

AMENDMENT NUMBER THREE  
TO  
SUBORDINATE CONTRACT MA-060-22011603  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
US METRO GROUP, INC.

This AMENDMENT NUMBER THREE to Contract Number MA-060-22011603 (hereinafter “AMENDMENT NUMBER THREE”) between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter “COUNTY”), and US Metro Group, Inc, (hereinafter referred to as “CONTRACTOR”) with a place of business at 6803 International Ave, Cypress, CA 90630 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, the County of Orange, acting through the County Procurement Office, and Contractor executed a Regional Cooperative Agreement RCA-017-22010002 on August 25, 2021 for Janitorial Services (hereinafter referred to as “RCA”), now in effect from September 1, 2021 through and including August 31, 2026; and

WHEREAS, COUNTY and CONTRACTOR executed a Subordinate Contract for Janitorial Services on May 24, 2022, as Subordinate Contract Number MA-060-22011603 (hereinafter “ORIGINAL SUBORDINATE CONTRACT”), for a four-year term of May 24, 2022 through and including August 31, 2026, in an amount not to exceed \$30,000;

WHEREAS, COUNTY and CONTRACTOR amended Attachment B – Scope of Work, of the ORIGINAL SUBORDINATE CONTRACT on August 8, 2023 and added additional services, a new service location and increased the contract by \$1,804,657 for a new not to exceed amount of \$1,834,657 (hereinafter “AMENDMENT NUMBER ONE”);

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL SUBORDINATE CONTRACT, Section 2. Term of Subordinate Contract on December 1, 2023, to continue through and including August 31, 2024 and amended Section 4. Compensation & Payment, and modified the not to exceed amount to \$200,000 (hereinafter “AMENDMENT NUMBER TWO”);

WHEREAS, COUNTY desires to amend Section 2. Term of Subordinate Contract to continue through and including August 31, 2026 and amend Section 4. Compensation & Payment, to increase the not to exceed amount by \$900,000 for a new amount not to exceed \$1,100,000, and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL SUBORDINATE CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES


- a. Agreement, Section 2. Term of Subordinate Contract, of the ORIGINAL SUBORDINATE CONTRACT is amended in its entirety to read as follows:

2. Term of Subordinate Contract: This Subordinate Contract shall commence upon execution of all necessary signatures and continue through and including August 31, 2026, unless otherwise terminated by the County pursuant to the termination provision of the RCA or renewed by a duly executed written amendment between the Parties according to the RCA.
- b. Agreement, Section 4. Compensation & Payment of Subordinate Contract, of the ORIGINAL SUBORDINATE CONTRACT is amended to read in its entirety as follows:
  4. Compensation & Payment:  
Contractor agrees to provide the Services in accordance with the terms and conditions of the RCA-017-22010002, including its attachments, and at the fixed rates set forth in Attachment B – Compensation and Pricing of the RCA. The total cost of this Subordinate Contract shall not exceed \$1,100,000. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.
2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

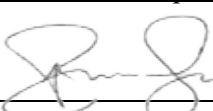
- Signature Page follows -

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER THREE to Contract number MA-060-22011603.

\*Contractor: US Metro Group, Inc.

By:  Title: Chairman of the Board  
Print Name: Evelyn Lee Date: 01/30/2024

\*Contractor: US Metro Group, Inc.

By:  Title: Chief Financial Officer  
Print Name: Brian Lee Date: 01/30/2024

*\*If the contracting party is a corporation, (2) two signatures are required: (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 signature to bind the company.*

**County Of Orange**

A political subdivision of the State of California




Sheriff-Coroner Department

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by the Board of Supervisors: \_\_\_\_\_

Approved as to Form

Office of the County Counsel  
Orange County, California

By:   
Deputy

AMENDMENT NUMBER TWO  
TO  
SUBORDINATE CONTRACT MA-060-22011603  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
US METRO GROUP, INC.

This AMENDMENT NUMBER TWO to Contract Number MA-060-22011603 (hereinafter “AMENDMENT NUMBER TWO”) between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter “COUNTY”), and US Metro Group Inc, (hereinafter referred to as “CONTRACTOR”) with a place of business at 6803 International Ave, Cypress, CA 90630 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, the County of Orange, acting through the County Procurement Office, and Contractor executed a Regional Cooperative Agreement RCA-017-22010002 on August 25, 2021 for Janitorial Services (hereinafter referred to as “RCA”), now in effect from September 1, 2021 through and including August 31, 2026; and

WHEREAS, COUNTY and CONTRACTOR executed a Subordinate Contract for Janitorial Services on May 24, 2022, as Subordinate Contract Number MA-060-22011603 (hereinafter “ORIGINAL SUBORDINATE CONTRACT”), for a one-year term of May 24, 2022 through and including August 31, 2026, in an amount not to exceed \$30,000;

