

the supervision of A-E to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this CONTRACT. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after COUNTY approval.

6.12.2 The A-E agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this CONTRACT or any subsequent amendment of, or effort under this CONTRACT. A-E must first obtain review and approval from the COUNTY Project Manager. Any requests for interviews or information received by the media should be referred directly to the COUNTY. A-E shall not act as a spokesperson for COUNTY projects without first obtaining permission from the COUNTY Project Manager.

6.13 Records and Audit/Inspections

6.13.1 A-E shall keep an accurate record of time expended by A-E and/or consultants employed by A-E in the performance of this CONTRACT.

6.13.2 Within ten (10) days of COUNTY's written request, A-E shall allow COUNTY or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this CONTRACT.

6.13.3 A-E shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of three (3) years after termination or completion of the CONTRACT or until resolution of any claim or dispute between the PARTIES, whichever is later.

6.13.4 Should A-E cease to exist as a legal entity, records pertaining to this CONTRACT shall be forwarded within a reasonable period of time not to exceed sixty (60) days to its successor in interest or surviving entity in a merger or acquisition, or, in the event of liquidation, to COUNTY.

6.14 Notices

6.14.1 Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the cooperation during the PROJECTS/SERVICES.

6.14.2 Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt, or no greater than four (4) calendar days after being mailed by U. S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.

6.14.3 All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For A-E:

APSI Construction Management
8885 Research Dr.
Irvine, CA 92618
Attn: Atul Apte
Phone: 949-679-0212
E-mail: atul.apte@apsicm.com

For COUNTY:

OC Public Works/ A & E Project Management
1143 E. Fruit St,
Santa Ana, CA 92702
Attn: Scott Dessort
Phone: 714-667-3288
E-mail: scott.dessort@ocpw.ocgov.com

cc: OC Public Works Procurement Services
300 N. Flower St., Suite 838
Santa Ana, CA 92703
Attn: Jennifer Saldana
Phone: 714-667-3288
E-mail: jennifer.saldana@ocpw.ocgov.com

6.15 Attorney's Fees

6.15.1 In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

6.16 Interpretation

6.16.1 CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT.

6.16.2 In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite having the opportunity to do so.

6.16.3 Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other PARTY hereto or by any person representing them, or both.

6.16.4 Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived.

6.16.5 The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.

6.17 Headings

6.17.1 The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for

the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

6.18 Acceptance

6.18.1 Unless otherwise agreed to in writing by COUNTY acceptance shall not be deemed complete unless in writing and until all the services have actually been received, inspected, and tested to the satisfaction of COUNTY.

6.19 Changes

6.19.1 A-E shall make no changes in the work or perform any additional work without the COUNTY'S specific written approval.

6.20 Assignment

6.20.1 The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by A-E, by any means whatsoever including but not limited to acquisition by merger, without the express written consent of COUNTY. Any attempt by A-E to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

6.21 Changes in Ownership

6.21.1 A-E agrees that if there is a change or transfer in ownership, including but not limited to merger by acquisition, of A-E's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume A-E's duties and obligations contained in this CONTRACT and to obtain the written approval of COUNTY of such merger or acquisition, and complete the obligations and duties contained in the CONTRACT to the satisfaction of COUNTY. A-E agrees to pay, or credit toward future work, COUNTY's costs associated with processing the merger or acquisition.

6.22 Force Majeure

6.22.1 A-E shall not be assessed with damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided A-E gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and A-E avails himself of any available remedies.

6.23 Calendar Days

6.23.1 Any reference to the word "day" or "days" herein means calendar day or calendar days, respectively, unless otherwise expressly provided.

6.24 Title to Data

6.24.1 All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the A-E in the performance of this CONTRACT, will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the A-E after completion or termination of this CONTRACT without the express written consent of the COUNTY.

6.24.2 All materials, documents, data or information, including copies furnished by COUNTY and loaned to A-E for his temporary use, must be returned to the COUNTY at the end of this CONTRACT unless otherwise specified by the DIRECTOR.

6.25 Availability of Funds

6.25.1 The obligation of COUNTY is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the COUNTY to expend or as involving the COUNTY in any contract or other obligation for future payment of money in excess of appropriations authorized by law.

6.26 Contingency of Funding

6.26.1 A-E acknowledges that funding or portions of funding for this CONTRACT may also be contingent upon receipt of funds from, and/or appropriation of funds by, the State of California or other funding sources to COUNTY. If such funding and/or appropriations are not forthcoming, or otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.

