

**OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
AS OF August 31, 2022**

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
California Fair Financing Authority	03213031/B	8/15/2013	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70
California Construction Authority	03220085	5/24/2021	Lot G Utilities Upgrade	CCA	\$147,167.98
California Construction Authority	03220085	1/3/2022	Lot G Utilities Upgrade (Amendment 1)	CCA	\$502,650.96
California Construction Authority	03222003	1/6/2022	2022 Storm Water Program Assistance	CCA	\$48,480.00
California Construction Authority	03222005	2/25/2022	Serenity Walk (30% Landscape Design)	CCA	\$30,920.00
New					
California Construction Authority	03222005	7/29/2022	Serenity Walk (Construction Docs, Bidding & Construction)	CCA	\$500,000.00
California Construction Authority	03222089	8/2/2022	Master Site Plan - Cost Estimating	CCA	\$9,981.75



CALIFORNIA CONSTRUCTION AUTHORITY

LETTER OF UNDERSTANDING

SERENITY WALK (Construction Docs, Bidding, & Construction)

To: 32nd DAA/OC Fair & Event Center

Date: July 29, 2022

From: Randy Crabtree, Jr. Executive Office
California Construction Authority

Subject: Letter of Understanding No. 22-005 (CCA Project No. **032-22-005**)

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, 32nd District Agricultural Association **Serenity Walk (Construction Docs, Bidding, & Construction)**

SCHEDULE: Work to be completed by **February 28, 2023**

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 **August 12, 2022**, Fair shall remit funds to the Authority in the amount of **Five Hundred Thousand And 00/100 Dollars (\$500,000.00)**, which is the current estimated Project Cost. Authority will notify Fair in writing if 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.



Randy Crabtree, Jr.
Executive Office
California Construction Authority

Date



Michele Richards
Chief Executive Officer
OC Fair & Event Center

Date



CALIFORNIA CONSTRUCTION AUTHORITY

Exhibit A

July 29, 2022

Project No. **032-22-005**
Subject: **32nd District Agricultural Association
Serenity Walk (Construction Docs, Bidding, & Construction)**

This cost proposal is for the management and handling of the Serenity Walk (Construction Docs, Bidding, & Construction) project at the OC Fair & 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 (DAA)/OC Fair & Event Center (Fair).
- B. The scope of work includes:
 - 1. Develop Construction Documents
 - 2. Plan Review
 - 3. Bidding
 - 4. Enhanced Worker Oversight
 - 5. Special Inspection
 - 6. Construction of the Serenity Walk Landscape Improvements
- C. CCA will provide project administration services associated with the project.

This cost proposal is for the Contract Award and Administration process. The Fair understands that additional costs may be incurred if additional tasks are required. Included in this cost proposal are CCA's Project Administration fees.

CCA fees and estimated reimbursable costs to manage the **Serenity Walk (Design & Bidding) project** at the **OC Fair & Event Center** are estimated to be **FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$500,000.00)**, as detailed below. A breakdown of the estimated cost follows:



OC Fair & Event Center/32nd DAA
Serenity Walk (Construction Docs, Bidding, & Construction)
Project Cost Breakdown

Cost Breakdown	CDs, Bid, & Construction
<u>CONSTRUCTION & CONSULTANTS (Estimate)</u>	
Landscape Architectural Services	\$ 45,000.00
Estimated Construction Costs	\$ 350,000.00
Contingency 10%	\$ 35,000.00
Bidding	\$ 1,200.00
Construction & Consultants Sub-Total	\$ 431,200.00
<u>REIMBURSABLES (Estimate)</u>	
Travel & Associated Costs	\$ 3,000.00
Enhanced Worker Safety Oversight	\$ 8,086.00
Plan Review	\$ 950.00
Inspections	\$ 3,500.00
Special Inspection	\$ 8,500.00
Advertising	\$ 2,350.00
Reproduction Services	\$ 500.00
Misc.	\$ 250.00
* Reimbursable Sub-Total	\$ 27,136.00
<u>MANAGEMENT/ADMINISTRATION FEES</u>	
Fee Project and Construction Management	\$ 39,500.00
Direct Costs Handling Fee (3%)	\$ 2,164.00
Management & Admin Subtotal	\$ 41,664.00
Total Costs, with Fees and Estimated Costs	\$ 500,000.00

All actual costs directly associated with any construction contingency funds that are used and/or professional services utilized will be subject to CFFA's Project Administration/Handling fees.

