

**OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
APRIL 2023**

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
California Construction Authority	03222005 & Amendments	7/29/2022	Serenity Walk (Construction Docs, Bidding & Construction)	CCA	\$817,000.00
California Construction Authority	03222090	8/30/202	OCFEC PSPS Project	CCA	\$351,661.16
California Construction Authority	03220085	10/21/2022	Lot G Utilities Upgrade	CCA	\$950,907.32
California Construction Authority	03222113	10/22/2022	Building 15 Demolition	CCA	\$13,894.00
California Construction Authority	03222114 & Amendments	3/2/2023	Market Place & Banana Buildings Demolition	CCA	\$399,104.00
California Construction Authority	03222115	10/24/2022	Beef Barn Buildings (3) Demolition	CCA	\$19,673.80
California Construction Authority	03222102	1/25/2023	2023 Storm Water Program Assistance	CCA	\$48,480.00
California Construction Authority	03223006	1/26/2023	Huntington Beach HVAC (Bidding & Construction)	CCA	\$68,130.80
California Construction Authority	03223001	3/1/2023	Administration Office Addition	CCA	\$1,559,745.78
New					
None.					
Amendments					
California Construction Authority	03222113 (Amend. #1)	3/14/2023	Building 15 Demolition	CCA	\$200,986.00
California Construction Authority	03222115 (Amend. #1)	3/20/2023	Beef Barn Buildings (3) Demolition	CCA	\$ 258,478.00



CALIFORNIA CONSTRUCTION AUTHORITY

LETTER OF UNDERSTANDING – Amendment 1 Building 15 Demolition

To: 32nd DAA/OC Fair & Event Center

Date: March 14, 2023

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

Subject: Letter of Understanding No. 22-113 (CCA Project No. **032-22-113**)

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

PROJECT: See Exhibit A, 32nd District Agricultural Association **Building 15 Demolition**

SCHEDULE: Work to be completed by **January 1, 2024**

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. Upon receipt, the Fair shall remit funds to the Authority for **Two Hundred Thousand, Nine Hundred Eighty-Six And 00/100 Dollars (\$200,986.00)**, 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 the termination of this LOU.

DocuSigned by:

Randy Crabtree

3/21/2023

F77C2778134947C...

Randy Crabtree, Jr.

Date

Executive Officer

California Construction Authority

DocuSigned by:

Michael Richards

3/16/2023

87DC9C78193C4A1...

Michele Richards

Date

Chief Executive Officer

OC Fair & Event Center

DS
kk

California Construction Authority
1776 TRIBUTE Rd., SUITE 220 - SACRAMENTO, CA 95815 - (916) 263-6100

DS
kk

DS
KR



Exhibit A

March 14, 2023

Project No. **032-22-113**
Subject: **32nd District Agricultural Association, Orange County Fair & Event Center
Building 15 Demolition Project**

This cost proposal is for the management and handling of the **Building 15 Demolition Project** at the OC Fair & Event Center (Fair) and is based upon the following Scope of Work:

- A. The proposed project's site is at the 32nd District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The scope of work consists of the following:
 - a. Demolishing Farmhouse "Building 15," Including the foundation and concrete ramps.
 - b. Replace Electrical Vault
 - c. Pave Resulted Area With A/C
- C. CCA will provide project administration services associated with the project.

This cost proposal is for the Design Development, Construction Development, Bidding Process, Construction, 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 **Building 15 Demolition Project** at the **OC Fair & Event Center** are estimated to be **Two Hundred Fourteen Thousand, Eight Hundred Eighty And 00/100 Dollars (\$214,880.00)**, as detailed below. A breakdown of the estimated cost follows:



Exhibit B

OC Fair/32nd DAA Building 15 Demolition - Amendment 1 Project Cost Breakdown

	Original	Construction	Total
**PROFESSIONAL SERVICES/CONSULTANTS			
Demolition Design Services	6,500.00	1,800.00	8,300.00
Design Contingency 10%	650.00		650.00
Special Inspections		1,800.00	1,800.00
			-
Professional Services Sub-Total	7,150.00	3,600.00	10,750.00
CONSTRUCTION COSTS			
Construction Cost		153,000.00	153,000.00
Contingency 10%		15,300.00	15,300.00
			-
Construction Sub-Total	-	168,300.00	168,300.00
**REIMBURSABLES (Estimate)			
Travel	1,500.00	1,500.00	3,000.00
Bid Advertisement	1,000.00		1,000.00
Inspections		6,500.00	6,500.00
Geotech Inspections		1,500.00	1,500.00
Misc.	250.00		250.00
			-
Reimbursable Sub-Total	2,750.00	9,500.00	12,250.00
MANAGEMENT/ADMINISTRATION FEES			
Design Phase Management Fee (T&M)	1,900.00		1,900.00
Bidding Phase Management Fee (T&M)	1,500.00		1,500.00
Enhanced Worker Safety Program Oversight (T&M)		3,500.00	3,500.00
Construction Project Admin Fee (CCA Fee Schedule %)		15,300.00	15,300.00
Other Direct Costs Handling Fee (6%)	594.00	786.00	1,380.00
			-
Manage/Admin Sub-Total	3,994.00	19,586.00	23,580.00
Total by Phase			
	\$ 13,894.00	\$ 200,986.00	
Total Costs, with Fees and Estimated Costs			\$ 214,880.00

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

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 the 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 an 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 22-113 Amendment 1** through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this **LOU 22-113 Amendment 1**, 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 Josiah Velichko at (916) 570-3040**.



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: 3509
Invoice Date: 3/13/2023
Customer Code: 32nd
Project: 03222113
Building 15 Demolition

-Please make checks payable to California Construction Authority

Description	Amount
Demolition Design Services	1,800.00
Special Inspections	1,800.00
Construction Cost	153,000.00
Contingency 10%	15,300.00
Travel	1,500.00
Inspections	6,500.00
Geotech Inspections	1,500.00
Enhanced Worker Safety Program Oversight (T&M)	3,500.00
Construction Project Admin Fee (CCA Fee Schedule %)	15,300.00
Other Direct Costs Handling Fee (6%)	786.00
	\$200,986.00

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: ap@ccaauthority.org

Net Invoice: \$200,986.00

Sales Tax: 0.00

Invoice Total: \$200,986.00

Certificate Of Completion

Envelope Id: EA34B4B7C9BA429DA93B6382EB86C2B4	Status: Completed
Subject: Complete with DocuSign: 032-22-113 Building 15 Demo - LOU Amend 1with attached AR Invoice	
Source Envelope:	
Document Pages: 5	Signatures: 2
Certificate Pages: 6	Initials: 3
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Josiah Velichko
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1776 Tribute Rd Suite 220
	Sacramento, CA 95815
	jvelichko@cauthority.org
	IP Address: 207.183.250.90

Record Tracking

Status: Original	Holder: Josiah Velichko	Location: DocuSign
3/13/2023 9:41:41 AM	jvelichko@cauthority.org	

Signer Events

Kristie Riddlesperger
 kriddlesperger@cauthority.org
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 207.183.250.90

Timestamp

Sent: 3/13/2023 9:56:53 AM
 Viewed: 3/13/2023 3:15:04 PM
 Signed: 3/14/2023 9:09:45 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/14/2022 10:03:10 AM
 ID: 1745a9c8-b248-4a5f-a021-ccd240617ed4

Sean Slay
 sslay@cauthority.org
 Security Level: Email, Account Authentication (None)



Signature Adoption: Drawn on Device
 Using IP Address: 207.183.250.90
 Signed using mobile