6.27 Contract Construction

6.27.1 The parties acknowledge that each party and its counsel have reviewed this CONTRACT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this CONTRACT or any amendment or exhibits hereto.

6.28 Conflicts of Interest

6.28.1 A-E or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may be materially affected by services provided under this Contract, (2) prohibits such persons from making, or participating in making, decisions that could reasonably affect such interest; and (3) may require the filing a Statement of Economic Interest (Form 700).

6.28.2 If subject to the Act, A-E shall conform to all requirements of the Act. Failure to do so shall constitute a material breach and is grounds for immediate termination of this Agreement by County. Pursuant to Section 4.3 "Indemnification", A-E shall indemnify and hold harmless County for any and all claims for damages resulting from Contractor's violation of this Section.

6.29 Usage

6.29.1 No guarantee is given by the COUNTY to A-E regarding usage of this CONTRACT. The A-E agrees to supply services requested, as needed by the County of Orange, at prices listed in the CONTRACT, regardless of quantity requested.

County of Orange, OC Public Works
APSI Construction Management

MA-080-17011769

IN WITNESS WHEREOF, the PARTIES hereto have executed this CONTRACT on the dates opposite their respective signatures:

APSI CONSTRUCTION MANAGEMENT,
a California Corporation,

Date: 5/1/2017

DocuSigned by:
By: Atul Apte
Signature

Atul Apte Vice President
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: 5/1/2017

DocuSigned by:
By: Wilson Jacob
Signature

wilson Jacob Treasurer
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____

By: _____

Print
Name: _____

Title: _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

DocuSigned by:
By: Justin D. Graham
Deputy

**ATTACHMENT A
SCOPE OF WORK****I. INTRODUCTION**

OC Public Works on behalf of the County of Orange (COUNTY) requires supplemental professional services to meet workload demands and project scheduling commitments in relation to Architect-Engineer (A-E) Contract Administration – Project Management (CA-PM) Support Services for various projects. A-E is defined as an Architect or Engineer for Contract Administration – Project Management. In order to supplement its existing resources, COUNTY intends to issue “On-Call CA-PM Support Services” for use by OC Public Works on an "as-needed" basis. No specified amount of work is guaranteed to A-E.

I. GENERAL DESCRIPTION OF SERVICES

The A-E shall provide CA-PM Support Services, including estimating and scheduling support, cost control, document control, and management of information to ensure timely and cost-effective capital and/or maintenance-repair projects. The A-E shall also manage projects consisting of the repair and refurbishment of COUNTY-owned, and/or leased facilities, and provide management of energy retrofit efficiency projects.

The A-E will be contacted by COUNTY Project Manager or designee on an “as-needed” basis as projects arise to provide CA-PM Support Services. Requirements will be discussed by both Parties and then the A-E shall prepare a written Scope Statement that will include the specific work to be performed, including the costs and time required to complete the project/task. COUNTY Project Manager or designee will review the A-E’s Scope Statement, proceed with negotiation of task costs and when satisfied, issue a Contract Task Order against this CONTRACT.

Orange County Public Works/Facilities Maintenance and Project Management (OCPW) are responsible for most capital and maintenance-repair projects to provide safe County facilities to all internal and external constituents of the County of Orange.

Capital projects are projects with construction costs typically greater than \$175,000 which may require community and stakeholder coordination, professional design services, environmental documentation, regulatory permitting, and contract management services. Maintenance-repair projects are typically under \$175,000 and may not require professional design services.

To meet workload demands, project scheduling commitments, and to supplement existing staff resources, OCPW intends to establish a contract to provide Contract Administration - Project Management (CA-PM) Support Services under the direction and supervision of OCPW for various Capital and Maintenance-repair projects.

This scope of work is to describe the services to be provided as part of the Contract; and the administrative process of the Contract.

II. CONTRACT TASK ORDER

A-E shall be assigned work via a task order by OC Public Works which shall subsequently be referred to as the “Contract Task Order” (hereinafter “CTO”). A CTO for each project shall be developed by A-E in conjunction with COUNTY staff. COUNTY management shall assign a COUNTY Project Manager or designee for each CTO. The COUNTY Project Manager or designee

shall manage all A-E's work including monitoring the CTO work schedule, quality of deliverables, review of invoiced amounts, adherence to set budget, and internal review of submittal packages. A-E shall follow all requirements as outlined in the CTO; this general Scope of Work, the project specific Scope Statement, and the Department Policies & Procedures.

