CORNS		PRESIDENT
MR. PEDRO MARTINEZ-MELCHOR		PROJECT MANAGER
	CALIFORNIA LIGHTING SALES	
MR. DUANE PRICE		LIGHTING
ENGINEER		

Plaque 17

ORANGE COUNTY FARM BUREAU
AGRICULTURAL PARTNERS IN THE DEFENSE OF OUR NATION

PLAQUE 18

COUNTY OF ORANGE
CITY OF ANAHEIM
CITY OF BREA

CITY OF BUENA PARK
CITY OF DANA POINT
CITY OF FOUNTAIN VALLEY
CITY OF IRVINE
CITY OF LAGUNA HILLS
CITY OF LA HABRA
CITY OF MISSION VIEJO
CITY OF NEWPORT BEACH
CITY OF ORANGE
CITY OF PLACENTIA
CITY OF RANCHO SANTA MARGARITA
CITY OF SANTA ANA
CITY OF SEAL BEACH
CITY OF WESTMINSTER
CYPRESS CITY OFFICES
SAN JUAN CAPISTRANO OFFICES

PLAQUE 19
DESSERT STORM PLAQUE (PLUS 5 ARMED FORCES SEALS)

**to be removed from OC Civic Center and displayed at Heroes Hall*

PLAQUE 20

**to be removed from OC Civic Center and honored at Heroes Hall*

IN MEMORY OF PFC ROY DENNIS BROWN, JR.
UNITED STATES ARMY
BORN MARCH 21, 1970
ANAHEIM, CALIFORNIA
KILLED IN ACTION: DECEMBER 20, 1989
PANAMA, CENTRAL AMERICA
FOR HIS COUNTRY

BRICKS (IN ORDER)

DOCK H. PEGUES LT. COL. USMC
EARL PETTINGER WO. EOD
POKER BUDDIES
COL W.E. POPE, USMC
ROB & VIV RICHARDSON
LT COL G.A. RIDGWAY
IN MEMORY OF ELIAS SAADEH
SANDY & BOB SEAT - HONOR EL TORO WAR BIRDS
ROBERT SHIELDS COLONEL, USMC
DAVID V. SHUTER BGEN, USMC
SUPERVISOR JAMES SILVA 2ND DISTRICT
KENNETH L. SMITH USN FAGU 1952-1955
R. G. SMITH A-4
R. G. SMITH - THE KLOES FAMILY
ROBERT "R.G." SMITH
MSGT. MICHAEL "JUG" NEPORADNY
NOV. 10TH ASSOC. "SEMPER FI," MARINES
ANTHONY PADILLA

J.R. PARSONS MAJOR, USMC
MAJOR W. G. PATTON
ROBERT HELTON SGT. USMC 1965-1969
PAUL HENLEY, COL CO. MAG-12 1969-1970
SGT H. C. JACOBS
JOE JANUSZ DANIEL CORDELL DOUG GARRISON
SGT J. B. JANUSZ, SGT E. JANUSZ, SFC M. JANUSZ
LT COL WILLIAM, "MARTY" THAMM
VINCE VASIL USMC 1682986
W & K WAGNER, USMC ROI-NAMUR-Saipan-Tinian-Iwo Jima
CAPT D.C. WHITE
FRANK E. WILSON COLONEL, USMC NAVY CROSS
IN MEMORY OF B. L. GATTIS
JAMES P GRAY
LORIN GRISET
HENRY HAYNES USN
SGT MAJ E. E. HAWKINS 1942-1966
W & M JOHNSON
DON KEAST COLONEL, USMC
DOUG KIRSCHKE CAPTAIN, USMC A-4 PILOT
STEPHEN KOZAK MAJ. USAF RET WWII-KOREA
HENRY L. KUNKEL FLEW A-4 1961-1964 MAJOR, USMC RET
DON FRANKLIN CAPT. USMC, 1957 VMC (AW) 115
RICHARD FERREE
KEVIN GALLAGHER CAPTAIN 1965-1967 EL TORO MARINE
HARRY S. GANN, JR.
LCPL JOSE A. GARIBAY USMC-OPERATION IRAQI FREEDOM
SKYLER & WYATT KURITA-WILSON
JUAN DIAZ LUNA, J. MYRICK USN, RAUL LUNA USA
LYNN LENDE USNR
L. & J. LITAWAY
SGT ROBERT H. LASTER MCAS
IN MEMMORY OF COL T. MILLARD FIRST CO
LT COL T. A. MILLER
PAUL MOREAU COL, PAUL MOREAU JR. SGT USMC
LT. COL & MRS RICHARD A. MUENCH
LEON A. NAVARRO CPL. USMC
NORM & ALICE MARSHALL COLONELS, USMC
JIM McANENA
JIMMY McANENA
MARGE McANENA
MARY McANENA
R. G. SMITH AVIATION ARIST DESIGN ENGINEER
SKIP SPINDLER CAPT. USMC SEA 30J A-4 MISSIONS
GEOFFREY-NANCY KATIE-ALEX & NATALIE STACK
J. P. STODD MAJOR, USMC POW 1945
ELEANOR-RYAN NEIL-BRUCE-BOB - THE TODDS
PEGGY McANENA
JAMES R. McCLURE CDR, USN RET
RALPH E. McCOY US NAVY, MICHAEL E. McCOY
FRANK S. McCOY, DANIEL McCOY

MR & MRS P. L. METZEN
 DAVID CARTER KHE SANH
 LEON CHARTIER
 HON. ALBERTA CHRISTY
 JOHN J. CONNORS - A WOLRD WAR II VETERAN
 HON. MICKEY R. CONROY MAJOR, USMC
 D. R. BOWEN MAJOR, USMC RET
 PETER BOWEN MAJOR, USMCR
 DON BROWN LT COL, USMC
 B.G. BUTCHER RETIRED MARINE A-4 DRIVER
 COL J. J. CALDAS, LT COL J. T. CLINE, LT COL T. L. ELSER
 GEORGE AMPAGOOMIAN LT COL, USMC VMA 211-BIEN HOA-1972
 COL J. T. BERTRAND 3500 A-4 HOURS MAG 46, VMA 134
 JAY N. BIBLER LT COL. USMC RET VMFA 314-1962-1964
 ART BLOOMER BGEN. USMC RET CG. EL TORO, 1986
 LT JG A. BOGOSHIAN "I WANTED AN F-18"
 IRVINE POLICE ASSOCIATION
 LA PALMA POLICE ASSOCIATION
 MARINE CROPS AVIATION ASSOCIATION
 McDONNELL DOUGLAS RETIREES
 OC JUVENILE JUSTICE COMMISSION
 LT COL BILL DUNCAN USMC
 ENID & DON DUNKLEMAN OF MCDONALD'S
 STEVEN DUNNING
 WILLIAM WARNER ELDRIDGE, JR. COLONEL, USMC
 BRETT FRANKLIN COUNCILMAN SANTA ANA
 AMERICAN LEGION NEWPORT HARBOR POST 291
 ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS
 CALIF. D.A.R.E. OFFICER'S ASSOCIATION
 COMMERCE OVERSEAS CORPORATION
 COSTA MESA- NEWPORT BEACH LIONS
 OC JUVENILE JUSTICE COMM ALUMNI
 ORANGE POLICE ASSOCIATION
 SANTA ANA ELKS LODGE B.P.O.E. / #794
 SANTA ANA ROTARY CLUB NORTH
 SKYHAWK ASSOC OC 1993 TO PRESENT A4'S FOREVER
 JIM COOPER LT COL. USMCR WWII & KOREA
 JACK CROSTHWAIT A-4'S FOREVER!
 DAC BUDDIES
 COL "HOOK" DAVIS
 MSGT DITTUS
 DEFT AEROSPACE COATINGS
 GARDEN GROVE ELKS LODGE B.P.O.E. #1952
 GARDEN GROVE ELKS LODGE "ELK-ENDERS"
 GARDEN GROVE POLICE ASSOCIATION
 GRAMPAW PETTIBONE NAVAL AVIATION OF ORANGE COUNTY
 UNITED AERONAUTICAL CORPORATION
 VFW POST 9756 WESTMINSTER, CA
 H. J. ALEXANDER USAAC 1942-1945
 DAN ARMSTRONG LT COL. USMCR
 ED ARNOLD, USMC MCAS EL TORO 1958-1961 VMF 513

1/9 BATTALION "THE WALKING DEAD"
DAVID & MARY ELLEN CARTER
JIM BERKSON A-4 PILOT EL TORO 1972-74

Skyhawk Relocation Scope of Work

Mobilization/Mounting	\$59,337
Earthwork	\$13,998
Construction	\$132,665
Scope of Work Total	\$206,000

Mobilization/Mounting

- Removal of plaques
- Dismantling of Monument
- Hoisting equipment
- Transportation
- On-site supervision

Earthwork

- Excavation
- Aggregate base
- Haul

Construction

- Civil crew - mobilization
- Construction entrance
- Reinforced concrete mat footing
- Reinforced concrete pedestal
- Relocation, positioning and securing of monument on new pedestal
- Hoisting equipment
- Fuel
- On-site supervision
- Close out



Board of Directors Agenda Report

MEETING DATE: APRIL 25, 2019 ITEM NUMBER: 9E

SUBJECT: Review and Approve Installation Renderings for the A4 Skyhawk Design

DATE: April 19, 2019

FROM: Kathy Kramer, CEO

PRESENTATION BY: Ken Karns, Vice President - Operations

ACTION ITEM

Review the draft A4 Skyhawk installation layout/renderings and provide any additions or deletions to the project scope related to the design.

BACKGROUND

Direction was given to the architectural consultants, ATI, to prepare preliminary drawings in preparation of a committee review and full Board of Directors review and approval.

The Heroes Hall Veterans Foundation Board committee (Vice Chair Cervantes and Director LaBelle) and staff individually reviewed the draft renderings provided by ATI. The committee and staff then met together to review the drawings and provided feedback to ATI.

Prior to fully completing the drawings and specifications that will be used for the bid process, the committee would like a consensus from the full Board of Directors on any additions or deletions to the project scope.

A4 SKYHAWK MONUMENT

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OWNER:

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ARCHITECT:

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CODES:

2016 CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE
PART 1, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR)
2016 CALIFORNIA BUILDING CODE
PART 2, TITLE 24, CCR
(IBC AND CALIFORNIA AMENDMENTS)
2016 CALIFORNIA ELECTRICAL CODE
PART 3, TITLE 24, CCR
(NEC AND CALIFORNIA AMENDMENTS)
2016 CALIFORNIA FIRE CODE
PART 9, TITLE 24, CCR
(IFC AND CALIFORNIA AMENDMENTS)
2016 CALIFORNIA GREEN BUILDING STANDARDS CODE
2016 CALIFORNIA ENERGY CODE-T24

SYMBOLS:

----- PROPERTY LINE, PROJECT WORK BOUNDARY LINE
- - - - - CENTER LINE, FLOOR LINE, PROJECTION LINE
① --- GRID LINE INDICATION
[] --- REFERENCE NOTE KEY
P-1 --- FINISH/MATERIAL KEY
△ --- REVISION NUMBER
X-X' --- ELEVATION DATUM
X/XX NOTE --- DETAIL NUMBER NOTES
X/XX --- ENLARGED DETAIL NUMBER SHEET NUMBER
M/ --- ELEVATION NUMBER ELEVATION SHEET
1/ --- SECTION NUMBER SECTION SHEET

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PRINCIPAL: LESTER S. JUNG, P.E.

CIVIL

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VCA ENGINEERS, INC
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IRVINE, CA 92612
PHONE: (949) 679-0870
PRINCIPAL: YOUNG NAM

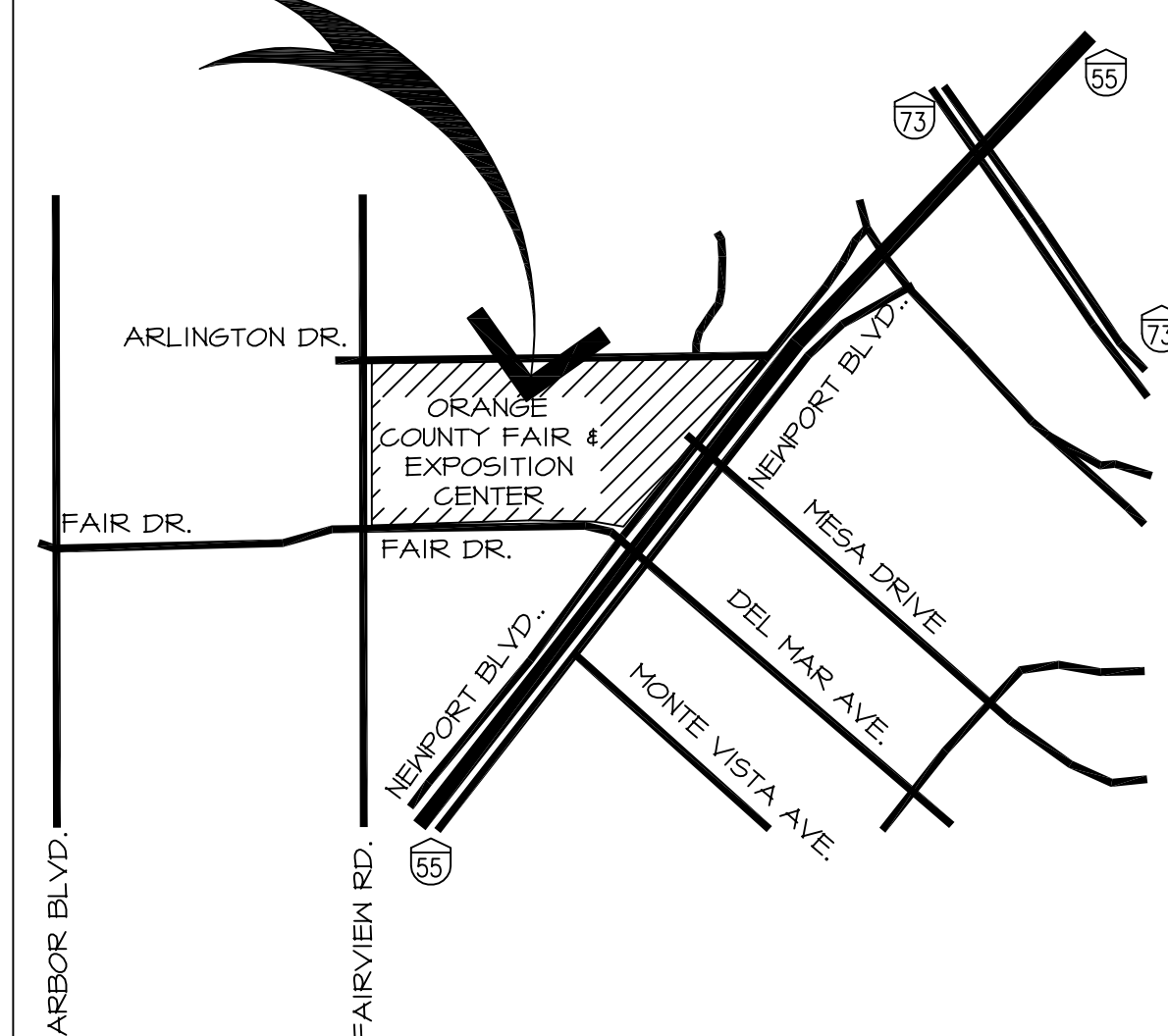
SHEET INDEX:

SHEET	DESCRIPTION
G0.0	TITLE SHEET
A0.01	NOTES/ABBREVIATIONS
C1.0	GENERAL NOTES
CD1.0	SITE DEMOLITION PLAN
C2.0	SITE CONTROL PLAN
C3.0	SITE GRADING PLAN
C4.0	MISCELLANEOUS DETAIL
A1.00	SITE PLAN
A3.00	ENLARGED SITE PLAN
A4.00	ELEVATIONS
A4.01	PLANS & ELEVATIONS OF PLAQUE ON PEDESTAL
A6.00	DETAILS
A7.00	SPECIFICATIONS
S0.1	GENERAL NOTES & DETAILS
S1.1	FOUNDATION PLANS & PIER PLANS & ELEVATIONS
E0.1	ELECTRICAL COVER SHEET
E1.1	LIGHTING PLAN

SCOPE OF WORK

THE SCOPE OF WORK CONSISTS OF WORK DESCRIBED IN THE PROJECT ANALYSIS AND THE CONSTRUCTION OF PAVING AND MISCELLANEOUS ITEMS AS SHOWN ON THESE PLANS AND NOT SHOWN BUT REQUIRED TO ACCOMPLISH THE INTENT OF THE CONSTRUCTION DOCUMENTS, TO INCLUDE ALL MATERIALS, FINISHES, AND ELECTRICAL, WITH THE PROJECT CONSTRUCTION DOCUMENTS.

VICINITY MAP: PROJECT LOCATION

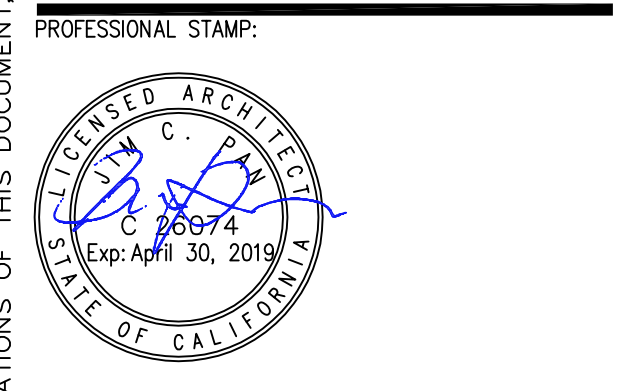


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ITEM/REVISIONS/ISSUE:	DATE:



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PROJECT TITLE:
**A-4
SKYHAWK
MONUMENT**
88 FAIR DR
COSTA MESA, CA
92626

SHEET TITLE:
**COVER
SHEET**

DATE: 03/25/19
SCALE: AS NOTED
DRAWN/DESIGNED BY: /
CHECKED BY: /
JOB NO: CA2006
CAD FILE: +CA2006_A0_00 - COVER SHEET.dwg
SHEET NO:

GO.0

ABBREVIATIONS

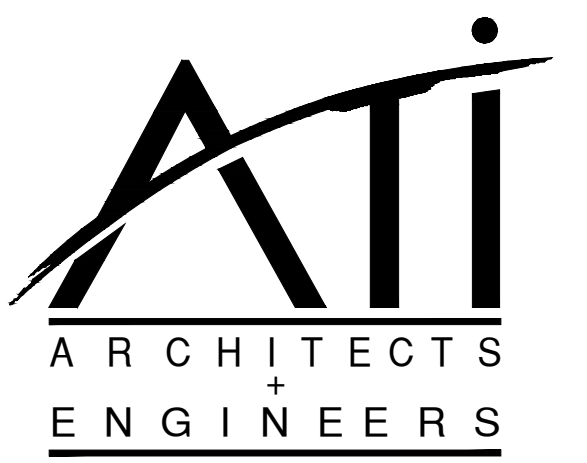
AT	ANCHOR BOLT	PR.	PAIR
A.B.	ACCESSIBLE	PSI	POUNDS PER SQUARE INCH
ADJ.	ADDITIONAL	P.T.	PRESSURE TREATED
ADJ. HT.	ADJUSTED HEIGHT	P.WDR.	POWDER
A.F.F.	ABOVE FINISHED FLOOR	R.	RISER
AGG.	AGGREGATE	REF.	REFERENCE
ALT.	ALTERNATE	REF.	REFINISHED/REINFORCING
ALUM.	ALUMINUM	RFTR.	RAFTER
AMP.	AMPERAGE	RM.	ROOM
APA	AMERICAN PLYWOOD ASSOCIATION	R.O.	ROUGH OPENING
APPROX.	APPROXIMATE	R.W./RWD	REDWOOD
A.S.L.	ABOVE SEA LEVEL	S.A.D.	SEE ARCHITECTURAL DRAWINGS
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS	S.C.	SOLID CORE
B.F.F.	BELOW FINISHED FLOOR	S.C.D.	SEE CIVIL DRAWINGS
BLK'G/BLKNG	BLOCKING	SCHD.	SCHEDULE
BM.	BEAM	SD	SMOKE DETECTOR
B.O.	BOTTOM of	S.E.D.	SEE ELECTRICAL DRAWING
BTM./BOT.	BOTTOM	S.F./SQ.FT.	SQUARE FOOT/FEET
BTWN	BETWEEN	S.F.A.D.	SEE FIRE ALARM DRAWING
CALCS.	CALCULATIONS	SHR.	SHEAR
CBC	CALIFORNIA BUILDING CODE	SHT(S).	SHEET(S)
CEM. PLAST.	CEMENT PLASTER	SLR	SEISMIC LOAD RESISTING SYSTEM
C.J.	CONTROL JOINT	S.L.D.	SEE MECHANICAL DRAWING
CLG.	CEILING	S.P.D.	SEE PLUMBING DRAWING
CLOS.	CLOSET	SPECS.	SPECIFICATIONS
C.M.U.	CONCRETE MASONRY UNITS	SQ. IN.	SQUARE INCH(ES)
COL.	COLUMN	S.S.	STAINLESS STEEL
CONC.	CONCRETE	S.S.D.	SEE STRUCTURAL DRAWING
CONT.	CONTINUOUS	ST	STRAP
CONTR.	CONTRACTOR	STD.	STANDARD(S)
CSMT	CASEMENT	STL	STEEL
DBL.	DOUBLE	STOR.	STORAGE
DBL. PL.	DOUBLE PLATE	STRUCT.	STRUCTURAL
DET.	DETAIL	S.W.	SHEAR WALL
DEG.	DEGREE	SW	SWITCH
D.F.	DOUGLAS FIR	SYM.	SYMMETRICAL
DIA.	DIAMETER	TEMP / T.	TEMPERED
DIAPH.	DIAPHRAGM	T.H./THLD	THERMOSTAT
DN.	DOWN	T./THERM.	TOP of
D.S.	DOWNSPOUT	T.O.	TOP of CURB
(E)	EXISTING	T.O.C.	TOP of FLOOR
EA.	EACH	T.O.F.	TOP of FLOOR
ELECT.	ELECTRICAL	T.O.G.B.	TOP of GRADE BEAM
ELEV.	ELEVATION/ELEVATOR	T.O.S.	TOP of SLAB
E.J.	EXPANSION JOINT	T.O.W.	TOP of WALL
EMBED.	EMBEDDED/EMBEDMENT	T/P /T. of PL.	TOP of PLATE
E.P.S.	EXTRUDED POLYSTYRENE FOAM	TRNSM	TRANSOM
EQ.	EQUAL	T&G	TONGUE & GROOVE
EXT.	EXTERIOR	TYP.	TYPICAL
F.D.	FLOOR DRAIN	U.N.O.	UNLESS NOTED OTHERWISE
FAM. RM.	FAMILY ROOM	UTL./UTIL.	UTILITY
FDN./FOUND.	FOUNDATION	V	VOLTAGE
FEC	SEMI-RECESSED FIRE EXTINGUISHER CABINET	VERT.	VERTICAL
F.O.F	FACE OF FINISH	V.I.F.	VERIFY IN FIELD
F.F.	FINISHED FLOOR	WD	WOOD
F.G.	FUEL-GAS	WL	WROUGHT IRON
F.J./FLR.JST.	FLOOR JOIST	WL	WALL
FLASHG	FLASHING	W.P.	WORKING POINT
FLR.	FLOOR	WP. SCRD.	WEEP SCREED
FLUOR.	FLUORESCENT	W.W.F.	WELDED WIRE FABRIC
FT	FOOT/FEET	W.W.M.	WELDED WIRE MESH
FTG.	FOOTING		
GA.	GAUGE		
GALV.	GALVANIZED		
GAR.	GARAGE		
G.F.C.I.	GROUND FAULT CIRCUIT INTERRUPTER		
GR.	GRID		
GR-LAM	GLUE LAMINATED		
G.S.M.	GALVANIZED SHEET METAL		
GYP. BD.	GYPSTUM BOARD		
H.B.	HOSE BIBB		
H.C.	HOLLOW CORE		
HD	HOLDDOWN		
H.H.	HEAD HEIGHT		
HORIZ.	HORIZONTAL		
HR.	HOUR		
INFO.	INFORMATION		
INSUL.	INSULATION or INSULATED		
JST.	JOIST		
LB. OR #	POUND OR NUMBER		
LEV./LV.	LEVEL		
LT.	LIGHT		
LRFs	LATERAL RESISTING FORCE SYSTEM		
LWT.	LIGHTWEIGHT		
MAX.	MAXIMUM		
MECH.	MECHANICAL		
MBRS	MEMBERS		
M.D.F.	MEDIUM DENSITY FIBERBOARD		
MFR.	MANUFACTURER		
MIN.	MINIMUM		
MRGP	MOISTURE RESISTANT GYPSTUM BOARD		
MSTR.	MASTER		
M.SUITE/M.S.	MASTER SUITE		
(N)	NEW		
NAT.	NATIONAL		
N.I.C.	NOT IN CONTRACT		
N.T.S.	NOT TO SCALE		
O.C.	ON CENTER		
OPP.	OPPOSITE		
OPP. HD.	OPPOSITE HAND		
P.B.	PUSHBUTTON		
PERF.	PERFORATED		
PH	PANIC HARDWARE		
PL	PLATE		
PL. HT.	PLATE HEIGHT		
PLYWD.	PLYWOOD		

CONSTRUCTION NOTES:

1. CONTRACTOR SHALL PROVIDE APPROVED BARRICADES AS REQUIRED BY CITY, STATE, AND O.S.H.A. STANDARDS FOR ALL STAGES OF CONSTRUCTION (INCLUDING STREET IMPROVEMENTS)
2. ALL WORKS WITHIN STREET RIGHT-OF-WAY SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION, AND TO THE ORANGE COUNTY STANDARDS DRAWINGS.
3. BEFORE COMMENCING ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, A PERMIT SHALL BE OBTAINED FROM THE ORANGE COUNTY, DEPT. OF PUBLIC WORKS.
4. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN AND PAY FOR ALL PERMIT FEES.
5. EXISTING CITY STREET SHALL BE KEPT CLEAN OF ALL MATERIALS RESULTING FROM THE GRADING OPERATIONS. THE STREET RIGHT-OF-WAY SHALL BE CLEANED UP DAILY AND AS NECESSARY TO MAINTAIN PEDESTRIAN AND VEHICULAR PASSAGE OVER THE PUBLIC RIGHT-OF-WAY AT ALL TIMES.
6. ALL EXISTING AND/OR DISTURBED ELECTRICAL. UTILITY TRENCHES SHALL HAVE WARNING TAPE PLACES ABOVE THE ELECTRICAL LINE.
7. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED PRIOR TO SURFACING OF PAVEMENT.

GENERAL NOTES:

1. CONTRACTOR(S) SHALL REVIEW AND UNDERSTAND THE DRAWINGS THOROUGHLY & FIELD VERIFY EXISTING CONDITIONS. CONTRACTOR(S) SHALL BE RESPONSIBLE FOR INFORMING THE ARCHITECT(S)/ENGINEER(S) IMMEDIATELY OF ANY DISCREPANCIES AND OMISSIONS AND REQUEST FOR CLARIFICATIONS AND/OR INTERPRETATION PRIOR TO COMMENCING WORK.
2. AN APPROVED SET OF PLANS SHALL BE ON THE JOB AT ALL TIMES.
3. THE CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH ALL STATE LAWS, TITLE 19 AND 24, CALIFORNIA ADMINISTRATIVE CODE, UNIFORM BUILDING CODE, AND ALL OTHER APPLICABLE LAWS AND ORDINANCES.
4. CONTRACTOR SHALL PROVIDE ALL TEMPORARY UTILITIES THROUGHOUT DURATION OF PROJECT.
5. THESE DRAWINGS DO NOT CONTAIN THE NECESSARY COMPONENTS OF CONSTRUCTION SAFETY. CONTRACTOR SHALL PROVIDE APPROVED BARRICADES AS REQUIRED BY CITY, STATE, AND O.S.H.A. STANDARDS FOR ALL STAGES OF CONSTRUCTION.
6. THE CONTRACTOR SHALL INSTALL TEMPORARY FENCING AS NEEDED TO PROTECT HIS WORK AREA AND MATERIALS WITHOUT RESTRICTING PEDESTRIAN TRAFFIC. SIZE OF AREA TO BE DETERMINED AT PRE-CONSTRUCTION MEETING. AT THE END OF CONSTRUCTION, REPAIR ALL DAMAGE TO LANDSCAPE AND CONCRETE OR A.C. PAVING.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL EXPOSED EXISTING AND REMAINING WORK FROM WEATHER AND OTHER INCLEMENT CONDITIONS, ANY DAMAGE INCURRED DUE TO FAILURE BY THE CONTRACTOR TO PROPERLY PROTECT SUCH WORK SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
8. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN AND PAY FOR ALL PERMIT FEES (IF REQ'D).
9. IT IS CONTRACTOR'S RESPONSIBILITY TO DISPOSE OF ALL REMOVED AND/OR DEMOLISHED MATERIAL AND DEBRIS. ALL MATERIALS SHALL BE TAKEN TO A PUBLIC, COUNTY OR CITY OPERATED DISPOSAL SITE. CONTRACTOR SHALL PAY ALL DUMP FEES.
10. LOCATIONS OF ALL UTILITIES SHOWN ARE APPROXIMATE AND CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN EXCAVATING AND TRENCHING ON THIS SITE TO AVOID INTERCEPTING PIPING OR CONDUITS. IT SHALL BE THE RESPONSIBILITY TO THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES OR STRUCTURE WHETHER SHOWN HEREON OR NOT AND TO PROTECT THEM FROM DAMAGE. THE ARCHITECT IS NOT RESPONSIBLE FOR THE LOCATION OF UNDERGROUND UTILITIES OR STRUCTURE WHETHER OR NOT SHOWN OR DETAILED AND INSTALLED BY ANY OTHER CONTRACT. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT SHOULD ANY UNIDENTIFIED CONDITIONS BE DISCOVERED, THE CONTRACTOR SHALL BEAR ALL EXPENSE OR REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED BY OPERATION IN CONJUNCTION WITH THE PROSECUTION OF THIS WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR AND COORDINATE THE RELOCATION OF ANY EXISTING UTILITIES DEEMED NECESSARY BY THE PROPOSED IMPROVEMENTS.
11. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS IN THE FIELD BEFORE ORDERING MATERIALS OR STARTING CONSTRUCTION. ANY CONDITION FOUND TO DIFFER FROM THAT SHOWN ON THE DRAWINGS SHALL BE BROUGHT TO THE ARCHITECT ATTENTIONS BEFORE WORK PROCEEDS.
12. ALL DIMENSIONS AND OTHER ITEMS OF INFORMATION INDICATED ON LARGER SCALE PLANE, ELEVATIONS AND DETAILS SHALL TAKE PRECEDENCE OVER ALL DIMENSIONS AND ITEMS OF INFORMATION INDICATED ON SMALLER SCALE PLANS, ELEVATIONS, AND DETAIL. DO NOT SCALE DRAWINGS.
13. ALL AREAS IN WHICH WORK IS DONE SHALL BE LEFT CLEAN AND IN GOOD REPAIR.
14. ALL FIRE LANES TO BE UNOBSTRUCTED DURING ALL PHASES OF CONSTRUCTION.