WHEREAS, COUNTY and CONTRACTOR amended Attachment B – Scope of Work, of the ORIGINAL SUBORDINATE CONTRACT on August 8, 2023 and added additional services, a new service location and increased the contract by \$1,804,657 for a new not to exceed amount of \$1,834,657 (hereinafter “AMENDMENT NUMBER ONE”);

WHEREAS, COUNTY desires to amend Section 2. Term of Subordinate Contract to continue through and including August 31, 2024 and to amend Section 4. Compensation & Payment, to modify the not to exceed amount to \$200,000 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL SUBORDINATE CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Agreement, Section 2. Term of Subordinate Contract, of the ORIGINAL SUBORDINATE CONTRACT is amended to read in its entirety as follows:

2. Term of Subordinate Contract: This Subordinate Contract shall commence upon execution of all necessary signatures and continue through and including August 31, 2024, unless otherwise terminated by the County pursuant to the termination provision of the RCA or renewed by a duly executed written amendment between the Parties according to the RCA.
  
  4. Compensation & Payment:  
Contractor agrees to provide the Services in accordance with the terms and conditions of the RCA-017-22010002, including its attachments, and at the fixed rates set forth in Attachment B – Compensation and Pricing of the RCA. The total cost of this Subordinate Contract shall not exceed \$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.
2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

- Signature Page follows -

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER TWO to Contract number MA-060-22011603.

\*Contractor: US Metro Group, Inc.

By: [Signature] Title: Chairman of the Board  
Print Name: Evelyn Lee Date: 11/30/2023

\*Contractor: US Metro Group, Inc.

By: [Signature] Title: Chief Financial Officer  
Print Name: Brian Lee Date: 11/30/2023

*\*If the contracting party is a corporation, (2) two signatures are required: (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 signature to bind the company.*

**County Of Orange**

A political subdivision of the State of California



Sheriff-Coroner Department

By: [Signature] Title: PCS, DFA  
Print Name: VICTOR VEGA Date: 12/01/23

AMENDMENT NUMBER ONE  
TO  
SUBORDINATE CONTRACT MA-060-22011603  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
US METRO GROUP, INC.

This AMENDMENT NUMBER ONE to Contract Number MA-060-22011603 (hereinafter “AMENDMENT NUMBER ONE”) between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter “COUNTY”), and US Metro Group Inc, (hereinafter referred to as “CONTRACTOR”) with a place of business at 6803 International Ave, Cypress, CA 90630 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, the County of Orange, acting through the County Procurement Office, and Contractor executed a Regional Cooperative Agreement RCA-017-22010002 on August 25, 2021 for Janitorial Services (hereinafter referred to as “RCA”), now in effect from September 1, 2021 through and including August 31, 2026; and

WHEREAS, COUNTY and CONTRACTOR executed a Subordinate Contract for Janitorial Services on May 24, 2022, as Subordinate Contract Number MA-060-22011603 (hereinafter “ORIGINAL SUBORDINATE CONTRACT”), for a one-year term of May 24, 2022 through and including August 31, 2026, in an amount not to exceed \$30,000;

WHEREAS, COUNTY desires to amend Attachment B – Scope of Work, of the ORIGINAL SUBORDINATE CONTRACT to add additional services, a new service location and increase the contract by \$1,804,657 for a new not to exceed amount of \$1,834,657 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL SUBORDINATE CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Agreement, Section 4. Compensation & Payment, of the ORIGINAL SUBORDINATE CONTRACT is amended to read in its entirety as follows:

4. Compensation & Payment:

Contractor agrees to provide the Services in accordance with the terms and conditions of the RCA-017-22010002, including its attachments, and at the fixed rates set forth in Attachment B – Compensation and Pricing of the RCA. The total cost of this Subordinate Contract shall not exceed \$1,834,657. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.

- b. Attachment B, Scope of Work, of the ORIGINAL SUBORDINATE CONTRACT is amended in its entirety as follows:

Contractor shall provide Janitorial Services to County locations per specifications below. All services shall be scheduled and coordinated between County and Contractor's Project Managers.

For the location listed as Sheriff-Coroner Department Information Services, Computer Room, 320 N. Flower St, 3<sup>rd</sup> Floor, Santa Ana, CA 92703, cleaning services shall be as follows:

1. Six (6) services per year shall be provided as follows: Vacuum (using HEPA filtered vacuums) damp mop and neutralize raised floor ensuring removal of all contaminants from floor tile surfaces including but not limited to old wax, gum, ink, scuffs, & grime. Also, includes maintaining two linoleum-flooring landings at entrances to computer room (about 2,500 Sq. Ft.).
2. Annual Service shall be provided as follows:
  - a. Vacuum (using HEPA filtered vacuums) damp mop and neutralize raised floor ensuring removal of all contaminants from floor tile surfaces including but not limited to old wax, gum, ink, scuffs, & grime.
  - b. Remove subfloor particulate by vacuuming (using HEPA filtered vacuums) entire plenum area including subfloor, stringers, pedestals, pipes, conduit, and cables and hand wiping where necessary.
  - c. Detail clean computer hardware devices with application of anti-static finisher.
  - d. Remove particulate from computer environment including monitors, desks, media racks, cabinets, windows, vents, etc.
  - e. Strip and finish two linoleum-flooring landings at entrances to computer room. Assumption: Both landings be cleaned during one scheduled cleaning and that traffic in and out of data center will be minimized during the strip/finish process. Drying time is approximately thirty (30) minutes for each coat of floor seal/finish applied. Two to three coats will be applied.