CCA Technical Support billed on a T&M basis, in accordance with CCA approved Fee Schedule

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

* Included in the Direct Costs Handling Fee (3%)

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 22-005**, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 22-005, 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 **Project Manager Sean Slay at (916) 470-4673**.



CALIFORNIA CONSTRUCTION AUTHORITY

1776 TRIBUTE Rd. 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: 3371
Invoice Date: 7/29/2022
Customer Code: 32nd
Project: 03222005
Serenity Walk

-Please make checks payable to California Construction Authority

Description	Amount
Construction Docs, Bidding & Construction	500,000.00
	<u>\$500,000.00</u>

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: ap@ccauthority.org

Net Invoice: \$500,000.00
Sales Tax: 0.00
Invoice Total: \$500,000.00



CALIFORNIA CONSTRUCTION AUTHORITY

LETTER OF UNDERSTANDING **Master Site Plan – Cost Estimating**

To: 32nd DAA/OC Fair & Event Center

Date: August 2, 2022

From: Randy Crabtree, Jr. Executive Office
California Construction Authority

Subject: Letter of Understanding No. 22-089 (CCA Project No. **032-22-089**)

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, 32nd District Agricultural Association **Master Site Plan – Cost Estimating**

SCHEDULE: Work to be completed by **Dec 31, 2022**

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 **August 12, 2022**, Fair shall remit funds to the Authority in the amount of **Nine Thousand, Nine Hundred Eighty-One And 75/100 Dollars (\$9,981.75)**, 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.

 **8/9/22**
Randy Crabtree, Jr.
Executive Officer
California Construction Authority

Date

 **8-3-22**
Michele Richards
Chief Executive Officer
OC Fair & Event Center

Date



CALIFORNIA CONSTRUCTION AUTHORITY

Exhibit A

August 2, 2022

Project No. **032-22-005**
Subject: **32nd District Agricultural Association**
Master Site Plan – Cost Estimating

This cost proposal is for the management and handling of the Master Site Plan - Cost Estimating project at the OC Fair & 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 (DAA)/OC Fair & Event Center (Fair).
- B. The scope of work includes:
 - 1. Engage a consultant to provide cost estimating
 - 2. CCA will review cost estimating data
 - 3. CCA will coordinate two meetings
- C. CCA will provide project administration services associated with the project.

This cost proposal is for the Contract Award and Administration process. The Fair understands that additional costs may be incurred if additional tasks are required. Included in this cost proposal are CCA's Project Administration fees.

CCA fees and estimated reimbursable costs to manage the **Master Site Plan - Cost Estimating project at the OC Fair & Event Center** are estimated to be **Nine Thousand, Nine Hundred Eighty-One And 75/100 Dollars (\$9,981.75)**, as detailed below. A breakdown of the estimated cost follows:



**OC Fair & Event Center/32nd DAA
Master Site Plan - Cost Estimating
Project Cost Breakdown**

Cost Breakdown

<u>CONSULTANTS (Estimate)</u>	
Master Plan Cost Estimating	6,435.00
Contingency	1,500.00
	-
	-
	-
Construction & Consultants Sub-Total	\$ 7,935.00
<u>REIMBURSABLES (Estimate)</u>	
Travel & Associated Costs	600.00
Estimating Review	400.00
Misc.	50.00
* Reimbursable Sub-Total	\$ 1,050.00
<u>MANAGEMENT/ADMINISTRATION FEES</u>	
Fee Project and Construction Management	772.20
Direct Costs Handling Fee (3%)	224.55
Management & Admin Subtotal	\$ 996.75
Total Costs, with Fees and Estimated Costs	\$ 9,981.75

All actual costs directly associated with any construction contingency funds that are used and/or professional services utilized will be subject to CFFA's Project Administration/Handling fees.