The CTO shall include a detailed Scope Statement, describing tasks to be performed with a specific list of deliverables for each task, schedule of work and cost to complete the work. The schedule of work shall allow sufficient time for meetings with COUNTY staff to review the work progress, provide technical and policy direction, resolve problems and ensure adherence to the work completion schedule. The CTO shall include a cover sheet provided by COUNTY with the appropriate signature blocks and contract information. After COUNTY Project Manager or designee and A-E are in agreement and all parties have signed the CTO, COUNTY Project Manager or designee shall provide A-E with a Notice to Proceed (NTP) to begin work. A-E shall submit all plans, reports and other documents produced under the CTO to the assigned COUNTY Project Manager or designee within the timeframe indicated in the CTO or as directed otherwise by COUNTY Project Manager or designee.

III. SCOPE OF SUPPORT SERVICES:

A. A-E Contract Administration – Project Management may include, but not limited to: support services building repairs or building physical makeup that meet aesthetic, functional, structural, and safety factors for the construction or repair of any type of building component, or any aspect of a building or structure; ensuring that these items meet applicable codes & standards.

A. A-E Responsibilities may include, but not limited to:

1. Project Development:

- a. Collaborate with COUNTY and project clients to identify requirements and develop a project Scope Statement.
- a. Develop a Work Breakdown Structure (WBS) for each project.
- b. Evaluate Scope Statement to develop a preliminary cost estimate and determine whether project be vendor bid or be executed under a Job Order Contract (JOC).

1. Planning Design Phase:

- a. Participate in solicitation process for selection of an A-E design firm to provide contract documents for select projects.
- a. Prepare Agenda Staff Report (ASR) / briefing papers for Board of Supervisor approval of selected A-E design firm and award of A-E design contract.
- b. Provide oversight responsibilities of A-E design firms. Monitor progress and performance, review contract documents, project estimates and negotiate design change orders.
- c. Coordination with overseeing regulatory agencies to facilitate the planning and design effort as required, including California Environmental Quality Act (CEQA).
- d. Provide coordination for soils and material testing and geotechnical engineering during design phase as required.
- e. For environmental remediation projects, provide coordination for peer review of construction documents and closure plan required by overseeing regulatory agency; submit closure plan and coordinate payment fees associated with the application for site cleanup; conduct on-site meetings with overseeing regulatory agency and consulting A-E design firm to resolve and meet conditions for closure plan approval.

- f. Prepare bid documents, specifications as required for capital and / or maintenance and repair contracts. Meet informal bid process requirements as per Design & Construction Procurement Manual (DCPM) and County Contract Policy Manual (CPM).
2. Bidding Phase:
 - a. Establish critical project dates, pre-bid meeting and bid opening.
 - a. Prepare ASR / briefing papers for Board of Supervisor approval of contract documents, project advertisement authorization and award of contract.
 - b. Assist OCPW Procurement with conducting Pre-Bid Meetings.
 - c. Schedule and conduct Joint-Scope Meetings for JOC Contracts.
 3. Construction Phase:
 - a. Coordinate contracts to access and mitigate/remove asbestos containing material (ACM).
 - a. Provide coordination and confirmation of utility service disconnection or abandonment as required.
 - b. Arrange for building plan check/closure plan approval and necessary permits from overseeing regulatory agencies as required.
 - c. Direct and manage project execution to achieve the project's requirements.
 - d. Monitor and control project tasks to meet performance objectives and to ensure adherence to required permits. Identify divergence and inform COUNTY Project Manager or designee.
 - e. Attend meetings with COUNTY Project Manager or designee, project leader and project contractor, including pre-construction meeting, and construction meetings to resolve issues.
 - f. Review and verify construction Change Order submittal for technical compliance and cost evaluation and transmit to COUNTY Project Manager or designee for approval.
 - g. Review Contractor Progress Payment Requests, approve and recommend payment to COUNTY Project Manager or designee.
 - h. Monitor and update project budget throughout construction phase and communicate to COUNTY Project Manager or designee of any major impacts on the project budget.
 - i. Schedule, conduct and attend project related meetings, including requested meetings with COUNTY clients to report status of project(s).
 - j. Maintain files and correspondence, report of meetings, drawings and submittals, change orders, progress reports and other project related documents.
 4. Project Closeout:
 - a. Participate in final inspection to prepare punch lists for project contractor to correct and/or to complete listed items. Verify that items on punch lists have been completed successfully assist COUNTY Project Manager or designee to determine completion date and coordinate project close out.
 - a. Coordinate the preparation, acceptance and distribution of project closeout documents in accordance with COUNTY Project Manager or designee procedures to clients.