For the location listed as Sheriff-Coroner Department Technology Division. 1382 Bell Ave, Tustin, CA 92780, cleaning services shall be as follows:

## **I. GENERAL SERVICES**

- A. The Contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor shall schedule its operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facility, not merely surface cleaning. Specifically, thorough high and low dusting of all areas as described in the scope of work, floors shall be thoroughly swept, mopped, waxed and buffed for a gloss shine, carpeted floors are to be spot cleaned, carpeted floors shall be completely and thoroughly vacuumed and deep extraction shampooed, (leaving no dirt, gum, stains or any another substance in the carpet) glass entrance doors,



exterior/interior windows shall be cleaned to where all traces of film, dirt, smudges, streaks and water spots are removed, spot cleaning of smudges, smears, grease marks. Etc. from walls, doors, including handles, push bars, kick plates, light switches and electrical outlet cover plates and the restroom facilities are to be cleaned, sanitized and fixtures polished to approach the sanitary levels of a hospital.

- B.** Contractor shall at all times provide adequate supervision of Contractor's employees to ensure complete and satisfactory performance of all work in accordance with the terms of this Contract.
- C.** The Contractor shall, perform the following services:
  - 1)** Trash: Contractor shall remove daily all trash from the entire facility and other specific areas designated by the County's Project Manager. Contractor shall empty all exterior trash cans from all entrances and exits. All trash shall be disposed of in the trash dumpsters and/or other trash containers that are provided for disposal of trash.
  - 2)** 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.
  - 3)** Contractor shall not recycle trash or store recycled bottles and cans on the premises.
  - 4)** Contractor shall install plastic trash liners for each trash can. This includes trash cans in all rooms, offices, common areas, halls, coffee break-lunch rooms, security offices and other areas of the buildings where trash cans are located. The liners shall be appropriate for the trash can for which they are used and shall be changed daily or as required by the County's Project Manager.
- D.** Contractor shall install sanitary napkin receptacle liners in all women's restrooms in the facility. The liners shall be changed daily or as required by the County's Project Manager.
- E.** Building Entrance and Atriums: Must be kept clean and free of dust, debris, cobwebs, and bird droppings on a daily basis.
- F.** Maintain Floors: All hard surface floors shall receive floor maintenance. Floor maintenance includes sweeping, dust mopping, damp mopping, wet mopping, dry buffing, spray buffing, stripping, scrubbing, sealing, and waxing as required to achieve the stated results below. After receiving floor maintenance, the entire floor shall have a uniform coating of nonskid floor finish, have a uniform glossy appearance and be free of scuff marks, heel marks and other stains and discoloration.
- G.** All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain the floors.

- H.** All moved items shall be returned to their proper positions when all floor maintenance operations have been completed. Wax is to be applied only to floor surfaces that have been cleaned.
- I.** Sweep/Dust Mop Floors: All accessible floor areas shall be swept, or dust mopped daily. After the floor has been swept and/or dust mopped, the entire floor surface, including stationary objects, corners, and abutments, shall be free of litter, cobwebs, dust, and debris. Chairs, trash receptacles, plants and any other move able object shall be moved or tilted in order to sweep underneath.
- J.** Mop Floors: All accessible floor areas shall be damp and/or wet mopped daily. Chairs, trash receptacles, and easily moveable items shall be moved to mop underneath. After being mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film debris or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Wood floors shall not be damp or wet mopped.
- K.** Sweep and damp mop floors in difficult to reach areas. Contractor shall thoroughly sweep and damp mop floors, including areas that daily sweeping and damp mopping does not reach, including wall edges, around furniture and cabinets, and under desks and all moveable office furniture.
- L.** Dry/Spray Buff Floors: All floors shall be cleaned to eliminate heel marks, scuffs, and small amounts of dirt using a buffing pad, floor machine, and spray bottle mixture of diluted floor finish and detergent, leaving a uniform, thin coat of non-skid wax. Sweeping and wet mopping must occur before this procedure.
- M.** Gym/Shower Mats: Mats located in the showers and gyms located in some facilities throughout the County of Orange.
- N.** Strip, Scrub, Seal, and Wax Floors: All hard floors shall be stripped, scrubbed, sealed, and waxed as necessary to maintain a uniform, glossy appearance. Contractor shall perform all tasks associated with the stripping, sealing, and waxing of the floor surfaces. Non-skid wax shall be used. After, the entire floor shall have a uniform, glossy appearance and shall be free of scuff marks, heel marks, wax build-up and other stains and discoloration.
- O.** Remove Trash: All trash containers (interior and exterior) shall be emptied at the frequencies stated herein and containers returned to their initial locations. Boxes, cans, and papers placed near a trash receptacle and marked "TRASH" shall be removed. Soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. All debris or liquids remaining in a trash receptacle must be removed and the trash receptacle cleaned. Trash shall be disposed of in plastic bags secured with bag ties. Contractor shall pick up any trash that may fall onto the facility or grounds during the removal of such trash. The trash shall be deposited in the nearest outside trash collection point. Dirty trash receptacles shall be washed inside and out and shall be