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ITEM	REVISIONS/ISSUE	DATE



**OC FAIR &
EVENT CENTER**
88 FAIR DRIVE
COSTA MESA, CA 92626

PROFESSIONAL STAMP:



APPROVALS:

PROJECT TITLE:

**A-4
SKYHAWK
MONUMENT**

**88 FAIR DR
COSTA MESA, CA
92626**

SHEET TITLE:

**GENERAL
NOTES &
ABBREVIATIONS**

DATE: 03/25/19 SCALE: AS NOTED

DRAWN/DESIGNED BY: / CHECKED BY: /

JOB NO: CA2006

CAD FILE: +CA2006_A0_01 - GENERAL NOTES.dwg

SHEET NO:

A0.01

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GENERAL NOTES:

- 1. ALL WORK PERFORMED IN THIS CONTRACT SHALL CONFORM TO:
A. PROJECT SPECIFICATIONS.
B. THE LATEST EDITION AND SUPPLEMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC) AND AMERICAN PUBLIC WORKS ASSOCIATION (APWA).
C. ORANGE COUNTY STANDARDS.
D. 2016 CALIFORNIA BUILDING CODE, OR LATEST VERSION.
2. ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE WORK SPECIFIED ON THE DRAWINGS AND WITHIN THE VARIOUS NOTES SHOWN HEREIN.
3. THE EXISTING CONDITIONS SHOWN DIAGRAMMATICALLY ON THE PLANS ORIGINATED FROM AS BUILT DRAWINGS AND FIELD SURVEY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE JOB SITE AND VERIFY THE EXACT EXISTING CONDITIONS UNLESS CONCEALED BEFORE SUBMITTING HIS BID. ANY DISCREPANCY SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT/CPM USING THE PROPER REQUEST FOR INFORMATION FORMS PRIOR TO SUBMITTING HIS BID FOR PROPER ACTION.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES IN THE AREA OF WORK WHICH ARE NOT INCLUDED IN THIS CONSTRUCTION. ANY DAMAGE RESULTING FROM THIS WORK SHALL BE REPAIRED AND/OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
UNDERGROUND SERVICE ALERT:
5. BEFORE COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL OBTAIN AN UNDERGROUND SERVICE ALERT INQUIRY I.D. NUMBER BY CALLING 1-800-422-4133. TWO (2) WORKING DAYS SHALL BE ALLOWED AFTER THE I.D. NUMBER IS OBTAINED AND BEFORE THE EXCAVATION WORK IS STARTED SO THAT UTILITY OWNERS CAN BE NOTIFIED.
PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS:
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF PUBLIC AND PRIVATE PROPERTY ADJACENT TO THE WORK.
REMOVALS:
7. EXISTING STRUCTURES AND SUBSTRUCTURES WHICH ARE INDICATED TO BE REMOVED IN THIS CONSTRUCTION DOCUMENTS SHALL BE TOTALLY REMOVED AND DISPOSED OF OFFSITE, UNLESS OTHERWISE INDICATED. EXISTING FACILITIES WHICH ARE DISCOVERED DURING CONSTRUCTION (INCLUDING WALLS, FOOTINGS AND FOUNDATIONS) SHALL BE REPORTED TO AND COORDINATED WITH THE ARCHITECT/CPM AS TO THEIR REMOVAL. CONTRACTOR WILL NOTIFY THE CPM IN WRITING PRIOR TO COMMENCING THE WORK.
8. ALL SITE PREPARATION AS INDICATED SHALL BE MADE UNDER THE CONTINUOUS INSPECTION OF THE CITY INSPECTOR AND CPM. SECURE THE REQUIRED PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY FOR THE CONSTRUCTION OF TRENCHES, SHORING OR EXCAVATIONS WHICH ARE 5 FEET OR DEEPER OR WORK THAT MAY JEOPARDIZE THE WORKERS. SHORING CALCULATIONS SHALL BE PROVIDED BY THE CONTRACTOR AS REQUIRED FOR APPROVAL AND PERMITTING.
9. THE CONTRACTOR SHALL KEEP THE CONSTRUCTION AREA SUFFICIENTLY DAMPENED TO CONTROL DUST CAUSED BY WORK ACTIVITIES AS REQUIRED BY THE CITY AND JURISDICTIONAL AGENCY. THE CONTRACTOR SHALL PROVIDE 6' HIGH TEMPORARY FENCING WITH VISUAL BARRIER AROUND THE PROJECT LIMITS AND A TEMPORARY CONSTRUCTION ROAD ON-SITE.
10. ALL WORK IN THE PUBLIC RIGHT OF WAY REQUIRES APPROVAL BY THE CITY OF LAGUNA NIGUEL DEPARTMENT OF PUBLIC WORKS, (BUREAU OF ENGINEERING), BEFORE CONSTRUCTION BEGINS. CONTRACTOR SHALL SECURE AND PAY FOR ANY PERMIT INCLUDING UTILITY CONNECTIONS REQUIRED PRIOR TO CONSTRUCTION.
11. ALL FILL OR BACKFILL SHALL BE COMPACTED AS SPECIFIED IN THE GEOTECHNICAL REPORT.
12. CONSTRUCTION STAKING AND ADJUSTMENTS FOR IMPROVEMENTS SHOWN ON THESE PLANS SHALL BE PERFORMED BY A LICENSED LAND SURVEYOR PAID FOR BY THE CONTRACTOR AND INCLUDED IN THE CONTRACT.
13. VOIDS RESULTING FROM REMOVAL WORK SHALL BE FILLED WITH SUITABLE MATERIALS APPROVED BY THE OWNER RETAINED GEOTECHNICAL ENGINEER AND COMPACTED TO 95% MAXIMUM DENSITY PER ASTM D-1557.
14. UPON COMPLETION OF THE PROJECT, CONTRACTOR SHALL REMOVE EXISTING CONSTRUCTION FENCING, APPURTENANCES AND OFFICE TRAILERS FROM THE SITE. PAVEMENT SHALL BE PATCHED AND REPAIRED TO MATCH ADJACENT PAVEMENT AND APPROVED BY THE CPM OR CITY INSPECTOR AS APPLICABLE.
15. ANY ADDITIONAL SURVEYS OR TESTING AS A RESULT OF CONTRACTOR ERROR OR MISINFORMATION WILL BE CHARGED TO THE CONTRACTOR.
16. CONSTRUCT OFFSITE WORK TO COMPLY WITH THE REQUIREMENTS OF THE LOCAL GOVERNING AGENCY AND THE OFF-SITE IMPROVEMENT DRAWINGS. SECURE AND PAY FOR REQUIRED CONSTRUCTION PERMITS.
17. CONSTRUCT STRAIGHT GRADES BETWEEN ELEVATIONS SHOWN ON PLAN UNLESS INTERRUPTED BY A GRADE CHANGE LINE. ANY DEVIATION FROM THE GRADING PLAN MUST HAVE PRIOR APPROVAL FROM THE ENGINEER.
18. GRADE LAWN, TURF, AND PLANTING AREA 1-1/2" BELOW DESIGN GRADES INDICATED.
19. ADJUST TO GRADE EXISTING MANHOLE RIMS, VALVE BOXES AND ELECTRICAL VAULT LIDS TO DESIGN GRADES WITHIN THE IMPROVEMENT AREA, UNLESS NOTED OTHERWISE. CONTRACTOR TO VERIFY LOCATION AND NUMBER OF MANHOLE RIMS, VALVE BOXES AND ELECTRICAL VAULT LIDS IN THE FIELD PRIOR TO BIDDING.
20. MAINTAIN A RECORD OF LOCATION OF UTILITY MARKERS ON THE AS-BUILT PLAN AND REINSTALL THEM AFTER PAVING. REPLACE BENT OR UNUSABLE MARKERS FOR ALL UTILITY LINES DISCOVERED WITHIN THE WORK AREA. INSTALL BRASS UTILITY MARKERS INDICATING DIRECTIONS OF LINES AT ALL CHANGES IN DIRECTIONS AFTER PAVING. INFORM THE SURVEYOR TO LOCATE AND RECORD ACTUAL LOCATIONS.
21. IF EXISTING UTILITIES ARE EXPOSED OR DETERMINED TO EXIST UNDER THE ROUGH GRADING SITE, CONTRACTOR SHALL PROVIDE A FLAGGED STAKE THAT INDICATES THEIR LOCATION, TYPE OF UTILITY, SIZE, PIPE MATERIAL AND DEPTH. STAKES SHALL BE INSTALLED NO LESS THAN 50' ON CENTER ON STRAIGHT LINES AND AT BENDS.

- 22. UNCLOG, CLEAN AND FLUSH THE WORK AREA DRAINAGE SYSTEM AFTER PAVING AND IMMEDIATELY BEFORE A RAIN FORECAST.
23. ALL GRADING AND CONSTRUCTION ACTIVITIES SHALL COMPLY WITH THE ORANGE COUNTY CODE, DIVISION 6, ARTICLE 1. GENERAL PROVISIONS THAT CONTROLS AND RESTRICTS NOISE FROM THE USE OF CONSTRUCTION AND GRADING EQUIPMENT FROM THE HOURS OF 8:00PM TO 7:00AM, AND ON SUNDAYS AND HOLIDAYS. (MORE RESTRICTIVE CONSTRUCTION ACTIVITY TIMES MAY GOVERN, AS REQUIRED BY THE DEPARTMENT OF REGIONAL PLANNING AND SHOULD BE SHOWN ON THE GRADING PLANS WHEN APPLICABLE.)
24. ALL EXPORT OF MATERIAL FROM THE SITE MUST GO TO A PERMITTED SITE OR A LEGAL DUMPSITE. RECEIPTS FOR ACCEPTANCE OF EXCESS MATERIAL BY A DUMPSITE ARE REQUIRED AND MUST BE PROVIDED TO THE INSPECTOR OF RECORD UPON REQUEST.
25. A COPY OF THE GRADING PERMIT AND APPROVED GRADING PLANS MUST BE IN THE POSSESSION OF A RESPONSIBLE PERSON AND AVAILABLE AT THE SITE AT ALL TIMES.
26. SITE BOUNDARIES, EASEMENTS, DRAINAGE DEVICES, RESTRICTED USE AREAS SHALL BE LOCATED PER CONSTRUCTION STAKING BY A LICENSED SURVEYOR. PRIOR TO GRADING, AS REQUESTED BY THE INSPECTOR OF RECORD, ALL PROPERTY LINES, EASEMENTS, AND RESTRICTED USE AREAS SHALL BE STAKED.
27. STORM WATER PREVENTION PLAN, PRE-CONSTRUCTION AND POST CONSTRUCTION BMPs AND UPDATE FROM TIME TO TIME TO COMPLY WITH THE REQUIREMENTS.
28. CONTRACTOR SHALL INSTALL TEMPORARY FENCING AROUND THE PERIMETER OF THE CONSTRUCTION SITE AND STAGING AREA. FENCING SHALL BE MINIMUM 4' TALL AND SHALL HAVE A DUST/VISION BARRIER ALONG THE FULL LENGTH. THE DUST/VISION BARRIER SHALL EXTEND THE LENGTH OF THE CONSTRUCTION SITE. THE FENCING SHALL BE ANCHORED TO THE SURFACE AND SHALL BE ABLE TO WITHSTAND A 200-POUND HORIZONTAL POINT LOAD IN ANY DIRECTION. WORK AREA AND STAGING AREA SHALL BE SECURE AT ALL TIMES.
29. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE THE OWNER WITH A COMPLETE SET OF REPRODUCIBLE "AS-BUILT" DRAWINGS OF ALL WORK PERFORMED UNDER THIS CONTRACT, AS SHOWN WITHIN THESE CONSTRUCTION DRAWINGS. ALL FIELD CHANGES SHALL BE SHOWN IN DETAIL ON THE "AS-BUILT" DRAWINGS AND SHALL INCORPORATE AS A MINIMUM, NEW ELEVATIONS, GRADES AND ALIGNMENT OF UNDERGROUND FACILITIES WITH DIMENSIONAL TIES TO BUILDINGS OR OTHER VISIBLE IMPROVEMENTS.
30. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY, AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS.
32. THE PROPOSED GRADE IS THE FINAL GRADE AND NOT THE ROUGH GRADE. THE CONTRACTOR SHALL SUBTRACT THE THICKNESS OF THE PAVED SECTION AND/OR LANDSCAPE TOPSOIL SECTION TO ARRIVE AT THE ROUGH GRADE ELEVATION.
33. THE CONTRACTOR SHALL OBTAIN AN O.S.H.A PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO THE CONSTRUCTION OF TRENCHES OR EXCAVATIONS WHICH ARE FIVE FEET OR DEEPER.

LEGEND:

Table with 2 columns: Symbol/Line Style and Description. Includes entries for PROPERTY LINE, CENTER LINE, GRADE CHANGE, FINISHED GRADE CONTOUR, EXISTING GRADE CONTOUR, EXISTING GRADE ELEVATION, FINISHED GRADE ELEVATION, CHAIN LINK FENCE (CLF), FLOW LINE, RIDGE LINE, GRADE BREAK, GAS LINE, ELECTRICAL CONDUIT, TRAFFIC SIGNAL LINE, STORM DRAIN LINE, SEWER LINE, WATER LINE, SITE WALL, CONTROL POINT, STORM DRAIN MANHOLE, SEWER MANHOLE, MANHOLE, GAS VALVE, STREET LIGHT, PULL BOX, ELECTRICAL RISER, GUY WIRES.

ABBREVIATIONS:

Table with 4 columns: Abbreviation, Description, Abbreviation, Description. Includes entries for AC (ASPHALT CONCRETE), AD (AREA DRAIN), APWA (AMERICAN PUBLIC WORKS ASSOCIATION), ARCH (ARCHITECTURAL), ASPH (ASPHALT), BBP (BASKETBALL POLE), BC (BEGINNING OF CURVE), BLDG (BUILDING), BM (BENCHMARK), BP (BOTTOM OF PLANTER), BS (BOTTOM OF STEP), BTS (BOTTOM OF SLOPE), BW (BACK OF SIDEWALK), CAB (CRUSHED AGGREGATE BASE), CB (CATCH BASIN), CEFB (CITY ENGINEER FIELD BOOK), CF (CURB FACE), CL (CENTERLINE), CI (CAST IRON), CLF (CHAIN LINK FENCE), CLR (CLEAR), CMB (CRUSHED MISCELLANEOUS BASE), CO (CLEANOUT), CONC (CONCRETE), CPM (CONSTRUCTION PROJECT MANAGER), DI (DUCTILE IRON), DIA (DIAMETER), DMH (DRAIN MAINTENANCE HOLE), DS (DRAIN), DWG(S) (DRAWING(S)), DWY (DRIVEWAY), EXP (EXPANSION), E (EAST), EC (END OF CURVE), ELEC (ELECTRICAL), EL, ELEV (ELEVATION), EJ (EXPANSION JOINT), EP (EDGE OF PAVEMENT), EXIST, EX (EXISTING), FB (FIELD BOOK), FD (FRENCH DRAIN), FDC (FIRE DEPARTMENT CONNECTION), FF (FINISH FLOOR ELEVATION), FG (FINISH GRADE), FH (FIRE HYDRANT), FL (FLOW LINE), FND (FOUNDATION), FS (FINISH SURFACE), FT (FEET), FW (FIRE WATER), G (GAS), GB (GRADE BREAK), GM (GAS METER), GVLT (GAS VAULT), GV (GAS VALVE), HP (HIGH POINT), IE (INVERT ELEVATION), INV (INVERT), IRR (IRRIGATION), ITEM NO. (ITEM SHOWN ON PTR), L (LENGTH), MEAS (MEASURED), MAX (MAXIMUM), MH (MAINTENANCE HOLE, MANHOLE), MIN (MINIMUM), N (NORTH), NPR (NEWSPAPER RACK), PA (PLANTING AREA), PB (PULL BOX), PCC (PORTLAND CEMENT CONCRETE), PIV (POST INDICATOR VALVE), PL (PROPERTY LINE), PM (PUNCH MARK ON MANHOLE), PP (POWER POLE), PTR (PRELIMINARY TITLE REPORT), PSG (PEDESTRIAN SWING GATE), PVC (POLY VINYL CHLORIDE PIPE), PVM (PAVEMENT), R (RADIUS, RIDGE, OR RECORD), REF (REFERENCE), RG (ROUGH GRADE), RW (RIGHT OF WAY), SDR (STANDARD PIPE DIMENSION RATIO), SSMH (SANITARY SEWER MANHOLE), S (SLOPE, SOUTH, SEWER), SDMH (STORM DRAIN MANHOLE), SLPB (STREET LIGHT PULLBOX), SPK (SPIKE), SS (SANITARY SEWER), STA (STATION), STD(S) (STANDARD(S)), S&W (SPIKE & WASHER), SW (SIDEWALK), T (TANGENT), TA (TREE AREA), TAD (TOP OF AREA DRAIN), TBS (TOP OF BOTTOM STEP), TC (TOP OF CONCRETE OR CURB), TCB (TOP OF CATCH BASIN), TCO (TOP OF CLEAN OUT), TE (TOP OF ELEVATION), TEL (TELEPHONE), TEL VLT (TELEPHONE VAULT), TG (TOP OF GRATE), TMH (TELEPHONE MANHOLE), TMS (TOP OF MOW STRIP), TOS (TOP OF SLOPE), TOE (TOE OF EMBANKMENT), TS (TOP OF STEP), TTS (TOP OF TOP OF STEP), TP (TOP OF PLANTER SOIL), TSPB (TRAFFIC SIGNAL PULLBOX), TW (TOP OF WALL), TYP (TYPICAL), U/G (UNDERGROUND), VBP (VOLLEYBALL POLE), VIF (VERIFY IN FIELD), W (DOMESTIC WATER, WEST), WM (WATER METER), WV (WATER VALVE), WVL (WATER VAULT), YB (W,S,G,E) (YARD BOX (WATER, SEWER, GAS, ELECTRICAL))



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Table with 2 columns: ITEM: REVISIONS/ISSUE, DATE.

OWNER:



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PROFESSIONAL STAMP:



PROJECT TITLE:
A-4
SKYHAWK
MONUMENT
88 FAIR DR
COSTA MESA, CA
92626

SHEET TITLE:

GENERAL NOTES

DATE: 03/25/19 SCALE:

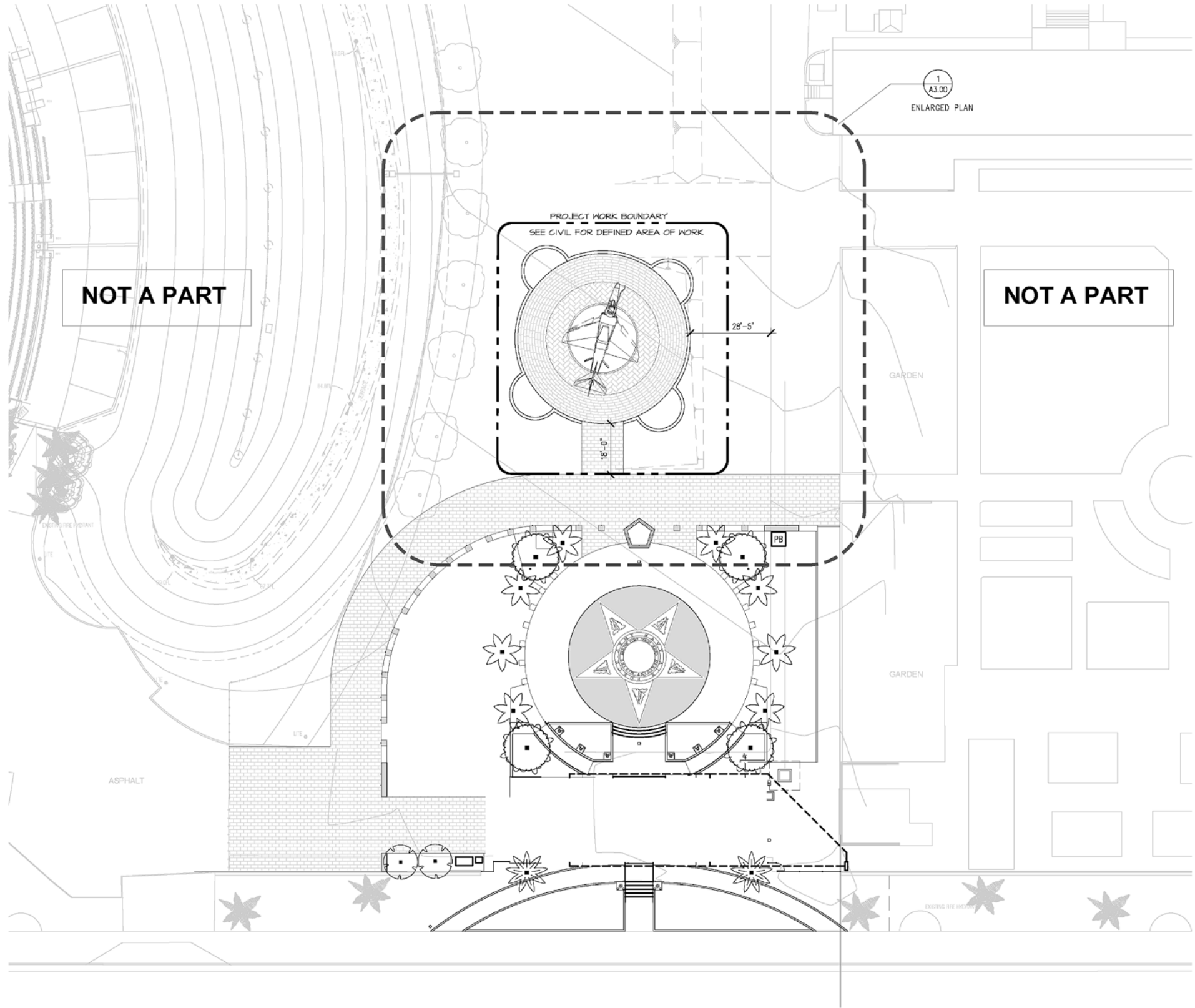
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JOB NO: CA2006

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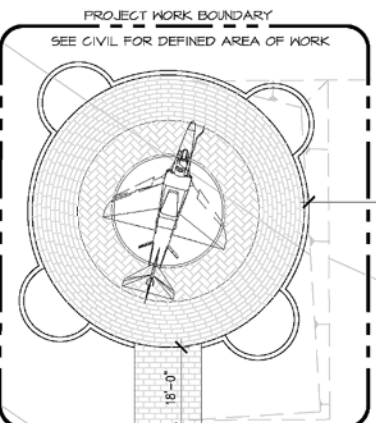
C-1.0



NOT A PART

NOT A PART

1
A3.00
ENLARGED PLAN



PROJECT WORK BOUNDARY
SEE CIVIL FOR DEFINED AREA OF WORK

28'-5"

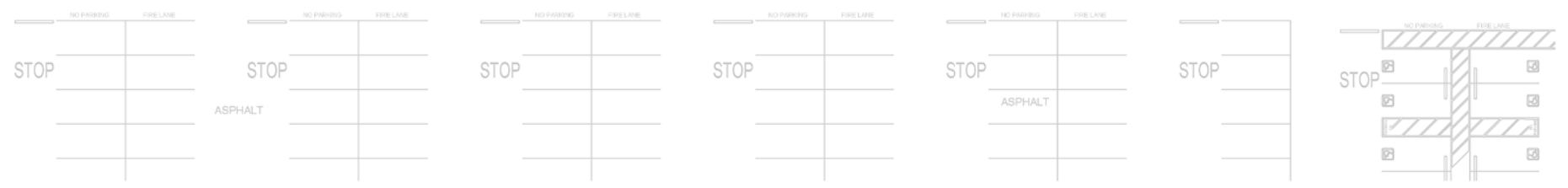
16'-0"

GARDEN

GARDEN

ASPHALT

EXISTING FIRE HYDRANT



SITE PLAN



SCALE:
1"=20'-0"

ITEM	REVISIONS/ISSUE	DATE

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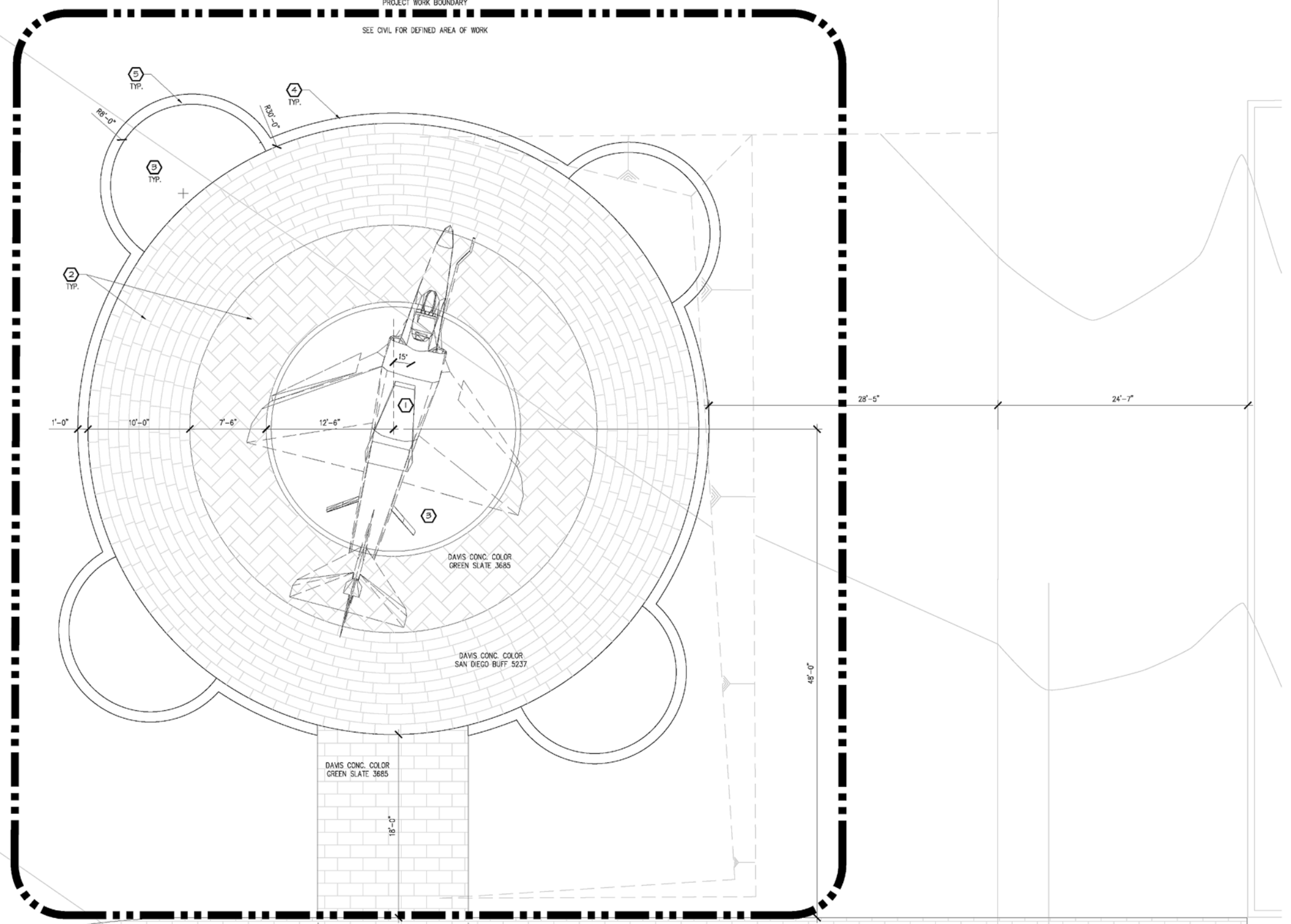
PROJECT TITLE:
**A-4
SKYHAWK
MONUMENT**
88 FAIR DR
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SHEET TITLE:
SITE PLAN

DATE: 03/25/19
SCALE: AS NOTED
DRAWN/DESIGNED BY: /
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JOB NO: CA2006
CAD FILE: +CA2006_A1_00 - SITE PLAN.dwg
SHEET NO:

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PROJECT WORK BOUNDARY
SEE CIVIL FOR DEFINED AREA OF WORK



- KEY NOTES**
- 1 STRUCTURAL PEDESTAL TO SUPPORT A-4 SKYHAWK AIRCRAFT
 - 2 NEW DECORATIVE CONG. PAVER AT PLATFORM OVER MORTAR SETTING BED, SEE CIVIL DWGS AND 14.2 A6.00
 - 3 NEW CONCRETE PAVING WITH BROOM FINISH AT PLATFORM, SEE CIVIL DWGS
 - 4 NEW CONCRETE CURB AND PLATFORM FOR A-4 DISPLAY, SEE CIVIL DWGS
 - 5 CONCRETE MONCUR

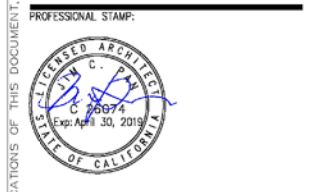


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SHEET TITLE:
ENLARGED SITE PLAN

DATE: 03/25/19
 SCALE: AS NOTED
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 JOB NO: CA2006
 CAD FILE: +CA2006_A3_00 - ENLARGED SITE PLAN.dwg
 SHEET NO: A3.00



ENLARGED SITE PLAN

SCALE: 3/16"=1'-0"

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KEY NOTES

- ① NEW CONCRETE MONUMENT, SEE STRUCTURAL DETAIL FOR LAYOUT
- ② NEW BRICK FLOOR OVER SAND SETTING AND NEW CONCRETE FLOOR AT PLATFORM; SEE DETAILS (142) (16.00)
- ③ A-4 SKYHAWK AIRCRAFT TO BE MOUNTED ON TOP OF NEW STRUCTURAL STAND.

