

OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
As of December 30, 2019

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
California Fair Financing Authority	03213031/B, Const	08/15/13	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70
California Fair Financing Authority	03216012	02/24/16	Heroes Hall Renovation Project	CFFA	\$3,850,738.72
California Fair Financing Authority	03218033	09/18/18	Equestrian Center Fire Alarm System	CFFA	\$75,811.50
California Fair Financing Authority	03218043	12/20/18	Seal and Stripe Carnival and Kiddie Carnival	CFFA	\$150,000.00
California Fair Financing Authority	03218041	02/06/19	Land Survey	CFFA	\$80,000.00
California Fair Financing Authority	03219004	02/06/19	Costa Mesa Bldg HVAC - Project Bidding	CFFA	\$64,654.04
California Fair Financing Authority	03219009	02/08/19	Huntington Beach HVAC - Project Bidding	CFFA	\$58,750.50
California Fair Financing Authority	03219010	02/13/19	Building 15 HVAC - Project Bidding	CFFA	\$34,390.50
California Construction Authority	03218040	03/07/19	A4 Skyhawk Relocation	CCA	\$47,791.00
California Construction Authority	03218040	07/25/19	A4 Skyhawk Monument Construction	CCA	\$636,454.24
California Construction Authority	03219001	10/15/19	Facility Audit - EMG	CCA	\$224,122.99
California Construction Authority	03219054	10/21/19	PacAmp Lighting Upgrade - Project Bidding	CCA	\$7,199.50
California Construction Authority	03219057	11/06/19	Lot G Paving	CCA	\$883,287.00
New					
Revision/Amendment					

Joint Powers Authority

Invoices Paid December 2019



California
CONSTRUCTION
AUTHORITY

1776 Tribute Road, Suite 220
Sacramento, CA 95815

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

FINANCING
Design
CONSTRUCTION

Paid: 12/12/2019
Check#: 88089

Payment Authorization

11/22/2019

Amount: \$5,903.54

Vendor Name: CFFA

Invoice No.: 2765

Invoice Date: 11/22/2019

Project No.: 032-19004 (Amendment)

Project Name: Costa Mesa Building HVAC Project

Fair Name: OC Fair & Event Center

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

Approved for Payment


Project Manager


Construction Manager


Accounting Department


Managing Officer or Designee



**CALIFORNIA
CONSTRUCTION
AUTHORITY**

1776 Tribute Road, Suite 220
Sacramento, CA 95815

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

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

Invoice

Invoice Number: 2765
Invoice Date: 11/22/2019
Customer Code: 32nd
Project: 03219004
Costa Mesa Building HVAC Replacemen

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

Description	Amount
Project Costs per Amendment 19-004	5,903.54
	\$5,903.54

Thank you for your business!

Questions: mlee@ccaauthority.org

Net Invoice: \$5,903.54
Sales Tax: 0.00
Invoice Total: \$5,903.54



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

AMENDMENT TO LETTER OF UNDERSTANDING
Costa Mesa Building HVAC-Project Bidding

To: 32nd DAA, OC Fair and Event Center Date: June 28, 2019

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

Subject: Letter of Understanding No. 19-004 (CCA Project No. 032-19-004)

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

PROJECT: See Exhibit A, Costa Mesa Buildings HVAC Project
SCHEDULE: Complete
FUNDING: Fair Funded


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

2. On or before July 12, 2019, Fair shall remit funds to the Authority in the amount of **FIVE THOUSAND NINE HUNDRED THREE and 54/100 Dollars (\$5,903.54)**, which is the current additional Project Cost. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the Project Account. Upon receipt of such notice, Fair will immediately remit additional funds to the Authority.