odor free.

- P.** Empty and Clean Public Ash Trays and Urns. Contractor shall empty all public ashtrays and urns and wipe with a cloth. Ashtrays will be washed with a cleaning solution and wiped dry as required to remove odor and stains. All public urns will be cleaned (debris removed) and the sand replaced, as needed.
- Q.** Perform Low Dusting: All dust, lint, litter, cobwebs and dry soil shall be removed from the horizontal surfaces of chairs, file cabinets, conference tables, and other types of furniture and equipment and from horizontal ledges, windowsills, handrails, baseboards, air conditioning vents, etc., to a line seven feet above the top of the floor level.
- R.** Perform High Dusting: Contractor shall provide high dusting, removing all dust, lint, litter, and dry soil from surfaces higher than seven feet above the top of the floor surface. Air conditioning grills, where installed, shall be high dusted.
- S.** Clean and Polish Interior Glass, Mirrors, and Glass/Mirrored Surfaces. The cleaning of glass and mirrors includes all glass partitions, walls, doors, mirrors and adjacent trim with a lower edge below seven feet. Glass that extends higher than seven feet shall not be included. After glass cleaning, there shall be no traces of film, dirt, smudges, water or other foreign matter. Both sides of glass partitions, walls and doors are to be cleaned.
- T.** Clean and Polish Other Interior Glass. Trophy/display cases, directory boards and other interior glass not addressed above shall also be cleaned. After glass cleaning there shall be no traces of film, dirt, smudges, water or other foreign matter.
- U.** Clean Drinking Fountains: All porcelain and polished metal surfaces of drinking fountains shall be cleaned, including the orifices and drain, as well as exterior surfaces of the fountains. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale and other obvious soil.
- V.** Clean Elevators: All Public Elevators and Freight Elevators. Contractor shall remove all marks, (writing on walls, graffiti) dirt, smudges, scuffs, miscellaneous food and trash and any other foreign matter from the elevator floor, walls and ceiling.
- W.** Clean Stairways: All floor surfaces on the stairways shall be cleaned and all lint, dust, dirt, cobwebs, and debris removed. Grease and grime shall be removed from metal or rubber stair guards, handrails and baseboards. Contractor shall remove all marks, dirt, smudges, scuffs and other foreign matter from adjoining stairwell walls to provide and maintain a clean, uniform appearance.
- X.** Vacuum Carpets, Rugs and Mats: All carpeted floors, including hallway carpets, area and throw rugs and mats shall be vacuumed daily with a HEPA-

VAC vacuum and shall be free of all visible litter and soil. Any spots shall be removed by carpet manufacturer's approved methods as soon as noticed. Chairs, trash receptacles and easily moveable items shall be moved to in order to vacuum underneath the carpets and rugs. All moved items shall be returned to their proper positions when all of the carpet and rug maintenance operations have been completed. All tears, burns and raveling shall be brought to the attention of the County's Project Manager.

- Y.** Vacuum carpets and rugs and difficult to reach areas. Contractor shall thoroughly vacuum carpets and rugs with a HEPA-VAC vacuum; including areas that daily vacuuming does not reach, including wall edges, around furniture and cabinets and under desks and all moveable office furniture.
- Z.** Spot Clean Carpets: Contractor shall immediately spot clean or shampoo carpets that are stained over an area of two square feet or less.
- AA.** Carpet Cleaning: Contractor shall clean all the carpets with the deep extraction method of carpet cleaning and with the manufacture of the carpet recommended cleaning solution. All carpets shall be free of dirt, (Bonnet buffing method of cleaning carpet is not acceptable.)
- BB.** Vacuum and Clean Walk-Off Mat: Contractor shall vacuum and clean interior and exterior walk- off mats with a HEPA-VAC vacuum. After vacuuming or cleaning, mats shall be free of all visible lint, litter and soil. Carpet style mats and entrance mats shall be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, or hosed down and then dried to remove soil and grit. Soil and moisture underneath entrance mats shall be removed, and mats returned to their normal location.
- CC.** General Spot Cleaning: Contractor shall perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to, the removing or cleaning of smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces, including all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates and fixtures. Germicidal detergent shall be used in restrooms, locker rooms, showers, break areas, and drinking fountains. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil.
- DD.** Dust Blinds, Windowsills and Draperies: All blinds, windowsills and draperies shall be cleaned to be free of dust, lint and spider webs.
- EE.** Clean Upholstered Furniture: Contractor shall vacuum and spot clean upholstered furniture so that after cleaning all dust, lint, dirt, debris, stains, gum, and all foreign substances are removed. Contractor shall spot clean with a product specifically designed for upholstered furniture.
- FF.** Toilets, Toilet Seats, and Urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures will appear visibly and uniformly clean, disinfected and polished-dry. This will include the elimination of streaks, film and water spots.

