

AMENDMENT NUMBER ~~TWO~~ THREE  
TO  
CONTRACT MA-060-21011833  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
OMNI ENTERPRISE, INC.

This AMENDMENT NUMBER ~~TWO~~ THREE to Contract Number MA-060-21011833 (hereinafter "AMENDMENT NUMBER ~~TWO~~ THREE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and Omni Enterprise, Inc., (hereinafter referred to as "CONTRACTOR") with a place of business at 1420 E. Edinger Ave., Suite 111, Santa Ana, CA 92705 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Janitorial Services on September 14, 2021, for a one (1) year term of September 14, 2021 through and including September 13, 2022, in an amount not to exceed amount of \$709,200, renewable for four (4) additional one year terms (hereinafter "ORIGINAL CONTRACT");

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on July 22, 2022 for a one year term of September 14, 2022 through and including September 13, 2023 in an amount not to exceed \$709,200 (hereinafter "AMENDMENT NUMBER ONE");

~~WHEREAS, COUNTY desires to amend ATTACHMENT A, Scope of Work and ATTACHMENT B, Compensation and Pricing Provisions of the ORIGINAL CONTRACT for the Central Jail and Theo Lacy Facilities to be effective October 1, 2022 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in this AMENDMENT NUMBER TWO;~~

WHEREAS, COUNTY and CONTRACTOR amended ATTACHMENT A, Scope of Work and ATTACHMENT B, Compensation and Pricing Provisions of the ORIGINAL CONTRACT on September 30, 2022, for the Intake Release Center, Central Jails and Theo Lacy Facilities to be effective October 1, 2022 (hereinafter "AMENDMENT NUMBER TWO");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one year term of September 14, 2023 through and including September 13, 2024 in an amount not to exceed \$709,200 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in AMENDMENT NUMBER TWO;

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

1. ARTICLES

a. ~~ATTACHMENT A, Scope of Work, Section I. Central Jail Facility, 550 N. Flower St., Santa Ana, CA. 92703 and II. Theo Lacy Facility, 501 The City Dr. S., Orange, CA 92868 of the ORIGINAL CONTRACT is amended to read in part as follows:~~

~~I. Central Jail Facility, 550 N. Flower St., Santa Ana, CA 92703~~

~~Anticipated schedule (subject to change):~~

| <del>Service Hours</del><br><del>Between 7:00 a.m.—4:00 p.m. Pacific Time</del><br><del>*Start time will be agreed upon between the Project Manager and Contractor</del> | <del>Mon</del>     | <del>Tue</del>     | <del>Wed</del>     | <del>Thu</del>     | <del>Fri</del>     | <del>Sat</del>     | <del>Sun</del>     |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| <del>8 hours</del>   | <del>8 hours</del> | <del>8 hours</del> | <del>8 hours</del> | <del>8 hours</del> | <del>8 hours</del> | <del>8 hours</del> | <del>8 hours</del> |
| <del>Number of Workers</del>   | <del>6</del>       | <del>4</del>       | <del>4</del>       | <del>4</del>       | <del>6</del>       | <del>6</del>       | <del>6</del>       |
| <del>Total minimum number of service hours</del>   | <del>48</del>      | <del>32</del>      | <del>32</del>      | <del>32</del>      | <del>48</del>      | <del>48</del>      | <del>48</del>      |

~~II. Theo Lacy Facility, 501 The City Dr. S., Orange, CA 92868~~

~~Anticipated schedule (subject to change):~~

| <del>Service Hours</del><br><del>Between 7:00 a.m.—12:00 p.m. (Pacific Time)</del><br><del>*Start time will be agreed upon between the Project Manager and Contractor</del> | <del>Mon</del>     | <del>Tue</del>     | <del>Wed</del>     | <del>Thu</del>     | <del>Fri</del>     | <del>Sat</del>     | <del>Sun</del>     |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| <del>5 hours</del>  | <del>5 hours</del> | <del>5 hours</del> | <del>5 hours</del> | <del>5 hours</del> | <del>5 hours</del> | <del>5 hours</del> | <del>5 hours</del> |
| <del>Number of Workers</del>  | <del>4</del>       | <del>4</del>       | <del>4</del>       | <del>4</del>       | <del>4</del>       | <del>4</del>       | <del>4</del>       |
| <del>Total minimum number of service hours</del>  | <del>20</del>      | <del>20</del>      | <del>20</del>      | <del>20</del>      | <del>20</del>      | <del>20</del>      | <del>20</del>      |

b. ~~Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges of the ORIGINAL CONTRACT is amended to read in its entirety as follows:~~

~~2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:~~

~~A. Central Jails, 550 N. Flower St., Santa Ana, CA 92703~~

~~Monthly price to perform work in accordance with specifications.~~

This includes service cost, supply cost and all indirect expenses.

