



**AMENDMENT # 1 TO CONTRACT MA-063-19010383  
WITH  
OMNI ENTERPRISE INC**

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California with place of business at 500 N. State College Blvd., Orange, CA 92868-1673 (referred to as "County"), and OMNI Enterprise Inc., with a place of business at 1420 E. Edinger Ave., Santa Ana, CA 92705-4816 (referred to as "Contractor"), for Janitorial and Day Porter Services. County and Contractor may be individually referred to as "Party", or collectively as "Parties".

WHEREAS, the County and Contractor entered into Contract MA-063-19010383 (referred to as "Contract"), in the amount of \$783,300, effective November 1, 2018 through October 31, 2021 per County of Orange terms and conditions; and

WHEREAS, both Parties agree to issue Amendment # 1 to Contract MA-063-19010383; and

NOW THEREFORE, the Parties agree as follows:

1. Increase Contract MA-063-19010383 by \$30,000 for a new not to exceed amount of \$813,300 through October 31, 2021 for additional services to the contract.
2. Additional services needed at 800 N. Eckhoff St., Orange, CA 92868 for an extra two (2) hours on Saturdays and two (2) hours on Sundays. The additional services will be used to clean the three (3) visitation rooms (rooms 1101, 1107 and 1109), one (1) conference room (room 1304), Lobby/Waiting area (rooms 1000-1002) and two (2) regular and one (1) child restrooms located near the Lobby/Waiting area.
3. Replace Sections listed below:

**SECTION III - SCOPE OF WORK**

**XV. SPECIFICATIONS**

**A. Facility Description**

3. **Operational Hours/Hours Of Day Porter And Janitorial Services**  
800 Building public waiting area and play room – clean only after 9:15 PM  
840 Building, Section F, second floor – clean only after 11 PM

HOURS	MON	TUE	WED	THU	FRI	SAT	SUN
Regular hours - open to public and employees	7:00 AM 9:00 PM	7:00 AM 9:00 PM	7:00 AM 9:00 PM	7:00 AM 9:00 PM	7:00 AM 9:00 PM	8:00 AM 5:00 PM	---
Day Porter Hours	7:30 AM 4:30 PM	7:30 AM 4:30 PM	7:30 AM 4:30 PM	7:30 AM 4:30 PM	7:30 AM 4:30 PM	---	---
Evening Hours - Available hours for Janitorial service * Lobby may only be cleaned after 9:15p.m.	5:30 PM 2:00 AM*	5:30 PM 2:00 AM*	5:30 PM 2:00 AM*	5:30 PM 2:00 AM*	5:30 PM 2:00 AM*	12:00 PM 7:00 PM	TWO (2) HOURS AFTER 5:00 PM



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**4. Summary Daily Service Hours/Minimum Number Of Works**

a. Minimum number of daily service hours (including Day Porter). Note: Contractor is expected to provide the required level of daily service regardless of actual hours listed. The listed hours do not include the required monthly, quarterly and annual services. If Contractor does not work the minimum daily service hours per day, Contractor shall be deducted the cost for the general cleaning and dusting.

Day	800-840 Eckhoff Service Hours revised
Mon	48
Tue	48
Wed	48
Thu	48
Fri	48
Sat	7
Sun	2

b. Minimum number of workers (includes 1 Supervisor and day porter(s)).

Day	800-840 Eckhoff revised
Mon	7
Tue	7
Wed	7
Thu	7
Fri	7
Sat	1
Sun	1

**B. Facility Cleaning Requirements**

**1. Buildings and Service Areas**

The Contractor shall, at a minimum, perform the following services:

b. Weekly

ix. Saturdays: from 12PM to 7PM, one crew member to rotate each week one floor of the 800 building or one section of the 840 building to detail clean and dust that space. The new additional last two (2) hours of the shift (5PM-7PM) will be for cleaning three (3) visitation rooms, one (1) conference room, Lobby/waiting area, two regular restrooms and one child restroom.

Sundays: 800 building from any time after 5pm for two (2) hours to clean three (3) visitation rooms, Lobby/waiting area, two regular restrooms and one child restroom.

**2. Restrooms & Showers**

b. Weekly

v. Additional Saturdays cleaning for 840 building, second level North area, men's and women's restrooms. Additional cleaning for 800 building, Saturday last two (2) hours of the shift (5PM-7PM) and Sundays from any time after 5pm for two (2) hours will be for cleaning two regular restrooms and one child restroom.



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**4. Day Porter Services**

The Eckhoff facility requires two Day Porters to be in attendance for eight hours per day, Monday through Friday. Day Porters shall be the Contractor's employee, located on-site for the purpose of providing immediate attention during normal working hours to Contract-related services, including, but not limited to, the removal of hazards such as spills or broken glass, plumbing leaks, roof leaks, refilling supplies, and general facility upkeep.

**a. Hours Of Service**

Day Porters shall work staggered shifts Monday through Friday, between 7:00 AM to 6:00 PM, with staggered one-hour lunch and two 15-minute breaks during the shift. Lunch should be coordinated by the Facility Manager or designee between 11:30 AM and 1:30 PM. The breaks should be taken near the midpoint of the morning and afternoon.

One day porter shall be on duty on Saturdays for seven (7) hours from 12pm-7pm.

If determined by the Facility Manager or designee that only one day porter is needed, the second day porter position and service hours will be transferred to the night shift, with the County providing notice at least 30 days prior to the transfer. The hours of service for one day porter will be Monday through Friday, 7:30 AM to 4:30 PM.

Note: If one day porter is moved to the night shift, the associated cost shall be transferred to janitorial services.

**SECTION IV - COMPENSATION / PAYMENT SCHEDULE**

**III. FEES AND CHARGES**

**A. Fixed Monthly Services**

DESCRIPTION	PRICE
Restrooms	\$4,000
Paper supplies	\$2,800
Floor cleaning and spray buffing	\$1,000
Trash Removal	\$3,120
General cleaning and dusting	\$4,000
Day Porter	\$5,580
<b>Total Monthly Fixed Price</b>	<b>\$20,500</b>

DESCRIPTION	PRICE
Saturday extended two (2) hours (5:00pm – 7:00pm)	\$50/Per Hour
Sunday two (2) hours after 5:00pm	\$120/ Per Occurrence



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All terms and conditions, amendments/modifications of the initial Contract are hereby incorporated by this reference into the renewed Contract MA-063-19010383. This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

**OMNI ENTERPRISE INC\***

By _____ Print Name	<u>Dante Perez</u>	By _____ Print Name	<u>Dante Perez</u>
Title	<u>President</u> Corporate Officer	Title	<u>Secretary</u> Corporate Officer
Date	<u>12-20-2019</u>	Date	<u>12-20-2019</u>

\*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. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

**COUNTY OF ORANGE**

a political subdivision of the State of California

By _____ Print Name	Date _____
_____	Title _____

**COUNTY OF ORANGE**

**COUNTY COUNSEL**

Approved as to Form:

By <u>John Cleveland</u> Deputy County Counsel	Date <u>12/20/19</u>
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