**GG.** Enhanced Disinfecting Services Contractor shall disinfect work areas in building with non-bleach and non-aerosol disinfectant products that are on the EPA's Registered Antimicrobial Products for use against Novel Coronavirus SARS-CoV-2, the Cause of COVID-19 list. Scope of the disinfecting service will include, but not be limited to:

1) Disinfect all public areas, including lobby, interview rooms, conference rooms, and orientation rooms with non-bleach and non-aerosol products:

- Chairs/Seating
- Counter Tops
- Work surfaces
- Door handles
- Crash Bars

2) Disinfect all employee common areas, including breakrooms, conference rooms, coffee bars, and computer labs, with non-bleach and non-aerosol products:

- Door Handles
- Crash Bars
- Breakroom Tables
- Conference room tables
- Counters
- Refrigerator handles
- Sink, faucets and fixtures

3) Disinfect all restrooms with non-bleach and non-aerosol products:

- Doors and door handles
- Counters
- Faucets
- Sinks
- Partition doors & Locks
- Toilet flush handles
- Toilet seats

**HH.** Battery Replacement Fill and replace batteries for soap and anti-bacteria dispensers.

## **II. RESTROOM DETAIL**

**Daily:**

- 1) Clean and refill soap, towel, (requires special rolls of towels) toilet tissue, sanitary napkins, sanitary disposal bags, and toilet seat cover dispensers. Contractor shall ensure restrooms are stocked so that supplies do not run out. Sufficient extra supplies shall be stored in designated areas on site and provided to last until next servicing. Deodorizing blocks shall be used in all urinals. Continuous air freshener dispensers should be installed (if they are missing) and should be refilled and serviced as needed.
- 2) Clean and polish mirrors and faucets.
- 3) Thoroughly damp clean and disinfect all surfaces of the wash bowls, toilet bowls, urinals, sanitary napkin dispensers, showers, shower mats, soap dispensers, plumbing fixtures, partitions, dispensers, doors, walls, seating, floors and other such surfaces, using a germicidal detergent. After cleaning, all surfaces will be left free of deposits, dirt, streaks, and odors. Disinfect using an approved germicidal cleaner and acid-based chemical to remove any water deposits or stains.
- 4) Thoroughly damp clean and disinfect all surfaces of partitions, stalls, stall doors, entry doors (including handles, kick plates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall-mounted soap dispenser, urinals and toilets. Remove all graffiti. Disinfect surfaces using an approved germicidal cleaner and acid-based chemical to remove any water deposits or stains in the toilets.
- 5) De-scale showers, toilet bowls and urinals. After de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, rust stains and rings. Spray shower curtains with an approved mildew disinfect chemical to stop mildew from building up on the shower curtains.
- 6) Sweep and wet mop floors, using approved germicidal cleaner, including corners, coves, and difficult to reach areas. After sweeping and mopping, the entire surface, including the grout, shall be free from litter, dust and foreign debris. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Easily moveable items shall be tilted or moved aside to sweep and damp mop underneath.
- 7) Remove trash. Empty and clean (wipe down as needed with an approved all-purpose cleaner) the wastepaper containers and empty and change waxed bags in sanitary napkin disposal receptacles.
- 8) Add water and disinfectant to all floor drains.
- 9) Unstop common toilet stoppages with plunger.

**Weekly:**

- 1) Clean and wet-wipe with an approved disinfectant all of the walls and around plumbing fixtures, toilet compartment partitions, soap

dispensers, partition doors, door hardware, including removal of graffiti.

- 2) Clean all exposed plumbing and remove hard water deposits from all chrome fixtures.
- 3) Clean pull bars.
- 4) Dust tops of partitions and windowsills.
- 5) Toilets and urinals shall be cleaned using an acid base cleaner to remove lime deposits and to prevent alkaline buildup in the traps. Wire-formed bowl brushes are prohibited due to the marks left on porcelain, but pumice stones are acceptable. Rings in toilet bowls are not acceptable.

