

## **EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS**

A1.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than fifty (50 percent of the original work, 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.

### **A1.2 CONTRACTOR RESPONSIBILITIES:**

A1.2.1 CONTRACTOR agrees to provide development, copywriting with proper consents, art direction, design and layout, production, installation, removal and onsite storage of advertising and sponsorship materials in accordance with requirements provided by the COUNTY, its vendors, marketing partners and affiliates.

A1.2.2 CONTRACTOR agrees to maintain an ‘on call’ or on site crew during subject race events sufficient to provide superior service and manage unanticipated placement or other changes. Crew foreman must be experienced, possess exceptional skill and knowledge of the COUNTY, its races, the required duties and best practices in and around the Facility to ensure exceptional service with a minimum of the COUNTY supervision or oversight.

A1.2.3 CONTRACTOR is responsible for signage maintenance, inventory, and “sense of order” within the COUNTY provided on-site storage facility.

A1.2.4 CONTRACTOR shall maintain and submit accurate reports on signage inventory and condition within thirty (30) days before and thirty (30) days after each race event.

A1.2.5 CONTRACTOR’s pricing statement is attached and incorporated as Exhibit B herewith. Prices shall be good for the term of the agreement, with the exception of “Lift Costs” which are provided by a third-party vendor.

A1.2.6 CONTRACTOR shall provide an estimated cost for each job in advance. Upon written approval and issuance of a purchase order signed by the COUNTY in advance, work may begin. Subject to satisfactory completion thereof, the terms and conditions herein, and after all vendor invoices have been received, CONTRACTOR shall reconcile actual costs against estimated billing and the final invoice will be provided.

A1.2.7 CONTRACTOR shall develop and maintain contracts with local companies able to provide quick backup production and installation support in the event of unanticipated volume, equipment failure, labor disputes, natural disasters, etc.

A1.2.8 CONTRACTOR shall update COUNTY on a regular basis regarding its overall signage production and installation procedures and the effectiveness of said program.

A1.2.9 CONTRACTOR shall offer such other professional services and the procurement of materials as are required or requested by COUNTY to effectively market the County's vendors, sponsors, partners and events.

A1.2.10 CONTRACTOR agrees to supply COUNTY with the requested services during any event within the Laguna Seca Recreation Area facility during the term of this Agreement. Event types include premier events, track rentals, facility rentals, or other non-premier events. The 2020 Laguna Seca Recreation Area premier event schedule is the following (specific event dates for 2021 and 2022 to be determined):

1. October 23-25, GEICO Motorcycle MotoAmerica Superbike SpeedFest at Monterey
2. October 30-November 1 – Hyundai Monterey Sports Car Championship
3. December 3-6 – Trans Am SpeedFest

**NOTE: COVERAGE FOR SOME EVENTS LISTED ABOVE WILL BE CONTRACTED AND BILLED DIRECTLY WITH EVENT ORGANIZER OR SERIES.**

A1.2.10.a CONTRACTOR shall provide a pre-event final inspection at a mutually agreeable time for all vested parties, at no additional charge, to identify and remedy an issue relating to sub-standard workmanship, unprofessional installation and/or any other errors or omissions relating to its event signage operations.

A1.2.10.b CONTRACTOR shall remove and perform an inventory of signs no later than two (2) days after the event.

A1.2.10.c CONTRACTOR shall generate an annual event inventory and signage condition report.

### A1.3 COUNTY RESPONSIBILITIES:

A1.3.1 COUNTY shall provide CONTRACTOR with a list and a map of all locations that CONTRACTOR will be delivering to and installing at for each event at least ten (10) business days prior to the start date for each scheduled event. CONTRACTOR and COUNTY both agree that there may be changes to the identified sites of delivery and installations up to and even during the event, and both parties agree to work with each other to ensure the needs of the clients are met in a timely manner.

A1.3.2 COUNTY authorizes CONTRACTOR to act as “Official Signage Contractor” and its agent in purchasing materials and services required for the creation and installation of advertising and promotional materials on the COUNTY’s behalf at Laguna Seca Recreation Area in accordance with budgets approved by the COUNTY in writing in advance of such specific purchases.

A1.3.3 COUNTY authorizes CONTRACTOR, in accordance with approved written estimates, to contact and enter into certain written agreements with event sponsors, marketing partners and affiliates, for the purposes of producing and installing certain aspects of their marketing communications programs as they relate to race events at the facility.

A1.3.4 COUNTY shall pay CONTRACTOR for certain pre-approved creative development and production services provided by CONTRACTOR which are described in CONTRACTOR estimates, production schedules and/or budgets approved by the COUNTY, in writing, in advance of such services. The COUNTY has the absolute right in its sole discretion to decline approval of any such services or materials. Absent a pre-approved written agreement signed by the COUNTY representative, CONTRACTOR is not entitled to payment from any services detailed in the agreement.

A1.3.5 COUNTY shall list CONTRACTOR as an “approved” branding and signage company on track rental contracts, hospitality agreements and team information for all premier spectator events. CONTRACTOR shall also be referred to as an approved branding and signage company for all track rentals and other events held at the Laguna Seca Recreation Area.

A1.3.6 COUNTY shall provide a representative to work with CONTRACTOR prior to and during each and every race week to optimize placement. CONTRACTOR is on site and available throughout the race weekend for placement modifications and changes as dictated by the COUNTY.

A1.3.7 COUNTY and CONTRACTOR will work together to audit placements and quantities and to record digital photos, etc. for presentation to sponsors.

#### A1.4 FEES & PAYMENT PROVISIONS

A1.4.1 CONTRACTOR shall provide COUNTY a production credit in the amount of five (5) percent of all accumulated print production volume annually booked in the previous year thereafter. Production credit shall accrue on print production only, not including hardware or installation labor costs. Signage production value per year for use on facility or specific event branding elements required by COUNTY.

A1.4.2 COUNTY shall pay CONTRACTOR according to the current price statement attached and incorporated as Exhibit B herewith.

A1.4.3 COUNTY shall pay all invoices based on net thirty (30) after an approved invoice is received by the Auditor-Controller's Office. All backup documents for invoices are the responsibility of the CONTRACTOR.

A1.4.4 COUNTY shall provide CONTRACTOR with two (2) 4' X 8' pit garage signs and two (2) 4' X 15' pit row suite fascia signs, four (4) general camping spaces, ten (10) worker credentials and four (4) track-access vehicle passes for subject events to perform duties outlined herein. Additional credentials may be applied for through the COUNTY and will be provided on an as needed basis. Worker credentials are not transferable and may be used to gain event access only to perform duties as outlined in this agreement.

\*\*\*END OF EXHIBIT A\*\*\*