

# Attachment D

**COUNTY OF MONTEREY STANDARD AGREEMENT  
BETWEEN THE COUNTY  
AND  
CHOURA EVENTS  
RFP 10703 – TEMPORARY HOSPITALITY STRUCTURES  
FOR WEATHERTECH LAGUNA SECA RACEWAY**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: **CHOURA EVENTS** (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **EXHIBIT A SCOPE OF SERVICES**, attached to and made part of this Agreement, in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**To provide: TEMPORARY HOSPITALITY STRUCTURES for WeatherTech Laguna Seca Raceway.**

**2.0 TERM OF AGREEMENT.**

2.01 The term of this Agreement will be for a period of five (5) years from **April 9, 2019 to October 30, 2024**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with the County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

2.02 Intentionally left blank.

**3.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services**

**Exhibit B Pricing Sheet**

**Exhibit C Incorporation of Request for Proposals (RFP) #10703 and Statement of Proposal Documents**, attached to and made part of this Agreement.

The following documents are on file with the Office of Contracts/Purchasing:

- **RFP #10703**
- **CONTRACTOR'S Proposal Package dated February 27, 2019.**

**4.0 PAYMENT PROVISIONS.**

- 4.01 It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth in **EXHIBIT B PRICING SHEET**, attached to and made part of this Agreement, subject to the limitations set forth in the Agreement.
- 4.02 The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of \$5,650,000.
- 4.03 Prices shall remain firm for the the first three years of this Agreement.
  - 4.03.01 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this Agreement.
  - 4.03.02 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.
- 4.04 Intentionally left blank.
- 4.05 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that required payment in less than 30 days.
- 4.06 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.
- 4.07 Tax:
  - 4.07.01 Pricing as per this Agreement is inclusive of all applicable taxes.
  - 4.07.02 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax, an exemption certificate is not required where shipping documents show Monterey County as consignee.

## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 INVOICES.

- 6.01 Invoice amounts shall be billed directly to the ordering department.
- 6.02 CONTRACTOR shall reference **RFP #10703** on all invoices submitted to County to the attention of Contract Administrator. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.03 Invoicing by CONTRACTOR will clearly itemize at least the following:
- County Department receiving services.
  - Purchase order number under which invoice is to be charged.
  - Services Provided.
  - Date(s) of services.
  - All applicable tax shall be included as a separate line item.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall not be less than all costs of the first two years of the agreement.
- 7.02 The County may cancel and terminate this Agreement for good cause upon written notice to CONTRACTOR and providing a reasonable time to cure the defective services. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may proceed with the work in any manner, which County deems proper.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, its officers, agents and employees from any claim, liability, loss, injury, or damage to the extent caused by CONTRACTOR's negligence under this Agreement arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by the County. The prevailing party shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.

8.02 Notwithstanding the above, CONTRACTOR's liability under this Agreement for all claims, suits, demands, losses or damages shall be limited to, in the total aggregate amount of the CONTRACTOR'S General Liability insurance policy. In no event, whatsoever, shall either party to this Agreement be liable to the other for any incidental, indirect or consequential damages, including lost profit or business loss.

## 9.0 INSURANCE REQUIREMENTS.

### 9.1 Evidence of Coverage:

9.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

9.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

### 9.3 Insurance Coverage Requirements:

9.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$5,000,000 per occurrence.

- (ii) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under an AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- (iv) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of an AGREEMENT.

9.4 Other Insurance Requirements:

- 9.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 9.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 9.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 9.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.
- 9.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires, or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and

its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

**10.05 Royalties and Inventions.** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## **11.0 NON-DISCRIMINATION.**

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## **12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.**

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## **13.0 INDEPENDENT CONTRACTOR.**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from all liability which County may incur because of CONTRACTOR's failure to pay such taxes.