**Monthly:**

- 1) Wipe down all walls with an approved disinfect and machine scrub and disinfect floors with an approved hospital cleaner. Seal all ceramic floors with a minimum of two (2) coats of sealer.
- 2) Clean vents, including removal of vent plate and brushing and vacuuming around and into duct, if requested.
- 3) Dust venetian blinds (if applicable).
- 4) Clean door jambs, removing all fingerprints and surface grime.

**ALL OTHER BUILDING AND SERVICE AREAS:**

**Daily:**

- 1) Sweep all of the building's hard surface floors with the Kex System of dustless sweeping cloths or a similar type of dustless weeping system, including the receiving area, warehouse, print room, computer rooms and LAN-WAN Tech offices.
- 2) Damp mop all hard surface floors with a natural cleaner in break rooms and remove all black marks and spots from the receiving area, warehouse, print room, computer rooms and LAN-WAN Tech offices. **NO BUCKETS OR LARGE AMOUNTS OF WATER ARE ALLOWED IN THE COMPUTER ROOMS OR RAISED FLOOR AREAS.**
- 3) Thoroughly vacuum with a Hepa-Filter vacuum all carpeted floors, mats and entry rugs, and remove any spots (including stairs).
- 4) Dust all furniture (including tabletops), accessories, ledges and all other horizontal surfaces under 6 feet; all surfaces to be left in a clean, dust-free condition; spot clean as necessary.
- 5) Spot clean glass entrance doors inside and out, including metal.
- 6) Empty all waste baskets and other trash containers and clean around rubbish disposal area and public ash trays and urns. Change liners as needed.

- 7) Dispose of trash in designated area.
- 8) Clean and polish all drinking fountains, both inside and outside the building, if applicable.
- 9) Clean outside all entrances, ramps, docks and exit areas, empty trash containers, and clean and service ash trays and sand urns.
- 10) Keep custodial closet clean and orderly.
- 11) Fill paper towel dispensers in employee lounges, conference rooms.
- 12) Remove all Graffiti.
- 13) Clean tabletops in employee's lounge.
- 14) Attend to coffee stations, clean counter tops and clean sink.
- 15) Spot wipe smudges, marks, and fingerprints from doors and light switches within reach.
- 16) Clean front, top sides and inside of microwave oven

**Weekly:**

- 1) Thoroughly vacuum with a Hepa-filter vacuum cleaner, all carpeted areas including corners and edges in areas which normal vacuuming does not reach.
- 2) Dust desks, chairs, tables, telephones, file cabinets, windowsills, shelves, lamps, and other office furniture, partitions, ledges, door jams and partition frames under 6ft. high; all surfaces to be left in a clean and dust-free condition; spot clean as necessary
- 3) Detail sweep and damp mop all hard surface floors with a neutral cleaner, including corners and edges.
- 4) Spray buff the tile floors including lobbies and traffic lanes.
- 5) Sweep sidewalks, porches, ramps, and exterior steps. Clean the cobwebs off the atrium windows and exit doors.
- 6) Clean front, top, sides and inside of microwave oven.
- 7) Disinfect phones.

**Every Two Weeks:**

- 1) Dust desks, chairs, tables, telephones, file cabinets, windowsills, shelves, lamps, and other office furniture, partitions, door jams, ledges, partition frames over 6ft. high.
- 2) Spot clean walls and partitions, including partition glass.
- 3) Clean kick marks, finger marks, and other spots from doors, door facings, walls, woodwork, and staircases.



**Monthly:**

- 1) Wash all interior and exterior waste baskets and rubbish containers and wipe down and replace plastic liners.
- 2) Remove spots and black marks from all resilient floors.
- 3) Spot clean Naugahyde and other plastic-covered furniture.
- 4) Dust blinds windowsills and draperies (If applicable).
- 5) Clean and remove all marks and stains from counters and partitions.
- 6) Clean and polish all interior metal fixtures and surfaces, including door push kick plates and pull handles.
- 7) Clean the inside, sides and tops of the refrigerator located in the break room.
- 8) Clean all base boards with a damp cloth.
- 9) Sweep all of the building's electrical and mechanical rooms.

**Quarterly:**

- 1) Scrub all resilient floors and wax and buff or apply non-buff floor finish (and provide more frequent spot floor finish correction when requested by the County's Contract Administrator or Project Manager).
- 2) Beginning prior to the **fifth week** (and semi-annually thereafter) of the Contract, vacuum with a HEPA VAC vacuum and shampoo carpets. All cleaning and shampooing of the carpets shall be accomplished by deep extraction, (Bonnet buffing method of cleaning carpets is not acceptable) using the carpet cleaning method per the manufacturer's recommendations. After shampooing and appropriate drying, the carpet area will be free of stains, dirt, browning, (carpet wicking) or any other discoloration. Chairs, trash containers, plastic chair protectors and easily movable items shall be moved to clean carpets underneath and then returned to their original locations.
- 3) Vacuum upholstered furniture and wipe clean all metal and wood furniture.
- 4) Brush and clean ceiling vents and grills, door, wall, and partition surfaces, and door vents; remove grill to clean inside vents (if requested).
- 5) Clean all exterior window ledges and door frames.
- 6) Dust venetian blinds (if applicable).