Sent: 3/14/2023 9:09:46 AM
 Viewed: 3/14/2023 9:10:02 AM
 Signed: 3/14/2023 9:10:16 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Ken Karns
 kkarns@ocfair.com
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 173.196.192.88

Sent: 3/14/2023 9:10:18 AM
 Viewed: 3/14/2023 9:11:54 AM
 Signed: 3/14/2023 9:25:37 AM

Electronic Record and Signature Disclosure:
 Accepted: 1/26/2023 9:01:24 AM
 ID: 3d184e1a-0603-4bff-bd74-38b69041ee1d

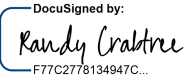
Michael Richards
 mrichards@ocfair.com
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 173.196.192.88

Sent: 3/14/2023 9:25:38 AM
 Viewed: 3/16/2023 9:58:09 AM
 Signed: 3/16/2023 9:58:26 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/16/2023 9:58:09 AM
 ID: 0586badc-fb27-4377-8274-2fe1e2618ddd

Signer Events	Signature	Timestamp
Randy Crabtree rcrabtree@ccauthority.org Randy C Crabtree, CEO Security Level: Email, Account Authentication (None)	DocuSigned by:  F77C2778134947C... Signature Adoption: Pre-selected Style Using IP Address: 207.183.250.90	Sent: 3/16/2023 9:58:28 AM Viewed: 3/21/2023 10:16:48 AM Signed: 3/21/2023 10:16:59 AM

Electronic Record and Signature Disclosure:
Accepted: 12/13/2022 4:53:19 PM
ID: c8fa7ea1-a8d6-44b1-8a55-d19b77205adf

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Max Tang mtang@ocfair.com Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 3/21/2023 10:17:00 AM
--	---	-----------------------------

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Melissa Auyeung mauyeung@ocfair.com Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 3/21/2023 10:17:02 AM
--	---	-----------------------------

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Summer Angus sangus@ocfair.com Executive Assistant OC Fair & Event Center Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 3/21/2023 10:17:03 AM Viewed: 3/21/2023 10:25:36 AM
--	---	--

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Josiah Velichko jvelichko@ccauthority.org Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 3/21/2023 10:17:04 AM Resent: 3/21/2023 10:17:09 AM
--	---	--

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/13/2023 9:56:53 AM
Envelope Updated	Security Checked	3/14/2023 8:56:56 AM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	3/14/2023 8:56:56 AM
Envelope Updated	Security Checked	3/14/2023 8:56:56 AM
Envelope Updated	Security Checked	3/14/2023 8:56:56 AM
Envelope Updated	Security Checked	3/14/2023 8:56:56 AM
Envelope Updated	Security Checked	3/14/2023 8:56:56 AM
Certified Delivered	Security Checked	3/21/2023 10:16:48 AM
Signing Complete	Security Checked	3/21/2023 10:16:59 AM
Completed	Security Checked	3/21/2023 10:17:04 AM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, California Construction Authority (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact California Construction Authority:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mlee@ccaauthority.org

To advise California Construction Authority of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mlee@ccaauthority.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from California Construction Authority

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mlee@ccaauthority.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with California Construction Authority

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mlee@ccaauthority.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify California Construction Authority as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by California Construction Authority during the course of your relationship with California Construction Authority.



CALIFORNIA CONSTRUCTION AUTHORITY

LETTER OF UNDERSTANDING/AMENDMENT 01 **Beef Barn Buildings (3) Demolition**

To: 32nd DAA/OC Fair & Event Center

Date: March 20, 2023

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

Subject: Letter of Understanding No. 22-115 (CCA Project No. **032-22-115**)


This Letter of Understanding ("LOU") **Amendment 01** 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 **Beef Barn Buildings (3) Demolition**
SCHEDULE: Work to be completed by **May 12, 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. Fair shall remit funds immediately to the Authority to begin the Project in the amount of **Two Hundred Fifty-Eight Thousand Four Hundred Seventy-Eight And 00/100 Dollars (\$258,478.00)**, 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 the termination of this LOU.

DocuSigned by:

E77C2778134947C
3/27/2023
Date
Randy Crabtree, Jr.
Executive Officer
California Construction Authority


DocuSigned by:

87DC9C78193C4A1
3/21/2023
Date
Michele Richards
Chief Executive Officer
OC Fair & Event Center





Exhibit A

March 20, 2023

Project No. **032-22-115**
Subject: **32nd District Agricultural Association
Beef Barn Buildings (3) Demolition**

This cost proposal is for the management and handling of the **Beef Barn Buildings (3) Demolition** project at the OC Fair & Event Center (Fair) and is based upon the following Scope of Work:

- A. The proposed project's site is at the 32nd District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The scope of work consists of removing the beef barn building and all existing utilities and handling site electrical work.
- 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 **Beef Barn Buildings (3) Demolition** project at the **OC Fair & Event Center** are estimated to be **Two Hundred Seventy-Eight Thousand One Hundred Fifty-One And 80/100 Dollars (\$278,151.80)**, as detailed below. A breakdown of the estimated cost follows:



**OC Fair/32nd DAA
Beef Barn Buildings (3) Demolition
Project Cost Breakdown**

	Design- Bidding	Construction	Total
**PROFESSIONAL SERVICES/CONSULTANTS			
Demolition Design Services	11,800.00	2,100.00	13,900.00
Design Contingency 10%	1,180.00		1,180.00
Special Inspections		2,100.00	2,100.00
			-
Professional Services Sub-Total	12,980.00	4,200.00	17,180.00
CONSTRUCTION COSTS			
Construction Cost		198,800.00	198,800.00
Contingency 10%		19,880.00	19,880.00
			-
Construction Sub-Total	-	218,680.00	218,680.00
**REIMBURSABLES (Estimate)			
Travel	1,500.00	1,500.00	3,000.00
Bid Advertisement	1,000.00		1,000.00
Inspections		7,200.00	7,200.00
Geotech		2,400.00	2,400.00
Misc.	250.00		250.00
			-
Reimbursable Sub-Total	2,750.00	11,100.00	13,850.00
MANAGEMENT/ADMINISTRATION FEES			
Design Phase Management Fee (T&M)	1,500.00		1,500.00
Bidding Phase Management Fee (T&M)	1,500.00		1,500.00
Enhanced Worker Safety Program Oversight (T&M)		3,700.00	3,700.00
Construction Project Admin Fee (CCA Fee Schedule %)		19,880.00	19,880.00
Other Direct Costs Handling Fee (6%)	943.80	918.00	1,861.80
			-
Manage/Admin Sub-Total	3,943.80	24,498.00	28,441.80
Total by Phase \$ 19,673.80 \$ 258,478.00			
Total Costs, with Fees and Estimated Costs			\$ 278,151.80

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

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 22-115 Amendment 01** through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this **LOU 22-115 Amendment 01**, 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**.