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


Becky Bailey-Findley
Managing Director
California Construction Authority

Date

 11-22-19
Kathy Kramer Michele Richards
Chief Executive Officer
OC Fair & Event Center

Date



**CALIFORNIA
FAIRS FINANCING
AUTHORITY**

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

FINANCING
DESIGN
CONSTRUCTION

Exhibit A

June 28, 2019

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

The cost proposal is for the Solicitation of Bids, Administration and Award of Bid, and a Final Inspection for the Costa Mesa Building HVAC Replacement at the OC Fair and Event Center (Fair), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. CCA will prepare the bid documents, manage the bid solicitation and award process; The Fair will conduct the job walk and bid opening.
- C. CCA will provide project administration services associated with the Bidding Process for the Costa Mesa Building HVAC Replacement.
- D. CCA will prepare the contract documents, contract oversight, and conduct final inspection for the project.

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

CCA fees and estimated reimbursable costs to provide the "Bid Solicitation and Administration" support, for the **Costa Mesa HVAC Replacement Project Bidding** are confirmed to be \$64,654.04, as detailed below. A breakdown of the estimated cost follows:

**OC Fair/32nd DAA
Costa Mesa Building HVAC Replacement
Project Cost Breakdown - Amendment 1**

	Estimated		Actual		Dif	
<u>PROJECT BIDDING COSTS</u>						
Advertising/Assemble Bid Package	\$2,500.00		\$2,500.00		\$0.00	
Project Sub-Total		\$2,500.00		\$2,500.00		\$0.00
<u>PROJECT CONSTRUCTION COSTS</u>						
Construction Cost	\$46,000.00		\$55,909.00		\$9,909.00	
10% Contingency	\$ 4,600.00		\$ -		\$(4,600.00)	
Project Sub-Total		\$ 0,600.00		\$55,909.00		\$ 5,309.00
<u>**PROFESSIONAL SERVICES/CONSULTANTS</u>						
Inspection Services	\$ 500.00		\$1,500.00		\$ -	
Professional Services Sub-Total		\$ 1,500.00		\$1,500.00		\$ -
<u>**REIMBURSABLES (Estimate)</u>						
Travel	\$ 1,250.00		\$1,250.00		\$ -	
Misc.	\$ 100.00		\$ 100.00		\$ -	
Reimbursable Sub-Total		\$ 1,350.00		\$1,350.00		\$ -
<u>MANAGEMENT/ADMINISTRATION FEES</u>						
Construction Project Administration Fee (6%)	\$ 2,760.00		\$3,354.54		\$ 594.54	
Other Direct Costs Handling Fee (3%)	\$ 40.50	\$ 2,800.50	\$ 40.50	\$3,395.04	\$ -	\$ 594.54
Total Costs, with Fees and Costs		\$ 58,750.50		\$64,654.04		\$ 5,903.54

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

It is scheduled that the project will commence as soon as possible and be completed May 28, 2019. If any third party professional services/consultant outside services, contracted by CCA on behalf of this project, are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CCA.

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

shall not reimburse CCA for costs and expenses incurred as a result of CCA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CCA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CCA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CCA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 19-004, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 19-004, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Kathy Kramer is the Fair's representative for purposes of authorizing CCA to make expenditures or enter into contracts. If you have any questions, please call Sean Slay at (916) 470-4673.



CALIFORNIA
CONSTRUCTION
AUTHORITY

1776 Tribute Road, Suite 220
Sacramento, CA 95815

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

FINANCING
DESIGN
CONSTRUCTION

Paid: 12/12/2019
Check#: 88089

Payment Authorization

11/22/2019

Amount: \$883,287.00

Vendor Name: CFFA

Invoice No.: 2766

Invoice Date: 11/22/2019

Project No.: 032-19057

Project Name: Lot G Paving

Fair Name: OC Fair & Event Center

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

Approved for Payment


Project Manager


Construction Manager


Accounting Department


Managing Officer or Designee



California
CONSTRUCTION
AUTHORITY

1776 Tribute Road, Suite 220
Sacramento, CA 95815

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

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

Invoice

Invoice Number: 2766
Invoice Date: 11/22/2019
Customer Code: 32nd
Project: 03219057
Lot G Paving

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

Description	Amount
Contractors Costs	750,000.00
Construction Contingency	75,000.00
Special Inspections	11,500.00
Travel	1,300.00
Misc. Costs	100.00
Administration Fees - 6%	45,000.00
CFFA Project Handling Fee	387.00
	\$883,287.00

Thank you for your business!