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APPROVALS:

PROJECT TITLE:
A-4 SKYHAWK MONUMENT
88 FAIR DR COSTA MESA, CA 92626

SHEET TITLE:
ELEVATIONS

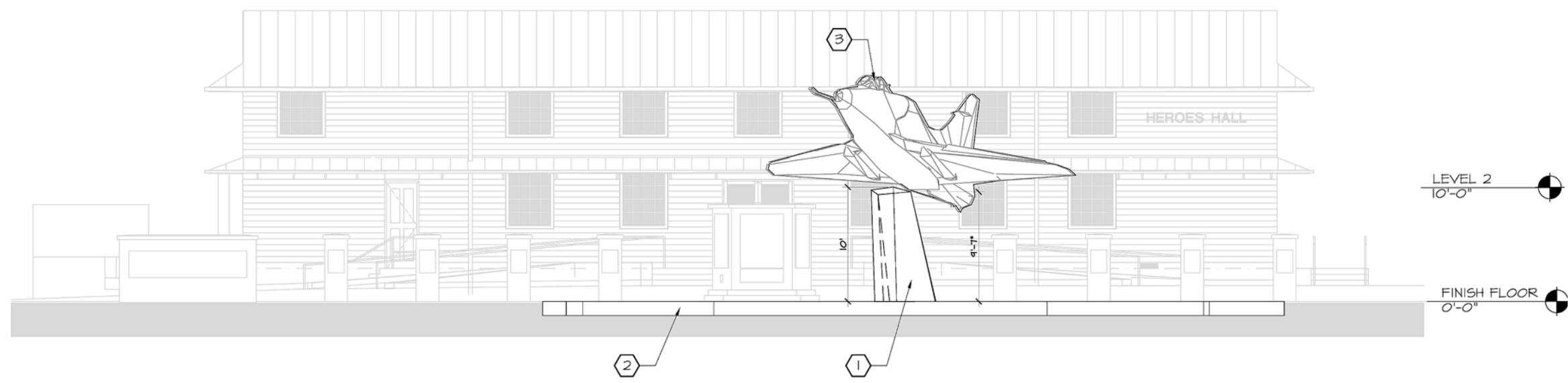
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CHECKED BY: /

JOB NO: CA2006
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SHEET NO:

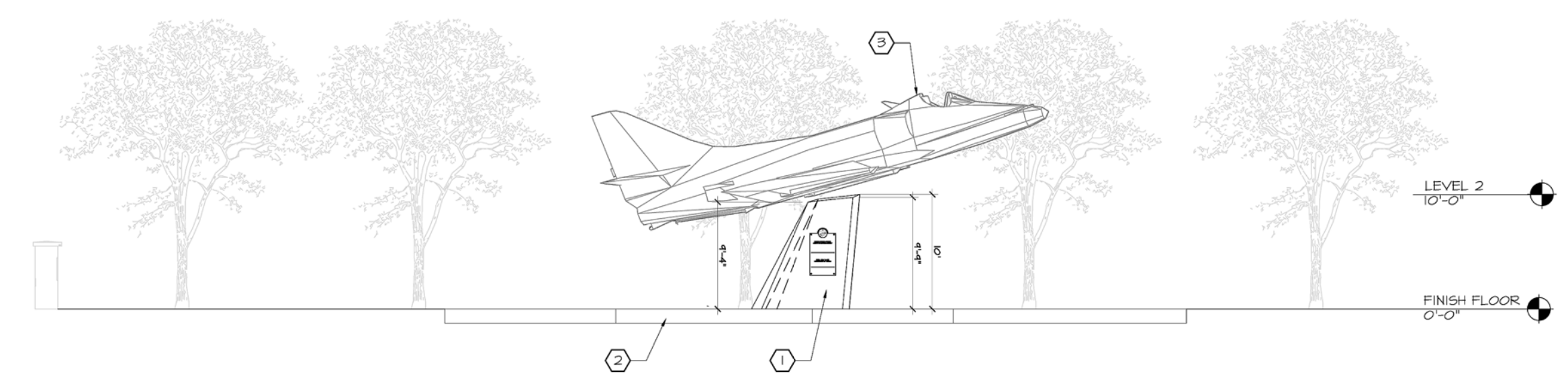
A4.00

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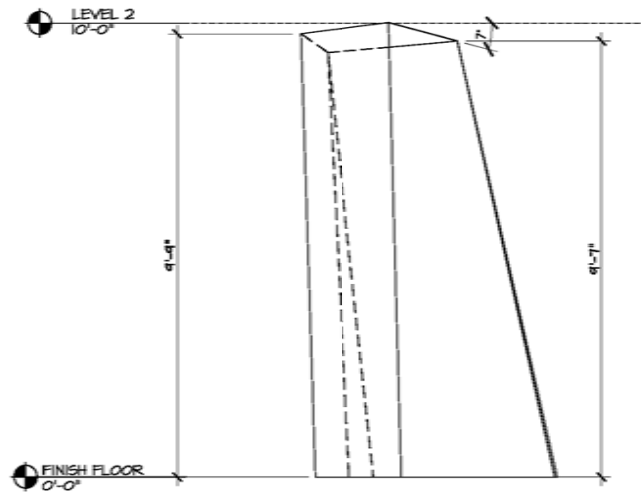
NORTH ELEVATION

SCALE:
3/16"=1'-0"



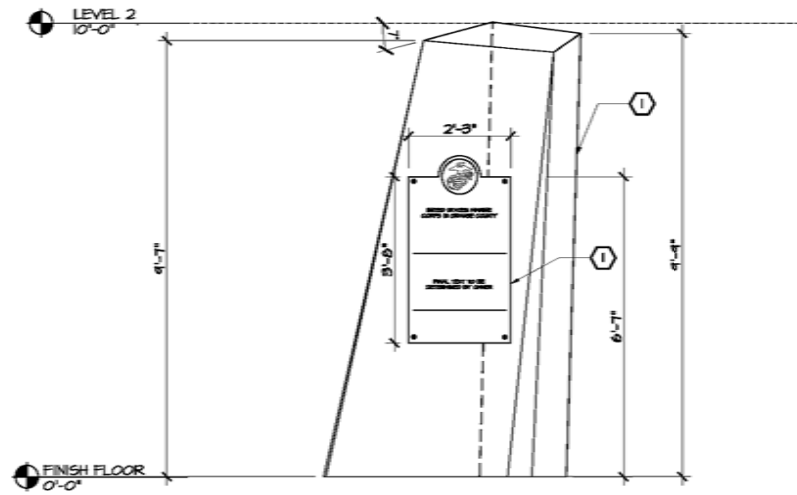
EAST ELEVATION

SCALE:
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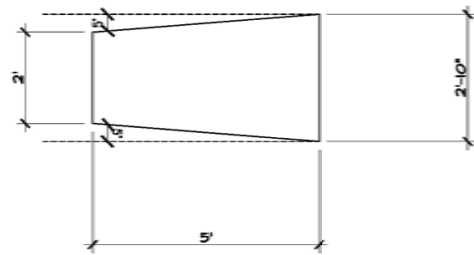
NORTH ELEVATION

SCALE: 1/2"=1'-0"

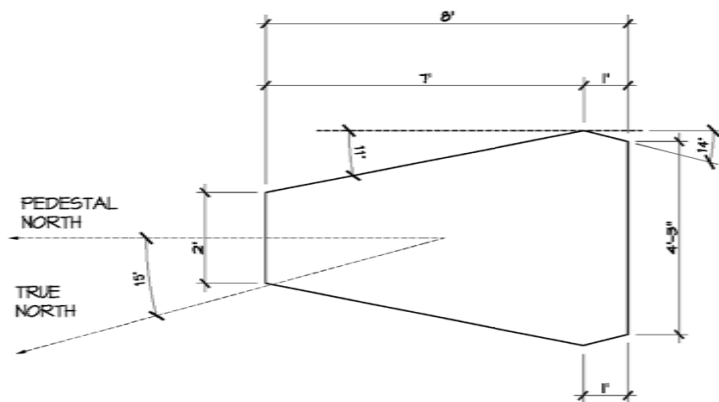


SOUTH ELEVATION

SCALE: 1/2"=1'-0"



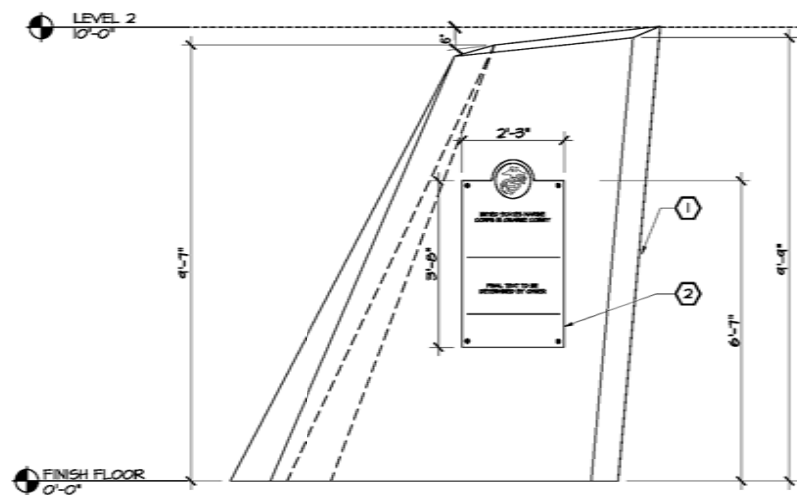
TOP OF PIER



BOTTOM OF PIER

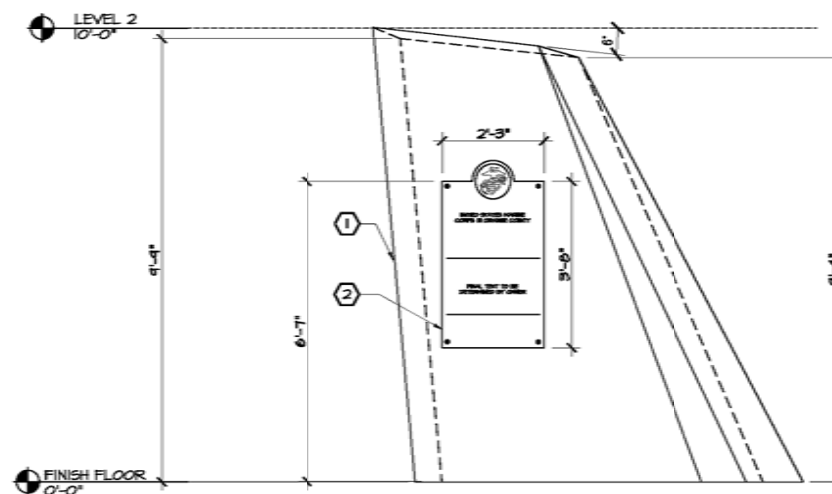
PLANS

SCALE: 1/2"=1'-0"



EAST ELEVATION

SCALE: 1/2"=1'-0"



WEST ELEVATION

SCALE: 1/2"=1'-0"

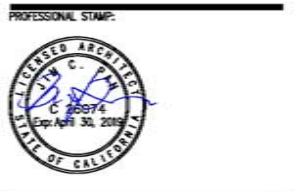
- KEY NOTES**
- 1 NEW CONCRETE MONUMENT, SEE STRUCTURAL DETAIL FOR LAYOUT
 - 2 NEW PLAQUE (TEXT TO BE DETERMINED BY OWNER)



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APPROVALS:

PROJECT TITLE:
A-4 SKYHAWK MONUMENT
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SEET TITLE:
PLANS & ELEVATIONS OF PLAQUE ON PEDESTAL

DATE: 03/25/19
 SCALE: AS NOTED
 DRAWN/DESIGNED BY: / CHECKED BY: /
 JOB NO: CA2006
 CAD FILE: +CA2006_A4_01 - ELEVATIONS_PEDestal.dwg
 SHEET NO:


A4.01

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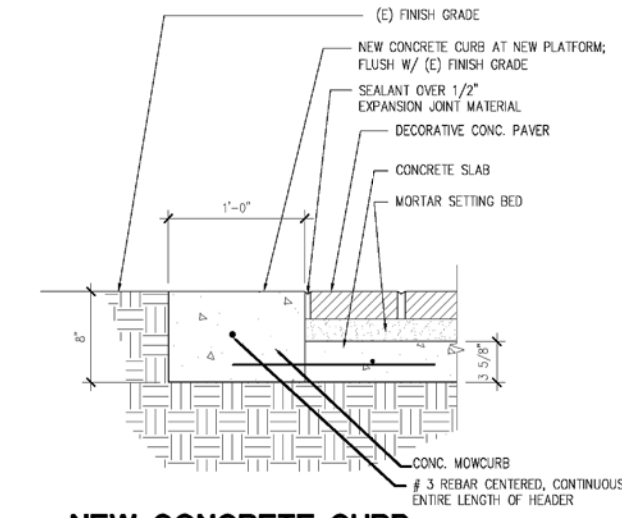
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A-4 SKYHAWK MONUMENT
 88 FAIR DR
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SHEET TITLE:
DETAILS

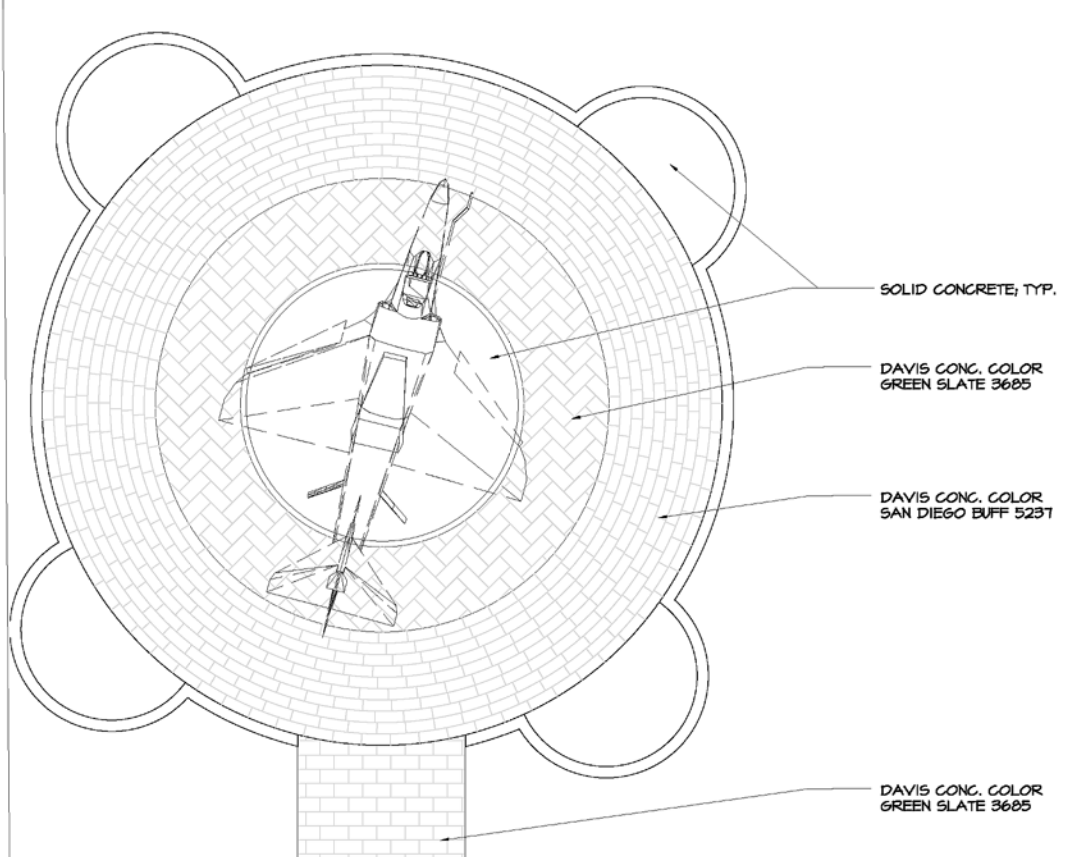
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A6.00
 24x36

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2 **NEW CONCRETE CURB** SCALE: 1 1/2"=1'-0"



1 **PLATFORM PATTERNS** SCALE: 1/8"=1'-0"

ITEM:	REVISION/ISSUE:	DATE:

KEY PLAN:

PROFESSIONAL STAMP:



APPROVALS:

PROJECT TITLE:

**A-4 SKYHAWK
MONUMENT**

SHEET TITLE:

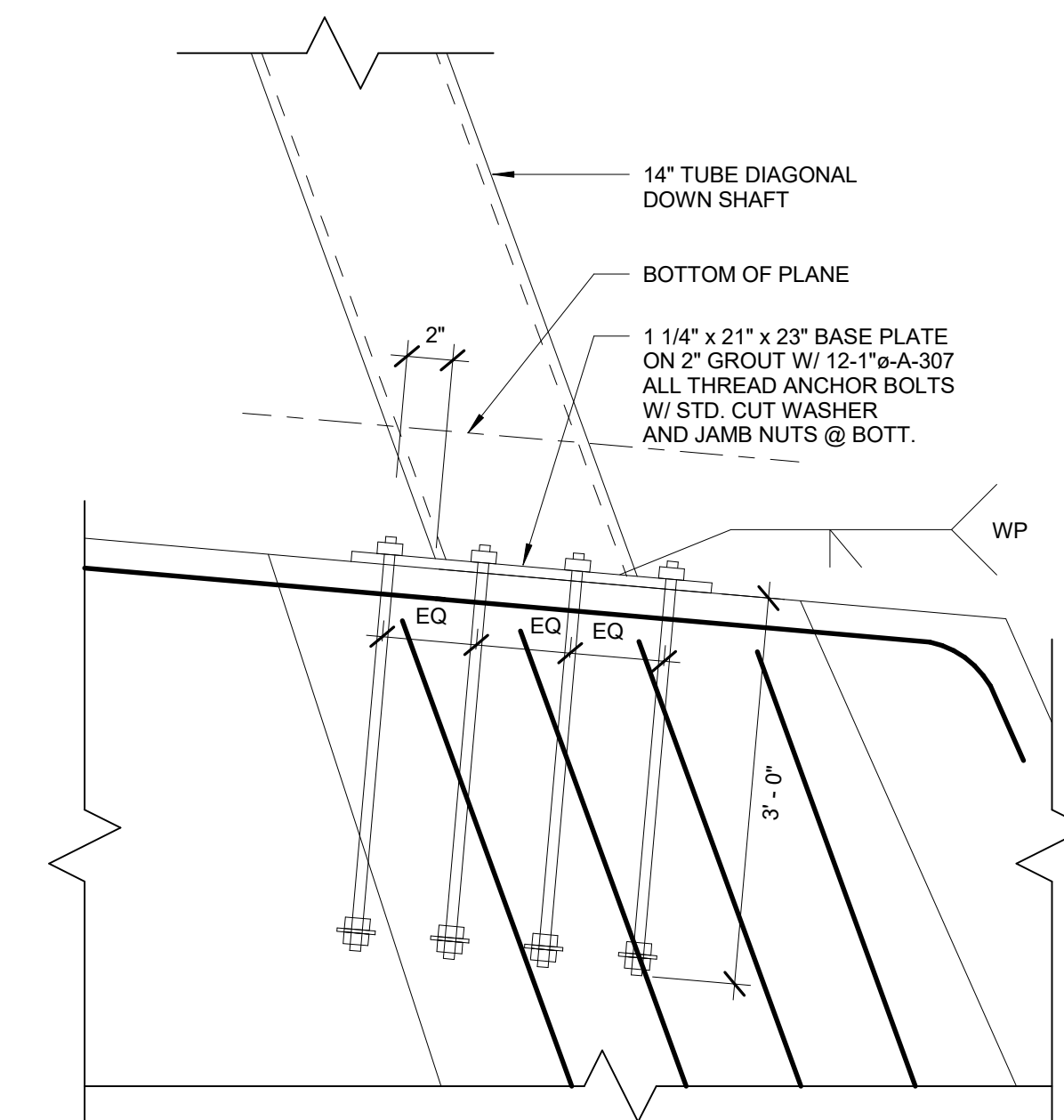
**GENERAL
NOTES &
DETAILS**

DATE: Issue Date
DRAWN BY: Author
JOB NO:

SCALE: 1/4" = 1'-0"
CHECKED BY: Checker

SHEET NO:

S0.1



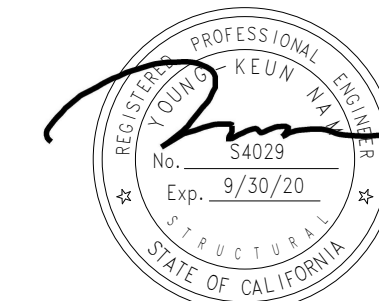
1 DETAIL
SCALE: 1/4" = 1'-0"

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PROFESSIONAL STAMP:



APPROVALS:

PROJECT TITLE:
**A-4 SKYHAWK
MONUMENT**

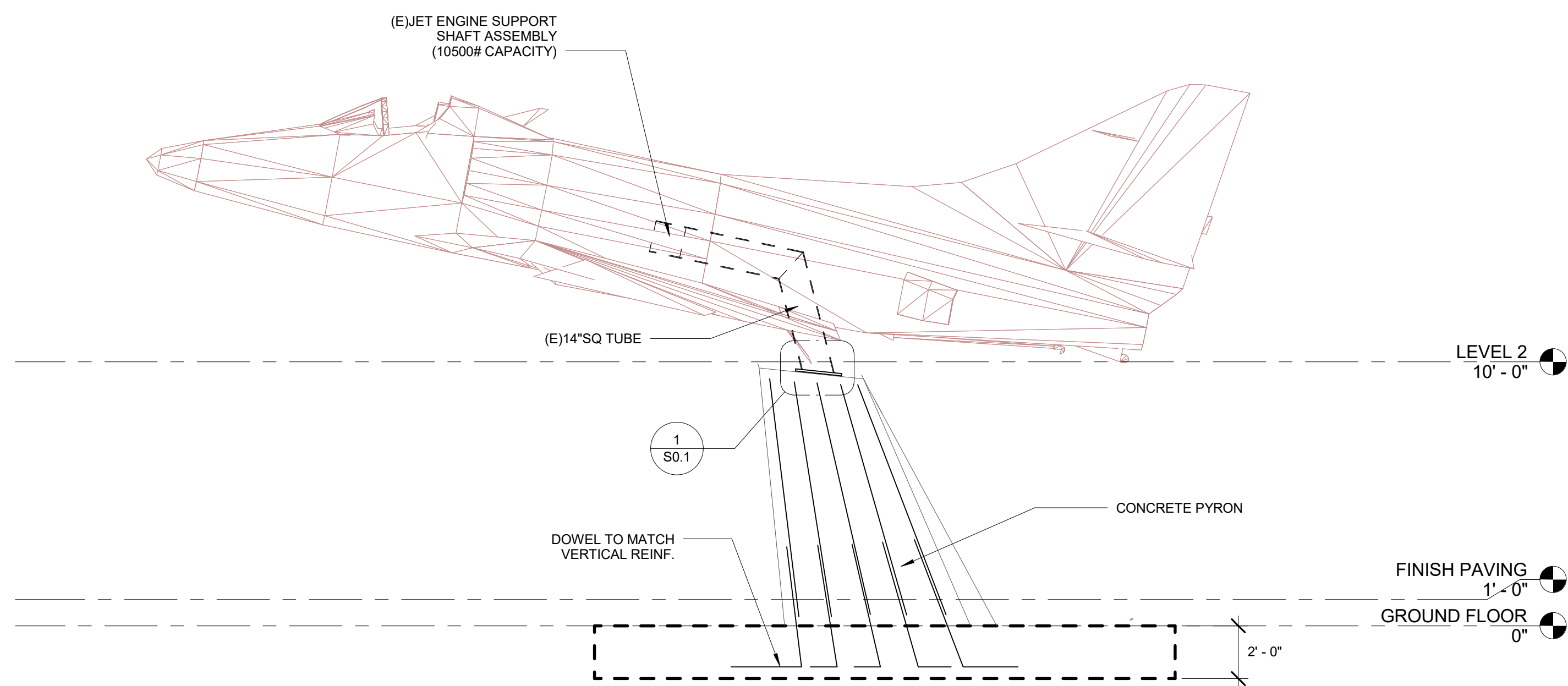
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**FOUNDATION
PLAN &
PIER PLANS &
ELEVATIONS**

DATE:	SCALE:
Issue Date	As indicated
DRAWN BY:	CHECKED BY:
Author	Checker
JOB NO:	