14.0 NOTICES.

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b> County of Monterey Contracts/Purchasing Dept.	<b>FOR CONTRACTOR:</b> Choura Events
Debra Wilson, PhD Supervising Deputized Purchasing Agent Wilsondr@co.monterey.ca.us 1488 Schilling Place Salinas, CA 93901 (831)755-4990	Shannon Kelly President Shannon@chouraevents.com 540 Hawaii Ave Torrance, CA 90503 310-320-6200

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is an important element. Time is an important element in each and all the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR  
CHOURA EVENTS

By: [Signature]

Contracts/Purchasing Officer [Signature]

Date: 4/24/19

By: \_\_\_\_\_

Department Head (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

By: [Signature]

County Counsel

Date: 4/15/19

Approved as to Fiscal Provisions<sup>2</sup>

By: \_\_\_\_\_

Auditor/Controller

Date: \_\_\_\_\_

By: [Signature]

(Signature of Chair, President, or Vice-President) \*

Shannon Kelly / President

Name and Title

Date: 4/12/2019

By: [Signature]

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) \*

JIM MILLER / VP OF FINANCE

Name and Title

Date: 12 APRIL 2019

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_

Risk Management

Date: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor/Controller is required

<sup>3</sup>Approval by Risk Management is required only if changes are made in sections 8 or 9

**EXHIBIT A**

**SCOPE OF SERVICES**

- 5.1 **Contractor Minimum Work Performance Percentage:** CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
  
- 5.2 **CONTRACTOR shall provide temporary hospitality structures according to the following:**
  - 5.2.1 **CONTRACTOR shall provide the following Installation Plan for designated options:**
    - 5.2.1.1 **A dedicated crew of appropriate amount of labor and event professionals on day one install as determined by contractor**
  
    - 5.2.1.2 **Procure and transport all required equipment and materials to Weather Tech Raceway Laguna Seca located at 1021 Highway 68, Salinas, California 93908.**
  
    - 5.2.1.3 **Installation based on the mutually agreed upon scope of work in the designated areas.**
  
    - 5.2.1.4 **Retain the services of local County contractors, when and where available and/or required.**
  
    - 5.2.1.5 **Supervise, coordinate, and manage the works of any sub-contractors and trades.**
  
    - 5.2.1.6 **Company to make best efforts to use County or Agent's suppliers**
  
    - 5.2.1.6 **Develop a testing and commissioning plan as per the County build schedule.**
  
    - 5.2.1.7 **Test and commission all systems, equipment, devices, and cabling in preparation to end-to-end testing.**
  
    - 5.2.1.8 **All Temporary Structures to be wheelchair accessible (or inclusion of wheelchair/mobility impaired access option in the case of the Grandstand).**
  
  - 5.2.2 **CONTRACTOR shall provide the following Maintenance Plan for all temporary structures:**
    - 5.2.2.1 **County to facilitate regular cleanings of structures, but Choura will assist with cleaning services while onsite.**
  
    - 5.2.2.2 **Operate and maintain all structures and equipment for the duration of the Season, which is generally between May 1 through October 30, Schedule outlined on Pricing Schedule for Option 1 and if exercised Option 2 is , generally between July 1 through October 30, pricing and schedule options outlined on Pricing Schedule.**
  
    - 5.2.2.3 **Contractor will make every effort to replace damaged or insufficient parts in a timely manner for the duration of the season. Maintenance included in quotes is for general maintenance of structures. If parts or materials are damaged while in use by County, other than normal wear and tear,**

Contractor will provide a replacement cost of part and labor quote to repair.