CCA Technical Support billed on a T&M basis, in accordance with CCA approved Fee Schedule

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

* Included in the Direct Costs Handling Fee (3%)

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 22-089**, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 22-089, 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 **Project Coordinator Sean Slay at (916) 470-4673**.

Joint Powers Authority

**Invoices Paid
June-August 2022**

CFFA



CALIFORNIA CONSTRUCTION AUTHORITY

1776 TRIBUTE RD. SUITE 220
SACRAMENTO, CA 95815

RECEPTION: (916) 263-6100
FAX: (916) 263-6116

RECEIVED

JUN 28 2022

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

Invoice



By: _____

Invoice Number: 3337
Invoice Date: 6/28/2022
Customer Code: 32nd
Project: 03220025
Campground Storm Water

-Please make checks payable to California Construction Authority

Description	Amount
Construction Cost	31,323.09
Reimbursables - Travel	500.00
Construction Project Administration Fee	3,132.31
Other Direct Costs Handling Fee	15.00
	\$34,970.40

1820-00-22807

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: ap@ccaauthority.org

Net Invoice: \$34,970.40
Sales Tax: 0.00
Invoice Total: \$34,970.40



CALIFORNIA CONSTRUCTION AUTHORITY

AMENDMENT 02 LETTER OF UNDERSTANDING

Campground Storm Water Infrastructure Project

To: 32nd DAA, OC Fair & Event Center

Date: June 23, 2022

From: Randy Crabtree Jr., Executive Office
California Construction Authority

Subject: Letter of Understanding No. 20-025 (CCA Project No. 032-20-025)

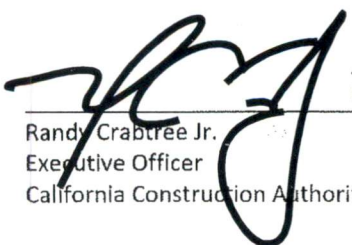
This Letter of Understanding ("LOU") is entered into between California Construction Authority ("Authority") and the 32nd DAA, OC Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated January 1, 1997, to complete the scope of services set forth in Exhibit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

PROJECT: See Exhibit A, Campground Storm Water Infrastructure Project
SCHEDULE: Work is completed
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 June 30, 2022, Fair shall remit funds to the Authority in the amount of **THIRTY-FOUR THOUSAND, NINE HUNDRED SEVENTY and 40/100 Dollars (\$34,970.40)**, which is the current estimated Amended 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.


Randy Crabtree Jr.
Executive Officer
California Construction Authority

Date


Michele Richards
Chief Executive Officer
OC Fair & Event Center

Date



CALIFORNIA CONSTRUCTION AUTHORITY

Amendment 02 Exhibit A

June 23, 2022

Project No. **032-20-025**

Subject: **32nd District Agricultural Association
Campground Storm Water Infrastructure Project**

- The cost proposal is for the Solicitation of Bids, Administration and Award of Bid, Project Management, Construction Inspection, and a Final Inspection for the Campground Storm Water Infrastructure 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, bid opening, and award process; The Fair will conduct the job walk.
- C. CCA will provide project administration services associated with the Bidding Process for the Campground Storm Water Infrastructure Project.
- D. CCA will prepare the contract documents, contract oversight, project management, construction inspection, and conduct final inspection for the project.