C. A-E LIMITS OF AUTHORITY

The following areas are NOT the responsibility of the A-E, unless the COUNTY Project Manager or designee provides specific instructions:

1. Authorize deviations from the approved Project Scope Statement and/or Change Orders.
1. Conduct any test or inspection required by regulatory agencies.
2. Assume any responsibilities of the construction contractor.
3. Practice objective selection of construction contractor's base on quality craftsmanship and performance for maintenance and repair projects.
4. Expedite job for the contractor with exception to provide all the information needed for contractor to proceed with the work.
5. Advise on or issue directions relative to any other contractor's techniques, means, or sequence, unless a specific technique means or sequence is called for in the plans or specifications.
6. Make decisions or commitments that will involve extra cost or extra time beyond the contract without approval of the COUNTY Project Manager or designee.
7. Make any settlement agreements with the contractor without involvement and prior approval of the COUNTY Project Manager or designee for any construction disputes or claims.

C. A-E COMPENSATION

1. Basis of Compensation

Compensation shall be on the basis of not-to-exceed fixed fees computed from the hourly rates provided in Fee Schedule, all as specifically defined in each CTO. The Fee Schedule submitted, shall be fixed for the entire term of the Contract. All A-E's administrative overhead expenses shall be considered to be included in the hourly rate contained in submitted Fee Schedule. A-E shall submit monthly invoices for services provided; the cumulative amount shall not exceed the authorized amount on approved CTO. Payment shall be within thirty (30) days of receipt of invoices by COUNTY Project Manager or designee pending on invoice approval.

1. Extra Work

- a. Extra work not described in the Contract may be required. In the event COUNTY Project Manager or designee requires such work, additional compensation for this work shall be agreed upon by A-E and COUNTY Project Manager or designee prior to commencing any work. No extra work may be performed without written authorization. The appropriate fee and performance of such work shall be authorized in writing by the COUNTY Project Manager or designee, and shall not exceed amount pursuant to the DCPM.
- a. In the event extra work is required, the schedule of fees previously submitted by the A-E in the proposal shall determine the basis of payment for extra work.

NOTE: Extra work does not include work directly related to completing project work as identified in Paragraph IV in this Scope of Work.

D. WORK PRODUCTS

All deliverables/work products prepared by A-E pursuant to the CTOs, including but not limited to reports, working documents, original drawings, designs, specifications, exhibits, and notes, shall be the property of the COUNTY and shall be delivered to the COUNTY Project Manager or designee at its request any time during the term of the Contract.

E. LOCATION OF SERVICES

All services will be performed at a location to be determined by COUNTY Project Manager or designee. When available, COUNTY Project Manager or designee will provide office space, a computer and services to carry out A-E required services. A-E will provide for their own transportation with associated costs, any field computers, cellular phones, and/or any other equipment as desired and needed to perform the work; these and all other additional costs shall be considered included in the overhead component of the A-E's hourly rates, unless specifically agreed to in writing on the applicable CTO.

F. PROGRESS REPORT AND SCHEDULE

A-E shall submit a progress report and schedule update for each CTO on a weekly basis or frequency as required by COUNTY Project Manager or designee. A weekly project progress meeting may be required and will not be a substitute for the progress report and written schedule update.

**ATTACHMENT B
COST/COMPENSATION**

- I. COMPENSATION:** This is a fixed-fee usage CONTRACT between COUNTY and A-E for On-Call Architect-Engineer (A-E) Services - Contract Administration - Project Management (Capital Projects) Support Services as set forth in Attachment A, "Scope of Work".

A-E agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by A-E of all its duties and obligations hereunder. A-E shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **COUNTY shall have no obligation to pay any sum in excess of the Total CONTRACT Amount specified herein below unless authorized by amendment in accordance with Paragraphs 6.3 and 6.19 of the COUNTY CONTRACT Terms and Conditions.**

- II. PRICING:** Payment shall be made in accordance with the provisions of this CONTRACT. Partial progress payments may be allowed at the discretion of the COUNTY Project Manager. Payment shall be as follows:

A. Classification Rates:

APSI CONSTRUCTION MANAGEMENT	
<u>Classification Titles</u>	<u>Hourly Rate</u>
Principal/Project Director/Area Manager/Contract Manager	\$185
Senior Project Manager	\$175
Project Manager	\$155
Junior/Assistant Project Manager	\$145
Construction Manager	\$145
Estimator	\$145
Scheduler	\$145
Constructability Reviewer	\$135
Admin Support/Doc Control	\$75

- B. Total CONTRACT Amount Shall Not Exceed: \$1,500,000**

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this CONTRACT. All price decreases will automatically be extended to COUNTY.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** A-E guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. A-E agrees that no price increases shall be passed along to COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.
- V. A-E'S EXPENSE:** A-E will be responsible for all costs related to photo copying, telephone communications and fax communications while on COUNTY sites during the performance of work and services under this CONTRACT.

