

**AMENDMENT #3
FOR
JANITORIAL SERVICES VARIOUS LOCATIONS**

This AMENDMENT 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 Omni Enterprise, Inc., a California corporation (hereinafter referred to as "Contractor"), which are sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

RECITALS

WHEREAS, County and Contractor entered into Contract MA-080-17010551 for Janitorial Services Various Locations, effective February 1, 2017 through February 28, 2021, in the amount of \$964,820, (hereinafter referred to as "Contract"); and,

WHEREAS, the Parties executed Amendment #1 on April 1, 2017 to added day porter services and increase Contract amount by \$91,650 for a new Total Contract Amount of \$1,056,470; and,

WHEREAS, the Parties executed Amendment #2 on July 1, 2017 to decrease day porter services to the Law Library and decreased the Total Contract Amount by \$10,560 for a new Total Contract Amount of \$1,045,910; and,

WHEREAS, the Parties now desire to increase the Total Contract Amount by \$47,900 for a new Total Contract Amount of \$1,093,810; and,

WHEREAS, the Parties now desire to amend Article 20, Notices, to remove OC Public Works/Operations & Maintenance Contract; and,

WHEREAS, the Parties now desire to amend Attachment A, Section 17.7.5, to add a secondary contact for the Seven Oaks Facility; and,

WHEREAS, the Parties now desire to amend Attachment A, Section 17.8.9, to add new primary and secondary Building Coordinators for the O&M Complex; and,

WHEREAS, the Parties now desire to amend Attachment B, Section VII, to add Facilities Operations as the only invoice and support documentation forwarding address; and,

WHEREAS, the Parties now desire to amend Attachment A, Sections 17.8.1.2.1 and 17.8.1.2.2, to add daily carpet vacuuming and spot removal services instead of weekly carpet vacuuming and spot removal services; and,

WHEREAS, the Parties now desire to amend Attachment A, Sections 17.8.2.2.1 and 17.8.2.2.2, to add daily carpet vacuuming and spot removal services instead of weekly carpet vacuuming and spot removal services; and,

WHEREAS, the Parties now desire to amend Attachment A, Sections 17.8.2.3.1 and 17.8.2.3.2, to add daily carpet vacuuming and spot removal services instead of weekly carpet vacuuming and spot removal services; and,

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WHEREAS, the Parties now desire to amend Attachment A, Sections 17.8.2.4.1 and 17.8.2.4.2, to add daily carpet vacuuming and spot removal services instead of weekly vacuuming and spot removal services; and,

WHEREAS, the Parties now desire to amend Attachment A, Sections 17.8.3.1 and 17.8.3.2, to add daily carpet vacuuming and spot removal services instead of weekly vacuuming and spot removal services; and,

WHEREAS, the Parties now desire to remove Article 9, Conflict of Interest and Article 39, Change of Ownership, and add Article 55, Change of Ownership/Name, Litigation Status, Conflicts with County Interest in their place; and,

WHEREAS, the Parties now desire to amend Attachment B, Section II, to reflect the Contract cost changes; and,

WHEREAS, the Parties now desire to amend Attachment B, Section III, to allow for Contract increases; and,

NOW THEREFORE, the Parties agree as follows:

ARTICLES

1. Article 20 is hereby amended and shall read in its entirety as follows:

20. 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's Project Manager(s): OC Public Works/OC Facilities Maintenance
Attn: Robert Kmetz
1143 East Fruit Street
Santa Ana, CA 92701-4204
Phone: 714-667-3281
Email: robert.kmetz@ocpw.ocgov.com

cc: OC Public Works/Procurement Services
Attn: Roy Aragon, County DPA
300 North Flower Street, Suite 838
Santa Ana, CA 92703
Phone: 714-667-9747
Email: roy.aragon@ocpw.ocgov.com

Contractor: Omni Enterprise, Inc.
Attn: Dante Perez
3040 East Mayfair Avenue, Suite 1

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Orange, CA 93867-7451
Phone: 714-801-4092
Email: omniclean@gmail.com

2. Attachment A, Section 17.7.5, shall be amended to read in its entirety as follows:

17.7.5 BUILDING COORDINATORS FOR THE SEVEN OAKS FACILITY:

Primary Contact: Jessie Prado (714) 955-0257

Secondary Contact: OCPW Main Office – (714) 955-0200

3. Attachment A, Section 17.8.9, shall be amended to read in its entirety as follows:

17.8.9 BUILDING COORDINATORS:

O&M Complex

2301 North Glassell – Ground Floor

Primary Contact: Christine Knapp (714) 955-0632

Secondary Contact: Maria Tamez (714) 955-0603

2301 North Glassell – Second Floor

Primary Contact: Daisy Corona (714) 955-0222

Secondary Contact: O&M Main Office (714) 955-0200

222 Bristol Lane, Orange (includes warehouse)

Primary Contact: Richard Tiffer (714) 955-0123

Secondary Contact: Anthony Lee Bong (714) 955-0112

2245 North Glassell – Warehouse Area

Primary Contact: Bryan Pastor (714) 955-0662,

Secondary Contact: James Fortuna (714) 955-0680

4. Attachment B, Section VII, shall be amended to reflect only one forwarding address for invoices and support documentation as follows:

Invoices and support documentation are to be forwarded as follows:

OC Public Works/Facility Operations
Attn: Accounts Payable
1143 East Fruit Street
Santa Ana, CA

5. Attachment A, Sections 17.8.1.2.1 and 17.8.1.2.2, shall be amended to read in their entirety as follows:

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17.8.1.2.1 Daily:

- A. Sweep all building areas with the Kex System of dustless sweeping cloths.
- B. Empty ALL waste baskets and trash containers and carry trash to designated areas. Change all soiled or torn liners.
- C. Thoroughly vacuum with a hepa-filter vacuum, all carpeted floors, hallways, offices, entry rugs, mats and remove any spots in the carpet. (Including stairs if applicable).
- D. Clean tabletops and counters in employee kitchen/lunch room and break areas.
- E. Restock paper towel dispenser in the employee's kitchen and break areas.
- F. Clean and wipe down all sinks using an approved germicidal cleaner.
- G. Clean and wipe down all drinking fountains using an approved germicidal cleaner.
- H. Spot clean glass on doors, glass partitions, and interiors of windows.
- I. Any interior doors found to be closed or locked indicate no entry and rooms are not to be serviced.
- J. Refrigerators and oven interiors are for the convenience of County employees and their responsibility to maintain.
- K. Dumpsters and other trash containers are provided for disposal of trash. Contractor shall provide containers on wheels, or other similar methods, to move trash from one part of the building to another. Under no circumstances shall trash containers or other equipment be slid on the floor. Contractor shall not recycle trash or store recycled material on the premises

17.8.1.2.2 Weekly:

- A. Clean and mop all tile floors.
- B. "Detail sweep" all areas.
- C. Clean all areas soiled by spills.

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- D. Remove all graffiti.
- E. Remove marks and spots from resilient floors in corridors and traffic lanes. Mop with neutral cleaner all resilient tile flooring.
- F. Wipe tabletop and countertop in employee break room.
- G. Mop employee break and small supply rooms

6. Attachment A, Sections 17.8.2.2.1 and 17.8.2.2.2, shall be amended to read in their entirety as follows:

17.8.2.2.1 Daily:

- A. Clean and disinfect call buttons and plate utilizing approved germicidal cleaner and a soft cloth.
- B. Clean and disinfect wall rails and paneling utilizing an approved germicidal cleaner and a soft cloth
- C. Wipe down all stainless steel surfaces with an approved stainless steel cleaner using soft cloths
- D. Thoroughly vacuum with a hepa-filter vacuum, all carpeted floors, hallways, offices, entry rugs, mats and remove any spots in the carpet. (Including stairs if applicable).

17.8.2.2.2 Weekly:

Reserved

7. Attachment A, Sections 17.8.2.3.1 and 17.8.2.3.2, shall be amended to read in their entirety as follows:

17.8.2.3.1 Daily:

- A. Wipe down banister railing with an approved germicidal cleaner and a soft cloth
- B. Clean all areas soiled by spills.
- C. Remove any and all trash.
- D. Wipe down all stainless steel surfaces with an approved stainless steel cleaner using soft cloths.
- E. Sweep and wet mop all tiled floors.

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- F. Spot clean glass entry doors to remove finger prints and smudges.
- G. Thoroughly vacuum with a hepa-filter vacuum, all carpeted floors, hallways, offices, entry rugs, mats and remove any spots in the carpet. (Including stairs if applicable)

17.8.2.3.2 Weekly:

Reserved

8. Attachment A, Sections 17.8.2.4.1 and 17.8.2.4.2, shall be amended to read in their entirety as follows:

17.8.2.4.1 Daily:

- A. Wipe down hand railing using an approved germicidal cleaner and a soft cloth.
- B. Spot clean walls and doors.
- C. Thoroughly vacuum with a hepa-filter vacuum, all carpeted floors, hallways, offices, entry rugs, mats and remove any spots in the carpet. (Including stairs if applicable).

17.8.2.4.2 Weekly

Reserved

9. Attachment A, Sections 17.8.3.1 and 17.8.3.2, shall be amended to read in their entirety as follows:

17.8.3.1 Daily:

- A. Sweep all building areas with the Kex System of dustless sweeping cloths.
- B. Empty ALL waste baskets and trash containers and carry trash to designated areas. Change all soiled or torn liners.
- C. Clean tabletops and counters in employee kitchen/lunch room and break areas.
- D. Thoroughly vacuum with a hepa-filter vacuum, all carpeted floors, hallways, offices, entry rugs, mats and remove any spots in the carpet. (Including stairs if applicable).
- E. Restock paper towel dispenser in the employee's kitchen and break areas.
- F. Clean and wipe down all sinks using an approved germicidal cleaner.