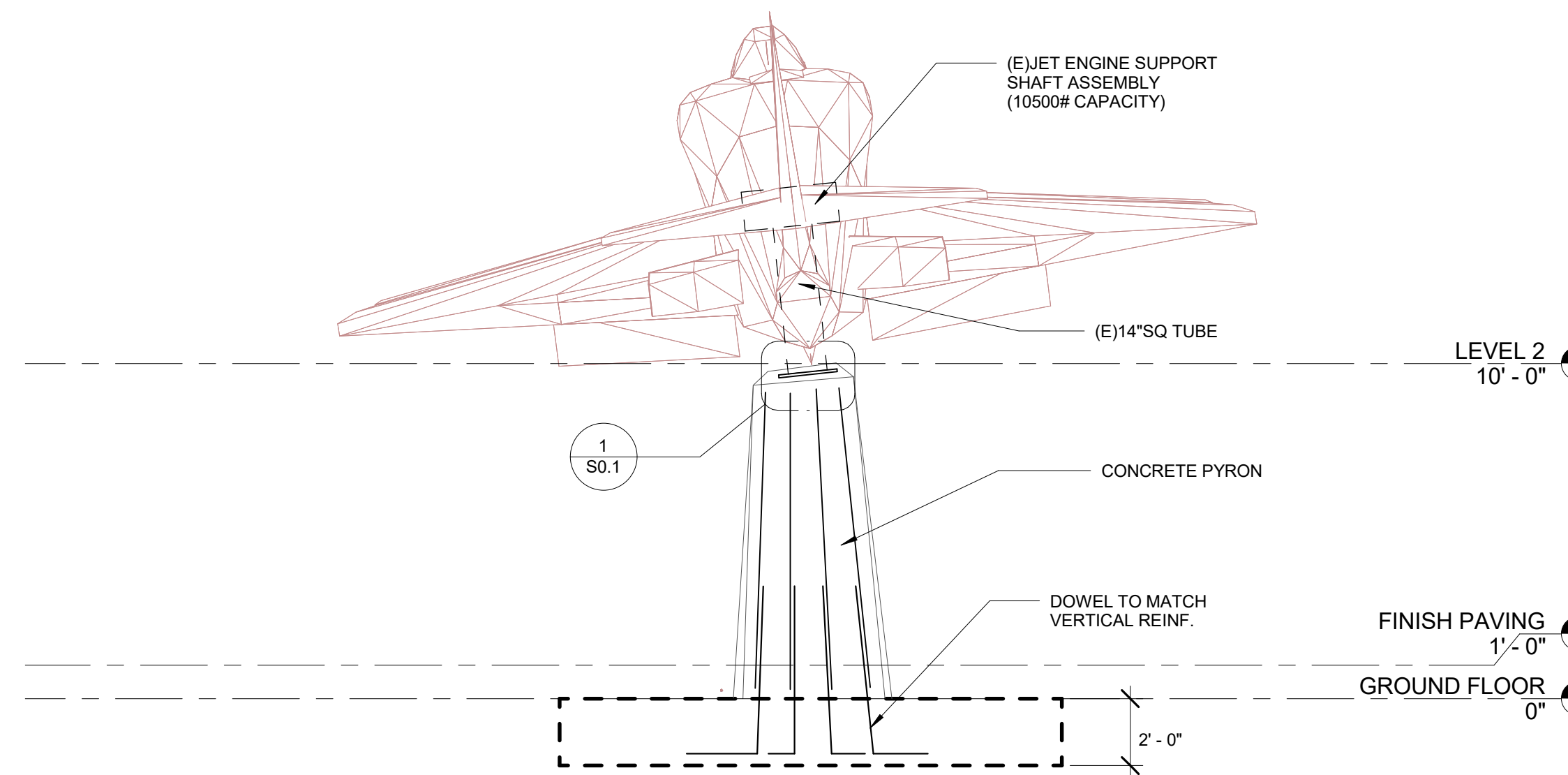
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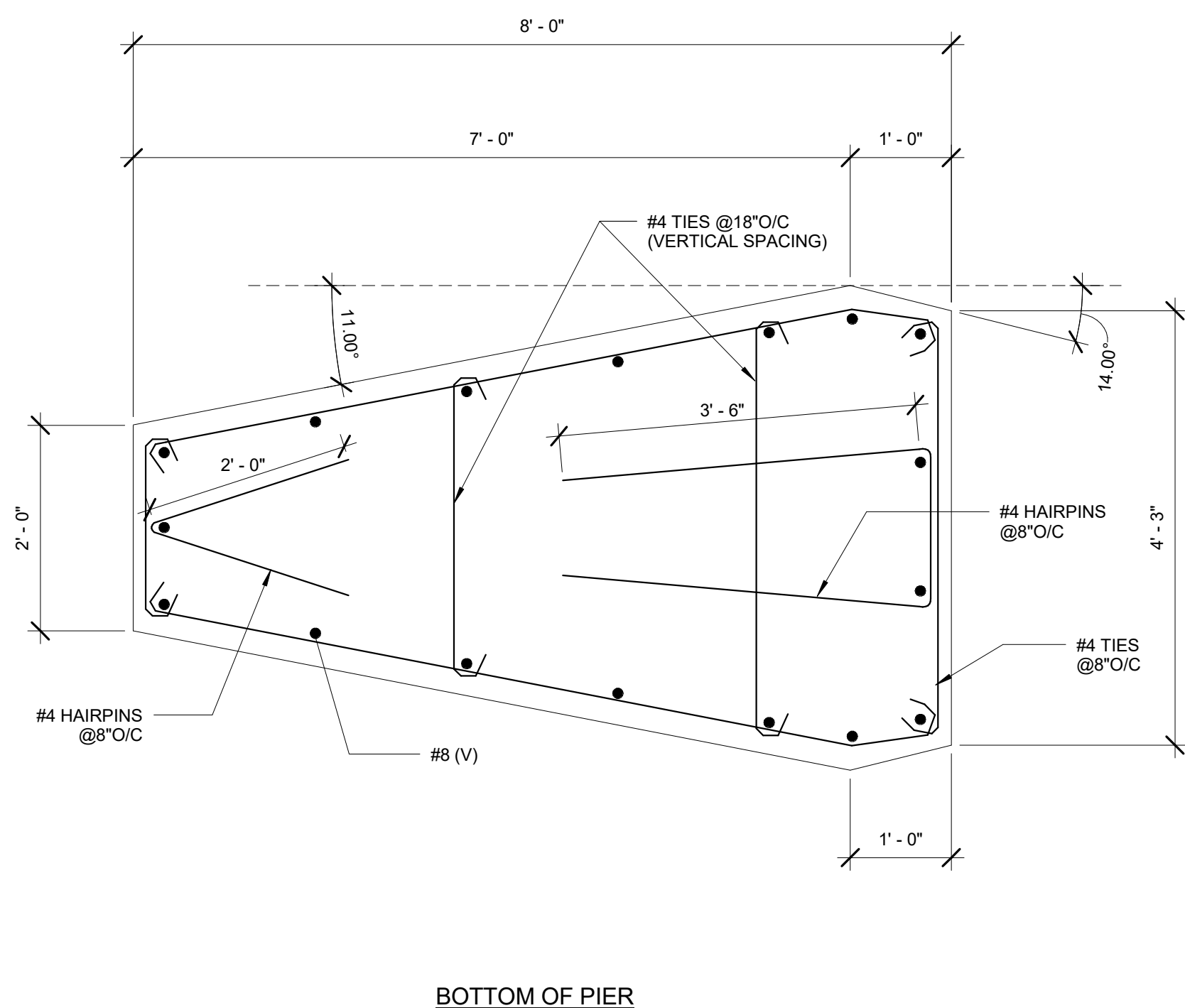
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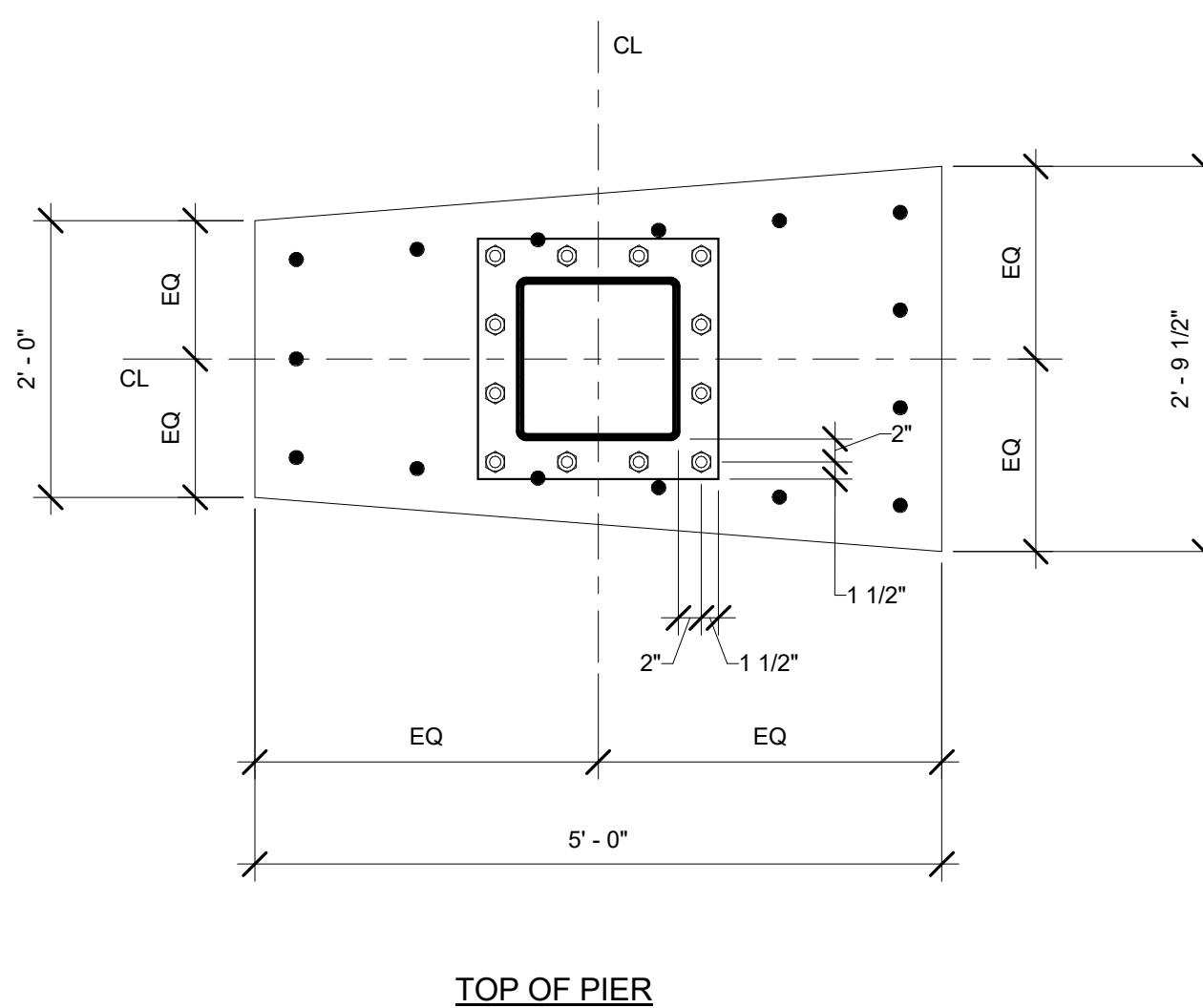
4 WEST ELEVATION
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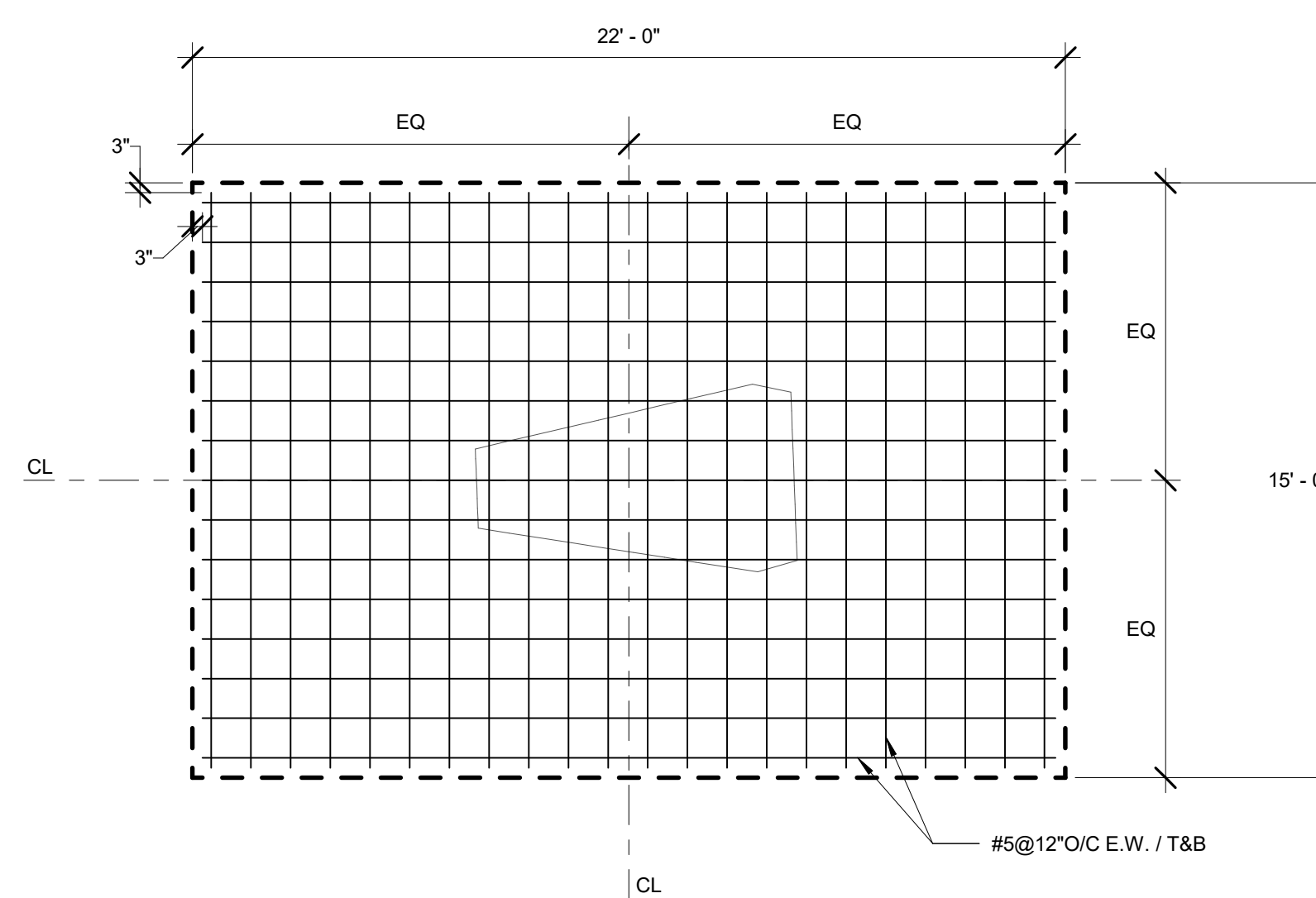
3 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 TOP & BOTTOM PIER PLAN
SCALE: 3/4" = 1'-0"



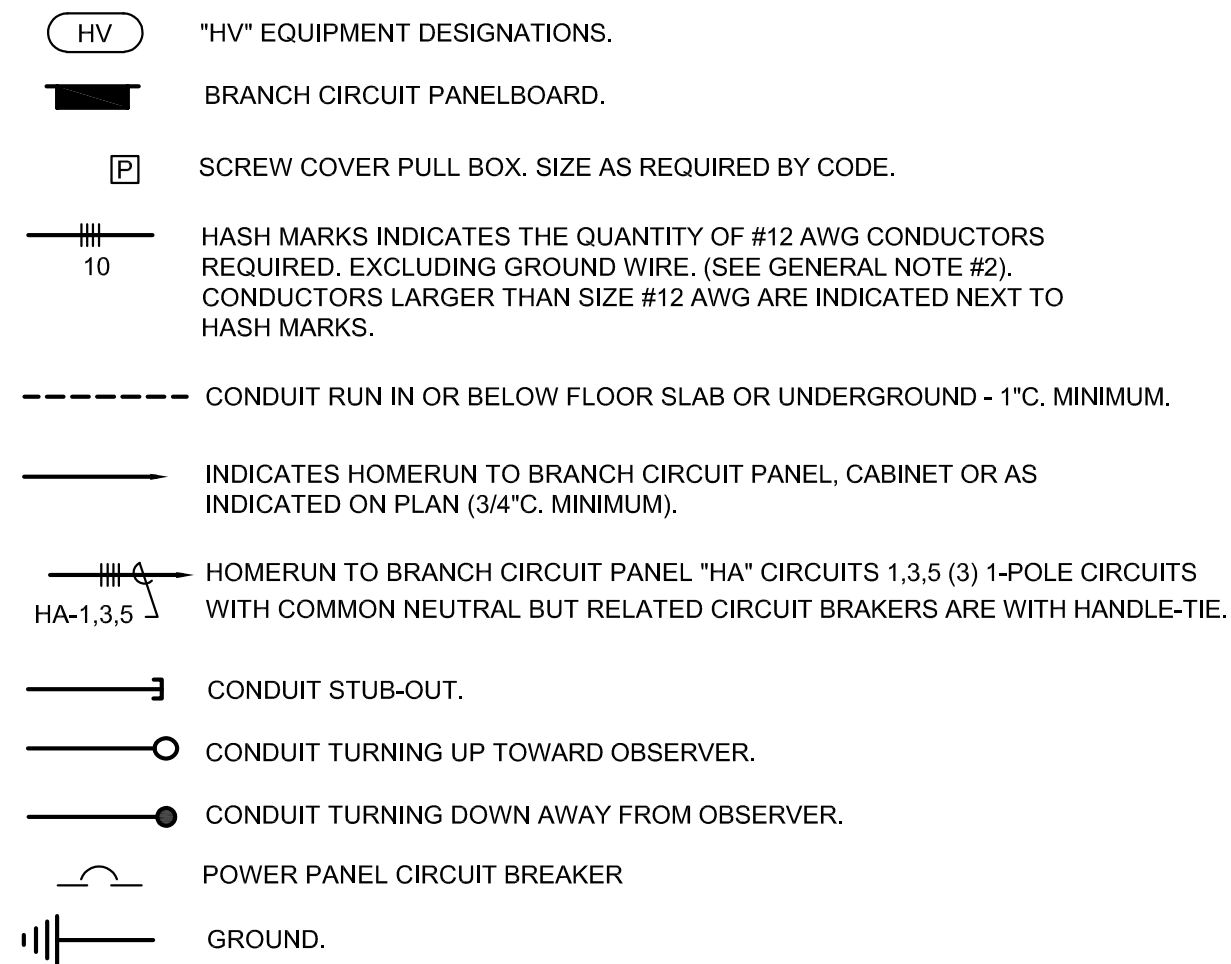
1 FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



GENERAL NOTES:

- FOR PURPOSES OF CLEARNESS AND LEGIBILITY, THE ELECTRICAL DRAWINGS ARE ESSENTIALLY DIAGRAMMATIC. THE SIZE AND LOCATION OF EQUIPMENT IS SHOWN TO SCALE WHEREVER POSSIBLE. VERIFY ALL CONDITIONS.
- INSTALL REQUIRED EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS. SIZE PER C.E.C. EQUIPMENT GROUNDING CONDUCTOR SHALL BE GREEN.
- LOCATIONS SHOWN ON THE ARCHITECTURAL DRAWINGS TAKE PRECEDENCE OVER THOSE SHOWN ON THE ELECTRICAL DRAWINGS. COORDINATE WITH OTHER TRADES FOR ADDITIONAL INFORMATION, EQUIPMENT LOCATION, MOUNTING HEIGHTS, MOUNTING REQUIREMENTS AND MAKE FINAL CONNECTIONS TO ALL ELECTRICAL EQUIPMENT.
- PROVIDE TEMPORARY ELECTRICAL SERVICE SUITABLE TO CONDUCT CONSTRUCTION OPERATIONS AND OWNER'S NEEDS FOR CONTINUOUS SERVICE AND OPERATIONS
- SEAL ALL PENETRATIONS THROUGH FIRE RATED WALLS, CEILINGS, FLOORS, ETC., TO MAINTAIN THE FIRE RATING. FURNISH AND INSTALL FIRE RATED ENCLOSURES FOR ALL EQUIPMENT PENETRATING INTO FIRE RATED ENVELOPES, SPACES, ETC.
- IN ADDITION TO JUNCTION BOXES INDICATED ON DRAWINGS, INSTALL JUNCTION BOXES AND PULL BOXES FOR CABLE SPLICES, CABLE PULLING AND CONNECTIONS NECESSARY FOR THE INSTALLATION OF A COMPLETE OPERATING SYSTEM.
- OUTLET BOXES AND PANELS INSTALLED IN FIRE RATED WALLS AND CEILINGS SHALL NOT EXCEED 100 SQUARE INCHES FOR ANY 100 SQUARE FEET OF WALL OR CEILING AREA. INDIVIDUAL OUTLET BOXES OR FIXTURES SHALL BE STEEL AND NOT GREATER THAN 16 SQUARE INCHES.
- CONTRACTOR TO OBTAIN AND PAY FOR ALL PERMITS NECESSARY INCLUDING INSPECTION FEES AS REQUIRED BY LOCAL AGENCIES HAVING JURISDICTION.
- DO NOT CUT OR DAMAGE ANY STRUCTURAL MEMBER UNLESS SPECIFICALLY DETAILED ON AND APPROVED BY ARCHITECT AND STRUCTURAL ENGINEERS.
- THE TERM PROVIDE, WHEN USED IN THE CONTEXT OF THE DIVISION 26 DRAWINGS AND SPECIFICATIONS IS DEFINED AS 'FURNISH(ED) AND INSTALL(ED)'.
- ALL ELECTRICAL EQUIPMENT FIXTURES & MATERIALS ARE NEW UNLESS OTHERWISE NOTED.

POWER AND WIRING DISTRIBUTION



ABBREVIATIONS

A	AMPERES
C.W.	COLD WATER
DET.	DETAIL
DIA.	DIAMETER
DISC.	DISCONNECT
DWG	DRAWING
EA	EACH
ELEC	ELECTRIC OR ELECTRICAL
E.H.	ELECTRICALLY HELD
ETC.	ETCETERA
EQUIP. EXIST.	EQUIPMENT EXISTING
FDR.	FEEDER
FIXT.	FIXTURE
FLA	FULL LOAD AMPERES
GEN	GENERATOR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
JB	JUNCTION BOX
TYP	TYPICAL
U.G.	UNDERGROUND
U.O.N.	UNLESS OTHERWISE NOTED
V	VOLT
VA	VOLT AMPERES
V.D.	VOLTAGE DROP
W	WATTS OR WIRE OR WIDE
W/	WITH
W/O	WITHOUT
W.P.	WEATHERPROOF
X	EXISTING TO REMAIN

DIV. 16 ELECTRICAL

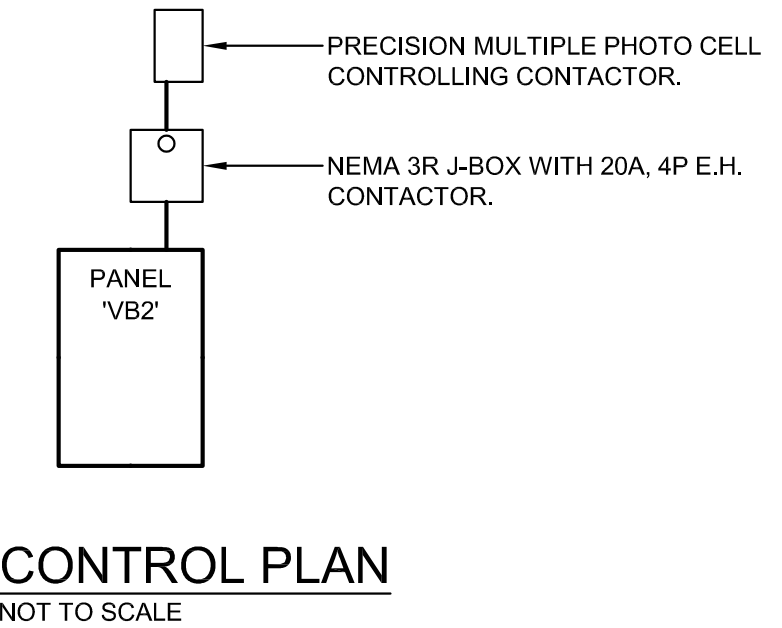
- I. SCOPE
CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR AND EQUIPMENT ETC. AS REQUIRED FOR INSTALLATION OF A COMPLETE ELECTRICAL SYSTEM WHICH SHALL OPERATE ACCORDING TO THE ESTABLISHED PRACTICES OF THE TRADE AND STATE AND LOCAL GOVERNING CODES, BUT NOT LIMITED TO THE FOLLOWING
- II. PRODUCTS
- FIXTURES, EQUIPMENT AND APPLIANCES, AS INDICATED ON DRAWINGS.
 - WIRING, CONTRACTOR'S RECEPTACLES.
 - TEMPORARY POWER, JUNCTION BOXES, CONDUIT, ETC.
 - FURNISH AND INSTALL G.F.I. FOR OUTLETS INSTALLED OUTDOOR.
 - ALUMINUM WIRE SHALL NOT BE USED.
 - ALL PRODUCTS AND MATERIALS SHALL BE LISTED BY A RECOGNIZED LABORATORY.
- III. EXECUTION
- CONTRACTOR SHALL COMPLY WITH APPROPRIATE CITY AGENCY AND SHALL COMPLY WITH ALL LOCAL CODES AND THE STANDARDS.
 - CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS TO COMPLETE WORK.

SHEET INDEX

- E0.1 ELECTRICAL COVER SHEET
- E1.1 LIGHTING PLAN

APPLICABLE CODES AND STANDARDS

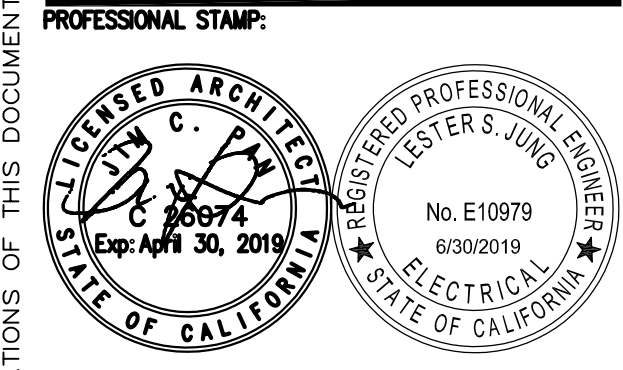
2016 CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.
 2016 CALIFORNIA BUILDING CODE PART 2, TITLE 24 C.C.R.
 2016 CALIFORNIA ELECTRICAL CODE, PART 3, TITLE 24 C.C.R.
 2016 CALIFORNIA ENERGY CODE, PART 6, TITLE 24, C.C.R.
 2016 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24, C.C.R.
 2016 CALIFORNIA GREEN BUILDING STANDARD CODE
 2017 LA CITY ELECTRICAL CODE



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ITEM NO.	REVISIONS/ISSUE	DATE

OWNER:
OC FAIR & EVENT CENTER
 88 FAIR DRIVE
 COSTA MESA, CA 92626



APPROVALS:

PROJECT TITLE:
 A-4 SKYHAWK MONUMENT
 88 FAIR DR
 COSTA MESA, CA
 92626

SHEET TITLE:
 ELECTRICAL COVER SHEET

DATE: 04/04/19
SCALE: NO SCALE
DRAWN/DESIGNED BY: /
CHECKED BY: /

JOB NO: CA2006
CAD FILE: 19006_E0.1.dwg
SHEET NO:

EXISTING

VOLTAGE	120/208	3-, 4W	PANEL	VB2		LOCATION	ELEC. ROOM	
BUS AMPS	200					TOP FEED	<input type="checkbox"/> SURFACE MTG. <input checked="" type="checkbox"/>	
MAIN BREAKER	<input type="checkbox"/>	A.F.				BOTTOM FEED	<input checked="" type="checkbox"/> FLUSH MTG. <input type="checkbox"/>	
LUGS ONLY	<input checked="" type="checkbox"/>					REMARKS		

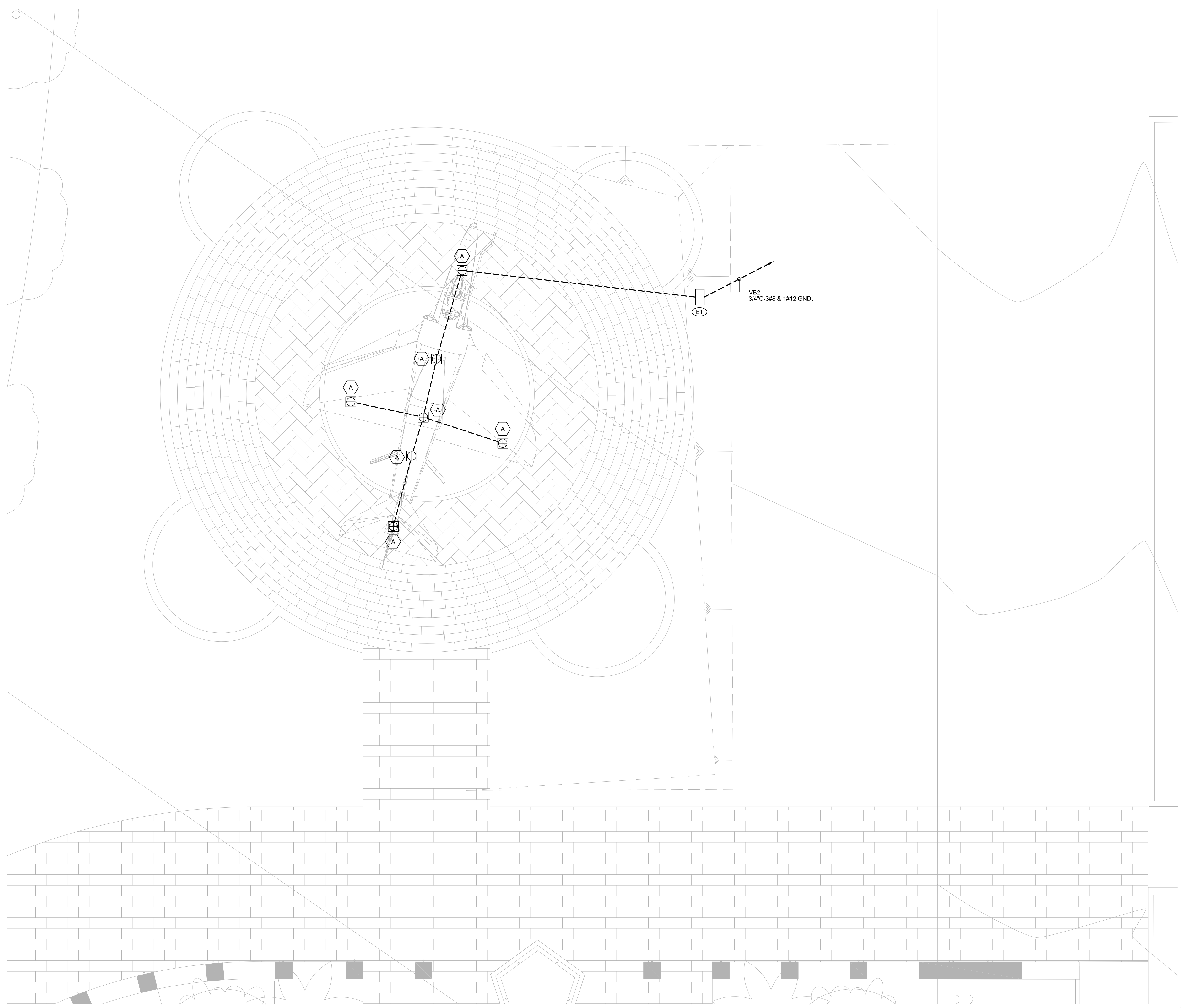
DESCRIPTION	VOLT-AMPS			L C	OUTLETS			C B	BUS			C K	OUTLETS			L C	VOLT-AMPS			DESCRIPTION
	A	B	C		L	R	M		A	B	C		L	R	M		A	B	C	
SPARE								20A-1P	1				20A-1P							SPARE
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									42											
SUB TOTALS	0	0	0																	SUB TOTALS
CONN. PHASE TOTAL:	A	0	B	0	C	0	CONN. PANEL TOTAL	0	VA,	MAX. CONN. LINE CURRENT	0	AMPS								
(KVA) PANEL TOTAL	0.00			+ L.C.L. (.25)	0.00	=	0.00	KVA,	BALANCED CURRENT	0	AMPS,	DESIGN LOAD								

TYPE	DESCRIPTION	INPUT VA	LAMPS			MOUNTING	MANUFACTURER & CATALOG NO.	REMARKS
			NO.	WATTS	TYPE			
A								
B								
C								
D								
E								
F								

S&K ENGINEERS
 421 East Huntington Drive
 Monrovia, California 91016
 P: 626.930.1383 F: 626.930.1385
 JOB No. 19006

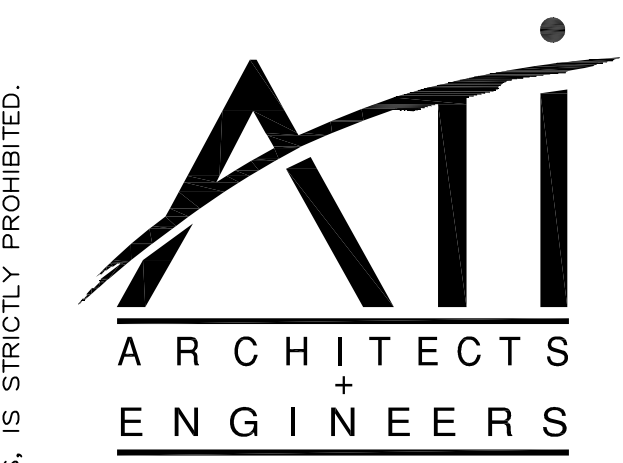
E0.1

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KEYNOTES

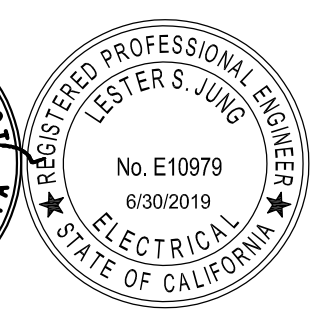

- ① JENSEN #HN1222 12" x 22" PRECAST CONCRETE BOX, 12"D WITH HN1222L01 CONCRETE BOLT DOWN LID.