VI. REIMBURSABLE ITEMS: Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the COUNTY Project Manager. A-E may be entitled to reimbursement for the following, upon prior approval by COUNTY:

- 1) The actual costs of special equipment to be rented, leased or purchased by A-E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the COUNTY Project Manager.
- 1) Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the COUNTY Project Manager.
- 2) Other actual costs and/or payments specifically approved and authorized in writing by the COUNTY Project Manager and actually incurred by A-E in performance of this CONTRACT.
- 3) Travel costs shall only be reimbursed if approved in advance in writing by COUNTY Project Manager and are subject to the following restrictions:
 - a) Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this CONTRACT shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the A-E's "Home Based" office location and OC Public Works location, as well as mileage within OC Public Works property will not be reimbursed.
 - b) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
 - c) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.

All reimbursable expenses must be itemized on A-E invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all A-E invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. A-E is responsible for submitting reimbursable invoices in a format that is acceptable to the COUNTY. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.

VII. PAYMENT TERMS: Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the COUNTY, as applicable. Invoices shall be verified and approved by COUNTY and subject to routine processing requirements. The responsibility for providing an acceptable invoice to COUNTY for payment rests with A-E. Incomplete or incorrect invoices are not acceptable and will be returned to the A-E for correction.

Billing shall cover services and/or goods not previously invoiced. The A-E shall reimburse the COUNTY for any monies paid to the A-E for goods or services not provided or when goods or services do not meet the CONTRACT requirements.

Payments made by COUNTY shall not preclude the right of COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the goods or services.

VIII. INVOICING INSTRUCTIONS: The A-E will provide an invoice on the A-E's letterhead. Each invoice will have a unique number and will include the following information:

- A. A-E's name and address
- B. A-E's remittance address, if different from (A), above
- C. Name of COUNTY agency/department
- D. Delivery/service address
- E. CONTRACT number
- F. Service Date
- G. Description of Services
- H. Total
- I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

Per Contract Task Order (CTO)

A-E has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the COUNTY via an EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT C
STAFFING PLAN1. A-E KEY PERSONNEL

Name	Classification/Designation	Years of Experience	Licenses/Certifications
Atul Apte	Project Manager/Principal in Charge	18	CCM: #A0812; LEED AP ICC Bldg Inspector: #2955 DBIA: #173933
Alexander van Elden	Construction Manager	17	CA PE #71696; LEED AP
David Dunstan	Construction Manager	17	N/A
Daniel Silva	Construction Manager	18	N/A
Sharad Mathur	Construction Manager/Scheduler	24	CCM: #A1325; LEED AP PSP: #474; PMP: #243507
George Zhao	Cost Estimator	25	N/A
Pravinder Bedi	Senior Project Manager	37	CCM: #A1283; LEED AP
Ron Mann	Project Manager	24	CCM: #1723; LEED GA
Anurag Garg	Junior/Assistant Project Manager	2	N/A
David Dunstan	Constructability Reviewer	17	N/A
Tiffany Rhoades	Admin. Support/Doc. Control	18	N/A

A-E understands that the personnel represented as assigned to the CONTRACT must remain working on the CONTRACT throughout the duration of the CONTRACT unless otherwise requested or approved by the COUNTY. Substitution or addition of A-E's key personnel in any given category or classification shall be allowed only with prior written approval of the COUNTY's Project Manager. **Note: The written approval of substituted A-E Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.**

A-E may reserve the right to involve other A-E personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to COUNTY Project Manager written approval. **Note: The written approval of additional A-E Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.** COUNTY reserves the right to have any A-E personnel removed from providing services to COUNTY under this CONTRACT. COUNTY is not required to provide any reason for the request for removal of any A-E personnel.

2. SUBCONTRACTOR(S) (IF APPLICABLE)

Listed below are subcontractor(s) anticipated by A-E to perform services specified in Attachment A. Substitution or addition of A-E's subcontractors in any given project function shall be allowed only with prior written approval of the COUNTY Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
N/A	N/A	N/A