5.2.3 CONTRACTOR shall provide the following temporary hospitality structures:

5.2.3.1 **Option 1** –15mx30m (49.21”x98.43”) turn 3, 700 guests, 10,000 SQ FT (drawing attached in Attachment

- 360-degree views – Unobstructed views throughout the entire structure
- Double Decker – Cube structure
- Custom VIP Hospitality Experience on the second floor with private viewings of the track
- Modern elegant entryway
- Elevator
- Elevated Views – Freedom to walk the entire structure with no obstructions
- All Glass and hard Walls based on rendering
- Building will allow for accommodation for up to 700 guests
- Centered Modern Staircase
- Complete with an HVAC system
- Contemporary look and style
- Suites can be spaced out depending on size – ie. 6 suites at 5m each or 3 suites at 10m each
- Branding Options Available: Umbrellas, bars, hard walls, banners, top flags, gables, furniture, etc. (price not included in quote)
- Social Media connectivity capability (price not included in quote)
- Hot Spot/Wi-Fi connectivity capability (price not included in quote)
- Custom furniture options available at additional prices to be mutually agreed upon for each event as part of the contract.
- Other Options for Entertainment: VIP Suites, Drivers Lounge, Company Lounge, Driver Meetings, Corporate Events.

5.2.3.2 **Option 2 (to be exercised at the discretion of the County, per section 5.2.3.2.1, below)** – Jet structure 500, 15mx30m (49.21”x98.43”) turn 4, 200-300 guests, 4800 SQ FT (drawing attached in Attachment )

- The Jet 500 – One of the most iconic silhouettes in racing
- Accommodation for up to 300
- Large 12x100 patio for an intimate viewing experience
- Multiple branding options and opportunities: Umbrellas, bars, hard walls, banners, top flags, gables, furniture, etc. (price not included in quote)
- Modern styling and lines
- Glass Walls
- Arcum Style Roofing System
- Custom furniture options available at additional prices to be mutually agreed upon for each event as part of the contract.
  - Other uses Include but not limited to; Driver’s Lounge, Corporate Events, VIP Experience Center
- 5.2.3.3 Any changes requested by the County may incur additional fees. All

additional fees will be outlined by contractor in advance by both parties prior to installing or delivery.

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- 5.2.3.2.1 **Exercising of Option 2** – The County shall, in its sole discretion, have the right to exercise the Option 2 services, above, in section 5.2.3.2. The County shall notify CONTRACTOR by May 10, of each contract year of its election. If the County does not exercise its right to the services set forth in Option 2, then County shall have no payment obligations for any costs associated with Option 2, and CONTRACTOR shall not perform the services set forth in Option 2. After May 10, Contractors sole election if Structure available.

- End of Exhibit A

**EXHIBIT B PRICING SHEET**  
(Modified and Final- Proposal for RFP #10703)

**RFP 10703 - Laguna Seca Temporary Hospitality Structures**

**ATTACHMENT A: PRICING SCHEDULE**

**OPTION 1: Seasons**

**2019: July 1 through October 30**

**2020 May 1 through October 1**

Item	# Type	TOTALS	
15m x 30m double decker structure	1	\$775,000	
Upper recessed covered patio - 5m x 30m		Included	
Upper & lower level glass walls		Included	
30m upper level facing track		Included	
30m lower level facing track		Included	
15m gable end facing track		Included	
Upper and lower level solid walls		Included	
30m upper level facing paddock		Included	
30m lower level facing paddock		Included	
15m gable facing Merchandise		Included	
double glass doors w/panic hardware and exit signs (increased)	6	Included	
single glass doors (upper level)	2	Included	
lower level ceiling liner		Included	
elevator from ground to upper level		Included	
exterior stairs to upper level	1	Included	
interior stairs to upper level	1	Included	
fire safety package to include fire extinguishers, no smoking signs, lighted exit signs		Included	
scaffold flooring package to include ADA ramps & stairs as required (increased based on L-shaped patio addition)	1	Included	
Carpet throughout structure(County choice of color and quality)	1	Included	
ramps & outdoor deck floor covering TBD	1	Included	

install and strike labor	1	Included
standby labor per event	1	Included
Maintenance (includes repairs, does not including cleaning)	1	Included
heavy equipment (Laguna Seca to provide and pay for equipment + fuel as requested by Contractor)		
freight	1	Included
permit & engineering (this was estimated at \$5,000, but final costs will be charged accordingly)	1	Included
HVAC		Included
<b>TOTAL OPTION 1 (all-inclusive price)</b>		<b>\$775,000</b>