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ITEM	REVISIONS/ISSUE	DATE

OWNER: 
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PROFESSIONAL STAMP:



APPROVALS:

PROJECT TITLE:
**A-4
 SKYHAWK
 MONUMENT**
 88 FAIR DR
 COSTA MESA, CA
 92626

SHEET TITLE:
LIGHTING PLAN

DATE: 04/04/19
 SCALE: AS NOTED
 DRAWN/DESIGNED BY: /
 CHECKED BY: /
 JOB NO: CA2006
 CAD FILE: 19006_E1.1.dwg
 SHEET NO:



421 East Huntington Drive
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 P: 626.930.1383 F: 626.930.1385
 JOB No. 19006

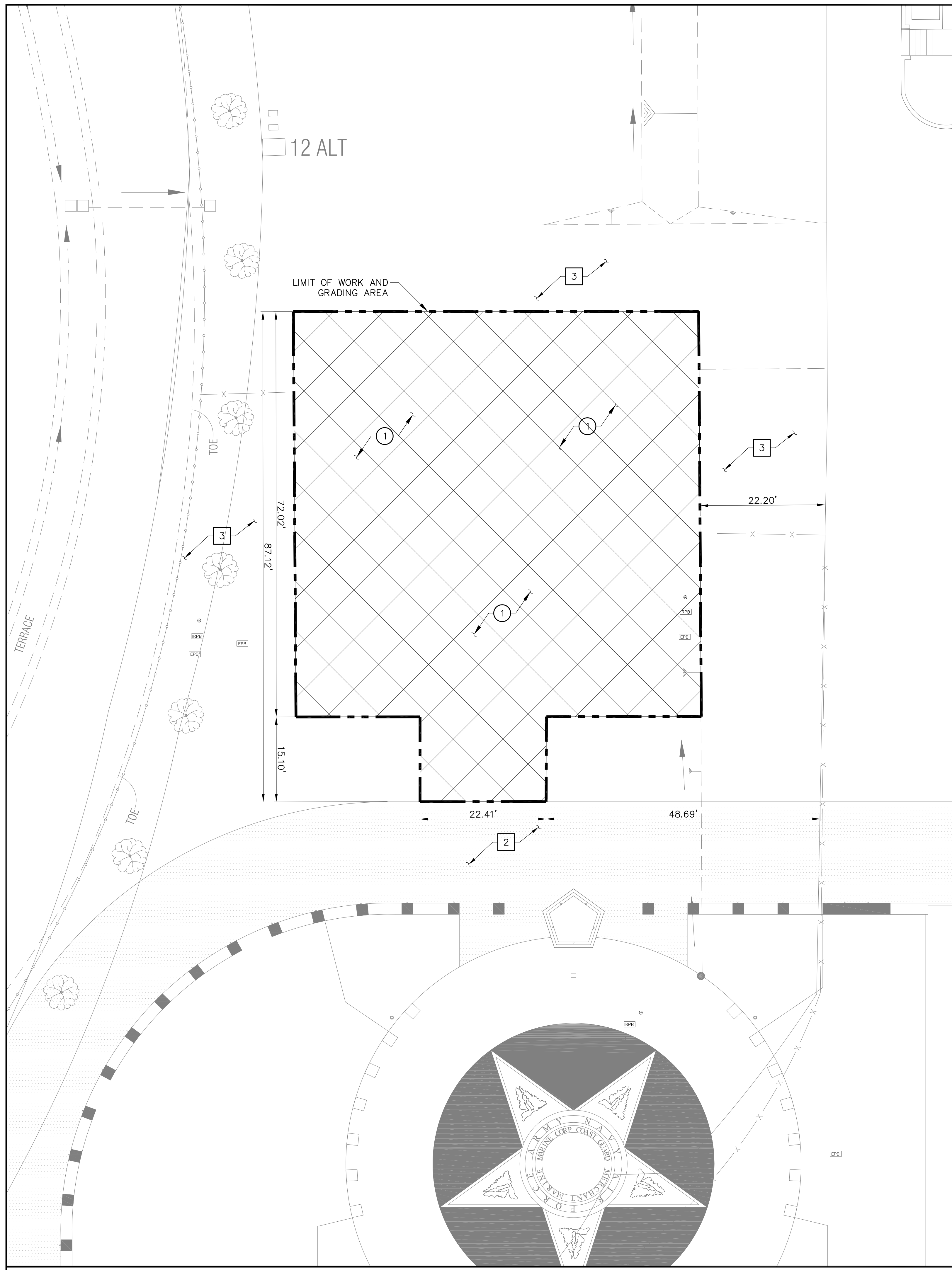


LIGHTING PLAN

SCALE: 3/16"=1'-0"

E1.1

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REMOVAL NOTES:

① CLEAR, GRUB, AND REMOVE EXISTING TURF AND ROOTS IN THEIR ENTIRETY.

PROTECT IN PLACE NOTE:

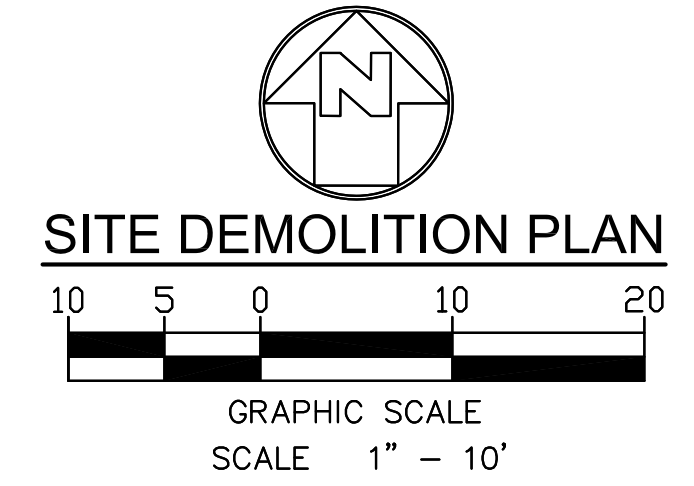
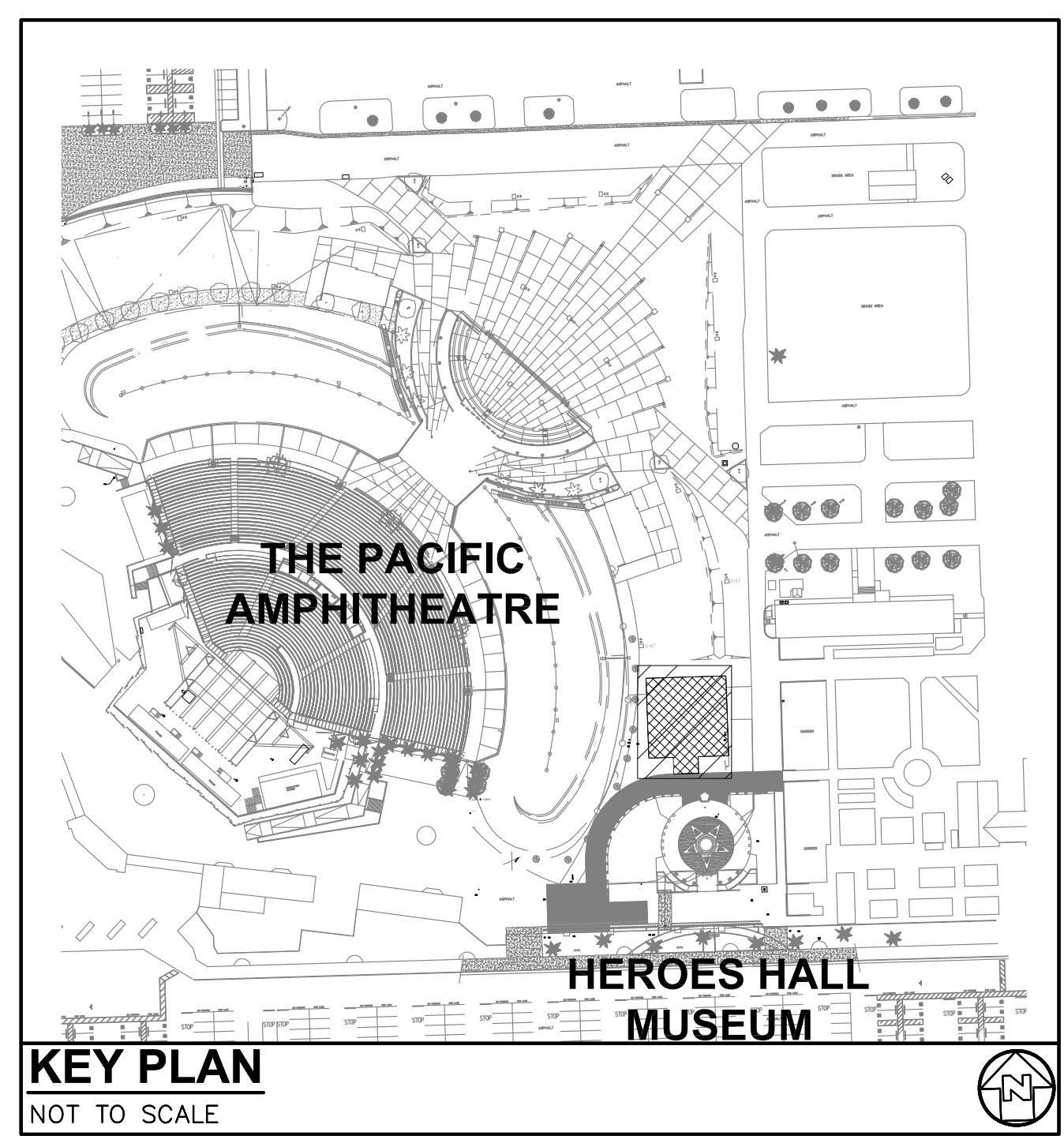
- ① PROTECT IN PLACE EXISTING UTILITY PULL BOX.
- ② PROTECT IN PLACE EXISTING BRICK PAVING.
- ③ PROTECT IN PLACE EXISTING LANDSCAPE/PLANTER AREA.

LEGENDS:

CLEAR, GRUB, AND REMOVE EXISTING TURF AND ROOTS IN THEIR ENTIRETY.

SHEET NOTES:

1. FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEETS C-1.0.
2. REFER TO ARCHITECTURAL DRAWINGS FOR OTHER SITE DIMENSIONS AND IMPROVEMENTS NOT SHOWN ON THIS DRAWING.

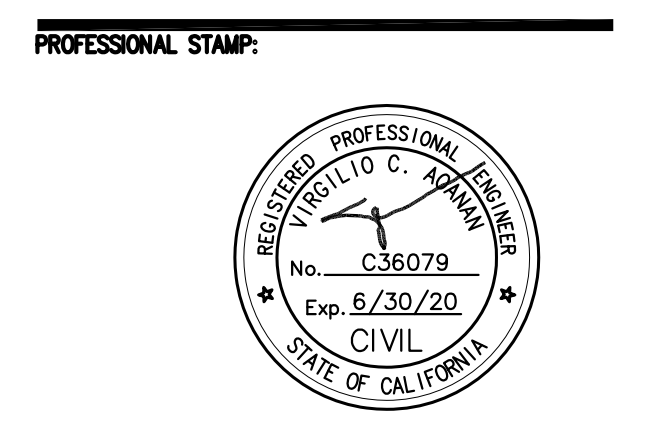


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ITEM:	REVISIONS/ISSUE:	DATE:

OWNER:

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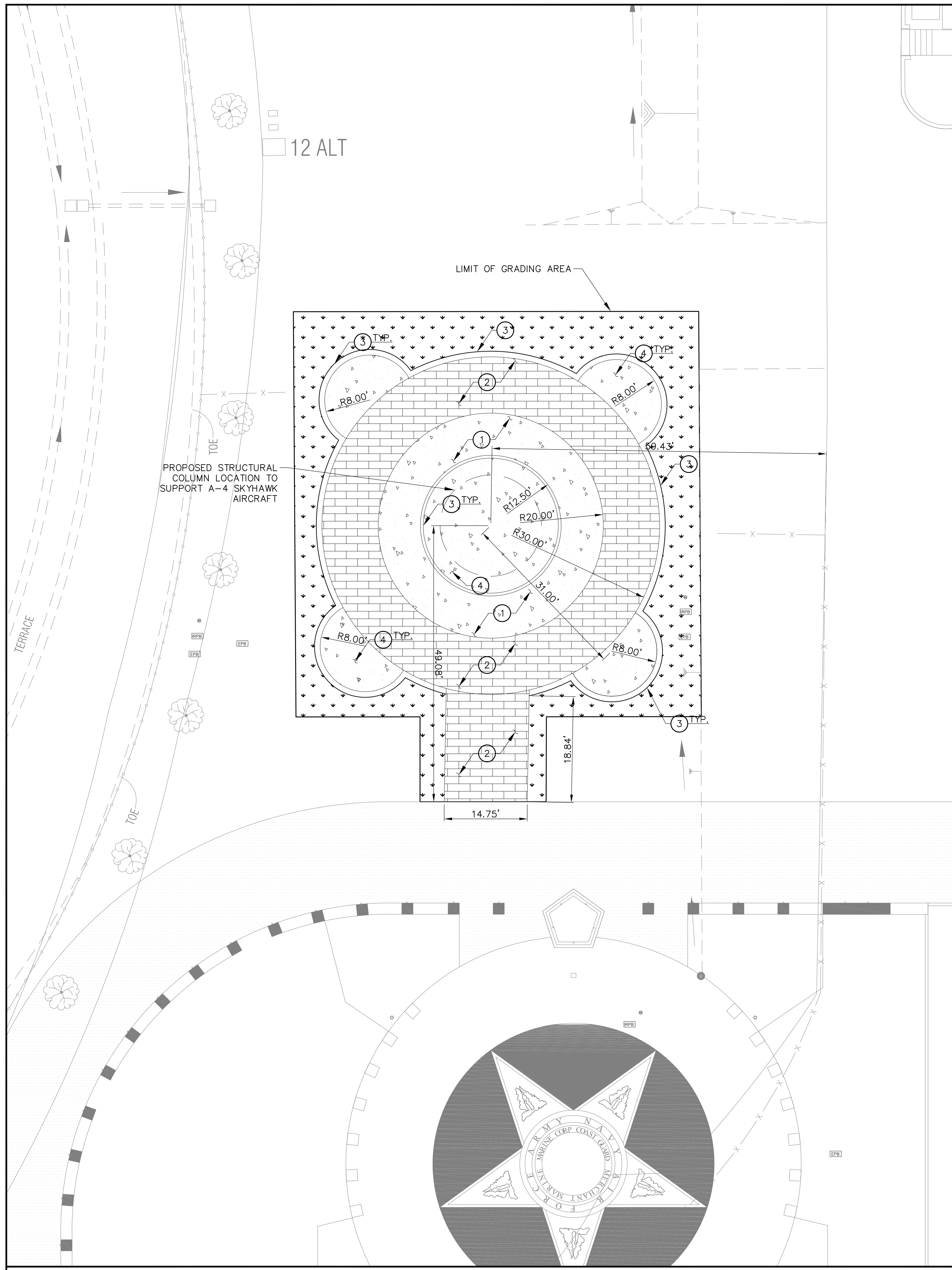


PROJECT TITLE:
 A-4 SKYHAWK MONUMENT
 88 FAIR DR
 COSTA MESA, CA 92626

SHEET TITLE:
 SITE DEMOLITION PLAN

DATE: 03/25/19
 SCALE:
 DRAWN/DESIGNED BY: / CHECKED BY: /
 JOB NO: CA2006
 CAD FILE: CD-1.0-DP.dwg
 SHEET NO:

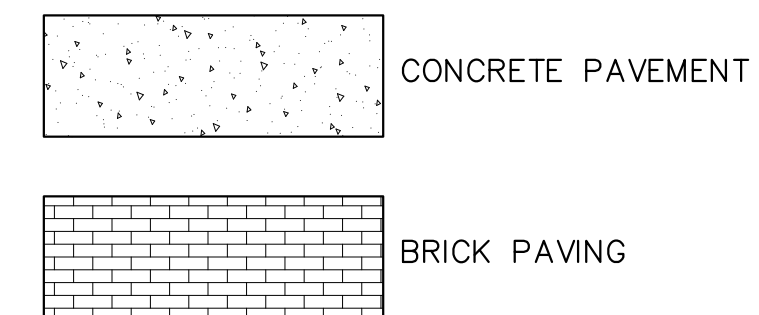
CD-1.0



CONSTRUCTION NOTES:

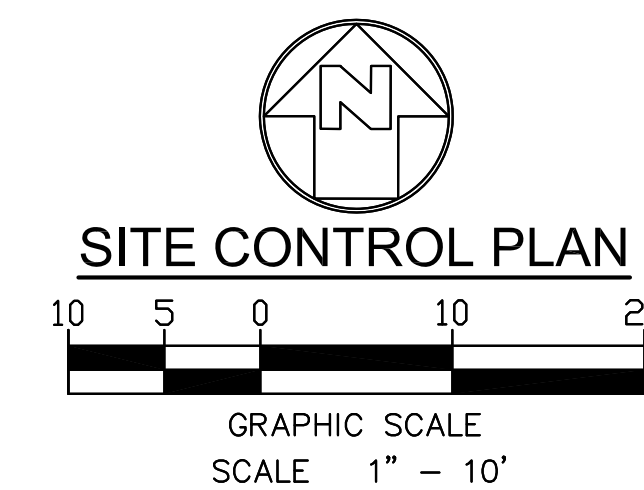
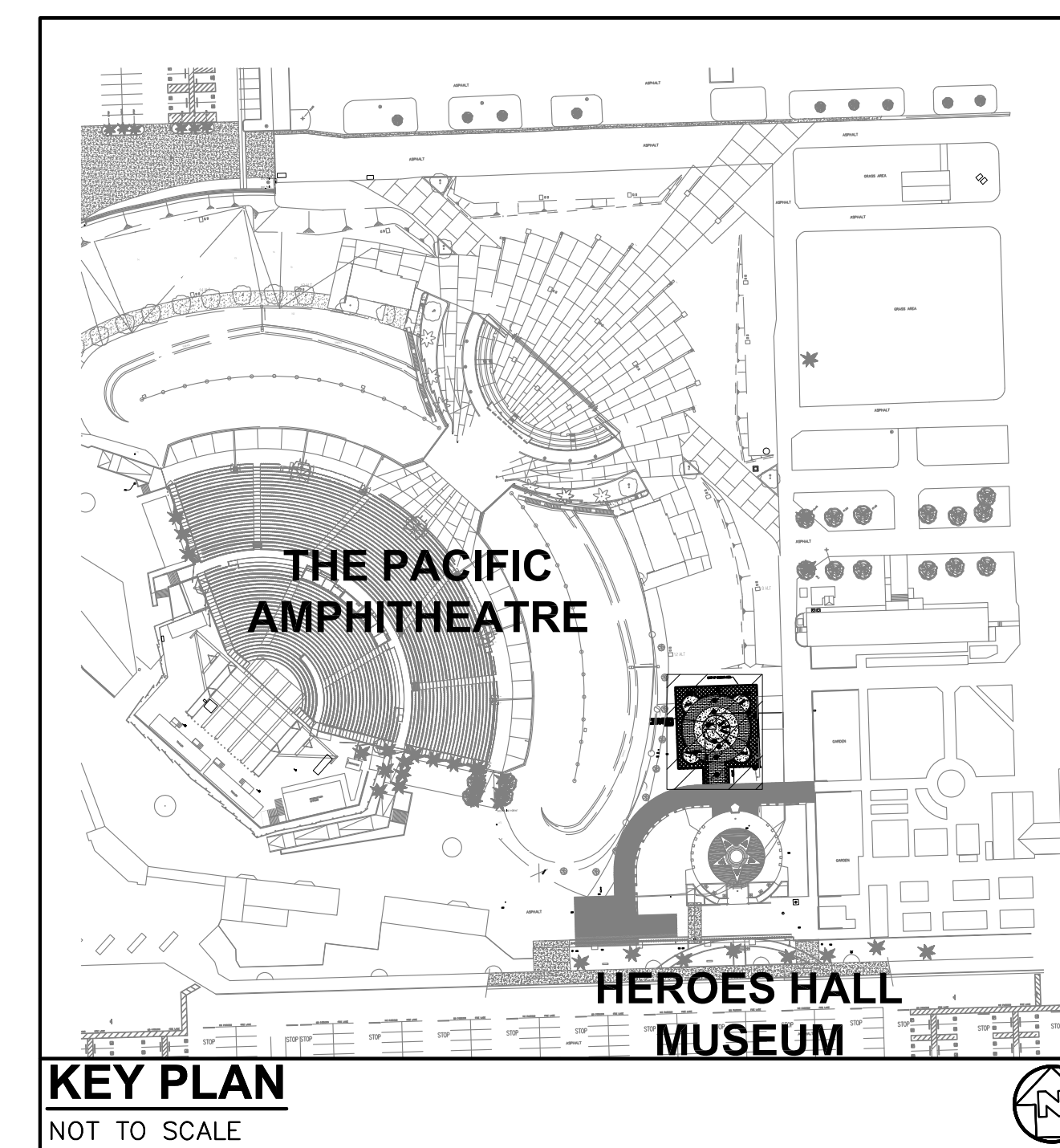
- ① 4" THICK CONCRETE PAVEMENT OVER 4" BASE PER DETAIL 1 ON SHEET C-4.0.
- ② NEW BRICK PAVING PER ARCHITECTURAL DRAWINGS.
- ③ CONSTRUCT 1' CONCRETE CURB AND PLATFORM PER ARCHITECTURAL DRAWINGS.
- ④ CONSTRUCT CONCRETE PAD PER ARCHITECTURAL DRAWINGS.

LEGENDS:



SHEET NOTES:

1. FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEETS C-1.0.
2. REFER TO ARCHITECTURAL DRAWINGS FOR OTHER SITE DIMENSIONS AND IMPROVEMENTS NOT SHOWN ON THIS DRAWING.

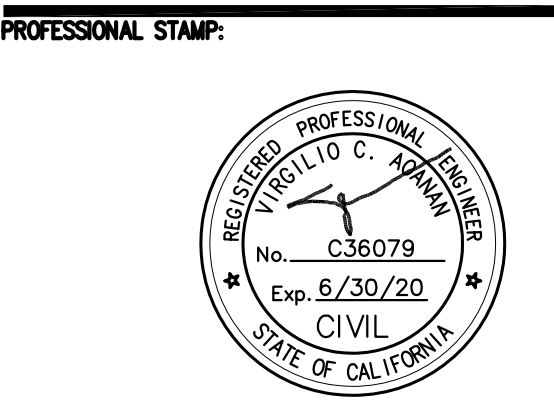


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ITEM: REVISIONS/ISSUE:	DATE:



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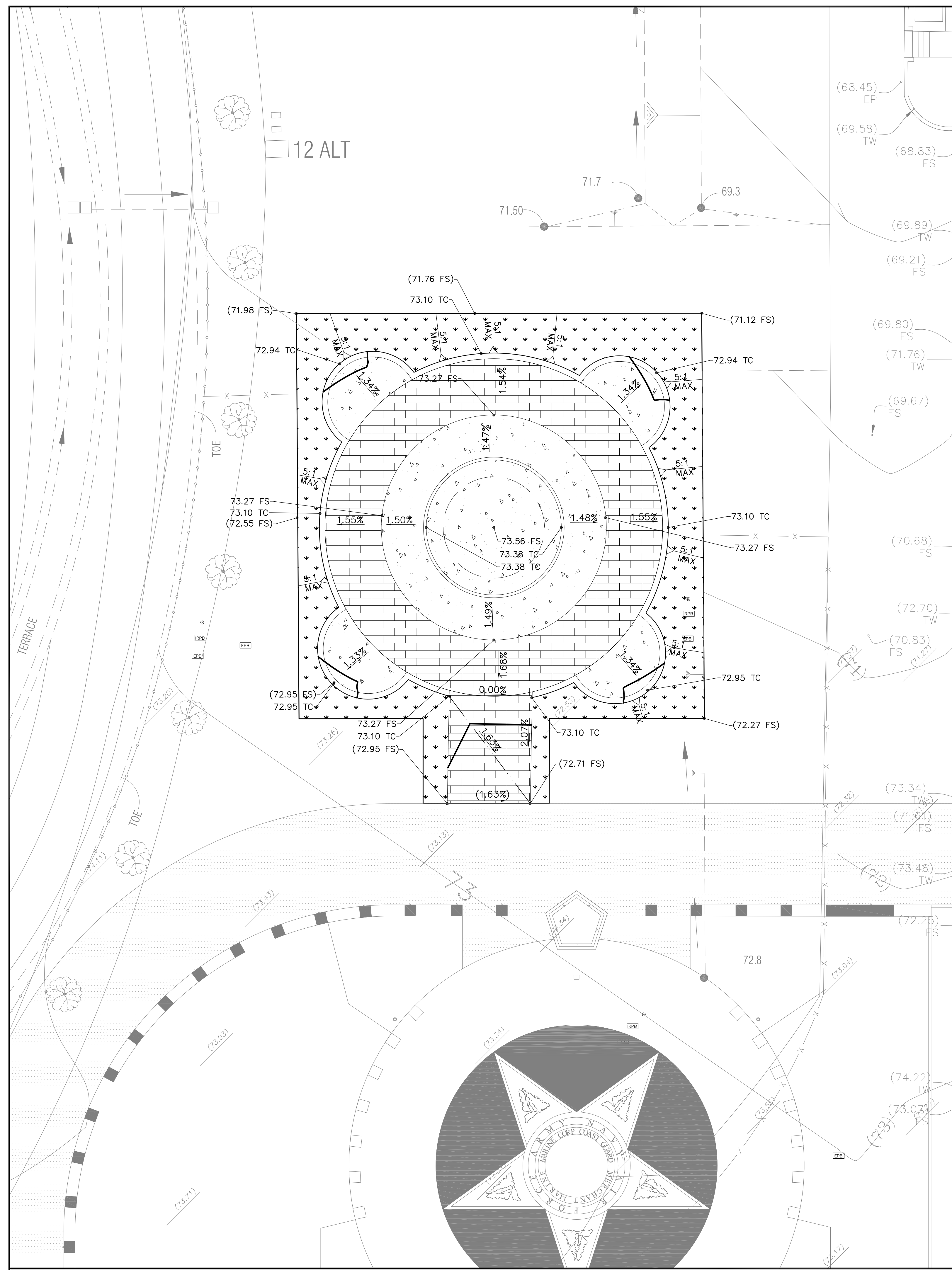


PROJECT TITLE:
 A-4
 SKYHAWK
 MONUMENT
 88 FAIR DR
 COSTA MESA, CA
 92626

SHEET TITLE:
 SITE CONTROL
 PLAN

DATE: 03/25/19
SCALE:
DRAWN/DESIGNED BY:
CHECKED BY:
JOB NO: CA2006
CAD FILE: C-2.0-SP.dwg
SHEET NO:

C-2.0



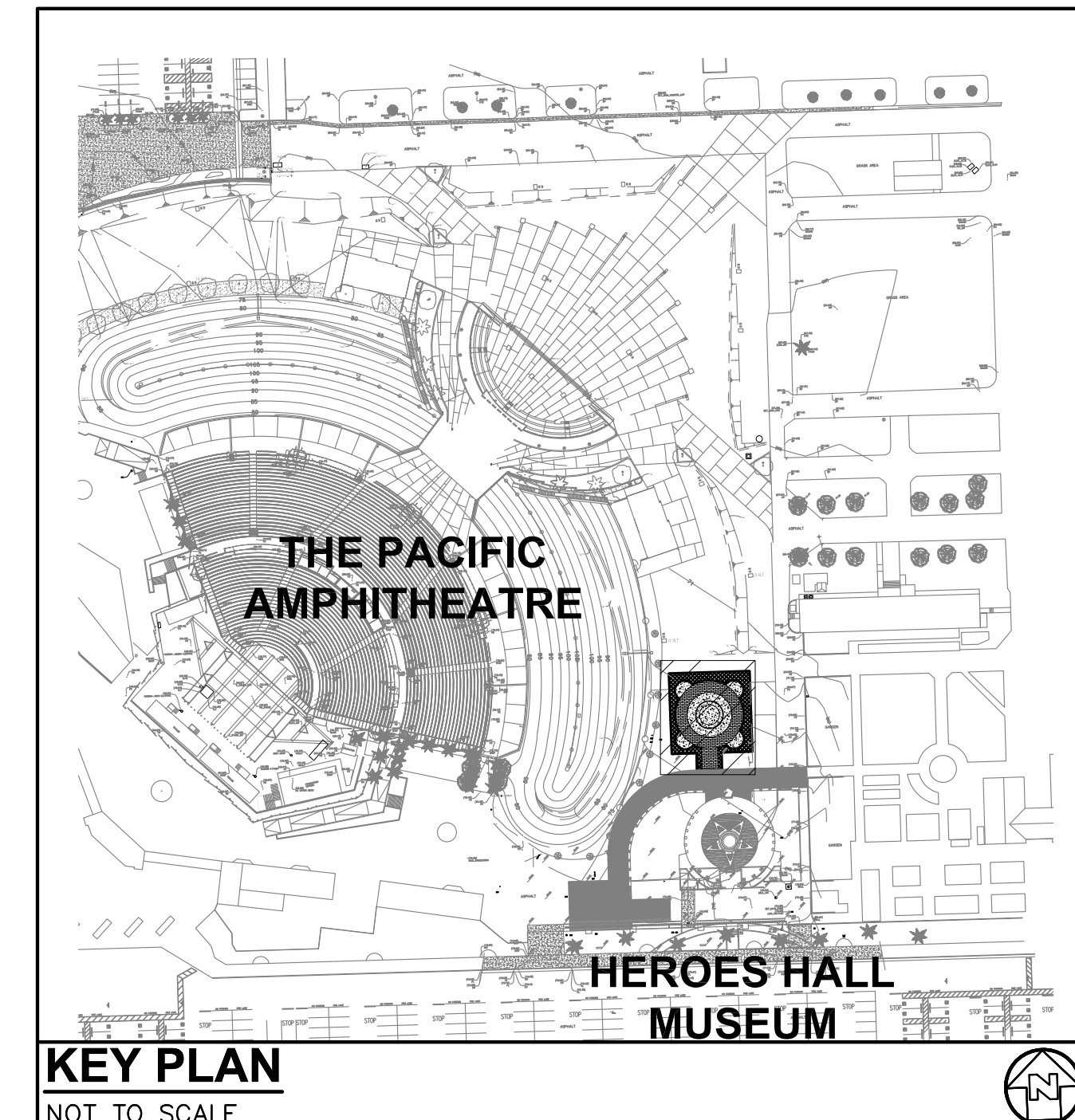
ESTIMATED EARTHWORK

CUT: 25 CY
 FILL: 100 CY
 NET: 75 CY (FILL)

1. THE ESTIMATED QUANTITIES PROVIDED ABOVE ARE FOR REFERENCE ONLY TO BE USED FOR JURISDICTIONAL PLAN CHECKING AND PERMITTING PURPOSES ONLY.
2. ESTIMATED EARTHWORK ABOVE IS BASED ON DESIGN FINISH GRADES TO EXISTING GRADES IN SURVEY. THE ESTIMATED EARTHWORK DOES NOT CONSIDER THE THICKNESS OF EACH PAVEMENT MATERIAL, FOUNDATION AND SLAB ON GRADE VOLUMES, THE REMOVAL OF ANY UNSUITABLE MATERIAL, AND THE REMOVAL OF EXISTING BASEMENTS, PITS, VAULTS, TOP SOIL OR VEGETATION.
3. THE ESTIMATED EARTHWORK QUANTITIES DO NOT INCLUDE SHRINKAGE FACTORS DUE TO COMPACTION OR ANY OVER EXCAVATION QUANTITIES.
4. THE CONTRACTOR SHALL CALCULATE HIS OWN EARTHWORK QUANTITIES NECESSARY FOR HIS BID AND WORK. VCA IS NOT RESPONSIBLE AND LIABLE FOR THE CONTRACTOR'S EARTHWORK CALCULATIONS.
5. ESTIMATED EARTHWORK QUANTITIES ABOVE ASSUME THAT ALL ON-SITE MATERIALS ARE SUITABLE FOR BACKFILLING. HOWEVER, ACTUAL EXISTING ON-SITE MATERIALS AND IMPORTED MATERIALS MUST FIRST BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO INSTALLATION, REMOVAL, OR REPLACEMENT.
6. THE ESTIMATED EARTHWORK QUANTITIES DO NOT INCLUDE OVEREXCAVATION.