Pricing for Anticipated Number of Workers Per Day:

|   |       |       |       |       |       |       |       |
|---|-------|-------|-------|-------|-------|-------|-------|
| Service Hours<br>Between 7:00 a.m.—4:00<br>p.m.<br>Pacific Time<br>*Start time will be agreed<br>upon between the Project<br>Manager and Contractor | Mon   | Tue   | Wed   | Thu   | Fri   | Sat   | Sun   |
|   | 8     | 8     | 8     | 8     | 8     | 8     | 8     |
|   | hours | hours | hours | hours | hours | hours | hours |
| <b>Number of Workers</b>  | 6     | 4     | 4     | 4     | 6     | 6     | 6     |
| <b>Total minimum number of<br/>service hours</b>  | 48    | 32    | 32    | 32    | 48    | 48    | 48    |

Cost analysis:

Service crew cost: \$18,240.00/month  
 Tax/Insurance: \$6,384.00  
 Profit: \$3,648.00

~~Total Cost Per Month (Central Jail): \$ 28,272.00~~

**B. ~~Theo Lacy Facility, 501 The City Dr. S., Orange, CA 92868~~**

Monthly price to perform work in accordance with specifications.

This includes service cost, supply cost and all indirect expenses.

Pricing for Anticipated Number of Workers Per Day:

|  |       |       |       |       |       |       |       |
|--|-------|-------|-------|-------|-------|-------|-------|
| Service Hours<br>Between 7:00 a.m.—12:00<br>p.m.<br>Pacific Time<br>*Start time will be agreed<br>upon between the Project<br>Manager and Contractor | Mon   | Tue   | Wed   | Thu   | Fri   | Sat   | Sun   |
|  | 5     | 5     | 5     | 5     | 5     | 5     | 5     |
|  | hours | hours | hours | hours | hours | hours | hours |
| <b>Number of Workers</b>   | 4     | 4     | 4     | 4     | 4     | 4     | 4     |
| <b>Total minimum number of<br/>service hours</b>   | 20    | 20    | 20    | 20    | 20    | 20    | 20    |

~~Cost analysis:~~

~~Service crew cost: \$9,600.00/month  
 Tax/Insurance: \$3,360.00  
 Profit: \$2,500.00~~

~~**Total Cost Per Month (Theo Lacy): \$ 15,460.00**~~

~~C. The hourly cost per worker per hour shall not exceed \$21.60. Invoices shall reflect the actual hours worked. Contractor shall deduct \$21.60 per worker per hour for each worker who was absent or failed to show, failed to work the minimum number of service hours, and/or was not needed on schedule (e.g., the building was closed due to a County holiday). Contractor shall specify in each invoice how many workers and service hours were provided, including whether any positions were not fully staffed (i.e., due to absences, no-shows, and positions being unfilled for two or more weeks of the month). In the event an audit determines that Contractor invoiced an amount that exceeds what should have been invoiced based on its workers' absences, hours worked, or positions being unfilled, Contractor will be deemed in breach pursuant to Paragraph 5 (Breach of Contract) of the Additional Terms and Conditions of the Contract.~~

~~No other amounts, fees, or costs other than what is listed under this Contract shall be paid by County.~~

~~D. Contract shall not exceed \$709,200 for the Contract term of 9/14/22 through and including 9/13/23.~~

~~Any changes in the Contract shall be based on cost analysis information and shall be done by formal Amendment.~~

~~2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.~~

## 1. ARTICLES

b. Additional Terms and Conditions, Section Term 2. Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and continue in effect from 9/14/21 through and including 9/13/24, unless otherwise terminated by COUNTY.

c. Additional Terms and Conditions, Section 3 – Renewal, of the ORIGINAL CONTRACT is amended in its entirety as follows:

3. Renewal: This Contract may be renewed by mutual written agreement of both parties for two (2) additional one (1) terms. The County does not have to give a reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

d. Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges of the ORIGINAL CONTRACT is amended in part to read as follows:

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

D. Contract shall not exceed \$709,200 for the Contract term of 9/14/23 through and including 9/13/24.

Any changes in the Contract shall be based on cost analysis information and shall be done by formal Amendment.

2. The changes made under AMENDMENT NUMBER TWO shall apply to AMENDMENT NUMBER THREE. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

(Signature page to follow)

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER ~~TWO~~ THREE to Contract number MA-060-21011833.

\*Contractor: Omni Enterprise, Inc.

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

\*Contractor: Omni Enterprise, Inc.

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

*\*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: \_\_\_\_\_