This cost proposal is for the Bid Solicitation and Administration process plus Contract Award and Administration, Project Management including Final Inspection. The Fair understands that additional costs may be incurred if the bidding is extended beyond the anticipated bid due date of June 18, 2020, 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 "Solicitation of Bids, Administration and Award of Bid, Project Management, Construction Inspection, and a Final Inspection", for the **Campground Storm Water Infrastructure Project** are estimated to be **\$291,138.40**, as detailed below. A breakdown of the estimated cost follows:



**OC Fair/32nd DAA
Campground Site Improvements
Project Cost Breakdown**

	Original	Amend 1	Amend 2	
PROJECT BIDDING COSTS				
Advertising/Assemble Bid Package	\$2,500.00			
Project Sub-Total				\$ 2,500.00
PROJECT CONSTRUCTION COSTS - ESTIMATED				
Construction Cost	\$ 195,000.00	\$ 5,502.64	\$ 31,323.09	
10% Contingency	\$ 19,500.00	\$ 550.26		
Project Sub-Total				\$ 251,875.99
**PROFESSIONAL SERVICES/CONSULTANTS				
Inspection Services (Additional Oversight due to Changes & EWSP)	\$ 6,200.00			
Special Inspection (Geo Technical)	\$ 5,000.00			
Professional Services Sub-Total				\$ 11,200.00
**REIMBURSABLES (Estimate)				
Travel	\$ 1,600.00		\$ 500.00	
Misc.	\$ 250.00			
Reimbursable Sub-Total			\$ 500.00	\$ 2,350.00
MANAGEMENT/ADMINISTRATION FEES				
Construction Project Administration Fee (10%)	\$ 19,500.00	\$ 158.59	\$ 3,132.31	
Other Direct Costs Handling Fee (3%)	\$ 406.50		\$ 15.00	\$ 23,212.40
Total Costs, with Fees and Estimated Costs				
	\$ 6,211.50	\$ 34,970.40	\$ 291,138.40	

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

This project is complete. 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 20-025**, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this **LOU 20-025**, 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.

O.C. Fair & Event Center
CHECK REQUEST FORM

Date: 08/12/22

Date Needed: 8/12/2022

Vendor Code (For Acct Use): CFFA

Check Amount: \$500,000.00

GL Account/Dept # 1820-00-22BOC-A
(Required by Requester)

Please attach all approved invoices, delivery receipts and Payee Data Record (if applicable)

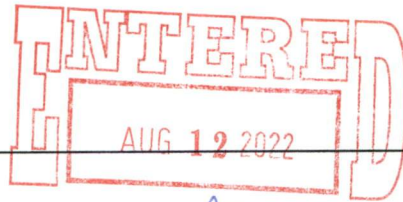
Vendor Name Payable To: CALIFORNIA CONSTRUCTION AUTHORITY

Vendor Address: 1776 TRIBUTE ROAD, SUITE# 220

SACRAMENTO, CA 95815

Reason for Request:

SERENITY WALK CONSTRUCTION



By: [Signature]

Check Handling Instructions:
(Circle One)

Mail

Hold for Pickup

*I verify that all goods and services
have been rendered and/or received.*

LINDA DORADO

Person Making Request

[Signature] 8/12/22
COO DATE

KEN KARNS



California Construction Authority

1776 TRIBUTE Rd. Suite 220
SACRAMENTO, CA 95817

RECEPTION: (916) 263-6100
FAX: (916) 263-6116

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

Invoice

Invoice Number: 3371
Invoice Date: 7/29/2022
Customer Code: 32nd
Project: 03222005
Serenity Walk

-Please make checks payable to California Construction Authority

Description	Amount
Construction Docs, Bidding & Construction	500,000.00
	<u>\$500,000.00</u>

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: ap@ccaauthority.org

Net Invoice: \$500,000.00
Sales Tax: 0.00
Invoice Total: \$500,000.00



California Construction Authority

LETTER OF UNDERSTANDING

SERENITY WALK (Construction Docs, Bidding, & Construction)

To: 32nd DAA/OC Fair & Event Center

Date: July 29, 2022

From: Randy Crabtree, Jr. Executive Office
California Construction Authority

Subject: Letter of Understanding No. 22-005 (CCA Project No. **032-22-005**)

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, 32nd District Agricultural Association **Serenity Walk (Construction Docs, Bidding, & Construction)**

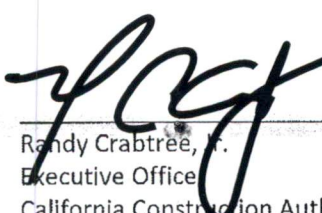
SCHEDULE: Work to be completed by **February 28, 2023**

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 **August 12, 2022**, Fair shall remit funds to the Authority in the amount of **Five Hundred Thousand And 00/100 Dollars (\$500,000.00)**, which is the current estimated Project Cost. Authority will notify Fair in writing if 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.