GRADING NOTES:

1. CONSTRUCT DESIGN GRADES SHOWN ON PLAN. CONSTRUCT STRAIGHT GRADES BETWEEN INDICATED ELEVATIONS UNLESS INTERRUPTED BY A GRADE CHANGE LINE.
2. CONTRACTOR SHALL RECOMPACT THE TOP 12" OF THE PAVING SUB GRADE TO 95% MAXIMUM RELATIVE DENSITY.
3. THE CONTRACTOR SHALL NOT BEGIN THE PAVING OPERATION UNTIL THE SUB GRADE HAS BEEN APPROVED BY THE GEOTECHNICAL ENGINEER OF RECORD.
4. THE CONTRACTOR IS ADVISED THAT THE APPROVAL OF THIS PLAN DOES NOT WAIVE THE REQUIREMENTS FOR EXCAVATIONS CONTAINED IN THE STATE CONSTRUCTION SAFETY ORDERS ENFORCED BY THE STATE DIVISION OF INDUSTRIAL SAFETY.
5. NO FILL TO BE PLACED, UNTIL THE GEOTECHNICAL ENGINEER HAS INSPECTED AND APPROVED THE BOTTOM OF EXCAVATION.
6. ALL FILL OR BACK FILL SHALL BE COMPACTED BY MECHANICAL MEANS TO A MINIMUM 95% RELATIVE COMPACTION AS DETERMINED BY THE ASTM D-1557. ALL FILL INSTALLATION SHALL REQUIRE CERTIFICATION BY THE GEOTECHNICAL ENGINEER PRIOR TO FOUNDATION INSTALLATION.



SITE GRADING PLAN

 10 5 0 10 20

 GRAPHIC SCALE

 SCALE 1" = 10'

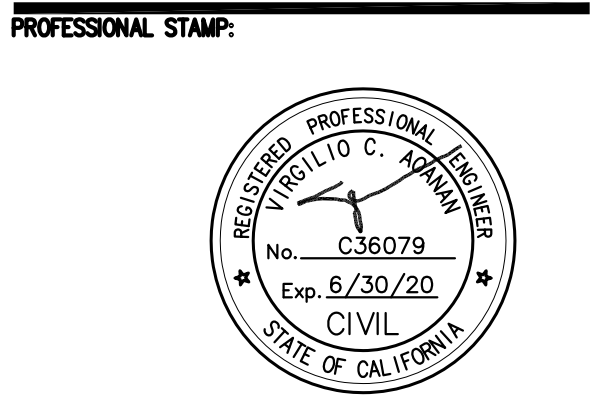


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ITEM:	REVISIONS/ISSUE:	DATE:



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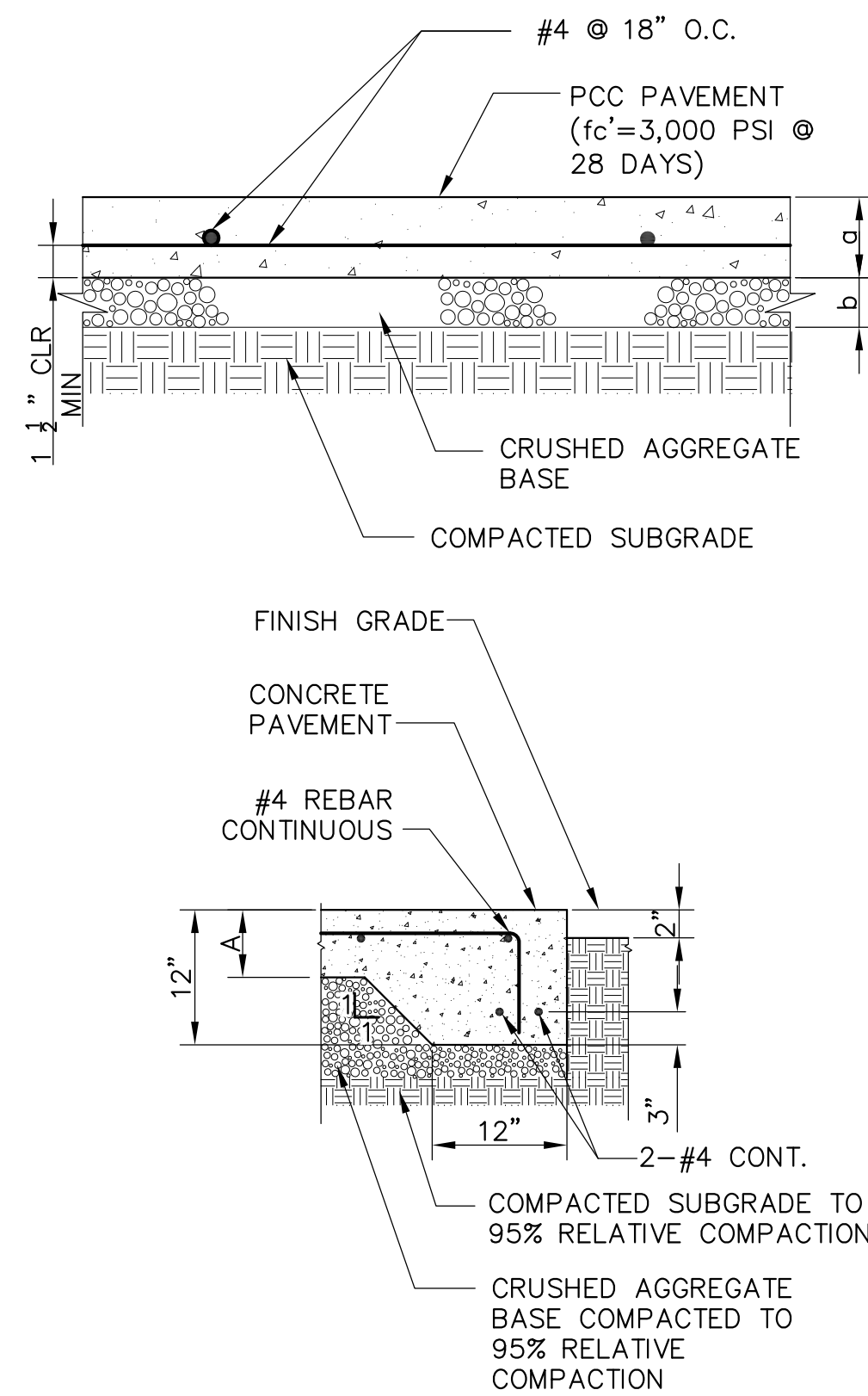


PROJECT TITLE:
A-4 SKYHAWK MONUMENT
 88 FAIR DR
 COSTA MESA, CA 92626

SHEET TITLE:
SITE GRADING PLAN

DATE: 03/25/19
 SCALE:
 DRAIN/DESIGNED BY: /
 CHECKED BY: /
 JOB NO: CA2006
 CAD FILE: C-3.0-CP.dwg
 SHEET NO:

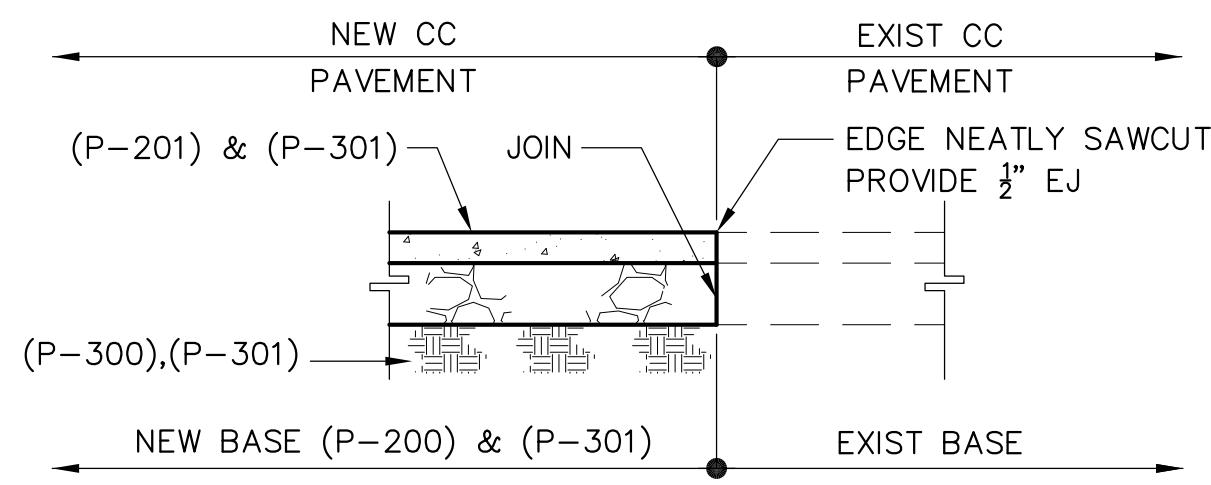
LOCATION	CONCRETE PAVEMENT	CRUSHED AGGREGATE BASE
	THICKNESS "A"	THICKNESS "B"
NON TRAFFIC	4"	4"



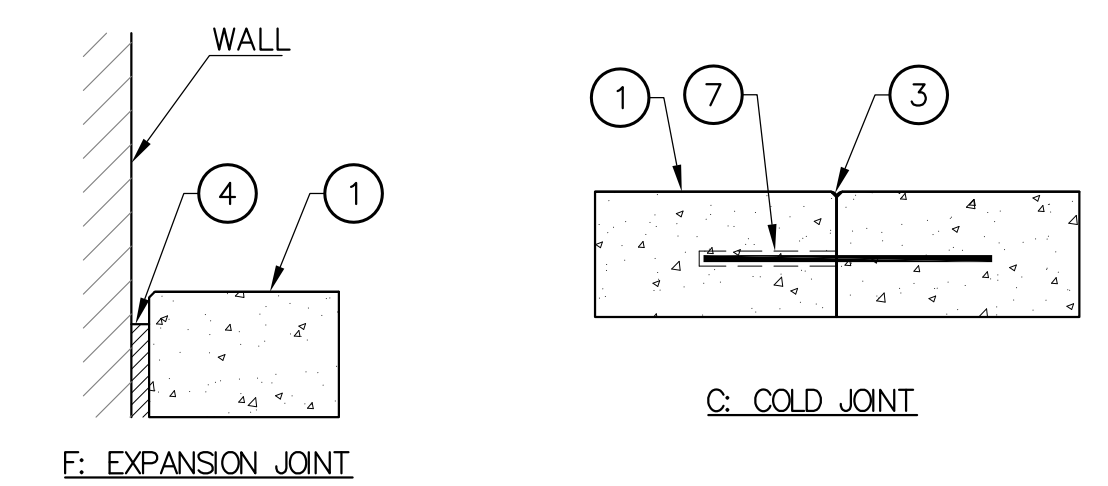
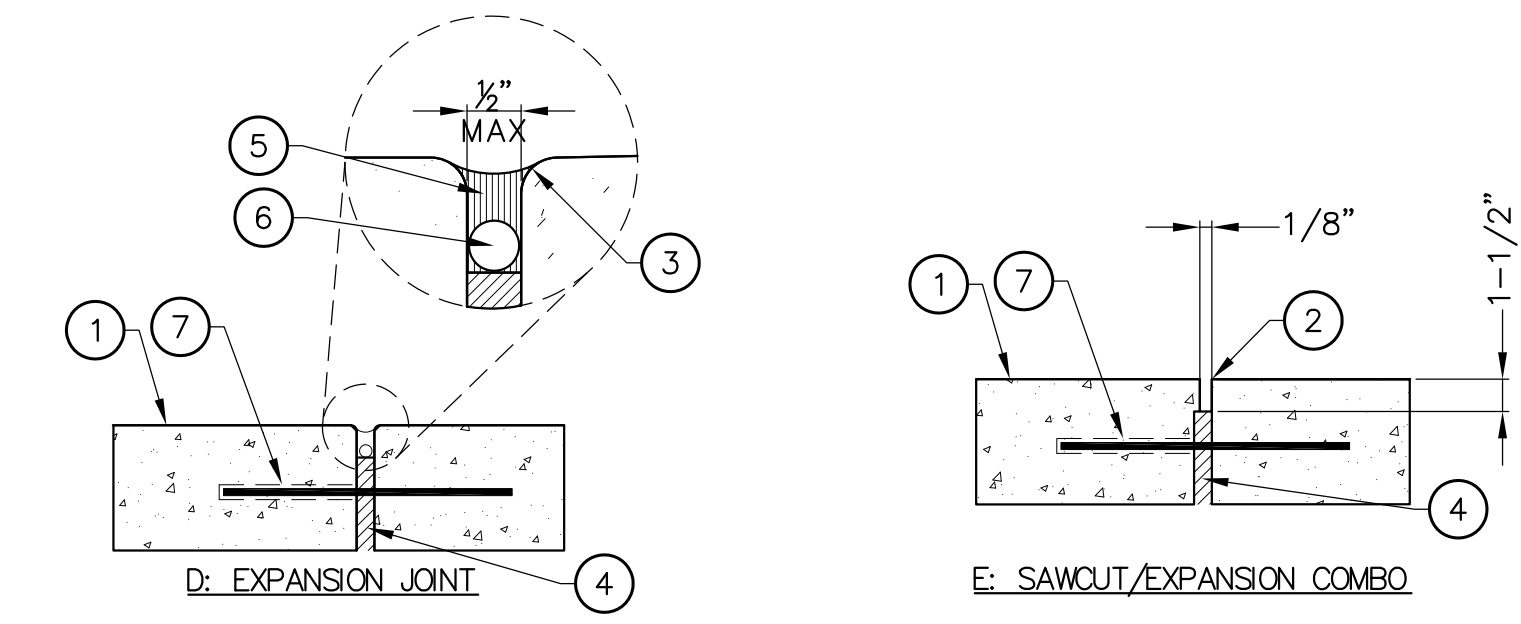
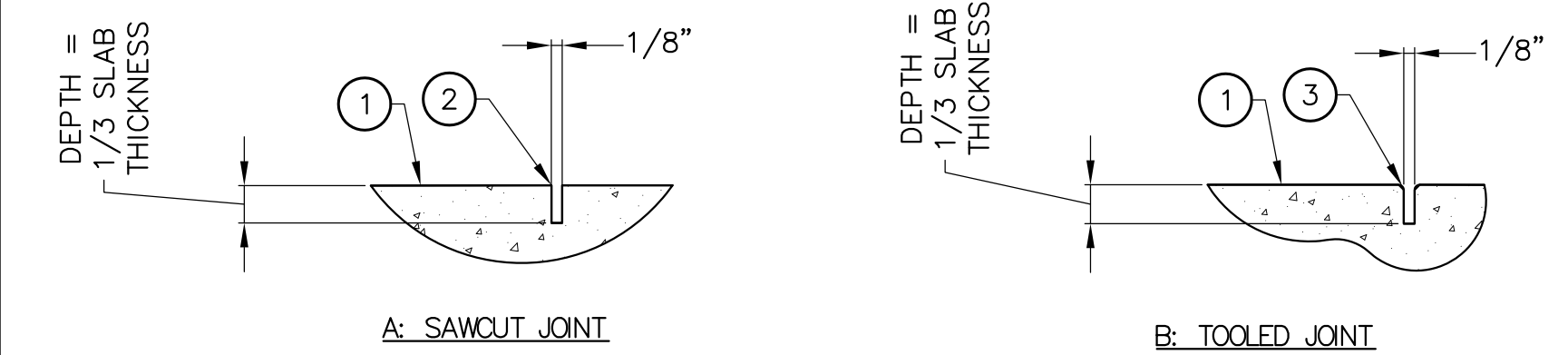
EDGE OF RIGID PAVEMENT

NOTES:

1. CONCRETE, $f_c' = 3000$ psi @ 28 DAYS. FOR TRAFFIC ONLY.
2. REBARS, $f_y = 60,000$ psi ASTM AG15.
3. FOR WPJ CONSTRUCTION JOINTS AND PATTERN, REFER TO ARCHITECTURAL DRAWINGS AND SPECIFICATIONS.
4. PAVING SHALL HAVE A MEDIUM BROOM FINISH ON ALL SURFACES LESS THAN 6% AND A HEAVY BROOM FINISH ON ALL SURFACES GREATER THAN 6%.
5. CONCRETE, $f_c' = 3000$ PSI @ 28 DAYS. FOR NON TRAFFIC.
6. REFER TO DETAIL 2 ON THIS SHEET FOR PAVEMENT TRANSITION DETAIL.
7. REFER TO DETAIL 3 ON THIS SHEET FOR JOINT DETAIL.



2 TRANSITION DETAIL
SCALE: NOT TO SCALE



LEGEND

1. PAVING FINISH SURFACE.
2. SAWCUT.
3. 1/4" R. @ EDGES. TYP.
4. PREMOLDED E.J. FILLER.
5. JOINT SEALANT. COLOR TO BE SELECTED BY LANDSCAPE ARCHITECT. SUBMIT COLOR SAMPLES PRIOR TO INSTALLATION.
6. BACKER ROD.
7. 18" #4 REBAR W/ 'SPEED DOWEL' @ 36" OC, CENTER IN CONC. AT COLD JOINTS & E.J.'S
8. CONTROL JOINTS 20 O.C MAX.
9. CONTRACTOR TO SUBMIT SHOP DRAWINGS OF CONTROL JOINT AND EXPANSION JOINT LAYOUT.

1 CONCRETE SIDEWALK SECTION
SCALE: NOT TO SCALE

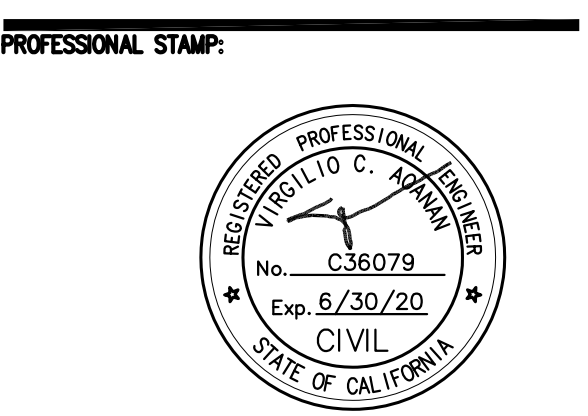
3 JOINT DETAIL
SCALE: NOT TO SCALE



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ITEM: REVISIONS/ISSUE:	DATE:

OWNER: OC FAIR & EVENT CENTER
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PROJECT TITLE:
A-4 SKYHAWK MONUMENT
 88 FAIR DR
 COSTA MESA, CA 92626

SHEET TITLE:
MISCELLANEOUS DETAIL

DATE: 03/25/19
 SCALE:
 DRAWN/DESIGNED BY: / CHECKED BY:
 JOB NO: CA2006
 CAD FILE: C-4.0-MD.dwg
 SHEET NO:

C-4.0



Board of Directors Agenda Report

MEETING DATE: APRIL 25, 2019 ITEM NUMBER: 9F

SUBJECT: Review and Approve Providing Event Space and Related Event Expenses, at No Charge, to the City of Costa Mesa for Their 2019 Independence Day Celebration on July 3, 2019

DATE: April 19, 2019

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

ACTION ITEM

At the Board of Directors' discretion, authorize an amount not to exceed **\$20,000.00** to ensure sufficient funds have been allocated for staff to work with the City of Costa Mesa to co-sponsor the City of Costa Mesa's July 3rd Independence Day Celebration.

BACKGROUND

The Costa Mesa City Council recently voted on and approved hosting a City-sponsored Independence Day celebration on July 3, 2019 providing \$10,000 from the City's 2018-2019 contingency funding towards event costs. The City will actively be seeking private sponsorships to cover any additional costs to host this event.

The City is requesting that the event be held at the OC Fair & Event Center (OCFEC) and that OCFEC co-sponsor this event and provide the following services at no charge:

Event Space – Use of Hussong's in the OC Market Place footprint and surrounding parking lot for entertainment and vendors.

Parking – Parking for attendees would be provided at no charge.

Staffing and Equipment – Provide all staffing and equipment necessary for set-up, event day and event tear-down.

Based on the estimated attendance of 1,500 people, the estimated cost to waive these expenses for the July 3rd event are:

\$1,000 – Event Space Rental for Hussongs

\$6,750 – Parking based on half of the attendees needing parking – (1,500 divided by 2 – 750 cars at \$9.00)

\$5,500 – Estimated for staffing and equipment rental

**The staffing and equipment rental estimate is based on the 2017 July 3rd event that the City of Costa Mesa hosted at OCFEC. The City paid for these services in 2017.*

\$13,250.00 –preliminary 2019 event estimate

These costs are only estimates and would vary depending on attendance and final planning details. In addition to the 2017 event costs, for the 2019 event, the City is requesting that Heroes Hall be open and part of the celebration.

In exchange for OCFEC sponsoring the Community Independence Day Event, we would receive signage recognition as well as promotional opportunities through city resources to promote the 2019 OC Fair as well as at the event itself.



CITY COUNCIL AGENDA REPORT

MEETING DATE: APRIL 16, 2019

ITEM NUMBER: NB-3

SUBJECT: FUNDING ALLOCATION FOR A COMMUNITY INDEPENDENCE DAY EVENT TO PROMOTE PUBLIC SAFETY AND RESPONSIBLE FIREWORK USE

DATE: April 10, 2019

FROM: CITY MANAGER'S OFFICE/ADMINISTRATION

PRESENTATION BY: JOHN STEPHENS, MAYOR PRO TEM

FOR FURTHER INFORMATION CONTACT: JENNIFER CHRIST AT (714) 754-5347

RECOMMENDATION:

Staff recommends that the City Council provide direction regarding the following:

1. Approve a centrally located City-sponsored Independence Day celebration on July 3, 2019 in partnership with the Hero's Hall Veterans Foundation, Travel Costa Mesa, and the Orange County Fair on location at the Orange County Fair and Event Center. (Attachment 1)
2. Authorize \$10,000 in Fiscal Year 2018-2019 contingency funding to cover event expenses.
3. Authorize the Acting City Manager to accept all monetary donations for this event and execute related budget adjustments recognizing and appropriating the donations for use towards this event.
4. Authorize City staff to assist with the preparation and implementation of the July 3, 2019 event.

BACKGROUND/ANALYSIS:

In early 2017, Council Member Stephens held a community forum discussing the history of fireworks in Costa Mesa. Suggestions and comments from the community included:

- Citizens, for the most part, support legal firework sale and discharge as these sales support local youth groups
- An increase in fines for illegal firework discharge is necessary
- Costa Mesa needs a central location for a safe community celebration/display

- Revenue for youth groups must be considered before major changes are made to the policy
- Undercover enforcement should be considered

On April 18, 2017, a report was presented to City Council for the creation of a City-sponsored Fourth of July celebration to promote public safety. The City Council:

- (1) Approved moving forward with the coordination of a centrally located City-sponsored Fourth of July celebration to promote public safety in partnership with the Hero's Hall Foundation and Spectra Entertainment Inc. on location at the Orange County Fair and Event Center;
- (2) Allocated \$50,000 in new revenue and expenditures for FY2016-2017 to cover event costs on the conditions that all of the \$50,000 sponsorship monies will be raised from private sponsorships by May 15, 2017, and the City will commit on moving forward once the \$50,000 is raised; and
- (3) Approved a proactive campaign to inform citizens that the City will be vigorously enforcing its prohibition against the discharge of illegal fireworks and seeking the maximum penalty for such violations.

On July 4, 2017, the City of Costa Mesa hosted an Independence Day celebration event at the Orange County Fairgrounds, through private sponsorship and donations raised by Council Member Stephens. The event featured live music and games that included a rib-eating contest and inflatables. The event also featured representation by the LA Chargers, City giveaways, food, drinks (including beer and wine), and goods sold by more than twenty OC Marketplace vendors, and of course a firework display to cap off the evening. Staff estimated that the event was attended by approximately 1,000 people.

In 2018, Councilmember Stephens brought forth the event for re-approval, but the City Council did not support it and no event took place. In 2019, Mayor Pro Tem Stephens seeks approval of the event and full participation by councilmembers in promoting and developing the event.

2019 Independence Day Celebration

Mayor Pro Tem Stephens requests that the Council authorize \$10,000 for a pyrotechnic display and community event on the Fairgrounds property scheduled for the evening of July 3, 2019. These funds will be used to reimburse the Fairgrounds for labor costs for part-time staff, for a sound technician for the audio system, and for City staff involved in planning and execution of the event. City staff time involved in the planning and execution of the event is estimated to approximate an additional \$6,000.

Event sponsors/underwriters will also be solicited for the event as a way to underwrite the event costs and the programs listed below, which in 2017 totaled approximately \$48,000, including:

- \$25,000 for the pyrotechnic display

- \$20,000 in labor costs related to Fair staff utilization – A request has been made to the Fair to waive some of these costs in exchange for recognition as a co-host or co-sponsor of the event alongside the City.
- \$5,000 in labor and equipment costs for audio equipment for stage

Additional programming for 2019 to include:

- Live Musical Performance
- Inflatables
- City of Costa Mesa Mobile Recreation Program

If authorized, Mayor Pro Tem Stephens is requesting City staff work with the OC Fair staff to assist in event and entertainment coordination. Mayor Pro Tem Stephens is also seeking assistance with some minor graphic design work for flyers and advertising along with the necessary staff time to coordinate and manage the event. Any sponsors will be featured on the promotional materials. Mayor Pro Tem Stephens has already secured pledges for sponsorships in the amount of \$15,500 for the event. In 2017, there were in excess of \$50,000 in sponsors. Hopefully, other councilmembers will pursue sponsorship opportunities.

The board of Travel Costa Mesa has voted to support the event with a contribution of \$10,000 towards event costs as this concert, pyrotechnic show, and family event will constitute a kickoff to the long holiday weekend for attendees. The board will also support with marketing, and voiced support for helping secure external contributions towards the event in addition to the \$10,000 contribution from Travel Costa Mesa.

The vision for the event is to once again open Hero's Hall from 5pm-9pm to allow individuals to honor and recognize our Nation's Heroes. From 5pm-9pm, band(s) will be performing near the Hussong's concession area for event entertainment. Tijuana Dogs have been booked, subject to approval of this item. Spectra Inc. will be contacted to request they staff the venue and provide food and beverages, Marketplace vendors, and bounce houses. Art organizations within the City will also be invited to participate in a live art mural painting. Additionally, the event would include face-painting, crafts, and other yet-to-be-determined family-friendly activities. The event will culminate with a unique, made-to-be-quiet pyrotechnic display that will be more family-, pet-, and veteran-friendly than traditional fireworks displays, and which will comply with the City's and Fairground's noise ordinances. The display will take place at approximately 9:00pm. Hussong's will be open until midnight.

The genesis of the event was the 2017 community concern about fireworks and follow up meetings between Councilmember Stephens, Fire Chief Stefano, and Police Chief Sharpnack. The public safety nexus of the event is that if people attend the event, they will not be actively discharging illegal fireworks, at least while attending the event. Also, the event and promotions for it can be used to reinforce our messaging about zero tolerance for illegal fireworks. While the event is not the primary method for addressing illegal fireworks in Costa Mesa, it could improve that issue to some extent while providing a fun, free-admission, family-friendly kickoff to our Independence Day holiday.

FISCAL REVIEW:

A total of \$10,000 is requested to pay for event costs and approval for staff time currently estimated at approximately \$6,000. If approved, \$10,000 will be transferred from the General Fund contingency account to the FY 2018-2019 City Manager Department operating budget and staff will be authorized to plan and implement this event.

Staff is also recommending that the City Council authorize the Acting City Manager to accept all monetary donations for this event and execute related budget adjustments recognizing and appropriating the donations for use towards this event.

LEGAL REVIEW:

The City Attorney's office has reviewed this staff report and approved it as to form.

CONCLUSION:

Staff is requesting that the City Council provide direction to staff on the following:

1. Approve a centrally located City-sponsored Independence Day celebration on July 3, 2019 in partnership with the Hero's Hall Veteran Foundation, Travel Costa Mesa, and the Orange County Fair on location at the Orange County Fair and Event Center. (Attachment 1)
2. Authorize \$10,000 in Fiscal Year 2018-2019 contingency funding to cover event expenses.
3. Authorize the Acting City Manager to accept all monetary donations for this event and execute related budget adjustments recognizing and appropriating the donations for use towards this event.
4. Authorize City staff to assist with the preparation and implementation of the July 3, 2019 event.

JOHN B. STEPHENS
Mayor Pro Tem

CONNOR A. LOCK
Chief of Staff

TAMARA S. LETOURNEAU
Acting City Manager/Assistant City Manager

KELLY A. TELFORD, CPA
Finance Director

KIMBERLY HALL BARLOW
City Attorney

ATTACHMENTS:

1. [Map of proposed area](#)
2. [After Action Report 2017](#)
3. [After Action Report 2018](#)



Board of Directors Agenda Report

MEETING DATE: APRIL 25, 2019 ITEM NUMBER: 9G

SUBJECT: Review and Approve the Request for Proposal (RFP)
Scope of Work for the Board of Directors Governance
Consulting Services

DATE: April 19, 2019

FROM: Kathy Kramer. CEO

PRESENTATION BY: Director Andreas Meyer, Committee Chair, Board of Directors
Governing Policy Manual Review Ad Hoc Committee

ACTION ITEM

At the Board of Directors' discretion.