Joint Powers Authority

**Invoices Paid
March 2023**

O.C. Fair & Event Center

CHECK REQUEST FORM

Date: 03/28/23

Date Needed: 3/28/2023

Vendor Code (Acct): CCA

Check Amount: \$1,559,745.78

GL Account/Dept # 1820-00-23B20

2 B08

Vendor Name Payable To: California Construction Authority

Vendor Address: 1776 tribute Rd. Suite 220

Sacramento, CA 95815

Reason for Request:

Project: 03223001 Administration Office Addition

Invoice Number: 3519

Check Handling Instructions: (Circle One) Mail Hold for Pickup

Abrahan J. Venegas
Person Making Request

J.C. 3/29/23
Approved by Department Supervisor

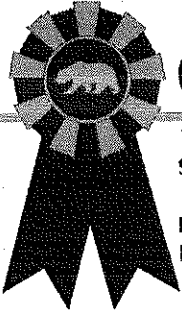
4-3-23
Michele Richards
General Manager and CEO: Michele Richards

Chief Business Development Officer: Joan Hamill

Chief Operating Officer: Ken Karns, CFE

Melissa Au-Yeung 4/3/2023
Chief Administrative Officer: Melissa Au-Yeung

AJV 04/05/23



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

1800-00-238209

Invoice

Invoice Number: 3519
Invoice Date: 3/23/2023
Customer Code: 32nd
Project: 03223001
Administration Office Addition

-Please make checks payable to California Construction Authority

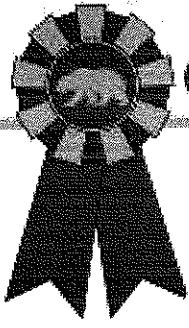
Description	Amount
Architectural Services	946,120.72
Travel	6,160.79
Plan Review	18,500.00
Misc	2,500.00
Construction Project Admin Fee (CCA Fee Schedule 9%)	528,067.38
Other Direct Costs Handling Fee (6%)	58,396.89
	\$1,559,745.78

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: ap@ccauthority.org

Net Invoice: \$1,559,745.78
Sales Tax: 0.00
Invoice Total: \$1,559,745.78



CALIFORNIA CONSTRUCTION AUTHORITY

LETTER OF UNDERSTANDING Administration Office Addition

To: 32nd DAA/OC Fair & Event Center Date: March 17, 2023

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

Subject: Letter of Understanding No. 23-001 (CCA Project No. **032-23-001**)

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

PROJECT: See Exhibit A, 32nd District Agricultural Association **Administration Office Addition**

SCHEDULE: Work to be completed by **February 28, 2025**

FUNDING: Fair Funded

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

2. On or before **March 30, 2023**, Fair shall remit funds for the Administration Addition Design Development, Construction Documents, and Bidding Phase to the Authority in the amount of **One Million, Five Hundred Fifty-Nine Thousand, Seven Hundred Forty-Five and 78/100 Dollars (\$1,559,745.78)**, which is a portion of 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 the termination of this LOU.

DocuSigned by:
Randy Crabtree 3/27/2023
7702770134947C...
Randy Crabtree, Jr. Date
Executive Officer
California Construction Authority

DocuSigned by:
Michele Richards 3/23/2023
870e9c7819364A1...
Michele Richards Date
Chief Executive Officer
OC Fair & Event Center

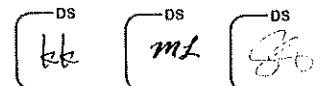




Exhibit A

Project No. **032-23-001**
Subject: **32nd District Agricultural Association
Administration Building Addition (Design Development, Construction Documents,
and Bidding Phase)**

This cost proposal is for the management and handling of the **Administration Building Addition (Design Development, Construction Documents, and Bidding Phase)** project at the OC Fair & Event Center (Fair), and is based upon the following Scope of Work:

- A. The proposed project's site is at the 32nd District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The scope of work includes:
 - 1. Design Development, Construction Documents, and Bidding Phase of an approximately 15,000-square-foot Administration Building Addition
 - 2. Retain a qualified Architectural and Engineer Design Team, which will include all specialty design professions required.
 - 3. Design Phase Management
 - 4. Perform Plan review
 - 5. Submit all Agency Reviews and Quality Assurance Checks i.e., CEQA, OSFM & DSA
 - 6. Bidding Phase Management
- C. CCA will provide all project administration services associated with the project.
- D. It is understood that the Tentative Project Milestones are as follows:
 - ✓ March 2023 – CCA Engaged
 - ✓ March 2023 – Develop Design Team Qualifications with CCA, OCFEC Staff and the Board Facilities Committee
 - ✓ April 2023 – Develop Request for Proposal (RFP)
 - ✓ April/May 2023 – RFP Issued
 - ✓ May/June 2023 – RFP Responses received
 - ✓ June 2023 – Scoring Meeting
 - ✓ June 2023 – Award Design Agreement
 - ✓ June 2023 – Design Kickoff Meeting
 - ✓ July through December 2023 – Needs Assessments/Design Development Meetings with CCA, OCFEC Staff and the Board Facilities Committee; regular updates and actions as needed to the full Board of Directors
 - ✓ August 2023 – Ongoing Design Development
 - ✓ September 2023 – Design 30% Complete
 - ✓ October 2023 – Design 60% Complete, running parallel with CEQA requirements



- ✓ November 2023 – Ongoing Design Development
- ✓ December 2023 – Admin Design 90% Complete
- ✓ January 2024 – Final Design 100% Complete
- ✓ January 2024 – Issue Bid Package for Advertising
- ✓ January/February – Bid Opening

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 **Administration Building Addition Project** at the **OC Fair & Event Center** are estimated to be **Twenty-Three Million, Eight Hundred Ninety-Five Thousand, Forty-Eight And 00/100 Dollars (\$23,895,048.00)**, as detailed below. A breakdown of the estimated cost follows:



**OC Fair/32nd DAA
Administration Office Addition
Project Cost Breakdown**

	DesignDev/CD's /Bidding	Construction	Total
**PROFESSIONAL SERVICES/CONSULTANTS			
Architectural Services - Estimated total thru construction	924,117.92	220,028.08	1,144,145.99
Misc A&E Travel/Printing etc.	22,002.81	66,008.42	88,011.23
Professional Services Sub-Total	946,120.72	286,036.50	1,232,157.22
CONSTRUCTION COSTS - Estimated			
Construction Cost		17,602,246.00	17,602,246.00
Contingency 10%		1,760,224.60	1,760,224.60
			-
Construction Sub-Total	-	19,362,470.60	19,362,470.60
**REIMBURSABLES (Estimate)			
Travel	6,160.79	52,806.74	58,967.53
Plan Review	18,500.00	3,873.10	22,373.10
Inspection Services		132,016.85	132,016.85
Misc.	2,500.00	5,000.00	7,500.00
Reimbursable Sub-Total	27,160.79	193,696.69	220,857.48
MANAGEMENT/ADMINISTRATION FEES			
Admin Fee (CCA Fee Schedule 9%)	528,067.38	1,056,134.76	1,584,202.14
Project Oversight			
Design Development Phase Management Fee			
Construction Document Phase Management Fee			
Bidding Phase Management Fee			
Enhanced Worker Safety Oversight			
Permitting			
Commissioning			
Other Direct Costs Handling Fee (6%)	58,396.89	28,783.99	87,180.88
Manage/Admin Sub-Total	586,464.27	1,084,918.75	1,671,383.02
Total by Phase	\$ 1,559,745.78	\$ 20,927,122.53	
FF&E, Tech, & Insur @ 8% of Construction Costs			\$1,408,179.68
Total Costs, with Fees and Estimated Costs			\$ 23,895,048.00

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

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 the proportionate share of costs and expenses attributed to CCA as a result of CCA's 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 the 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 an 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 23-001**, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 23-001, 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) 570-3041**

O.C. Fair & Event Center

CHECK REQUEST FORM

Date: 03/28/23

Date Needed: 3/28/2023

Vendor Code (Acct): CCA

Check Amount: \$258,478.00

GL Account/Dept # 1820-00-23B02

Vendor Name Payable To: California Construction Authority

Vendor Address: 1776 tribute Rd. Suite 220

Sacramento, CA 95815

Reason for Request:

Project: 03222115 Beef Barn Buildings (3) Demolition

Invoice Number: 3515 AMENDMENT 01

Check Handling Instructions: (Circle One) Mail Hold for Pickup

Abrahan J. Venegas
Person Making Request

[Signature] 3/29/23
Approved by Department Supervisor

[Signature] 4-3-23
General Manager and CEO: Michele Richards

Chief Business Development Officer: Joan Hamill

Chief Operating Officer: Ken Karns, CFE

[Signature] 4/3/2023
Chief Administrative Officer: Melissa Au-Yeung

*CHECKS OVER \$15,000 REQUIRE 2 SIGNATURES

ADV 04/04/23



CALIFORNIA CONSTRUCTION AUTHORITY

1776 Tribute Rd. Suite 220
SACRAMENTO, CA 95815

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

1820-00-23B02

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

Invoice

Invoice Number: 3515
Invoice Date: 3/20/2023
Customer Code: 32nd
Project: 03222115
Beef Barn Buildings (3) Demolition

-Please make checks payable to California Construction Authority

Description	Amount
Demolition Design Services	2,100.00
Special Inspections	2,100.00
Construction Cost	198,800.00
Contingency 10%	19,880.00
Travel	1,500.00
Inspections	7,200.00
Geotech	2,400.00
Enhanced Worker Safety Program Oversight (T&M)	3,700.00
Construction Project Admin Fee (CCA Fee Schedule %)	19,880.00
Other Direct Costs Handling Fee (6%)	918.00
	\$258,478.00

Thank you for your business!

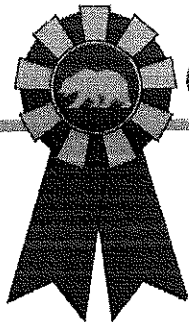
Terms: **Due Upon Receipt**

Questions: ap@ccaauthority.org

Net Invoice: \$258,478.00

Sales Tax: 0.00

Invoice Total: \$258,478.00



CALIFORNIA CONSTRUCTION AUTHORITY

LETTER OF UNDERSTANDING/AMENDMENT 01 **Beef Barn Buildings (3) Demolition**

To: 32nd DAA/OC Fair & Event Center

Date: March 20, 2023

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

Subject: Letter of Understanding No. 22-115 (CCA Project No. **032-22-115**)

This Letter of Understanding ("LOU") **Amendment 01** 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 **Beef Barn Buildings (3) Demolition**
SCHEDULE: Work to be completed by **May 12, 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. Fair shall remit funds immediately to the Authority to begin the Project in the amount of **Two Hundred Fifty-Eight Thousand Four Hundred Seventy-Eight And 00/100 Dollars (\$258,478.00)**, 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 the termination of this LOU.

DocuSigned by:

Randy Crabtree

3/27/2023

E77C277B134947C

Randy Crabtree, Jr.
Executive Officer
California Construction Authority

Date

DocuSigned by:

Michele Richards

3/21/2023

87DF9C7A193CA41

Michele Richards
Chief Executive Officer
OC Fair & Event Center

Date

DS
kk

DS
JK

DS
ml



Exhibit A

March 20, 2023

Project No. **032-22-115**
Subject: **32nd District Agricultural Association
Beef Barn Buildings (3) Demolition**

This cost proposal is for the management and handling of the **Beef Barn Buildings (3) Demolition** project at the OC Fair & Event Center (Fair) and is based upon the following Scope of Work:

- A. The proposed project's site is at the 32nd District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The scope of work consists of removing the beef barn building and all existing utilities and handling site electrical work.
- 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 **Beef Barn Buildings (3) Demolition** project at the **OC Fair & Event Center** are estimated to be **Two Hundred Seventy-Eight Thousand One Hundred Fifty-One And 80/100 Dollars (\$278,151.80)**, as detailed below. A breakdown of the estimated cost follows:



**OC Fair/32nd DAA
Beef Barn Buildings (3) Demolition
Project Cost Breakdown**

	Design- Bidding	Construction	Total
**PROFESSIONAL SERVICES/CONSULTANTS			
Demolition Design Services	11,800.00	2,100.00	13,900.00
Design Contingency 10%	1,180.00		1,180.00
Special Inspections		2,100.00	2,100.00
			-
Professional Services Sub-Total	12,980.00	4,200.00	17,180.00
CONSTRUCTION COSTS			
Construction Cost		198,800.00	198,800.00
Contingency 10%		19,880.00	19,880.00
			-
Construction Sub-Total	-	218,680.00	218,680.00
**REIMBURSABLES (Estimate)			
Travel	1,500.00	1,500.00	3,000.00
Bid Advertisement	1,000.00		1,000.00
Inspections		7,200.00	7,200.00
Geotech		2,400.00	2,400.00
Misc.	250.00		250.00
			-
Reimbursable Sub-Total	2,750.00	11,100.00	13,850.00
MANAGEMENT/ADMINISTRATION FEES			
Design Phase Management Fee (T&M)	1,500.00		1,500.00
Bidding Phase Management Fee (T&M)	1,500.00		1,500.00
Enhanced Worker Safety Program Oversight (T&M)		3,700.00	3,700.00
Construction Project Admin Fee (CCA Fee Schedule %)		19,880.00	19,880.00
Other Direct Costs Handling Fee (6%)	943.80	918.00	1,861.80
			-
Manage/Admin Sub-Total	3,943.80	24,498.00	28,441.80
Total by Phase \$ 19,673.80 \$ 258,478.00			
Total Costs, with Fees and Estimated Costs			\$ 278,151.80

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

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 22-115 Amendment 01** through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this **LOU 22-115 Amendment 01**, 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**.

O.C. Fair & Event Center

CHECK REQUEST FORM

Date: 03/21/23

Date Needed: 3/21/2023

Vendor Code (Acct): CCA

Check Amount: \$200,986.00

GL Account/Dept # 1820-00-22B03-A

Vendor Name Payable To: California Construction Authority

Vendor Address: 1776 Tribute Road Suite 220

Sacramento, CA 95815

Reason for Request:

PROJECT: 03222113 BUILDING 15 DEMOLITION

INVOICE NUMBER: 3509

Check Handling Instructions: (Circle One) Mail Hold for Pickup

Abrahan J. Venegas
Person Making Request

[Signature] 3/21/23
Approved by Department Supervisor

Michele Richards
General Manager and CEO: Michele Richards
3-22-23

Chief Business Development Officer: Joan Hamill

Chief Operating Officer: Ken Karns, CFE

[Signature] 3/22/2023
Chief Administrative Officer: Melissa Au-Yeung



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: 3509
Invoice Date: 3/13/2023
Customer Code: 32nd
Project: 03222113
Building 15 Demolition

-Please make checks payable to California Construction Authority

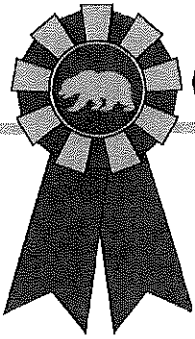
Description	Amount
Demolition Design Services	1,800.00
Special Inspections	1,800.00
Construction Cost	153,000.00
Contingency 10%	15,300.00
Travel	1,500.00
Inspections	6,500.00
Geotech Inspections	1,500.00
Enhanced Worker Safety Program Oversight (T&M)	3,500.00
Construction Project Admin Fee (CCA Fee Schedule %)	15,300.00
Other Direct Costs Handling Fee (6%)	786.00
	\$200,986.00

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: ap@ccaauthority.org

Net Invoice: \$200,986.00
Sales Tax: 0.00
Invoice Total: \$200,986.00



CALIFORNIA CONSTRUCTION AUTHORITY

LETTER OF UNDERSTANDING – Amendment 1 **Building 15 Demolition**

To: 32nd DAA/OC Fair & Event Center

Date: March 14, 2023

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

Subject: Letter of Understanding No. 22-113 (CCA Project No. **032-22-113**)

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

PROJECT: See Exhibit A, 32nd District Agricultural Association **Building 15 Demolition**
SCHEDULE: Work to be completed by **January 1, 2024**
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. Upon receipt, the Fair shall remit funds to the Authority for **Two Hundred Thousand, Nine Hundred Eighty-Six And 00/100 Dollars (\$200,986.00)**, 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-revokable obligations. The Fair's obligation to pay the Project Cost shall survive the termination of this LOU.