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- G. Clean and wipe down all drinking fountains using an approved germicidal cleaner.
- H. Spot clean glass on doors, glass partitions, and interiors of windows.
- I. Clean and mop all tile floors. Floors should have a clean and streak free appearance when dry after mopping.
- J. Refrigerators and oven interiors are for the convenience of County employees and their responsibility to maintain.
- K. Dumpsters and other trash containers are provided for disposal of trash. Contractor shall provide containers on wheels, or other similar methods, to move trash from one part of the building to another. Under no circumstances shall trash containers or other equipment be slid on the floor. Contractor shall not recycle trash or store recycled material on the premises.

17.8.3.2 Weekly:

- A. Clean and mop all tile floors.
- B. Detail-sweep all areas.
- C. Clean all areas soiled by spills.
- D. Remove all graffiti.
- E. Remove marks and spots from resilient floors in corridors and traffic lanes. Mop with neutral cleaner all resilient tile flooring

10. Article 9, Conflict of Interest and Article 39, Change of Ownership, shall be removed and reserved. Article 55, Change of Ownership/Name, Litigation Status, Conflicts with County Interest, shall be added. Articles 9, 39, and 55 shall be amended to read in their entirety as follows:

9. Reserved.

39. Reserved.

55. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County. County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract. Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing of any potential conflicts of interest between Contractor and County that may

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arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, or conflict of interest, Contractor must also provide an update to the County of its status in these areas whenever requested by the County. The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

11. Attachment B, Section II, shall be amended to read in its entirety as follows:

II. FEES AND CHARGES: Payment shall be made in accordance with the provisions of this Contract.

A. Total Monthly Cost:

Service Description	Fruit St Complex	Law Library	COC	7 OAKS	O & M Complex
General Janitorial Cost per Month	1698.5	2409	3389.50	343.5	2116
Hours/ Month	176	240	350	36	220
Floors Cost per Month	240	300	300	60	80
Hours/ Month	20	30	30	6	8
Supervision Cost per Month	660	480	460	20	400
Hours/ Month	66	48	46	2	40
Insurance/ Benefits for above per Month	50	50	50	20	50
Monthly Cost for Supplies, Tools and Equipment	450	500	750	20	200
Monthly Cost for Indirect Expenses & Profit	600	550	550	50	300
Carpet Cleaning	200	200	400	10	540
Window Cleaning	50	200	300	10	100
Semi-Annual Cleaning Tops of Books		150			

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Service Description	Fruit St Complex	Law Library	COC	7 OAKS	O & M Complex
Bi-Weekly & Three times Weekly services					
Day Porter		1710			
Total Monthly Cost	4210.50	6867	6625.50	577.50	4054

B. Schedule of Deductions (Total Monthly Deductions):

In accordance with Attachment “A”, Section 13.0; the County reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the extent of the unsatisfactory work. A copy of the inspection record with associated deduction calculation will be furnished to the Contractor.

Service Task	Fruit St Complex	Law Library	COC	7 OAKS	O & M Complex
Restrooms	1600	1300	2100	260	1300
Floor Cleaning & Spray Buffing	200	270	500	60	20
Floor waxing & stripping	240	200	300	60	60
Trash Removal	1200	1150	1460	70	900
General Dusting & Cleaning	820	1210	1550	107.5	1134
Carpet Cleaning	100	227	400	10	540
Window Cleaning	50.5	200	315.50	10	100
Semi-Annual Cleaning Tops of Books		600			
Day Porter		1710			
Total Monthly Deductions (must be equal to total monthly cost)	4210.50	6867	6625.50	577.50	4054

- C. Monthly Total (effective February 1, 2017 through March 31, 2017): \$ 19,180
Monthly Total (effective April 1, 2017 through June 30, 2017): \$ 21,130
Monthly Total (effective July 1, 2017 through February 28, 2021): \$ 20,890
Monthly Total (effective August 1, 2018 through February 28, 2021): \$ 22,335

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D. Annual Total (as of July 1, 2017): \$ 250,680

Annual Total (as of August 1, 2018): \$ 268,020

E. Additional Work: Any additional services not listed in the Contract must be approved by the County Project Manager or designee in accordance with Attachment "A"; Section 15.0.

Additional Work not to exceed: \$ 5,000/year

F. **TOTAL CONTRACT AMOUNT SHALL NOT EXCEED:** \$ 1,093,810

12. Attachment B, Section III, shall be amended to read in its entirety as follows:

III. PRICE INCREASES/DECREASES: The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.


13. All other terms and conditions contained in the Contract shall remain the same.


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MA-080-17010551

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

OMNI ENTERPRISE, INC.,* a State of California corporation

By: 
Print Name: Dante Perez
Title: President
Corporate Officer
Date: 7/22/2019

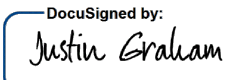
By: 
Print Name: Dante Perez
Title: Secretary
Corporate Officer
Date: 7/22/2019

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

By: _____
Print Name: _____
Title: Deputy Purchasing Agent
Date: _____

APPROVED AS TO FORM:

County Counsel

By: 
Deputy
Date: 7/26/2019

* 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 signator to bind the corporation