**Semi-Annually:**

- 1) Clean all glass windows, partitions and glass entrance doors inside and outside. When finished cleaning the glass entrance doors and windows, they shall be free of traces of film, dirt, smudges, water spots or any other

foreign substance.

- 2) Strip and seal receiving area, warehouse and HVAC room.
- 3) Wash Naugahyde or plastic-covered furniture.
- 4) Clean venetian blinds (if applicable).
- 5) Vacuum drapes (if applicable).

**Annually:**

- 1) Clean and polish all wood, metal, Formica-type counters, furniture, and partitions.
  - 2) Vacuum all drapes (if applicable).  
Vacuum and wash venetian blinds (if applicable).
2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

- Signature Page follows -

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER ONE to Contract number MA-060-22011603.

\*Contractor: US Metro Group, Inc.

By: [Signature] Title: Chairman of the Board  
Print Name: Evelyn Lee Date: August 8, 2023

\*Contractor: US Metro Group, Inc.

By: [Signature] Title: Chief Financial Officer  
Print Name: Brian Lee Date: August 8, 2023

*\*If the contracting party is a corporation, (2) two signatures are required: (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 signature to bind the company.*

**County Of Orange**

A political subdivision of the State of California



Sheriff-Coroner Department

By: [Signature] Title: Administrative Manager I  
Print Name: Olivia Trudencio Date: 8/8/23



SUBORDINATE CONTRACT NO. MA-060-22011603 with US Metro Group, Inc. is hereby issued per the terms and conditions of Regional Cooperative Agreement RCA-017-22010002 for Janitorial Services.

This Subordinate Contract MA-060-22011603 is made and entered into upon execution of all necessary signatures between US Metro Group, Inc., having its principal place of business at 135 S. State College Blvd., Ste 200, Brea, CA 92821 (hereinafter referred to as "Contractor"), and the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County"), acting through the Orange County Sheriff-Coroner Department, with a place of business at 320 N. Flower St., 2<sup>nd</sup> Floor, Santa Ana, CA 92703-5000 (hereinafter referred to as "Sheriff-Coroner"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

#### ATTACHMENTS

This Contract is comprised of this document and the following Attachment, which is incorporated by reference into this Subordinate Contract:

Attachment A – Regional Cooperative Agreement RCA-017-22010002  
Attachment B – Scope of Work

#### RECITALS

WHEREAS, the County of Orange, acting through the County Procurement Office, and Contractor executed a Regional Cooperative Agreement RCA-017-22010002 on August 25, 2021 for Janitorial Services (hereinafter referred to as "RCA"), now in effect from September 1, 2021 through and including August 31, 2026; and

WHEREAS, Term 3 of the RCA, entitled "Regional Cooperative Agreement", allows other California local or state governmental entitled to utilize the RCA with the same provision and pricing; and

WHEREAS, County, acting through the Sheriff-Coroner, and Contractor desire to enter into a Subordinate Contract for Janitorial Services pursuant to the terms, conditions and pricing of the RCA, which is attached hereto and incorporated herein by reference as Attachment A;

NOW, THEREFORE, the parties mutually agree:

1. **Scope of Contract:** This Subordinate Contract specifies the terms and conditions by which the County, acting through the Sheriff-Coroner, will procure Janitorial Services from the Contractor (hereinafter referred to as "Services") as more fully detailed in Attachment A, Regional Cooperative Agreement RCA-017-22010002.
2. **Term of Subordinate Contract:** This Subordinate Contract shall commence upon execution of all necessary signatures and continue through and including August 31, 2026, unless otherwise terminated by the County pursuant to the termination provision of the or renewed by a duly executed written amendment between the Parties according to the .
3. **Renewal:** This Contract may not be renewed.
4. **Compensation & Payment:** Contractor agrees to provide the Services in accordance with the terms and condition of the, including its attachments, and at the fixed rates as set forth in Attachment B – Compensation and Pricing of the RCA. The total cost of this Subordinate Contract shall not exceed



## SUBORDINATE CONTRACT

\$30,000. 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. Invoicing: Invoicing shall be done in accordance with the terms and conditions of Attachment B – Compensation and Pricing of the RCA. Vendor shall reference Subordinate Contract MA-060-22011603 on invoices. Invoices are to be submitted to the Sheriff-Coroner division requesting the Services:

County of Orange  
 Sheriff-Coroner Department / Technology Division  
[technologyinvoices@ocsheriff.gov](mailto:technologyinvoices@ocsheriff.gov)

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 with a copy provided to the assigned Deputy Purchasing Agent (DPA), 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 (4) 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.

