

CONTRACT MA-080-18011696

FOR

TEMPORARY STAFFING

BETWEEN

OC PUBLIC WORKS

AND

ACRO SERVICE CORPORATION



SUBORDINATE CONTRACT MA-080-18011696
FOR
TEMPORARY STAFFING

THIS Subordinate Contract, Number MA-080-18011696 for Temporary Staffing, hereinafter referred to as "Subordinate Contract", is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County", and Acro Services Corporation, with a place of business at 39209 West Six Mile Road, Suite 250, Livonia, Michigan, hereinafter referred to as "Contractor", with County and Contractor sometimes referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, County and Contractor desires to enter into a Subordinate Contract for Temporary Staffing (hereinafter referred to as "Contract"); and,

WHEREAS, the County acting through the County Procurement Office ("CPO"), issued a Regional Cooperative Contract ("RCA") RCA-017-18010018 for Temporary Staffing, now in effect; and,

WHEREAS, Contractor agrees to provide Temporary Staffing to the County in accordance with the Specifications, Pricing, and Terms and Conditions of the RCA, incorporated herein by this reference; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in the RCA; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Work:** This Subordinate Contract and its Attachment specifies the contractual terms and conditions by which County will procure Temporary Staffing from Contractor. The details of the products to be provided by Contractor are further outlined in Attachment A titled, "Scope of Work", attached hereto and incorporated herein by reference.

~~2. **Term of Contract:** This Contract shall become effective April 1, 2018 and shall continue through December 31, 2019. This Contract may be renewed as set forth in article 3 below. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.~~

~~2. **Term of Contract:** Contract shall be effective January 1, 2020 and shall continue through December 31, 2021, unless otherwise terminated as provided herein. This Contract may be renewed as set forth in article 3 below. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require County Board of Supervisors approval.~~

~~2. **Term of Contract:** Contract shall be effective January 1, 2022 and shall continue through December 31, 2022, unless otherwise terminated as provided herein. This Contract may be renewed as set forth in article 3 below. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require County Board of Supervisors approval.~~

Amendment No. 1 was issued to renew contract for 2 years

Amendment No. 5 renew contract for one year.

Amendment No. 6 renew contract for one year.

~~2. Term of Contract: Contract shall be effective January 1, 2023 and shall continue through December 31, 2023, unless otherwise terminated as provided herein.~~

Amendment No. 7 renew contract for two years

2. **Term of Contract:** Contract shall be effective January 1, 2024 and shall continue through December 31, 2025, unless otherwise terminated as provided herein.

3. **Renewal:** This Contract may be renewed based upon the terms and conditions of the RCA.

Amendment No.1 Renewed Contract for two Years at \$100,000 per Year

4. **Compensation & Payment:** Contractor agrees to provide Temporary Staffing at the fixed rate set forth in the RCA, as they now exist or may hereafter be amended.

~~5. Not to Exceed Limit: The total amount of this Subordinate Contract shall not exceed \$100,000. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.~~

Amendment No.2 increased contract NTE amount by \$200,000

~~5. Not to Exceed Limit: The total amount of this Subordinate Contract shall not exceed \$300,000. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.~~

Amendment No. 4 increased contract by \$300,000

~~5. Not to Exceed Limit: The total amount of this Subordinate Contract shall not exceed \$500,000. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.~~

~~5. Not to Exceed Limit: The total amount of this Subordinate Contract shall not exceed \$800,000. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.~~

Amendment No. 5 Renew Contract for one year for \$400,000

~~5. Not to Exceed Limit: The total amount of this Subordinate Contract shall not exceed \$1,200,000. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.~~

~~5. Not to Exceed Limit: The total amount of this Subordinate Contract shall not exceed \$1,500,000. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.~~

Amendment No. 6 Renew Contract for one year for \$300,000

5. **Not to Exceed Limit:** The total amount of this Subordinate Contract shall not exceed \$1,700,000. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties

Amendment No. 7 Renew Contract for two years for \$200,000

~~6. Notices: 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 course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. 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 calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. 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.~~

Amendment No. 3 revised the County contact information (OC Construction)