Randy Crabtree, Jr.
Executive Office
California Construction Authority

Date


Michele Richards
Chief Executive Officer
OC Fair & Event Center

Date



CALIFORNIA CONSTRUCTION AUTHORITY

Exhibit A

July 29, 2022

Project No. 032-22-005
Subject: 32nd District Agricultural Association
Serenity Walk (Construction Docs, Bidding, & Construction)

This cost proposal is for the management and handling of the Serenity Walk (Construction Docs, Bidding, & Construction) project at the OC Fair & 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 (DAA)/OC Fair & Event Center (Fair).
- B. The scope of work includes:
 - 1. Develop Construction Documents
 - 2. Plan Review
 - 3. Bidding
 - 4. Enhanced Worker Oversight
 - 5. Special Inspection
 - 6. Construction of the Serenity Walk Landscape Improvements
- C. CCA will provide project administration services associated with the project.

This cost proposal is for the Contract Award and Administration process. The Fair understands that additional costs may be incurred if additional tasks are required. Included in this cost proposal are CCA's Project Administration fees.

CCA fees and estimated reimbursable costs to manage the **Serenity Walk (Design & Bidding) project** at the **OC Fair & Event Center** are estimated to be **FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$500,000.00)**, as detailed below. A breakdown of the estimated cost follows:



OC Fair & Event Center/32nd DAA
Serenity Walk (Construction Docs, Bidding, & Construction)
Project Cost Breakdown

Cost Breakdown		CDs, Bid, & Construction
<u>CONSTRUCTION & CONSULTANTS (Estimate)</u>		
Landscape Architectural Services		\$ 45,000.00
Estimated Construction Costs		\$ 350,000.00
Contingency 10%		\$ 35,000.00
Bidding		\$ 1,200.00
Construction & Consultants Sub-Total		\$ 431,200.00
<u>REIMBURSABLES (Estimate)</u>		
Travel & Associated Costs		\$ 3,000.00
Enhanced Worker Safety Oversight		\$ 8,086.00
Plan Review		\$ 950.00
Inspections		\$ 3,500.00
Special Inspection		\$ 8,500.00
Advertising		\$ 2,350.00
Reproduction Services		\$ 500.00
Misc.		\$ 250.00
* Reimbursable Sub-Total		\$ 27,136.00
<u>MANAGEMENT/ADMINISTRATION FEES</u>		
Fee Project and Construction Management		\$ 39,500.00
Direct Costs Handling Fee (3%)		\$ 2,164.00
Management & Admin Subtotal		\$ 41,664.00
Total Costs, with Fees and Estimated Costs		\$ 500,000.00

All actual costs directly associated with any construction contingency funds that are used and/or professional services utilized will be subject to CFFA's Project Administration/Handling fees.

CCA Technical Support billed on a T&M basis, in accordance with CCA approved Fee Schedule

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

* Included in the Direct Costs Handling Fee (3%)

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 22-005**, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 22-005, 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 **Project Manager Sean Slay at (916) 470-4673**.



CALIFORNIA CONSTRUCTION AUTHORITY

1776 TRIBUTE RD. SUITE 220
SACRAMENTO, CA 95815

RECEPTION: (916) 263-6100
FAX: (916) 263-6116

pd
✓ # 92095
8/12/22

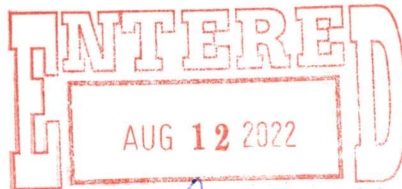
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 3378
Invoice Date: 8/12/2022
Customer Code: 32nd
Project: 03222089
Master Site Plan