DocuSigned by:
Randy Crabtree 3/21/2023
F77C2778134947C...

Randy Crabtree, Jr. Date
Executive Officer
California Construction Authority

DocuSigned by:
Michael Richards 3/16/2023
87DC9C78193C4A1...

Michele Richards Date
Chief Executive Officer
OC Fair & Event Center

DS
kk

DS
Go

DS
KR



Exhibit A

March 14, 2023

Project No. **032-22-113**
Subject: **32nd District Agricultural Association, Orange County Fair & Event Center
Building 15 Demolition Project**

This cost proposal is for the management and handling of the **Building 15 Demolition Project** at the OC Fair & Event Center (Fair) and is based upon the following Scope of Work:

- A. The proposed project's site is at the 32nd District Agricultural Association (DAA)/OC Fair & Event Center (Fair).
- B. The scope of work consists of the following:
 - a. Demolishing Farmhouse "Building 15," including the foundation and concrete ramps.
 - b. Replace Electrical Vault
 - c. Pave Resulted Area With A/C
- C. CCA will provide project administration services associated with the project.

This cost proposal is for the Design Development, Construction Development, Bidding Process, Construction, 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 **Building 15 Demolition Project** at the **OC Fair & Event Center** are estimated to be **Two Hundred Fourteen Thousand, Eight Hundred Eighty And 00/100 Dollars (\$214,880.00)**, as detailed below. A breakdown of the estimated cost follows:



Exhibit B

OC Fair/32nd DAA Building 15 Demolition - Amendment 1 Project Cost Breakdown

	Original	Construction	Total
**PROFESSIONAL SERVICES/CONSULTANTS			
Demolition Design Services	6,500.00	1,800.00	8,300.00
Design Contingency 10%	650.00		650.00
Special Inspections		1,800.00	1,800.00
			-
Professional Services Sub-Total	7,150.00	3,600.00	10,750.00
CONSTRUCTION COSTS			
Construction Cost		153,000.00	153,000.00
Contingency 10%		15,300.00	15,300.00
			-
Construction Sub-Total	-	168,300.00	168,300.00
**REIMBURSABLES (Estimate)			
Travel	1,500.00	1,500.00	3,000.00
Bid Advertisement	1,000.00		1,000.00
Inspections		6,500.00	6,500.00
Geotech Inspections		1,500.00	1,500.00
Misc.	250.00		250.00
			-
Reimbursable Sub-Total	2,750.00	9,500.00	12,250.00
MANAGEMENT/ADMINISTRATION FEES			
Design Phase Management Fee (T&M)	1,900.00		1,900.00
Bidding Phase Management Fee (T&M)	1,500.00		1,500.00
Enhanced Worker Safety Program Oversight (T&M)		3,500.00	3,500.00
Construction Project Admin Fee (CCA Fee Schedule %)		15,300.00	15,300.00
Other Direct Costs Handling Fee (6%)	594.00	786.00	1,380.00
			-
Manage/Admin Sub-Total	3,994.00	19,586.00	23,580.00
Total by Phase			
	\$ 13,894.00	\$ 200,986.00	
Total Costs, with Fees and Estimated Costs			\$ 214,880.00

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

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 the 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 an 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 22-113 Amendment 1** through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this **LOU 22-113 Amendment 1**, 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 Josiah Velichko at (916) 570-3040**.

Certificate Of Completion

Envelope Id: EA34B4B7C9BA429DA93B6382EB86C2B4

Status: Completed

Subject: Complete with DocuSign: 032-22-113 Building 15 Demo - LOU Amend 1with attached AR Invoice

Source Envelope:

Document Pages: 5

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 3

Josiah Velichko

AutoNav: Enabled

1776 Tribute Rd Suite 220

Envelope Stamping: Enabled

Sacramento, CA 95815

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

jvelichko@ccauthority.org

IP Address: 207.183.250.90

Record Tracking

Status: Original

Holder: Josiah Velichko

Location: DocuSign

3/13/2023 9:41:41 AM

jvelichko@ccauthority.org

Signer Events

Kristie Riddlesperger

kriddlesperger@ccauthority.org

Security Level: Email, Account Authentication (None)

Signature



Timestamp

Sent: 3/13/2023 9:56:53 AM

Viewed: 3/13/2023 3:15:04 PM

Signed: 3/14/2023 9:09:45 AM

Signature Adoption: Pre-selected Style

Using IP Address: 207.183.250.90

Electronic Record and Signature Disclosure:

Accepted: 12/14/2022 10:03:10 AM

ID: 1745a9c8-b248-4a5f-a021-ccd240617ed4

Sean Slay

sslay@ccauthority.org

Security Level: Email, Account Authentication (None)



Sent: 3/14/2023 9:09:46 AM

Viewed: 3/14/2023 9:10:02 AM

Signed: 3/14/2023 9:10:16 AM

Signature Adoption: Drawn on Device

Using IP Address: 207.183.250.90

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ken Karns

kkarns@ocfair.com

Security Level: Email, Account Authentication (None)



Sent: 3/14/2023 9:10:18 AM

Viewed: 3/14/2023 9:11:54 AM

Signed: 3/14/2023 9:25:37 AM

Signature Adoption: Pre-selected Style

Using IP Address: 173.196.192.88

Electronic Record and Signature Disclosure:

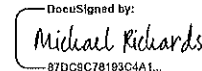
Accepted: 1/26/2023 9:01:24 AM

ID: 3d184e1a-0603-4bff-bd74-38b69041ee1d

Michael Richards

mrichards@ocfair.com

Security Level: Email, Account Authentication (None)



Sent: 3/14/2023 9:25:38 AM

Viewed: 3/16/2023 9:58:09 AM

Signed: 3/16/2023 9:58:26 AM

Signature Adoption: Pre-selected Style

Using IP Address: 173.196.192.88

Electronic Record and Signature Disclosure:

Accepted: 3/16/2023 9:58:09 AM

ID: 0586badc-fb27-4377-8274-2fe1e2618ddd

Signer Events

Randy Crabtree
rcrabtree@ccaauthority.org
Randy C Crabtree, CEO
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Randy Crabtree
F77C277B134947C...