BACKGROUND

The Board of Directors Governing Policy Manual Review Ad Hoc Committee has begun the process of reviewing the Board of Directors' governance policies. As part of this review process, it was determined that an outside consultant should be engaged to help facilitate this process. The Board of Directors approved \$20,000 for this expense as part of the 2019 operating budget.

The Ad Hoc Committee has created a draft scope of work to secure the services of an outside consultant through the RFP process. Attached is the draft copy of the RFP for the Board of Directors' review. This draft RFP has been reviewed and edited by Josh Caplan, Deputy Attorney General. Once this draft RFP is approved by the Board of Directors, the Ad Hoc Committee will work with staff to release the RFP.

32ND DISTRICT AGRICULTURAL ASSOCIATION
***BOARD OF DIRECTORS GOVERNANCE CONSULTING
SERVICES***

HIGH SCORE

REQUEST FOR PROPOSAL

RFP NUMBER: BP-01-19

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

Date Issued: Monday, April 29, 2019

Sealed Bids must be received no later than, Wednesday, May 22, 2019, 11:00 a.m.

Clearly marked with the following:

BOARD OF DIRECTORS GOVERNANCE CONSULTING SERVICES

RFP NUMBER: BP-01-19

**32nd District Agricultural Association
OC Fair & Event Center/Administration Building
88 Fair Drive
Costa Mesa, CA 92626**

PROPOSALS SUBMITTED BY EMAIL FAX WILL NOT BE ACCEPTED

Contact Person: Kelly Vu

Email: RFP@ocfair.com

This person is the only authorized person designated by the District to receive communication concerning this RFP. Please do not attempt to contact any other person concerning this RFP. Oral communications of District officers and employees concerning the RFP shall not be binding on the District and shall in no way excuse the Bidder of the obligations set forth in the RFP. **Bidders should include the RFP Number referenced above in the subject line of all emails sent to RFP@ocfair.com.**

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PART I

DEFINITIONS

BIDDER/PROPOSER:	The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.
CFSA:	Refers to California Fairs Services Authority, a not-for-profit joint power authority (JPA) established to manage and administer workers' compensation, property and general liability self-insurance pools, related services and programs exclusively for California's fairs.
CONTRACTOR:	Refers to that Bidder selected by the District to provide the services set forth in this RFP. Terms can be used interchangeably.
DGS:	Refers to the "Department of General Services," State of California, located at: 707 Third Street, 7 th Floor West Sacramento, California 95605 Attention: Office of Legal Services
DISTRICT:	Refers to the 32 nd District Agricultural Association, which is an agency of the State of California within the Division of Fairs & Expositions under the Department of Food & Agriculture. The Association is located at: 88 Fair Drive Costa Mesa, California 92626
F & E:	Refers to the Division of Fairs & Expositions, Department of Food & Agriculture, which is a division of the agency of the State of California overseeing the activities of District Agricultural Associations and County and Citrus Fruit Fairs. F&E is located at: 1010 Hurley Way, Suite 200 Sacramento, California 95825
IMAGINOLOGY:	Refers to the annual event held in April of each year.
QUALIFIED:	The term "qualified" as it is used in this document refers to the Bidders who submit their proposals according to the guidelines contained in the RFP and meet all other requirements listed herein.
OC FAIR/FAIR TIME:	Refers to the annual OC Fair held in July and August of each year. Terms can be used interchangeably.
RFP:	Request for Proposal.
RESPONSIVE:	Proposals that are timely, meet the proper format required for submittal of the proposals, and provide the required information pursuant to the criteria outlined in the RFP will be considered "responsive."
YEAR-ROUND EVENT:	Refers to any event held outside of the annual OC Fair and Imaginology.

PART II

GENERAL INFORMATION

A. FOR REQUEST FOR PROPOSALS (RFP)

The Board of Directors of the 32nd District Agricultural Association is releasing this RFP with the intent to award a contract for the purpose of obtaining Board of Directors Governance Consulting Services in accordance with the specifications/Scope of work listed in this RFP and as directed by the District, from July 1, 2019 through December 2020, with three (3) 1-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the District. Certification of satisfactory contract performance is required. Extensions may involve renegotiation of certain areas.

B. BIDDER RESPONSIBILITY

Bidders shall read all documents thoroughly as the District shall not be responsible for errors or omissions on the part of the BBidder. Careful review of final submittal is highly recommended as reviewers will not make interpretations or correct detected errors in calculations.

C. DELIVERY OF PROPOSALS

Proposals must be physically received before the closing times and at the place stated below. Failure to meet these requirements will result in an unaccepted proposal.

Proposals must meet the following format requirements to be deemed responsive for District consideration:

- One sealed package containing Six (6) copies of the proposal.
- At least one (1) proposal must have original signatures. Proposals must be submitted to the District's Administration Office, no later than **Wednesday, May 22, 2019, 11:00 a.m.** Pursuant to the law, no proposals shall be considered which have not been received at the place, and prior to the closing time, stated in this RFP.
- Sealed packages must contain BBidder's name on the outside and labeled, addressed as follows:

Board of Directors Governance Consulting Services

RFP NUMBER: BP-01-19

32nd District Agricultural Association

OC Fair & Event Center/Administration Building

88 Fair Drive

Costa Mesa, CA 92626

D. CONTRACT AWARD

Each Bidder's financial proposal is evaluated and scored by the Committee who utilizes the score sheet included in Part VII. Small Business preference will be given where applicable. The lowest potential cost is awarded the maximum points, thirty (30). Other proposals are awarded cost points based on the following calculation:

Lowest Proposer's Cost divided by other proposal - (factor) X maximum cost points = cost points for other proposer

(Example: Lowest cost proposal of \$75,000 divided by other proposal of \$100,000 = 3/4 (factor) x 30 = 22.5 points award to other proposal)

If the contract is awarded, it shall be granted to the qualified responsible Bidder who receives the highest overall score. Prior to the Board of Directors of the 32nd District Agricultural Association awarding a contract, the District shall post a "Notice of Proposed Award" at the Administration Office for five (5) working days. In addition, a copy of the notice will be emailed to each Bidder.

A contract award is not final until:

- the time for posting notice of award has expired and/or
- protests filed, if any, have been withdrawn or rejected by the Department of General Services.
- It is approved by the District Board of Directors during a public meeting. The District Board of Directors, in its sole and absolute discretion, may decide not to approve any contract following the RFP process and the District shall have no obligation to reimburse any Bidder for any costs of fees incurred as a result of this RFP.

The District reserves the right to reject all proposals, to select without any discussion or interviews, to request additional information, and to negotiate any minor details, terms or conditions.

E. TENTATIVE SCHEDULE

RFP Released / Re-released	Monday, April 29, 2019
* Questions Due via Email	Monday, May 13, 2019, 5:00 p.m.
* Answers Sent to All Bidders via Email	Wednesday, May 15, 2019
Proposal Deadline	Wednesday, May 22, 2019, 11:00 a.m.
Presentation Scheduling	Thursday-Friday, May 23-24, 2019
Presentations (May Be Done Remotely)	Thursday-Friday, May 30-31, 2019
Scoring	Thursday-Friday, May 30-31, 2019
Notice of Proposed Award	Monday, June 3, 2019
Protest Deadline	Monday, June 10, 2019
Board Approval of RFP Award	Thursday, June 27, 2019
Proposed Contract Commences	Monday, July 15, 2019

* All questions are to be submitted in writing. All Bidders will be sent email notification when questions and answers are posted on the District's web site. No RFP related questions will be answered following 5:00 p.m. on Monday, May 13, 2019.

F. BIDDER/CONTRACTOR STATUS FORM

All Bidders must complete, sign and submit the Bidder/Contractor Status Form in response to the RFP. Failure to comply will deem the Bidder non-responsive. The District reserves the right to verify the information on the Bidder/Contractor Status Form at the time of the bid. If the Bidder is a corporation, the form must include the title of the person signing, i.e., corporate officer status, and a copy of the corporate resolution authorizing the signing of the form must be attached. If a partnership, the signing partner must indicate whether a limited or general partner.

G. DVBE REQUIREMENTS – BIDS TOTALING OVER \$10,000.00

The District elects to include the DVBE incentive for this RFP.

Bidders must complete and return the Bidder Declaration, GSPD-05-105, found at:

<https://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

If Bidder claim DVBE Incentive and answered "yes" to any question on the Bidder Declaration, GSPD-05-105, Bidder must include Disabled Veteran Business Enterprise Declarations, Std. 843, found at:

<https://www.documents.dgs.ca.gov/pd/poliproc/std-843fillprintfields.pdf>

H. SMALL BUSINESS PREFERENCE

Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to Bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request.

To claim the small business preference, which may not exceed \$50,000 for any proposal, Bidder's company must have its principal place of business located in California and have a complete application (including proof of annual receipts) on file with the State Office of Small Business and Disabled Veteran Business Enterprise (OSDS). Questions regarding the preference approval process should be directed to the OSDS, 707 Third Street, 1st Floor, Room 400, West Sacramento, California 95605, (916) 375-4940.

If Bidder is claiming the 5% small business preference, a copy of Bidder's OSDS Small Business Certification should be submitted with the proposal (Print from <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx> is also acceptable)

Non-small business Bidders may be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation when a responsible non-small business Bidder includes notification that it commits to subcontract at least twenty five percent (25%) of its net bid price with one or more small businesses. Bidder must submit a list of the small businesses it commits to subcontract with for a commercially useful function in the performance of the contract. The list of sub-contractors shall include the subcontractor's name, address, phone number, description of work to be performed and dollar amount of percentage for each subcontractor.

Small business preference qualification information must be included in all bid documents. This must include procedures for claiming small business preference, microbusiness preference, and non-small business contractor/small business subcontractor preference processes. *Note: A non-small business, which qualifies for this preference, may not take an award away from a certified small business.*

I. INSURANCE

The Bidder awarded the contract shall provide a signed, original Certificate of Insurance in the minimum amounts of commercial general liability coverage and automobile liability insurance per occurrence for bodily injury and property damage liability combined, as outlined in Part IX – Forms, Exhibit E – Insurance Requirements. The Certificate of Insurance shall be furnished to the District fifteen (15) days prior to contract start date. The certificate must include the following, unless the Bidder is on the Division's or CFSA's Master Insurance Certificate List:

- Evidence of authorized insurance for the term of the contract, which includes setup and teardown;
- A 30-day cancellation notice;
- The District's name and address shown as the certificate holder; and
- The additional insured paragraph exactly as stated below:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants and employees are made additional insured, but only insofar as the operations under this contract are concerned."

Also, proof of Workers' Compensation Insurance is required by the Bidder awarded the contract.

J. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Bidder in: 1) Preparing the proposal in response to this request; 2) Submission of said proposal to the District; 3) Negotiating any matter related to this proposal; 4) Any travel expenses in conjunction with this proposal, and 5) Any other expenses incurred by Bidder prior to contract commencement date.

The District shall not, in any event, be liable for any pre-contractual expenses incurred by the Bidder. Bidder shall not include any such expenses as part of the price as proposed in response to this RFP.

K. SIGNATURE

The Proposal Forms, Certifications, Letters, and all Documents must be signed with the firm's name as indicated. A proposal by a corporation must be signed by a duly authorized officer, employee or agent.

L. PRE-AWARD AUDIT

Prior to contract award, the selected Bidder may be required to undergo an audit of their proposed costs and prices. The District will conduct the audit for the purpose of determining whether the Bidder's prices are fair and reasonable.

M. SINGLE PROPOSAL RESPONSE

If only one responsive proposal is received in response to this RFP and it is found by the District to be acceptable, additional detailed costs or financial data may be requested of the single Bidder. A cost or financial analysis, possibly including an audit, may be performed by or for the District in order to determine if the proposal is fair and reasonable. The Bidder has agreed to such analysis by submitting a proposal in response to this RFP.

A cost analysis is a more detailed evaluation of the cost elements in the Bidder's Financial Proposal Bid Form. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Bidder's performance should cost. A cost analysis is generally conducted to determine whether the Bidder is applying sound management in proposing the application of resources to the operation effort, and whether costs are allowable, allocable and reasonable. Any such analyses and the result there from shall not obligate the District to accept such a single proposal and the District may reject such proposal at its sole and exclusive discretion.

N. NON-ASSIGNMENT

Any attempt by Contractor to assign, subcontract or transfer all or part of this agreement shall be void and unenforceable without the District's prior written consent; which consent shall not be unreasonably withheld. Any such consent shall not relieve Contractor from full and direct responsibility for all services performed prior to the date of assigning, subcontracting or transferring this agreement.

O. LOSS LEADER

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

P. UNANTICIPATED TASKS, TIME OR DELIVERABLES

In the event unanticipated deliverables, additional time or additional work must be performed that is not identified in this RFP, but in the District's opinion is necessary to successfully accomplish the statement of work or technical specifications, the District may initiate a contract amendment to add time, deliverables or tasks. Unless otherwise indicated, all stipulated terms and conditions appearing in the resulting contract including fixed costs, unit pricing, expenses or rate will apply to any additional work.

PART III

RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

A. RFP REQUIREMENTS AND CONDITIONS

1. Resulting Contract

The resulting contract between the District and the successful Bidder(s) shall incorporate the following documents and the execution of this Agreement will be required after an award is made (see Part IX – Forms):

- a. The attached sample Standard Agreement; the RFP General Provisions including Additional Contract Terms and Conditions; Payee Data Record; Contractor Certification Clauses; General Contract Terms and Conditions, and Insurance Requirements.
- b. The Statement of Work to be Performed and/or work requirements set forth in this RFP.
- c. Addenda subsequent to the initial release of the RFP.
- d. The District's response to written questions and clarification to the RFP.
- e. Megan's Law Screening and Certification.

2. Errors and Requests for Additional Information

In the opinion of the District, this RFP is complete and without need of explanation:

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, he/she shall immediately notify the District of such error in writing addressed to the contact person listed on the cover page and request modification or clarification of this document.

Bidders that may have questions, or need any clarifying information or additional information, should submit in writing via email to the contact person listed on the cover sheet of this RFP. Bidders must submit questions by the date and time specified in the Tentative Schedule (see Part II – General Information). Modifications will be made in writing by way of an addendum issued pursuant to paragraph 3 below.

3. Addenda (Changes to the RFP)

Prior to award of a contract, the General Provisions, Statement of Work to be Performed, Addenda and all forms and documents of this RFP constitute the potential contract. Any requests to change any of these documents must be submitted according to the instructions "Errors and Requests for Additional Information" above. All changes to this RFP will be made by written addendum. Clarifications will be provided by written notice to all parties to whom the District had sent notice of the RFP and to persons or entities who have requested to be provided notice of any modifications or notices. There will be no oral changes. Oral communications are not binding.

The effect of all addenda to the contract documents shall be considered in Bidder's proposal and the addenda shall be made a part of the contract documents. It is the Bidder's responsibility to review their final submittal and ensure it has addressed all components in the original RFP and any addenda.

Important: It is the Bidder's responsibility to confirm in writing receipt of all addenda issued to this RFP before submitting a proposal. Failure to confirm in writing receipt of all addenda in any proposal will render the proposal non-responsive and result in its rejection.

Acknowledgment of all addenda must be noted by the Bidder on the Financial Proposal Form in the space provided. The District reserves the right to change or cancel the RFP opening date for its own convenience and at its sole and absolute discretion.

4. Definitions

The use of “shall,” “must” or “will” indicates a mandatory requirement or condition in this RFP. Failure to include such mandatory requirements or conditions will result in the disqualification of a proposal. In the Scope of Work, all mandatory requirements are indicated by an asterisk (*), see Part V.

The words “should” or “may,” indicate a desirable attribute or condition, but are permissive in nature and may affect the score the proposal receives.

5. Grounds for Rejection of the Proposal

A proposal shall be rejected if:

- It is received at any time after the exact time and date set for receipt of proposals as stated in Part II – General Information, Paragraphs C and E.
- It is not prepared in accordance with the required format or information is not submitted in the format required by this RFP as listed in Part VII – Mandatory Format and Content Requirements.
- The firm has submitted multiple bids in response to this RFP without formally withdrawing other bids.
- It is incomplete and/or unsigned.

A proposal may be rejected if:

- It contains false or misleading statements or references, which do not support attributes or conditions, contended by the Bidder. (The proposal shall be rejected if the District determines, in its sole and absolute discretion, that the information was intended to mislead the District in its evaluation of the proposal and the attribute, condition or capability of this RFP.)

6. Right to Reject Any or All Proposals

It is the policy of the District not to solicit proposals unless there is a bona fide intention to award a contract. However, the District may, at its sole and absolute discretion, reject any or all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process, or waive any irregularities in this RFP. The decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of the District.

7. Protests

A Bidder may file a protest against the awarding of the contract. The protest must be filed with both the District and the Department of General Services (DGS) at:

- Department of General Services
Office of Legal Services
Attention: Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, California 95605
FAX: (916) 376-5088
- 32nd District Agricultural Association dba OC Fair & Event Center
Business Services Department
Attention: Business Services Supervisor

88 Fair Drive
Costa Mesa, CA 92626
Email: RFP@ocfair.com

Protests may be sent by regular mail, email, courier or personal delivery. Protestants should include their fax numbers when possible.

The protest must be received prior to the expiration of five (5) working days from notice of the proposed award being posted and, in no event, later than 5:00 p.m. on the fifth (5th) working day after notice of proposed award was posted in a public place at the District's Administration Office.

IN ADDITION, within five (5) days after filing the protest, the protesting Bidder shall file with the District and the Department of General Services, Legal Office, a fully detailed and complete written statement specifying the grounds for the protest.

PLEASE NOTE, failure to file notice of protest by the conclusion of the fifth (5th) working day after notice of intention to award a contract has been posted and a complete detailed written statement within five (5) calendar days of filing the protest stating grounds for protest will result in the protest being deemed untimely and grounds for protest waived. Protests shall be limited to the grounds contained in Public Contract Code, Section 10345.

B. OTHER INFORMATION

1. Dispositions of Proposals

All materials submitted in response to this RFP will become the property of the District. All proposals, evaluation and scoring sheets shall be available for public inspection at the conclusion of the Committee scoring process and announcement of intent to award. If an individual requests copies of these documents, the District will assess a fee to cover duplicating costs. Documents may be returned only at the District's option and at the Bidder's expense. Two (2) copies of the proposal shall be retained for official District files.

2. Confidentiality of Proposals

The District will hold the contents of all proposals in confidence until issuance of the Notice of the Proposed Award; once issued and posted, no proposal will be treated as confidential. However, if a Bidder maintains that certain information is proprietary, all proprietary or other legally protected material must be identified at the time of submitting the proposal to retain the claim of confidentiality. Bidder acknowledges that all materials submitted in response to this RFP, including proprietary materials, are subject to the California Public Records Act.

The materials may be used by the District to justify the awarding or not awarding of a contract if a protest is filed. The District will not be liable for inadvertently releasing confidential materials although the District will use the best efforts to prevent the release of said materials.

3. Modification or Withdrawal of Proposals

Any proposal which is received by the District before the time and date set for receipt of proposals may be withdrawn or modified by written request of the Bidder. However, in order to be considered, the modified proposals must be received by the time and date set for receipt of proposals in Part II.

A Bidder cannot withdraw or modify a proposal after the due date and time for receipt of proposals and, further, a bid cannot be "timed" to expire on a specific date. For example, a statement similar to "This proposal and the cost estimate are valid for 60 days," is non-responsive to the RFP.

PART IV

HISTORY & GENERAL INFORMATION

The OC Fair & Event Center is a 150-acre multi-use property owned and operated by the 32nd District Agricultural Association (the “District”), a California state institution. The District is subject to the oversight of various state agencies, including the California Department of Food and Agriculture, Division of Fairs & Expositions. The OC Fair & Event Center is used throughout the year for both public and private events, and educational and community activities. The OC Fair & Event Center hosts over 150 events throughout the year and self-produces the annual OC Fair & Imaginology events, in addition to managing the Pacific Amphitheatre, an 8,200-seat outdoor amphitheater.

The OC Fair & Event Center features 157,000 square feet of unique event space including 17 exhibit buildings, meeting rooms and outdoor spaces – all available for rent throughout the year.

The property includes Centennial Farm, a three-acre working farm which educates the public, including over 100,000 school children through field trips, on the importance of agriculture in our daily lives. Centennial Farm features farm animals, California specialty crops and the “Table of Dignity” memorial honoring the work of Orange County agricultural workers.

Heroes Hall, located at the OC Fair & Event Center, is a permanent museum and education center honoring the legacy of veterans through rotating exhibitions, performances and educational programs. It features a restored two-story World War II era barracks building and an impressive Medal of Honor Courtyard honoring those who serve our nation.

The OC Fair & Event Center is home to the annual OC Fair, one of the most anticipated community events in Orange County. The OC Fair is a 23-day event held over a period of 31 days during July and August, and is open Wednesday through Friday from noon to midnight, and Saturday and Sunday from 11 a.m. to midnight. Attendance at the OC Fair has exceeded 1.3 million guests for several years. The 2019 OC Fair dates are July 12 – August 11. The 2018 OC Fair dates were July 13 through August 12.

The OC Fair has launched a three-year theme series focusing on agriculture with the emphasis in 2017 on Food, in 2018 on People and in 2019 on the Environment. “Farm Fresh Fun” was selected for the 2017 OC Fair theme, and “Free Your Inner Farmer” was the theme for the 2018 OC Fair. The theme for the 2019 OC Fair is Acres of Fun.

The Pacific Amphitheatre is used periodically throughout the year for live performances and events, and is home to a 23-day concert series during the annual OC Fair featuring headline musical acts and comedian performances. In recent years, the 23-day concert schedule has also included additional concerts before and after the annual OC Fair. The Pacific Amphitheatre is also the host venue for the Pacific Symphony’s summer concert series.

Imaginology takes place annually in April over a three-day weekend. The popular event features S.T.E.A.M. (Science, Technology, Engineering, Art & Math) workshops, demonstrations, competitions and hands-on activities, providing students with the resources needed to freely explore their imaginations. Professionals from various fields such as electronics, robotics, agriculture and creative arts are available to give participants a glimpse of future career paths. Imaginology attracts over 30,000 guests per year.

Under the California Food and Agricultural Code, responsibility for managing the affairs of the District is assigned to a nine-member Board of Directors (the “Board”) appointed by the Governor of the State of California. In accordance with the provisions of the California Food and Agricultural Code, the Board has delegated certain responsibility for managing the day-to-day affairs of the District to the Chief Executive Officer, who reports directly to the Board. The terms and parameters of this delegation are set forth in a series of institutional policies that are adopted by the Board from time to time. The Board also adopts policies with

respect to its own governance practices. These policies are set forth in the Board's Governing Policy Manual. The Board has decided to conduct a comprehensive review of its Governing Policy Manual and, to this end, the Chair of the Board has appointed two Directors to serve on an ad hoc committee charged with facilitating the review process on behalf of the Chair (the committee is referred to in this RFP as the "Ad Hoc Board Governance Review Committee" or as the "Committee").

PART V

STATEMENT OF WORK (SOW) TO BE PERFORMED

This part describes the work to be performed by the Bidder who is awarded the contract and contains terms and conditions which shall be deemed incorporated and will become a part of any contract awarded pursuant to this RFP. All terms and conditions are fixed and non-negotiable.

Minimum Requirements:

- . Knowledge of developing governance models in either public sector or non-profit organizations that are governed by a Board of Directors and employ a professional staff.
- . Five years of experience in similar work.

Scope of Work:

- . Under the oversight of the Ad Hoc Board Governance Review Committee, Contractor will be responsible for facilitating the Board's review and revision of its existing governing policies and development of new governing policies. Work product goal is to develop an amended and restated Board of Directors Governing Policy Manual. Contractor shall assist the Ad Hoc Board Governance Review Committee in ensuring the review is conducted according to a transparent and collaborative process that builds consensus among the Board of Directors, key stakeholders, and members of the public, and incorporates appropriate input from the Executive Management Team, the California Department of Food and Agriculture ("CDFA"), and the OC Fair & Event Center's legal counsel from the California Department of Justice.
- . Upon receipt of executed contract, Contractor shall review and become familiar with the existing Bylaws and Board of Directors Governing Policy Manual and then participate in a kick-off meeting with the Ad Hoc Board Governance Review Committee.
- . Contractor shall assist the Ad Hoc Board Governance Review Committee in developing a proposed project work plan, to be presented to the Board for approval. This work plan shall include a detailed timeline, project milestones, stakeholder outreach strategies, and a schedule of regular progress reports.
- . Although the specific components of the work plan will be developed by the Committee in consultation with Contractor, and approved by the Board as described above, the Ad Hoc Board Governance Review Committee anticipates that, at a minimum, Contractor should be prepared to provide the following specific consulting services in supporting the Committee in its execution of the work plan:
 - . As directed by the Committee, Contractor shall schedule periodic one-on-one and/or small group meetings with individual Board Members and members of the OCFEC Executive Management Team to get input regarding specific policies, proposed changes, and/or governance topics as they are reviewed by the Committee.
 - . Contractor shall assist the Committee in soliciting public and key stakeholder input that includes, but is not limited to, public meeting(s), survey(s), website content submission, and/or phone interviews.
 - . Contractor shall assist the Committee in obtaining input from CDFA (California Department of Food and Agricultural) and tracking which policies have undergone legal review by the California Department of

Justice (legal advice shall be transmitted to and incorporated by the Committee directly in order to preserve the District's attorney-client privilege).

. Contractor shall summarize the input gathered from various stakeholders as set forth above and draft proposed edits to the governing policies and present both to the Committee for review.

. As new Governing Policies are approved by the Committee for presentation to the Board, Contractor shall assist the Committee in presenting such recommended policies to the public for further input and then to the Board for review and approval. To the extent the Board directs the Committee to make further revisions, Contractor shall assist the Ad Hoc Board Governance Review Committee in preparing such revised policies and presenting them to the Board for final approval.

. Contractor must be available to attend and participate in publicly noticed meetings at which draft and/or new Governing Policies will be presented.

. Governing Policies must be written in user friendly, clear, and uncomplicated language.

. Contractor will be responsible for providing logistical and clerical/secretarial support for the project, including scheduling, note-taking, editing, and related responsibilities.

. As directed by the Committee, Contractor shall provide implementation training for the Board and staff once all Governing Policies have been approved by the Board.

. For contract option years, Contractor shall provide annual policy training for the Board of Directors and staff and assist the Committee in evaluating whether any updates or revisions to the Governing Policies are needed. In addition, Contractor shall provide policy training for any newly appointed Board Directors upon request.

. For services provided in contractor option years, contractor should provide an hourly rate for option year services in the Financial Proposal Bid Form.

. Throughout the initial term of the contract for services, Contractor will be available for an average of four hours per month to engage with the Committee. In addition, contractor will be available for an average of eight additional hours per month for outreach work as assigned by the Committee for the duration of the contract. The bid should also incorporate other work time (e.g., research, writing, editing, etc.) beyond the average hours set forth in this bullet point.

PART VI

EVALUATION, SELECTION & SCORING PROCESS

Each proposal shall be evaluated for responsiveness to the District's needs as described in this RFP. This part describes the process the District will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. During the evaluation and selection process, the Committee may wish to interview a Bidder for clarification purposes only. The Bidder will not be allowed to ask questions concerning other Bidders, but only to respond to clarification questions from the Committee. Proposals cannot be changed by the Bidder after the time and date designated for receipt.

A. EVALUATION AND SELECTION PROCESS

1. Following the deadline for receipt of proposals as stated in Part II, each proposal will be examined to determine if:
 - submittal (receipt) was by the deadline time and date, and
 - the physical format requirements were met.

This is not a public review.

2. Proposals that meet the submittal format requirements, as stated in the previous paragraph, will be submitted to the Committee for:
 - review of the proposal,
 - confirmation the information is presented in the format required by the RFP, and
 - that all required documentation is included and correct.

Proposals that do not present the information in the format required may be rejected as non-responsive.

This is not a public review.

3. The District reserves the right to verify any references and employment experiences referenced or disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification or receipt of a lower score.
4. The Committee will evaluate each proposal that meets the format requirements of preceding paragraph two, and assign points for the proposal.

This is not a public review.

5. The Committee may request interviews of the Bidders for clarification of proposals. Following any interviews, the proposals may be re-scored.

This is not a public review.

6. Small Business Bidders, who have included in their proposal a copy of their Small Business Certification, shall be granted a preference of five percent (5%) and SB/DVBE Incentive will be given, where applicable and up to 5%. The "Financial Proposal Bid Form" will be used to determine the not to exceed amount of the contract.
7. To obtain the average score for each proposal, the total points of all reviewers will be added and divided by the number of Committee members.

8. In the event of a tie in determining the successful Bidder, the tie will be broken by a toss of a coin by a member of the Committee and in the presence of authorized representatives of the tied Bidders.
9. All Bidders will be notified of the results.

B. SCORING PROCESS

The following information must be provided by the Bidder in order for the RFP to be scored. For categories (1-6), scoring will be based on the Bidder's proposal in response to the Statement of Work to Be Performed (Part V). Each member of the Evaluation/Scoring Committee is responsible to determine his/her own scores for each Bidder.

1. Experience, Qualifications & Availability of Bidders Team Members **(20 points)**
2. Work Plan/Approach/Methodology/Availability **(20 points)**
3. Understanding of Project Objectives **(15 points)**
4. Presentation **(15 points)**
5. Financial Proposal Total Cost (All inclusive) **(30 points)**

GRAND TOTAL OF POSSIBLE POINTS **100 points**

PART VII

MANDATORY FORMAT AND CONTENT REQUIREMENTS

A. INTRODUCTION

This part provides instructions to the Bidder regarding the mandatory proposal format and content requirements. The Bidder must remember that:

- All bids submitted must follow the proposal format instructions;
- All information must be presented in the order and the manner requested;
- All questions must be answered; and
- All requested data must be supplied.

Proposals not following the required format will be deemed non-responsive and will be rejected

B. PROPOSAL FORMAT AND CONTENT

Each proposal must be prepared as one (1) document and inserted in a sealed package. Sealed packages need to be clearly labeled in the manner described in Part II, paragraph C.

Information in the proposal is to be provided in the order requested beginning with the cover letter page. Each page is to be numbered at the bottom, starting with the number 1, all pages should be 8½ x 11 inch paper, and all narrative portions of the proposal should be typed. Proposals should be bound.