-Please make checks payable to California Construction Authority

Description	Amount
Master Plan Cost Estimating	6,435.00
Contingency	1,500.00
Travel & Associated Costs	600.00
Estimating Review	400.00
Misc.	50.00
Fee Project and Construction Management	772.20
Direct Costs Handling Fee (3%)	224.55
	\$9,981.75



By: _____

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: ap@ccaauthority.org

Net Invoice: \$9,981.75
Sales Tax: 0.00
Invoice Total: \$9,981.75

CFFA



CALIFORNIA CONSTRUCTION AUTHORITY

LETTER OF UNDERSTANDING Master Site Plan – Cost Estimating

To: 32nd DAA/OC Fair & Event Center

Date: August 2, 2022

From: Randy Crabtree, Jr. Executive Office
California Construction Authority

Subject: Letter of Understanding No. 22-089 (CCA Project No. **032-22-089**)

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, 32nd District Agricultural Association **Master Site Plan – Cost Estimating**
SCHEDULE: Work to be completed by **Dec 31, 2022**
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 **August 12, 2022**, Fair shall remit funds to the Authority in the amount of **Nine Thousand, Nine Hundred Eighty-One And 75/100 Dollars (\$9,981.75)**, 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.

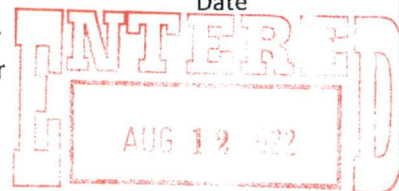
TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay the Project Cost shall survive termination of this LOU.

[Signature]
Randy Crabtree, Jr.
Executive Officer
California Construction Authority

Date

[Signature]
Michele Richards
Chief Executive Officer
OC Fair & Event Center

Date





CALIFORNIA CONSTRUCTION AUTHORITY

Exhibit A

August 2, 2022

Project No. 032-22-005
Subject: 32nd District Agricultural Association
Master Site Plan – Cost Estimating

This cost proposal is for the management and handling of the Master Site Plan - Cost Estimating project at the OC Fair & 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 (DAA)/OC Fair & Event Center (Fair).
- B. The scope of work includes:
 - 1. Engage a consultant to provide cost estimating
 - 2. CCA will review cost estimating data
 - 3. CCA will coordinate two meetings
- C. CCA will provide project administration services associated with the project.

This cost proposal is for the Contract Award and Administration process. The Fair understands that additional costs may be incurred if additional tasks are required. Included in this cost proposal are CCA's Project Administration fees.

CCA fees and estimated reimbursable costs to manage the **Master Site Plan - Cost Estimating project** at the OC Fair & Event Center are estimated to be **Nine Thousand, Nine Hundred Eighty-One And 75/100 Dollars (\$9,981.75)**, as detailed below. A breakdown of the estimated cost follows:



**OC Fair & Event Center/32nd DAA
Master Site Plan - Cost Estimating
Project Cost Breakdown**

Cost Breakdown

<u>CONSULTANTS (Estimate)</u>	
Master Plan Cost Estimating	6,435.00
Contingency	1,500.00
	-
	-
	-
Construction & Consultants Sub-Total	\$ 7,935.00
<u>REIMBURSABLES (Estimate)</u>	
Travel & Associated Costs	600.00
Estimating Review	400.00
Misc.	50.00
* Reimbursable Sub-Total	\$ 1,050.00
<u>MANAGEMENT/ADMINISTRATION FEES</u>	
Fee Project and Construction Management	772.20
Direct Costs Handling Fee (3%)	224.55
Management & Admin Subtotal	\$ 996.75
Total Costs, with Fees and Estimated Costs	\$ 9,981.75

All actual costs directly associated with any construction contingency funds that are used and/or professional services utilized will be subject to CFFA's Project Administration/Handling fees.

CCA Technical Support billed on a T&M basis, in accordance with CCA approved Fee Schedule

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

* Included in the Direct Costs Handling Fee (3%)

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Joint Powers Authority

**Invoices Paid
September 2022**

None