Signature Adoption: Pre-selected Style
Using IP Address: 207.183.250.90

Timestamp

Sent: 3/16/2023 9:58:28 AM
Viewed: 3/21/2023 10:16:48 AM
Signed: 3/21/2023 10:16:59 AM

Electronic Record and Signature Disclosure:
Accepted: 12/13/2022 4:53:19 PM
ID: c8fa7ea1-a8d6-44b1-8a55-d19b77205adf

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Max Tang
mtang@ocfair.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/21/2023 10:17:00 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Melissa Auyeung
mauyeung@ocfair.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/21/2023 10:17:02 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Summer Angus
sangus@ocfair.com
Executive Assistant
OC Fair & Event Center
Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/21/2023 10:17:03 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Josiah Velichko
jvelichko@ccaauthority.org
Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/21/2023 10:17:04 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
Envelope Updated

Hashed/Encrypted
Security Checked

3/13/2023 9:56:53 AM
3/14/2023 8:56:56 AM

Envelope Summary Events

Envelope Updated
Envelope Updated
Envelope Updated
Envelope Updated
Envelope Updated
Certified Delivered
Signing Complete
Completed

Status

Security Checked
Security Checked
Security Checked
Security Checked
Security Checked
Security Checked
Security Checked
Security Checked

Timestamps

3/14/2023 8:56:56 AM
3/14/2023 8:56:56 AM
3/14/2023 8:56:56 AM
3/14/2023 8:56:56 AM
3/14/2023 8:56:56 AM
3/21/2023 10:16:48 AM
3/21/2023 10:16:59 AM
3/21/2023 10:17:04 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, California Construction Authority (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact California Construction Authority:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mlee@ccaauthority.org

To advise California Construction Authority of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mlee@ccaauthority.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from California Construction Authority

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mlee@ccaauthority.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with California Construction Authority

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to mlee@ccauthority.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify California Construction Authority as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by California Construction Authority during the course of your relationship with California Construction Authority.

O.C. Fair & Event Center

CHECK REQUEST FORM

Date: 03/08/23

Date Needed: 3/8/2023

Vendor Code (For Acct Use): CCA

Check Amount: \$399,104.00

GL Account/Dept # 1820-00-23801-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 RD., SUITE# 220

SACRAMENTO, CA 95815

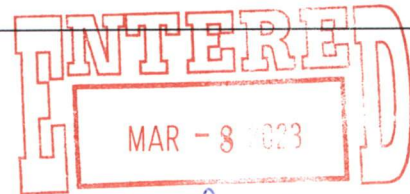
Reason for Request:

MARKET PLACE AND BANANA BUILDINGS DEMOLITION

REQUESTOR: LINDA DORADO

Check Handling Instructions:

Mail



By: [Signature]

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

[Signature: Michele Richards]
CHIEF EXECUTIVE OFFICER
MICHELE RICHARDS
3-9-23

[Signature: Melissa Au-Yeung] 3/9/2023
CHIEF ADMINISTRATIVE OFFICER
MELISSA AU-YEUNG

Jerry 3/8/23



CALIFORNIA CONSTRUCTION AUTHORITY

LETTER OF UNDERSTANDING – Amendment #1 Market Place and Banana Buildings Demolition

To: 32nd DAA/OC Fair & Event Center

Date: March 2, 2023

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

Subject: Letter of Understanding No. 22-114 (CCA Project No. **032-22-114**)

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 **Market Place and Banana Buildings Demolition**
SCHEDULE: Work to be completed by **May 19, 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 **March 10, 2023**, Fair shall remit funds to the Authority in the amount of **Three Hundred Ninety-Nine Thousand, One Hundred Four and 00/100 Dollars (\$399,104.00)**, 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.

DocuSigned by:
Randy Crabtree 3/7/2023
F77C2778134947C...
Randy Crabtree, Jr. Date
Executive Officer
California Construction Authority

DocuSigned by:
Michele Richards 3/6/2023
87DC9C78193C4A1...
Michele Richards Date
Chief Executive Officer
OC Fair & Event Center

DS JE kk

DS KR gv



Exhibit A

March 2, 2023

Project No. **032-22-114**
Subject: **32nd District Agricultural Association, Orange County Fair & Event Center
Market Place & Banana Buildings Demo Project**

This cost proposal is for the management and handling of the **Market Place & Banana Buildings Demolition 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 project consists of the remaining construction phase:
 - Phase 4: Award a Construction Contract to perform demolition and improvements.
 - CCA will provide project management, and inspection services associated with the project construction phase process.
- C. CCA will provide project administration services associated with the project.



**OC Fair/32nd DAA
Market Place Demo
Project Cost Breakdown**

	Original	Construction	Total
**PROFESSIONAL SERVICES/CONSULTANTS			
Demolition Design Services	18,100.00	4,800.00	22,900.00
Design Contingency 10%	1,810.00		1,810.00
Special Inspections - TBD		2,300.00	2,300.00
			-
Professional Services Sub-Total	19,910.00	7,100.00	27,010.00
CONSTRUCTION COSTS			
Construction Cost		308,500.00	308,500.00
Contingency 10%		30,850.00	30,850.00
			-
Construction Sub-Total	-	339,350.00	339,350.00
**REIMBURSABLES (Estimate)			
Travel	1,500.00	1,500.00	3,000.00
Bid Advertisement	1,000.00		1,000.00
Misc.	250.00		250.00
Inspections		8,800.00	8,800.00
Geotech Inspection		3,500.00	3,500.00
			-
Reimbursable Sub-Total	2,750.00	13,800.00	16,550.00
MANAGEMENT/ADMINISTRATION FEES			
Design Phase Management Fee (T&M)	2,300.00		2,300.00
Bidding Phase Management Fee (T&M)	1,500.00		1,500.00
Enhanced Worker Safety Program Oversight (T&M)		6,750.00	6,750.00
Construction Project Admin Fee (CCA Fee Schedule %)		30,850.00	30,850.00
Other Direct Costs Handling Fee (6%)	1,359.60	1,254.00	2,613.60
			-
Manage/Admin Sub-Total	5,159.60	38,854.00	44,013.60
Total by Phase \$ 27,819.60 \$399,104.00			
Total Costs, with Fees and Estimated Costs			\$ 426,923.60

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

This cost proposal is for the Design Development, Construction Development, Bidding Process, Construction, 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 total estimated reimbursable costs to manage the **Market Place Demo Project** at the **OC Fair & Event Center** are estimated to be **Four Hundred Twenty-Six Thousand, Nine Hundred Twenty-Three and 60/100 Dollars (\$426,923.60)**, as detailed below. A breakdown of the estimated cost follows:

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 22-114**, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 22-114, 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 Josiah Velichko at (916) 570-3040**.

Certificate Of Completion

Envelope Id: FDF808DA0D3A4EEF9B6A5BA4DF8E3A5E	Status: Completed
Subject: Complete with DocuSign: 032-22-114 Market Demo - LOU Amend 1.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 6	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Sean Slay
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1776 Tribute Rd Suite 220
	Sacramento, CA 95815
	sslay@ccauthority.org
	IP Address: 207.183.250.90

Record Tracking

Status: Original	Holder: Sean Slay	Location: DocuSign
3/3/2023 11:04:05 AM	sslay@ccauthority.org	


Signer Events

Signer Events	Signature	Timestamp
Josiah Velichko jvelichko@ccauthority.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 207.183.250.90	Sent: 3/3/2023 11:13:55 AM Viewed: 3/3/2023 11:34:42 AM Signed: 3/3/2023 2:52:35 PM


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kristie Riddlesperger kriddlesperger@ccauthority.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 207.183.250.90	Sent: 3/3/2023 2:52:39 PM Viewed: 3/6/2023 10:24:58 AM Signed: 3/6/2023 10:45:04 AM
---	---	---

Electronic Record and Signature Disclosure:
Accepted: 12/14/2022 10:03:10 AM
ID: 1745a9c8-b248-4a5f-a021-ccd240617ed4

Jerry Eldridge jeldridge@ocfair.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 173.196.192.88	Sent: 3/6/2023 10:45:08 AM Viewed: 3/6/2023 2:00:47 PM Signed: 3/6/2023 2:04:47 PM
--	---	--