**OPTION 1: PAYMNET TERMS**

**TERMS: Contract is a minimum of two years. Prices guaranteed for three years.**

Payment due on May 15	\$200,000.00
Payment July 1, 2019, or directly after complete installation, whichever is first.	\$200,000.00
Payment due on August 1, 2019	\$300,000.00
Payment due on October 30, 2019( Structure must be removed from site prior to release of payment)	\$75,000.00
<b>Annual Total</b>	<b>\$775,000.00</b>



Option 2 (if exercised by County) – turn 4

## RFP 10703 - Laguna Seca Temporary Hospitality Structures

### ATTACHMENT A: PRICING SCHEDULE

#### OPTION 2

Item	# Type	July 1 – Oct 30th	September 1 – Oct 30th
15m x 30m Jet structure with Arcum style roof	1	\$88,000.00	\$88,000.00
glass walls		Included	Included
30m glass wall facing track		Included	Included
(2) 10m gable end glass walls		Included	Included
white vinyl walls		Included	Included
30m solid wall on back side		Included	Included
white or clear upper front wall with branding opportunities		Included	Included
double glass doors w/panic hardware	4	Included	Included
fire safety package to include fire extinguishers and no smoking signs		\$1,500.00	\$1,500.00
12' x 100' front patio with railing		Included	Included
scaffold flooring package to include ADA ramps & stairs as required	1	\$105,000.00	\$105,000.00
wood plank flooring system	1	\$21,000.00	\$21,000.00
ramps & outdoor deck floor covering covered TBD	1	\$2,500.00	\$2,500.00
install and strike labor	1	\$10,000.00	\$10,000.00
standby labor per event	1	Included	Included
maintenance (includes repairs, does not include maintenance)	1	Included	Included
heavy equipment (Laguna Seca to provide and pay for equipment + fuel as requested by Contractor)			
freight	1	\$5,000.00	\$5,000.00
permit & engineering (this is estimated amount, but final costs will be charged accordingly)	1	\$3,000.00	\$3,000.00

Extended Time Install by July 1 through October 30	\$102,000.00	N/A
<b>TOTAL OPTION 2</b>	<b>\$338,000.00</b>	<b>\$236,000.00</b>

**OPTION 2: TERMS AND INCENTIVES**

**TERMS: Contract, if exercised by the County, Prices guaranteed for three years.**

	<b>July 1 – Oct 30th</b>	<b>September 1 – Oct 30th</b>
May 15, 2019	\$152,000.00	N/A
Payment due on June 1, 2019	\$56,000.00	N/A
Payment due on July 1, 2019	\$56,000.00	N/A
Payment due on September 1, 2019	\$56,000.00	\$156,000.00
Payment due on September 30, 2019	\$18,000.00	\$80,000.00
Annual Total	\$338,000.00	\$236,000.00

2020 and 2021 Payment terms:	1-Mar	\$138,000.00	As Above
	1-Jun	\$100,000.00	As Above
	1-Sep	\$100,000.00	As Above
		\$338,000.00	As Above

-- End of Exhibit B --

**EXHIBIT C INCORPORATION OF RFP #10703 AND  
STATEMENT OF PROPOSAL DOCUMENTS**

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The County invited submittals for Request for Proposals (RFP) through RFP #10703, SUPPLY TEMPORARY HOSPITALITY STRUCTURES FOR WEATHERTECH LAGUNA SECA RACEWAY. CHOURA EVENTS submitted a responsive and responsible proposal to perform the services listed in RFP #10703.

RFP #10703 and the Proposal submitted by CHOURA EVENTS is hereby incorporated into the Agreement by this reference.

-- End of Exhibit C --