County: OC Public Works/OC Engineering/Geomatics
Attn: Maria Abrogar
300 North Flower Street
Santa Ana CA 92703 5001
714.667.3286
Email: Maria.Abrogar@ocpw.oegov.com

cc: OC Public Works/Procurement Services
Attn: Jessica Cortez
300 North Flower Street, Suite 861
Santa Ana CA 92703 5001
714.667.9653
Email: Jessica.Cortez@ocpw.oegov.com

Contractor: Aero Service Corporation
Attn: Bill Brancheau / Alexandra L. Wood
39209 Six Mile Road, Suite 250
Livonia, MI 48152 2681
734.542.4722 / 602.792.0020 / 877.227.0930
Email: wbrancheau@aerocorp.com

~~6. Notices: 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 course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. 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 calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. 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.~~

Amendment No. 3 revised the County contact information (OC Construction)

County: OC Public Works/OC Construction
Attn: Michael Hatch
601 N. Ross St.
Santa Ana, CA 92701
714 667 4989
Michael.hatch@ocpw.oegov.com

OC Public Works/OC Engineering/Geomatics
Attn: Maria Abrogar
601 N. Ross St.
Santa Ana CA 92701
714.667.3286
Email: Maria.Abrogar@ocpw.oegov.com

cc: OC Public Works/Procurement Services
Attn: Jessica Loy
601 N. Ross St.

~~Santa Ana CA 92701
714.667.1657
Email: Jessica.loy@ocpw.ocgov.com~~

~~Contractor: Aero Service Corporation
Attn: Bill Brancheau / Alexandra L. Wood
39209 Six Mile Road, Suite 250
Livonia, MI 48152-2681
734.542.4722 / 602.792.0020 / 877.227.0930
Email: wbrancheau@acrocorp.com~~

Amendment No. 7 revised the County contact information

6. **Notices:** 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 course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. 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 calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. 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.

County: OC Public Works/OC Engineering/Geomatics
Attn: Maria Abrogar
601 N. Ross St.
Santa Ana CA 92701
714.667.3286
Email: Maria.Abrogar@ocpw.ocgov.com

cc: OC Public Works/Procurement Services
Attn: Roy Aragon
601 N. Ross St.
Santa Ana CA 92701
714.667.1657
Email: Roy.Aragon@ocpw.ocgov.com

Contractor: Aero Service Corporation
Attn: Bill Brancheau / Alexandra L. Wood
39209 Six Mile Road, Suite 250
Livonia, MI 48152-2681
734.542.4722 / 602.792.0020 / 877.227.0930
Email: wbrancheau@acrocorp.com

7. **Invoice Instructions:** All invoices associated with this Subordinate Contract shall be forwarded to Accounts Payable at:

OC Public Works/Administrative Services

Attn: Accounts Payable
PO Box 4048
Santa Ana, CA 92702-4048

Each invoice must be on Contractor's letterhead and have a unique number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address
3. County Subordinate Contract Number
4. Contractor's Federal I.D. number
5. Date of Order/Service date(s)
6. Product/service description, quantity, prices
7. Total invoice amount

Invoices are to be submitted in arrears and payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved, subject to the County's routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.

Signature Page follows

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

ACRO SERVICES CORPORATION*

Signature	Name	Title	Date
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Signature	Name	Title	Date
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**COUNTY OF ORANGE, A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:**

Deputy Purchasing Agent

Signature	Name	Title	Date
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* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

ATTACHMENT A
SCOPE OF WORK

I. **SCOPE OF WORK:** Contractor shall provide all labor, materials, tools, and equipment required for Temporary Staffing in accordance with the terms, conditions and pricing of the RCA.

II. **CONTRACTOR REQUIREMENTS:**

Contractor Shall:

A. Provide Temporary Staff for various OC Public Works sections, on an as-needed basis, only upon request by principal point of contact or other OC Public Works purchasing buyer.

III. **INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor’s letterhead. Each invoice will have a unique number and will include the following information:

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

Invoices and support documentation are to be forwarded to:

Amendment No. 4
Revised Invoice
Instruction Address

OC Public Works/Procurement Services
Attn: Accounts/Payables
300 North Flower Street, 6th Floor
Santa Ana, CA 92703
Email: accountspayables@ocpw.ocgov.com

OC Public Works/Administrative Services
Attn: Accounts Payable
PO Box 4048
Santa Ana, CA 92702-4048
Email: accountspayables@ocpw.ocgov.com

Contractor 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.