Electronic Record and Signature Disclosure:
Accepted: 3/6/2023 2:00:47 PM
ID: ebf6d869-4647-478d-94f8-ba3189978fc1

Ken Karns kkarns@ocfair.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 173.196.192.88	Sent: 3/6/2023 2:04:48 PM Viewed: 3/6/2023 2:38:12 PM Signed: 3/6/2023 2:41:53 PM
--	---	---

Electronic Record and Signature Disclosure:
Accepted: 1/26/2023 9:01:24 AM
ID: 3d184e1a-0603-4bff-bd74-38b69041ee1d

Signer Events	Signature	Timestamp
<p>Michele Richards mrichards@ocfair.com Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  87DC9C78193C4A1...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 173.196.192.88</p>	<p>Sent: 3/6/2023 2:41:54 PM Viewed: 3/6/2023 2:54:18 PM Signed: 3/6/2023 2:54:47 PM</p>

Electronic Record and Signature Disclosure:
Accepted: 3/6/2023 2:54:18 PM
ID: 8ed11b77-8432-42d1-bebe-2c5670c2ab7e

<p>Randy Crabtree rcrabtree@ccaauthority.org Randy C Crabtree, CEO Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  F77C2778134947C...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 207.183.250.90</p>	<p>Sent: 3/6/2023 2:54:49 PM Viewed: 3/7/2023 11:16:14 AM Signed: 3/7/2023 11:16:25 AM</p>
--	--	--

Electronic Record and Signature Disclosure:
Accepted: 12/13/2022 4:53:19 PM
ID: c8fa7ea1-a8d6-44b1-8a55-d19b77205adf

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

<p>Melissa Auyeung mauyeung@ocfair.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 3/7/2023 11:16:27 AM</p>
---	---	-----------------------------------

<p>Max Tang mtang@ocfair.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 3/7/2023 11:16:28 AM</p>
---	---	-----------------------------------

<p>Ken Karns kkarns@ocfair.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/26/2023 9:01:24 AM ID: 3d184e1a-0603-4bff-bd74-38b69041ee1d</p>	<div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 3/7/2023 11:16:28 AM</p>
---	---	-----------------------------------

<p>Josiah Velichko jvelichko@ccaauthority.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 3/7/2023 11:16:29 AM</p>
--	---	-----------------------------------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	3/3/2023 11:13:55 AM
Envelope Updated	Security Checked	3/3/2023 2:22:30 PM
Envelope Updated	Security Checked	3/3/2023 2:22:30 PM
Envelope Updated	Security Checked	3/3/2023 2:22:30 PM
Envelope Updated	Security Checked	3/3/2023 2:22:30 PM
Envelope Updated	Security Checked	3/3/2023 2:22:30 PM
Envelope Updated	Security Checked	3/3/2023 2:22:30 PM
Envelope Updated	Security Checked	3/3/2023 2:22:30 PM
Envelope Updated	Security Checked	3/3/2023 2:22:30 PM
Certified Delivered	Security Checked	3/7/2023 11:16:14 AM
Signing Complete	Security Checked	3/7/2023 11:16:25 AM
Completed	Security Checked	3/7/2023 11:16:29 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, California Construction Authority (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact California Construction Authority:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mlee@ccauthority.org

To advise California Construction Authority of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mlee@ccauthority.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from California Construction Authority

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mlee@ccauthority.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with California Construction Authority

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mlee@ccaauthority.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify California Construction Authority as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by California Construction Authority during the course of your relationship with California Construction Authority.

Linda Dorado

From: Jerry Eldridge
Sent: Wednesday, March 8, 2023 1:11 PM
To: Linda Dorado
Subject: RE: Emailing: Doc11224

1820-00-23B01-A

Jerry Eldridge
Facility Director
(714-474-5983)

-----Original Message-----

From: Linda Dorado <ldorado@ocfair.com>
Sent: Wednesday, March 8, 2023 9:06 AM
To: Jerry Eldridge <JEldridge@ocfair.com>
Subject: Emailing: Doc11224

Hi Jerry;

Is there an account code for this one?

Linda Dorado
Accounts Payable
OC Fair and Event Center
88 Fair Drive
Costa Mesa, CA 92626
(714) 708-1524
ap@ocfair.com
ldorado@ocfair.com

Your message is ready to be sent with the following file or link attachments:

Doc11224

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

O.C. Fair & Event Center

CHECK REQUEST FORM

Date: 03/06/23

Date Needed: 3/6/2023

Vendor Code (Acct): ~~CCFA~~ CCA

Check Amount: \$317,000.00

GL Account/Dept # 1820-00-22B06

Vendor Name Payable To: California Fairs Financing Authority dba California Construction Authority

Vendor Address: 1776 Tribute Road Suite 100

Sacramento, CA 95815

Reason for Request:

Serenity Walk - Current Estimated Project Cost

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

Check Handling Instructions: (Circle One) Mail Hold for Pickup

Abrahan J. Venegas
Person Making Request

[Signature] 3/6/23
Approved by Department Supervisor

[Signature: Michele Richards]
General Manager and CEO: Michele Richards
3-6-23

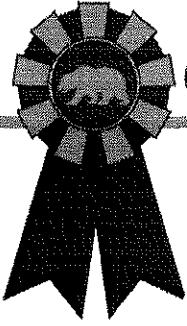
[Signature] 3/6/2023
Chief Business Development Officer: ~~Joan Hamill~~ Melissa Au-Yeung
Administrative

Chief Operating Officer: Ken Karns, CFE

Chief Administrative Officer: Melissa Au-Yeung

* 1820-00-22B06 signature from C. Sullivan

ASU 03/06/23



CALIFORNIA CONSTRUCTION AUTHORITY

Exhibit A

February 21, 2023

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 proposed project's site 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 (Construction Docs, Bidding, & Construction)** project at the **OC Fair & Event Center** are estimated to be **Eight Hundred Seventeen Thousand And 00/100 Dollars (\$817,000.00)**, as detailed below. A breakdown of the estimated cost follows:



**OC Fair/32nd DAA
Serenity Walk - Base Bid
Project Cost Breakdown**

	Original	Actual	Total
**PROFESSIONAL SERVICES/CONSULTANTS			
Landscape Architectural Services	45,000.00		45,000.00
Design Contingency 10%	-		-
Plan Review	950.00		950.00
Special Inspections - Estimated	8,500.00		8,500.00
			-
Professional Services Sub-Total	54,450.00	-	54,450.00
CONSTRUCTION COSTS			
Construction Cost - Base Bid	350,000.00	79,975.00	429,975.00
Add Alt 1		163,813.00	163,813.00
Add Alt 2		26,003.00	26,003.00
Contingency 10%	35,000.00	20,230.00	55,230.00
			-
Construction Sub-Total	385,000.00	290,021.00	675,021.00
**REIMBURSABLES (Estimate)			
Travel	3,000.00		3,000.00
Bid Advertisement	2,350.00		2,350.00
Reproduction Services	500.00		500.00
Misc.	250.00		250.00
			-
Reimbursable Sub-Total	6,100.00	-	6,100.00
MANAGEMENT/ADMINISTRATION FEES			
Design Phase Management Fee (T&M)			-
Bidding Phase Management Fee (T&M)	1,200.00		1,200.00
Inspection Services (T%M)	3,500.00		3,500.00
Enhanced Worker Safety Program Oversight (T&M)	8,086.00		8,086.00
Construction Project Admin Fee (CCA Fee Schedule %)	39,500.00	26,979.00	66,479.00
Other Direct Costs Handling Fee (3%)	2,164.00		2,164.00
			-
Manage/Admin Sub-Total	54,450.00	26,979.00	81,429.00
Total by Phase \$ 500,000.00 \$ 317,000.00			
Total Costs, with Fees and Estimated Costs			\$ 817,000.00

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

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**.