The first page must be a signed cover letter on the letterhead of the Bidder and contain the following statement verbatim:

“Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the RFP #: BP-01-19 to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting Bidder, it is expressly agreed by the Bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. And further, Bidder agrees that if the submitted proposal is not in the format of the RFP, Bidder’s proposal will be deemed non-responsive.”

The person’s name should be printed clearly above the signature line and dated. If Bidder fails to submit this document, and it is not signed and dated, the proposal will be rejected as being non-responsive.

INCLUDE IN YOUR BID PACKAGE THE FOLLOWING IN ADDITION TO ALL OTHER REQUIREMENTS WHERE APPLICABLE IN THE RFP:

1. Cover Letter
2. Technical Proposal
3. Financial Proposal
4. Completed, dated, and signed “Bidder/Contractor Status Form”;
5. Completed, signed and dated “Bidder Declaration GSPD-05-105
6. If Applicable, complete Small Business Certification (Print from <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx> is acceptable) if Bidder is claiming the Small Business Preference;

7. If applicable, completed DVBE documentation form(s), Disabled Veteran Business Enterprise Declarations, STD 843, if Bidder is claiming DVBE Incentive

C. TECHNICAL PROPOSAL

1. Experience, Qualifications & Availability of Bidders Team Members 20 points

- a. Describe relevant experience with projects of similar size and scope of work.
- b. Provide three (3) references from work within the last five years for similar sized projects for three different organizations. The references shall be from projects in which contractor developed governance policies for either a public agency or a non-profit organization governed by a Board of Directors and employing a professional, full-time, compensated staff. Two of the references shall be from members of a governing boards of two organizations for which the contractor provided services based on the criteria listed above. One reference shall be from an executive staff member (full time salary with Executive Leadership responsibility) of a third organization for which the contractor provided services based on the criteria listed above. Each reference shall include the following:
- i. Name and Description of Organization
 - ii. Contact person (name and title within the Organization)
 - iii. Phone Number
 - iv. Email address
 - v. List of key project personnel who were involved with the projects and their role
 - vi. Description of the specific scope of services provided by the contractor on the referenced project
 - vii. Description of how the contractor engaged a diverse outside stakeholder constituency.
- c. Provide examples of previous work that demonstrates contractor's working knowledge and understanding of Bagley-Keene (preferred), Brown Act and/or Robert's Rules of Order.
- d. Describe individual capabilities, qualifications, relevant experience and roles for all team members who will be assigned to this project.
- e. List all outside firms/companies/individuals proposed for this project and their role, along with relevant experience.
- f. Describe any governance models with which Contractor is familiar and has implementation experience.

2. Work Plan/Approach/Methodology/Availability 20 points

- a. Provide a work plan, including a breakdown of the major tasks and deliverables. Provide sufficient detail to allow a complete understanding as to how, and by whom the work is to be carried out.
- b. Explain your approach with respect to the management of stakeholder (including Board of Directors) meetings, communications, approvals and schedules.
- c. Describe the availability of Bidder's proposed team to commence work on the project.

3. Understanding of Project Objectives 15 points

- a. Describe the Bidder's understanding of the assignment, including overall scope and objectives, noting any specific issues that may require extraordinary attention.

4. Presentation 15 points

5. Financial Proposal Bid Form (All inclusive) 30 points

Total Cost includes all disbursements

- a. The Bidder shall propose an all-inclusive fee as indicated in the financial proposal bid form.

D. FINANCIAL PROPOSAL

Bidders shall submit a one-time fee for the entire project (July 1, 2019 through 12/31/2020). The District will apply proposed hourly rate for contractor services outlined in the option year(s) for consultation and training according to request.

PART VIII

ADDITIONAL CONTRACT TERMS & CONDITIONS

These terms and conditions are in addition to those contained in the CCC-307 Certification, GTC 307 General Terms and Conditions, and Insurance Requirements, which will be made a part of the contract .

1. Authorized Representative

Contractor must maintain one (1) or more representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. Licenses, Permits and Certifications

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date.

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. Site Access

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. Insurance

Proof of insurance, meeting the requirements of the State (see attached Insurance Requirements) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. Work Permit Law

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. Personnel

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. Potential Subcontractors/Independent Contractors

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

8. Suppliers

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. Travel, Transportation and Accommodations

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. Invoices

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. Payment

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. Pricing/Financial Proposal Bid Form

The Financial Proposal Bid Form will be used to develop the “not to exceed” amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. Megan’s Law Screening

All of Contractor’s employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor’s subcontractors who will be performing job related duties on District premises must pass background checks under “Megan’s Law” as required by the District’s current Megan’s Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District’s Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District’s current Megan’s Law policy is attached.

14. Right to Replace/Dismiss

Contractor’s onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor’s onsite personnel or any member of Contractor’s onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor, or of Contractor’s permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan’s Law, or fails to meet the District’s safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor’s subcontractor, as the case may be) cease using said employee at the District’s facilities and Contractor (or Contractor’s subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor’s employees or of Contractor’s subcontractor’s employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance to the requirements set forth in this RFP.

15. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them

under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. Evaluation of Contractor Performance

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. Non-Exclusive Agreement

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

18. Termination

The District reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

PART IX

FORMS SECTION

Overview Checklist

A. FORMS MUST BE COMPLETED AND SUBMITTED BY BIDDER (MANDATORY)

1. Cover Letter (With required verbiage)
2. Technical Proposal
3. Financial Proposal Bid Form (Completed, signed, and dated)
4. Bidder/Contractor Status Form (Completed, signed, and dated)
5. Bidder Declaration GSPD-05-105 (Completed, signed, and dated)
6. If Bidder is claiming the Small Business Certification (Print from and include the form <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>)
7. If Bidder is claiming DVBE Incentive, Complete the DVBE documentation form(s) and include, Disabled Veteran Business Enterprise Declarations, STD 843, (See Part II) <https://www.documents.dgs.ca.gov/pd/poliproc/std-843fillprintfields.pdf>

B. DOCUMENTS TO BE COMPLETED BY DISTRICT

- Notice of Proposed Award, after proposed awardee is determined

C. DOCUMENTS THAT ARE PART OF THE CONTRACT TO BE AWARDED

- Std. 213, Standard Agreement
- GTC 4/17 General Terms and Conditions
- CCC-4/17 Certification, Special Terms and Conditions
- Insurance Requirements
- Megan's Law Screening

FORMS – A. 1: COVER LETTER

The first page must be a signed cover letter on the letterhead of the Bidder and contain the following statement verbatim:

“Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the RFP #: BP-01-19 to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting Bidder, it is expressly agreed by the Bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. And further, Bidder agrees that if the submitted proposal is not in the format of the RFP, Bidder’s proposal will be deemed non-responsive.”

FORM A-2: TECHNICAL PROPOSAL

1. Experience, Qualifications & Availability of Bidders Team Members

2. Work Plan/Approach/Methodology/Availability

3. Total Cost includes all disbursements

4. Understanding of Project Objectives

Form A-3: FINANCIAL PROPOSAL BID FORM

BOARD OF DIRECTORS GOVERNANCE CONSULTING SERVICES

Page 1 of 2

In order to submit a financial proposal, the Bidder must abide by the parameters set forth in Part V, Statement of Work to Be Performed of this RFP. The Financial proposal is worth a maximum of 30 points.

The proposal quote shall be inclusive of all wages, allowances, supervision, insurance(s), material, labor, taxes, certificate, license, travel, meal reimbursements, hotel accommodation, equipment, transportation, fuel, or any other related services required. The OC Fair & Event Center (hereafter called "The District" shall not be billed for any costs that were not specifically included in the contract.

PROJECT COST (July 15, 2019 through December 31, 2020)

\$ _____

CONSULTATION – It is anticipated the District may request an average of 20 hours of consultation services each month during the option years. Consultant should provide a single hourly rate that incorporates necessary support services / overhead into that rate. Please do not add additional lines for other hourly rates.

Classification	Hourly Rate	Anticipated number of annual hours	Total First Option Year	Total Second Option Year	Total Third Option Year
	\$ _____ per hour	X 240 HRS	\$ _____	\$ _____	\$ _____

**FINANCIAL PROPOSAL BID FORM
BOARD OF DIRECTORS GOVERNANCE CONSULTING SERVICES**

Page 2 of 2

All Bidders must complete the following information and sign this form in order for the “Financial Proposal Bid Form” to be considered.

Bidder certifies to the District that Bidder has thoroughly familiarized self with the District facilities and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the facility would have revealed.

By its signature on this proposal form, the Bidder certifies that he/she has read and understood the RFP package including the information regarding bid protests. Further, Bidder certifies that the information provided by the Bidder is accurate, true and correct, and not intended to mislead the District in any manner.

COMPANY _____ **DATE** _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

FEDERAL I.D. NUMBER _____ **PHONE** _____

SIGNATURE _____ **TITLE** _____

ARE YOU CLAIMING SMALL BUSINESS PREFERENCE?

As a California Certified Small Business? YES _____ NO _____

If Yes, Certification # _____

Are you a non-small business claiming at least 25% small business subcontractor reference?

YES _____ NO _____

If yes, Certification # _____

ARE YOU CLAIMING DVBE INCENTIVE?

Are you a primary California Certified DVBE? YES _____ NO _____

Are you sub a minimum of 1% up to 5% to a California certified DVBE? YES _____ NO _____

Form 4: BIDDER/CONTRACTOR STATUS FORM

RFP NUMBER BP-01-19

Page 1 of 2

Contractor's Name _____ Federal Employer ID # _____
(full business name)
Address _____ County _____
City _____ Zip Code _____
(principal place of business)

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS (PLEASE CHECK ONE)

____ Individual ____ Limited Partnership ____ General Partnership ____ Corporation

Individual (Please check one) ____ Resident ____ Non-Resident

If a sole proprietorship, state the true full name of sole proprietor: (i.e., John Roe Smith, not J. Roe Smith or not John R. Smith)

Partnership (Please check one) ____ General Partnership ____ Limited Partnership

If a partnership, list each partner, identifying whether limited partner(s), stating their true full name and their interest in the partnership:

Corporation

Place and date of incorporation _____

If not a California corporation in good standing, please state the date the corporation was authorized to do business in California: _____

CURRENT OFFICERS: President: _____ **Vice President:** _____

Secretary: _____ **Treasurer:** _____

Other Officers: _____

All must answer: Are you subject to Federal Backup Withholding? ____ Yes ____ No

Form 4: BIDDER/CONTRACTOR STATUS FORM (CONT.)

RFP NUMBER BP-01-19

Page 2 of 2

Fictitious Name

If contractor is doing business under a fictitious business name and will be performing under the fictitious name, please attach a clearly legible copy of the current fictitious filing.

Small Business Preference

Are you claiming preference as a small business in reference to this RFP? Yes No

If yes, the Bidder is required to submit a copy of the OSDS's Small Business Certification Approval Letter with the technical proposal package.

Your small business ID number: _____

Pending Litigation or Hearings

Are any civil or criminal litigation or administrative hearings currently pending against the Bidder's organization, owners, officers or employees? Yes No

If yes, please state the case number and agency or court where pending and status of litigation or hearing:

The District reserves the right to verify the information provided on this form by the Bidder under RFP process.

I declare under penalty of perjury that the above information is true and correct and that I am authorized to sign this status form on behalf of the Bidder/contractor.

_____ **Print Name & Title** _____ **(Signature)**

_____ **(Date)**

If this status form is not completely filled out, signed and submitted with Bidder's response to the RFP, the bid will be rejected as non-responsive.

FORM: 5

Bidder Declaration GSPD-05-105 (Completed, signed, and dated)
<https://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

Forms: Section B

Documents to be completed by District

NOTICE OF PROPOSED AWARD

BP-01-19

Monday, June 3, 2019

THE 32ND DISTRICT AGRICULTURAL ASSOCIATION

ANNOUNCES

PROPOSED AWARD OF THE

Board of Directors Governance Consulting Services

AT THE OC FAIR & EVENT CENTER TO:

IF NO PROTEST IS FILED WITH THE DEPARTMENT OF GENERAL SERVICES, LEGAL OFFICE AND THE DISTRICT BY 5:00 P.M. By Monday, June 10, 2019, THE AWARD WILL BE FINAL.

Forms: Section C

Documents That Are Part of the Contract to Be Awarded

STANDARD AGREEMENT

STD 213 (Rev 06/03)

R _____ **A** _____ **F** _____

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ through _____ **FED ID:** _____

3. The maximum amount of this Agreement is: \$ _____

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – TBD page(s)

Exhibit B – Budget Detail and Payment Provisions page(s)

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) page(s)

Exhibit F – Megan's Law

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Kathy Kramer, CEO

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME:

Contractor contact information

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice. Invoices shall be submitted following the removal of each Unit.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of California, 32nd District Agricultural Association aka the OC Fair & Event Center, and their respective agents, directors, and employees (collectively, the "District") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the District. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the District with respect to the sole negligence or willful misconduct of the District, its employees, or agents (excluding the Contractor herein, or any of its employees or agents.)

6. **DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority 5/2018

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

EXHIBIT F – OCFEC MEGAN’S LAW SCREENING & CERTIFICATION FORM

The District is committed to the public safety of all who attend the OC Fair and Youth Expo.

In accordance with District policy, all entities conducting business on District property will be required to conduct screening of each of that entity’s employees, agents, servants, volunteers, and/or independent contractors who will be performing job-related duties on District premises. This screening must, at a minimum, includes searches for sex offender registration. Entities will certify in writing that they have conducted the required screening, and will indemnify District for any negligence arising out of or connected with their obligations pertaining to the required screening.

Any individual who is a registered sex offender and/or whose name appears on the California Department of Justice’s Megan’s Law database will not be eligible to work or volunteer on District premises.

For additional information on California’s Megan’s Law database, please refer to: www.meganslaw.ca.gov. This is a free service provided by the California Department of Justice.

The following background screening services offer employment criminal background screening services on a fee basis. Inclusion of service providers does not constitute endorsement by District.

- ApScreen (800) 277-2733
- HireRight (800) 400-2761
- Intelius (877) 974-1500
- Screening One (888) 327-6511
- USIS (866) 405-USIS
- Verifications, Inc. (866) 455-0779

EXHIBIT F – OCFEC MEGAN’S LAW SCREENING & CERTIFICATION FORM (CONT.)

**OC Fair & Event Center
Megan’s Law Screening Certification and Listing**

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ Contact Telephone : _____

Type of Company/Organization (Circle one):	Contractor Entertainer	Consultant Exhibitor	Concessionaire Volunteer
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Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Youth Expo. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

Company/Organization Representative’s Signature

Title of Representative

Printed Name

Date

****OC Fair Staff & Event Center – Please submit completed forms to the Human Resources Department****

EXHIBIT F – OC FEC MEGAN’S LAW SCREENING & CERTIFICATION FORM (CONT.)

Megan’s Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

*****OC Fair & Event Center Staff – Please submit completed forms to the Human Resources Department*****



Board of Directors Agenda Report

MEETING DATE: APRIL 25, 2019 ITEM NUMBER: 9H

SUBJECT: Review and Approve Medal of Honor Courtyard Plaque Installation at Heroes Hall, Honoring Thomas P. Clark Jr., Distinguished Flying Cross Recipient

DATE: April 19, 2019

FROM: Kathy Kramer, CEO

PRESENTATION BY: Director Doug La Belle

ACTION ITEM

At the Board of Directors' discretion

BACKGROUND

The Heroes Hall Veterans Foundation has reviewed and recommended the installation of a new plaque at the Heroes Hall Medal of Honor Courtyard honoring Thomas P. Clark, Jr., recipient of the Distinguished Flying Cross. The Foundation will provide funding for the creation and installation of the plaque. The official citation reads:

"The President of the United States takes great pleasure in presenting the Distinguished Flying Cross to Captain Thomas P. Clark, Jr., for heroism and extraordinary achievement while serving with Marine Fighter/Attack Squadron 232, Marine Aircraft Group Thirteen, First Marine Aircraft Wing in connection with combat operations against the enemy in the Republic of Vietnam. On 17 August 1969, Captain Clark launched as Naval Flight Officer aboard the lead aircraft in a flight of two F-4 Phantom aircraft assigned the mission of providing close air support for the resupply of reconnaissance patrol which was heavily engaged in combat with a hostile force on a mountain twelve miles west of DaNang. Arriving over the designated area, he found that an overcast ceiling of 200 feet above landing zone, haze, and deteriorating weather conditions would severely restrict visibility and his area of maneuverability and was informed by the tactical Air Controller (Airborne) that two landing attempts by transport helicopters were aborted because of the extremely heavy volume of enemy automatic weapons fire. When his Phantom was maneuvered on a low-altitude identification run, Captain Clark alertly located the

friendly position while his pilot observed the muzzle flashes from enemy weapons firing from a ravine seventy-five meters from the landing zone. Undaunted by the intensity of the hostile fire directed at his aircraft and the requirement to climb into the overcast at the end of each run, navigate by instruments to the run-in heading, and then relocate the target, he skillfully monitored his instruments and equipment, rapidly computed navigational and ordinance release data, and provided a continuous flow of vital information which enabled his pilot to execute repeated bombing runs and deliver all of his ordinance upon the target with pinpoint accuracy. As a result of his flight's devastating attacks, the transport helicopter was able to land, discharge its supplies, and depart from the precarious area. Captain Clark's courage, superior professionalism, and unwavering devotion to duty in the face of great personal danger were instrumental in the accomplishment of the hazardous mission and were in keeping with the highest traditions of the Marine Corps and of the United States Naval Service."



Board of Directors Agenda Report

MEETING DATE: APRIL 25, 2019 ITEM NUMBER: 91

SUBJECT: Review and Provide Staff Direction Regarding the Scope of Work for the Entertainment Booking Services Contract

DATE: April 19, 2019

FROM: Kathy Kramer. CEO

PRESENTATION BY: Kathy Kramer, CEO and Director Doug LaBelle

ACTION ITEM

At the Board of Directors' discretion.

BACKGROUND

The current contractor for the Entertainment Booking Services, Lisa Sexton, has been under contract with the District since 2010. The current contract for Entertainment Booking Services is in an option year that expires in December, 2019 and there is one more option year left in the contract that would expire in December, 2020.

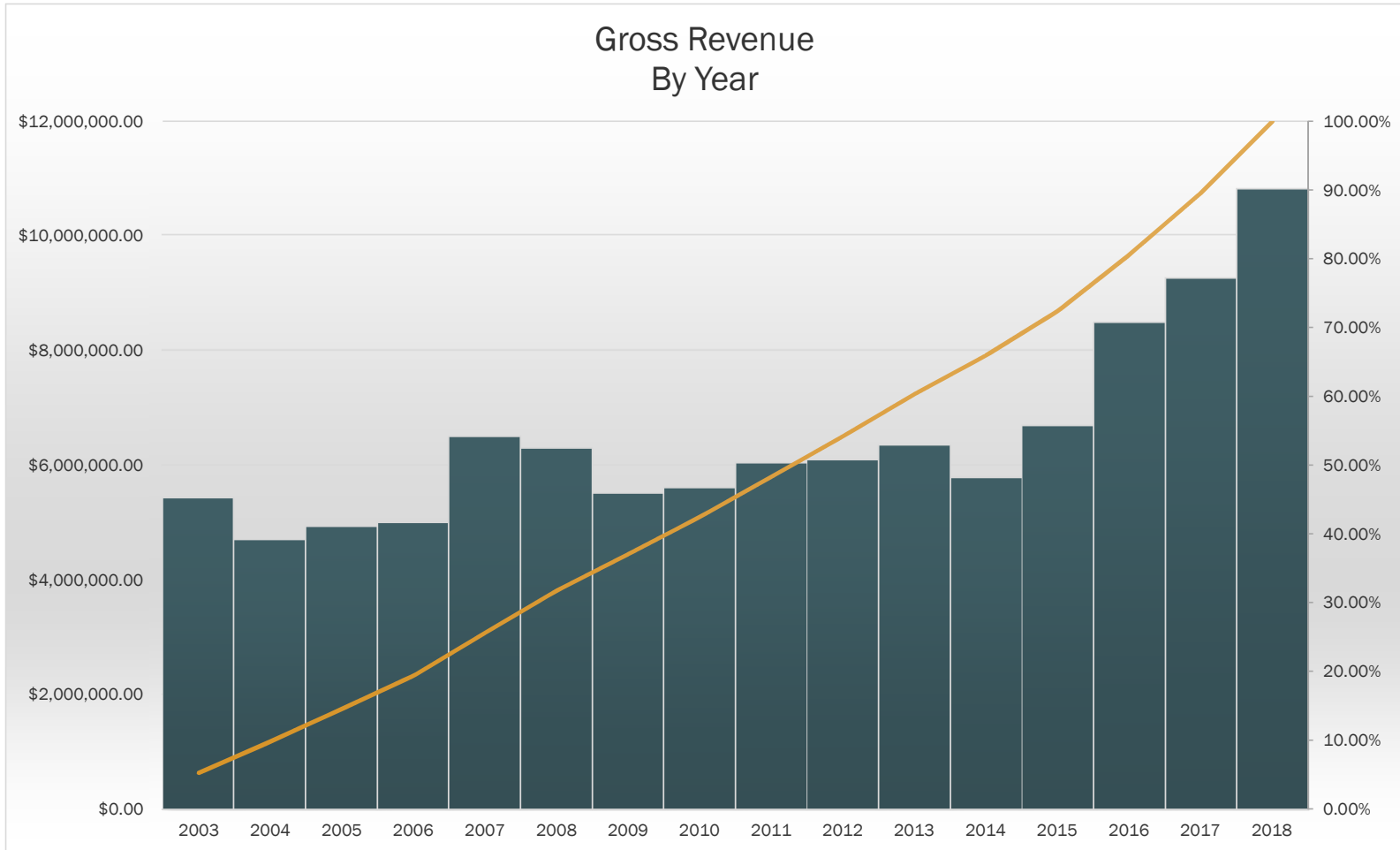
Ms. Sexton and her team, working with the District's Entertainment staff, have been instrumental in the tremendous success of the Pacific Amphitheatre summer concert series for the past eight years. Since contracting with Ms. Sexton in 2010, the District has experienced significant growth in the summer concert series revenues as well as net proceeds (See attachments).

This growth has led to the Pacific Amphitheatre being recognized by Poll Star, which is the concert industry's premiere touring resource and ticket sales reporting journal. In 2018 the Pacific Amphitheatre was ranked fifth in the world by gross ticket sales in amphitheaters with a capacity of between 5,000-10,000 seats.

In 2016 and 2017, Ms. Sexton was nominated by industry agents from the International Event Buyers Association (IEBA) as Fair Concert Talent Buyer of the

Year. In addition, Ms. Sexton continues to get high marks on her annual District contractor evaluation.

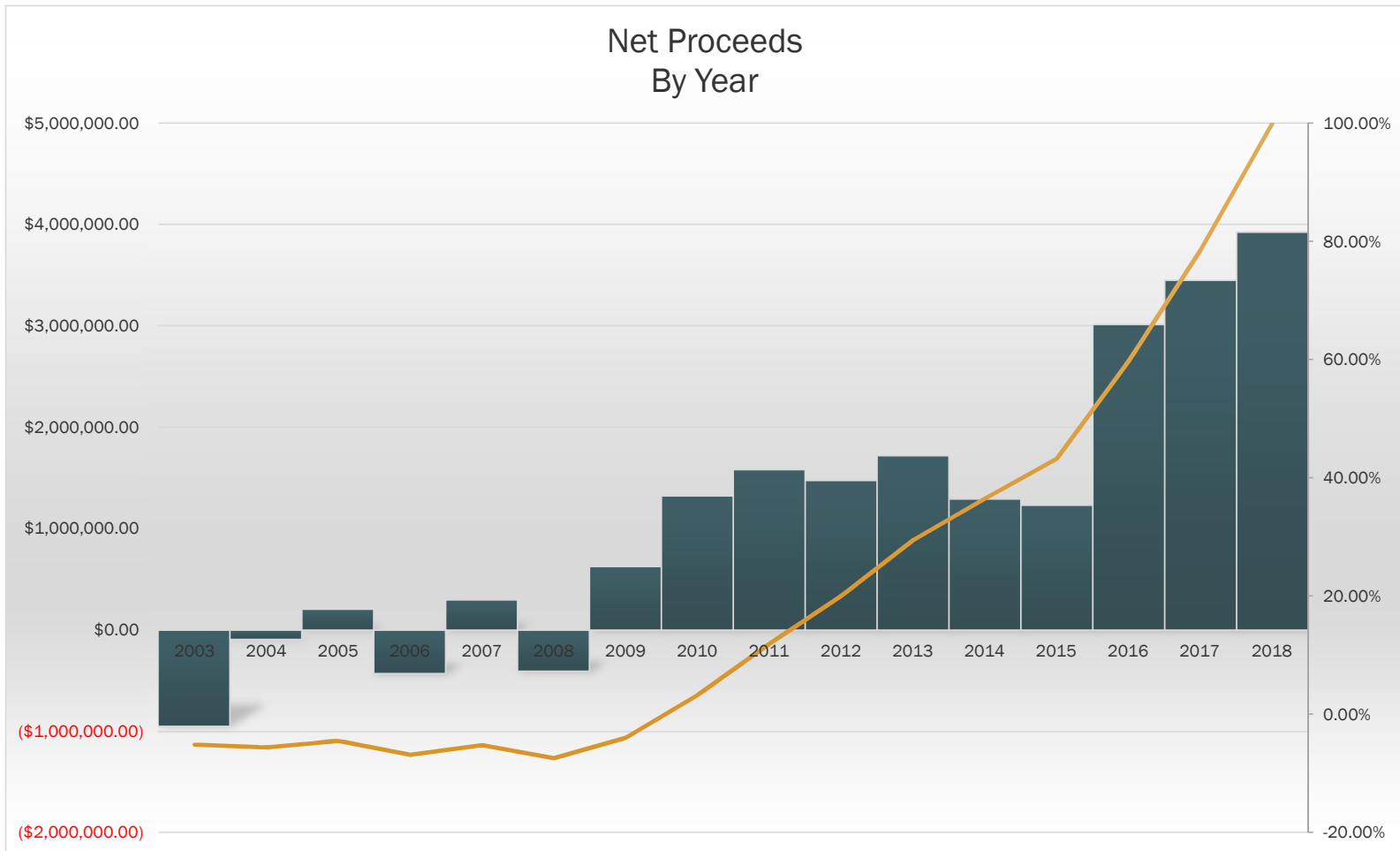
PACIFIC AMPHITHEATRE GROSS REVENUE BY YEAR



Gross Revenue By Year

Year	Gross Revenue	Percent of Total	Cumulative Percent
2003	\$5,438,194.00	5.25%	5.25%
2004	\$4,692,231.00	4.53%	9.78%
2005	\$4,934,324.00	4.76%	14.55%
2006	\$4,993,088.00	4.82%	19.37%
2007	\$6,507,190.00	6.28%	25.65%
2008	\$6,304,635.00	6.09%	31.74%
2009	\$5,524,758.00	5.33%	37.07%
2010	\$5,614,990.00	5.42%	42.50%
2011	\$6,048,189.00	5.84%	48.34%
2012	\$6,096,534.00	5.89%	54.22%
2013	\$6,351,946.00	6.13%	60.36%
2014	\$5,797,667.00	5.60%	65.95%
2015	\$6,695,852.00	6.47%	72.42%
2016	\$8,487,147.00	8.20%	80.61%
2017	\$9,261,384.00	8.94%	89.56%
2018	\$10,815,079.00	10.44%	100.00%
Total	\$103,563,208.00	100.00%	

PACIFIC AMPHITHEATRE NET PROCEEDS BY YEAR



Net Proceeds By Year

Year	Net Profit	Percent of Total	Cumulative Percent
2003	(\$941,680.00)	-5.15%	-5.15%
2004	(\$87,814.00)	-0.48%	-5.63%
2005	\$204,602.00	1.12%	-4.51%
2006	(\$424,181.00)	-2.32%	-6.83%
2007	\$295,999.00	1.62%	-5.21%
2008	(\$403,326.00)	-2.20%	-7.42%
2009	\$630,000.00	3.44%	-3.97%
2010	\$1,319,711.00	7.21%	3.24%
2011	\$1,590,815.00	8.70%	11.94%
2012	\$1,479,854.00	8.09%	20.03%
2013	\$1,723,846.00	9.42%	29.46%
2014	\$1,290,662.00	7.06%	36.51%
2015	\$1,231,341.00	6.73%	43.24%
2016	\$3,013,122.00	16.47%	59.72%
2017	\$3,448,463.00	18.85%	78.57%
2018	\$3,920,104.00	21.43%	100.00%
Total	\$18,291,518.00	100.00%	



Board of Directors Agenda Report

MEETING DATE: APRIL 25, 2019 ITEM NUMBER: 9J

SUBJECT: Discussion on Pacific Symphony Contract for Co-Produced 2017 Kenny Loggins Performance at the Pacific Amphitheatre

DATE: April 19, 2019

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO and Director Doug La Belle

ACTION ITEM

Information item

BACKGROUND

In 2017, OC Fair & Event Center entered into its first partnership agreement with the Pacific Symphony. One of the goals of the partnership was to identify an opportunity each year to co-produce a performance featuring a popular headline act paired with the Pacific Symphony in the Pacific Amphitheatre as part of the OC Fair's summer concert series. The objective was to introduce Pacific Symphony supporters to the fair, and fair guests to the Pacific Symphony.

For the 2017 season, OCFEC co-produced the Kenny Loggins performance at the Pacific Amphitheatre with the Pacific Symphony. Following the concert season, OCFEC created a profit/loss statement (settlement) identifying revenue and expenses from both OCFEC and the symphony. The report also included a 50/50 split of profits with \$39,232 each. The report was then sent to the symphony for review.

The symphony reached out to OCFEC in summer, 2018 at the close of their fiscal year and provided input showing that an error had been made in the calculation of the 50/50 split. After reviewing the numbers, OCFEC agreed that the correct split should have been \$97,318 each.

Because OCFEC had already closed the books for 2017 at that point, the VP of Finance instructed staff to apply the \$97,318 owed to the symphony against the symphony's balance owed to OCFEC of \$108,101 for the 2018 concerts. OCFEC issued an invoice to the symphony for the remaining balance owed of \$10,783.

Consequently, the corrected profit/loss template was used for the 2018 co-produced Franki Valli performance with the Pacific Symphony, and will be used again to settle the 2019 co-produced Rick Springfield performance with the symphony.