Questions: mlee@ccaauthority.org

Net Invoice: \$883,287.00
Sales Tax: 0.00
Invoice Total: \$883,287.00



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

LETTER OF UNDERSTANDING Lot G Paving

To: 32nd DAA, OC Fair and Event Center Date: November 6, 2019

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

Subject: Letter of Understanding No. 19-0057 (CCA Project No. 032-19-057)

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

PROJECT: See Exhibit A, Lot G Paving Project
SCHEDULE: To be completed by February 28, 2020
FUNDING: Fair Funded


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

2. On or before November 21, 2019, Fair shall remit funds to the Authority in the amount of **EIGHT HUNDRED EIGHTY THREE THOUSAND TWO HUNDRED EIGHTY SEVEN and 00/100 Dollars (\$883,287.00)**, which is the current estimated Project Cost. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the Project Account. Upon receipt of such notice, Fair will immediately remit additional funds to the Authority.

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


Becky Bailey-Findley
Managing Director
California Construction Authority

Date

 11-22-19
Michele Richards
Chief Executive Officer
OC Fair & Event Center

Date



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Inbute Road, Suite 100
Sacramento, CA 95815

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

FINANCING
DESIGN
CONSTRUCTION

Exhibit A

November 6, 2019

Project No. **032-19-010**
Subject: **32nd District Agricultural Association
Lot G Paving Project**

The cost proposal is for the Solicitation of Bids, Administration and Award of Bid, and a Final Inspection for the Lot G Paving Project at the OC Fair and Event Center (Fair), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. CCA will prepare the bid documents, manage the bid solicitation and award process; The Fair will conduct the job walk.
- C. CCA will provide project administration services associated with the Bidding Process for the Lot G Paving Project.
- D. CCA will prepare the contract documents, contract oversight, and conduct final inspection for the project.

This cost proposal is for the Bid Solicitation and Administration process plus Contract Award and Administration, including Final Inspection. The Fair understands that additional costs may be incurred if the process is extended beyond the current bid due date of December 11, 2019, or if the project requires an additional bidding process. Included in this cost proposal are CCA's Project Administration fees.

CCA fees and estimated reimbursable costs to provide the "Bid Solicitation and Administration of Contract" support, for the **Lot G Paving Project Bidding** are estimated to be \$849,942.00, as detailed below. A breakdown of the estimated cost follows:

**OC Fair/32nd DAA
Lot G Paving Project
Project Cost Breakdown**

PROJECT CONSTRUCTION COSTS - ESTIMATED		
Construction Cost	\$ 750,000.00	
Contingency (10%)	\$ 75,000.00	
	Project Sub-Total	\$ 825,000.00
**PROFESSIONAL SERVICES/CONSULTANTS		
Inspection Services (Willdan)	\$ 11,500.00	
	Professional Services Sub-Total	\$ 11,500.00
**REIMBURSABLES (Estimate)		
Travel	\$ 1,300.00	
Misc.	\$ 100.00	
	Reimbursable Sub-Total	\$ 1,400.00
MANAGEMENT/ADMINISTRATION FEES		
Construction Project Administration Fee (6%)	\$ 45,000.00	
Other Direct Costs Handling Fee (3%)	\$ 387.00	\$ 45,387.00
Total Costs, with Fees and Estimated Costs		\$ 883,287.00

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

It is scheduled that the project will commence as soon as possible and be completed February 28, 2020. If any third party professional services/consultant outside services, contracted by CCA on behalf of this project, are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CCA.

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

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CCA

will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CCA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CCA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 19-057, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 19-057, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Michele Richards is the Fair's representative for purposes of authorizing CCA to make expenditures or enter into contracts. If you have any questions, please call Sean Slay at (916) 470-4673.