Certificate Of Completion

Envelope Id: 3D8E0D5E65AD41559E3ECE721CF10733
Subject: Complete with DocuSign: 032-22-005 Serenity Walk - LOU #2.pdf
Source Envelope:
Document Pages: 4 Signatures: 2
Certificate Pages: 6 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Josiah Velichko
1776 Tribute Rd Suite 220
Sacramento, CA 95815
jvelichko@ccauthority.org
IP Address: 207.183.250.90

Record Tracking

Status: Original Holder: Josiah Velichko Location: DocuSign
2/21/2023 10:45:51 AM jvelichko@ccauthority.org

Signer Events

Sean Slay
sslay@ccauthority.org
Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Drawn on Device
Using IP Address: 67.58.231.120

Timestamp

Sent: 2/23/2023 2:10:57 PM
Viewed: 2/23/2023 5:41:38 PM
Signed: 2/23/2023 5:42:35 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ken Karns
kkarns@ocfair.com
Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 173.196.192.88

Sent: 2/27/2023 8:06:30 AM
Viewed: 2/27/2023 8:21:30 AM
Signed: 2/27/2023 8:22:10 AM

Electronic Record and Signature Disclosure:
Accepted: 1/26/2023 9:01:24 AM
ID: 3d184e1a-0603-4b1f-bd74-38b69041ee1d

Michael Richards
mrichards@ocfair.com
Security Level: Email, Account Authentication
(None)

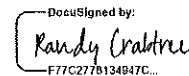


Signature Adoption: Pre-selected Style
Using IP Address: 173.196.192.88

Sent: 2/27/2023 8:22:15 AM
Viewed: 2/27/2023 9:19:18 AM
Signed: 2/27/2023 9:19:35 AM

Electronic Record and Signature Disclosure:
Accepted: 2/27/2023 9:19:18 AM
ID: 3da89ee0-87d4-42bc-a3a4-6339ccf5afc9

Randy Crabtree
rcrabtree@ccauthority.org
Randy C Crabtree, CEO
Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 207.183.250.90

Sent: 2/27/2023 9:19:38 AM
Viewed: 3/2/2023 8:39:44 AM
Signed: 3/2/2023 8:39:54 AM

Electronic Record and Signature Disclosure:
Accepted: 12/13/2022 4:53:19 PM
ID: c8fa7ea1-a8d6-44b1-8a55-d19b77205adf

Envelope Summary Events**Status****Timestamps**

Envelope Updated	Security Checked	2/23/2023 2:10:57 PM
Envelope Updated	Security Checked	2/27/2023 8:06:29 AM
Certified Delivered	Security Checked	3/2/2023 8:39:44 AM
Signing Complete	Security Checked	3/2/2023 8:39:54 AM
Completed	Security Checked	3/2/2023 8:40:01 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, California Construction Authority (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact California Construction Authority:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mlee@ccaauthority.org

To advise California Construction Authority of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mlee@ccaauthority.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from California Construction Authority

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mlee@ccaauthority.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with California Construction Authority

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to mlee@ccauthority.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify California Construction Authority as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by California Construction Authority during the course of your relationship with California Construction Authority.

Max Tang

From: Melissa Auyeung
Sent: Monday, March 6, 2023 9:51 AM
To: Max Tang
Subject: FW: Completed: Complete with DocuSign: 032-22-005 Serenity Walk - LOU #2.pdf
Attachments: 032-22-005 Serenity Walk - LOU #2.pdf; Summary.pdf

Morning Max!

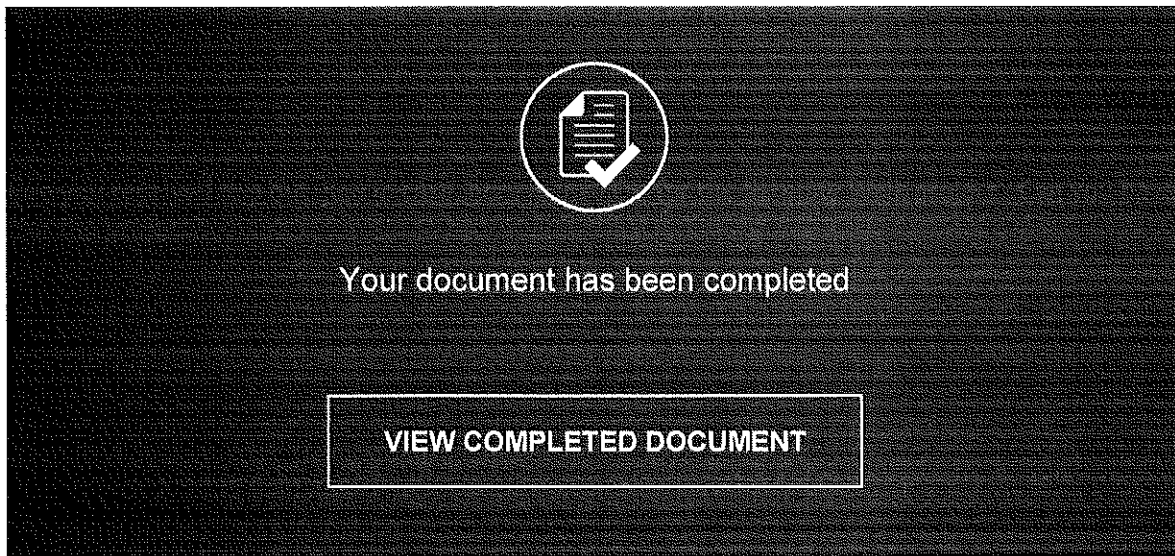
I'm pretty sure you received this but, just in case, here is the LOU for the Serenity Walk project. Can you have your staff cut a check for the project?

Thanks,

Melissa

From: DocuSign NA4 System <dse_NA4@docusign.net>
Sent: Thursday, March 2, 2023 8:40 AM
To: Melissa Auyeung <mauyeung@ocfair.com>
Subject: Completed: Complete with DocuSign: 032-22-005 Serenity Walk - LOU #2.pdf

DocuSign



Josiah Velichko
jvelichko@ccauthority.org

All parties have completed Complete with DocuSign: 032-22-005 Serenity Walk - LOU #2.pdf.

Do Not Share This Email

This email contains a secure link to DocuSign. Please do not share this email, link, or access code with others.

Alternate Signing Method

Visit DocuSign.com, click 'Access Documents', and enter the security code:
9C4948CD7B7643ABAC26424125CC9A117

About DocuSign

Sign documents electronically in just minutes. It's safe, secure, and legally binding. Whether you're in an office, at home, on-the-go -- or even across the globe -- DocuSign provides a professional trusted solution for Digital Transaction Management™.


Questions about the Document?

If you need to modify the document or have questions about the details in the document, please reach out to the sender by emailing them directly.

Stop receiving this email

[Report this email](#) or read more about [Declining to sign](#) and [Managing notifications](#).

If you are having trouble signing the document, please visit the [Help with Signing](#) page on our [Support Center](#).

 [Download the DocuSign App](#)

This message was sent to you by Josiah Velichko who is using the DocuSign Electronic Signature Service. If you would rather not receive email from this sender you may contact the sender with your request.