Contractor:  
 US Metro Group, Inc.  
 135 S. State College Blvd., Ste 200  
 Brea, CA 92821  
 Attn: Bonnie Manning  
 Phone: 213-382-6435  
 Email: [bonnie.m@usmetrogroup.com](mailto:bonnie.m@usmetrogroup.com)

County:  
 County of Orange  
 Sheriff-Coroner Department / Technology Division  
 840 N. Eckhoff St.  
 Orange, CA 92868  
 Attn: Luana Weinkauff  
 Phone: 714-704-7961  
 Email: [lweinkauff@ocsheriff.gov](mailto:lweinkauff@ocsheriff.gov)

Assigned DPA:  
 County of Orange  
 Sheriff-Coroner Department / Purchasing Services Unit  
 320 N. Flower St., 2<sup>nd</sup> Floor  
 Santa Ana, CA 92703  
 Attn: Olivia Prudencio, DPA  
 Phone: 714-834-6687  
 Email: [oprudencio@ocsheriff.gov](mailto:oprudencio@ocsheriff.gov)



## SUBORDINATE CONTRACT

## 7. Security Requirements:

A. Contractor shall, with respect to all employees of Contractor performing services hereunder:

1. Perform background checks as to past employment history.
2. Inquire as to past criminal felony convictions.
3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
4. Perform drug screening to determine that such employees are not users of illegal drugs or other substances.

B. Criminal Justice Information Services (CJIS) Requirements:

All Contractors staff with physical or logical access to County data shall pass a fingerprint-based state and federal background check consistent with:

- a. 5 CFR 731.106; and/or
- b. Office of Personnel Management policy, regulations, and guidance; and/or
- c. Agency policy, regulations, and guidance.

C. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

1. Inability or unwillingness to perform in a competent manner.
2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
4. Usage of illegal controlled substances as defined by federal law.

D. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.

E. Nothing herein shall render any employee of Contractor an employee of County.

## THE CONTRACTOR'S PERSONNEL REQUIREMENTS:



## SUBORDINATE CONTRACT

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.
5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

### E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.



## SUBORDINATE CONTRACT

2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. Specifically:
  - a. Do not give names or addresses to inmates.
  - b. Do not receive any names or addresses from inmates.
  - c. Do not disclose the identity of any inmate to anyone outside the facility.
  - d. Do not give any materials to inmates.
  - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

## F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.





### SUBORDINATE CONTRACT

3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

- Signature page to follow -



SUBORDINATE CONTRACT

The Parties hereto have executed this Subordinate Contract MA-060-22011603 on the dates shown opposite their respective signatures below.

CONTRACTOR\* US Metro Group, Inc.

By: Evelyn Kim Title: CEO/CFO

Print Name: Evelyn Kim Date: 05/23/2022

By: Brian Lee Title: President

Print Name: Brian Lee Date: 05/23/2022

\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

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

\*\*\*\*\*

County of Orange, a political subdivision of the State of California

By: [Signature] Title: Supervising PCS

Print Name: Olivia Prudencio Date: 5/24/22



ATTACHMENT A

Regional Cooperative Agreement RCA-017-22010002



## ATTACHMENT B

## Scope of Work

Contractor shall provide Computer Room Cleaning Services to County as detailed herein:

1. Six (6) services per year shall be provided as follows: Vacuum (using HEPA filtered vacuums) damp mop, and neutralize raised floor ensuring removal of all contaminants from floor tile surfaces including but not limited to old wax, gum, ink, scuffs, & grime. Also, includes maintaining two linoleum flooring landings at entrances to computer room (about 2,500 Sq. Ft.).
2. Annual Service shall be provided as follows:
  - a. Vacuum (using HEPA filtered vacuums) damp mop, and neutralize raised floor ensuring removal of all contaminants from floor tile surfaces including but not limited to old wax, gum, ink, scuffs, & grime.
  - b. Remove subfloor particulate by vacuuming (using HEPA filtered vacuums) entire plenum area including subfloor, stringers, pedestals, pipes, conduit, and cables and hand-wiping where necessary.
  - c. Detail clean computer hardware devices with application of anti-static finisher.
  - d. Remove particulate from computer environment including monitors, desks, media racks, cabinets, windows, vents, and etc.
  - e. Strip and finish two linoleum flooring landings at entrances to computer room. Assumption: Both landings be cleaned during one scheduled cleaning and that traffic in and out of data center will be minimized during the strip/finish process. Drying time is approximately thirty (30) minutes for each coat of floor seal/finish applied. Two to three coats will be applied.
3. All services shall be scheduled and coordinated between County's and Contractor's Project Managers. Services shall be performed at the following location:

Sheriff-Coroner Department/ Technology Division  
 320 N. Flower Street, 3<sup>rd</sup> Floor  
 Santa Ana, CA 92703