



**AMENDMENT TWO  
TO CONTRACT MA-063-19010383  
WITH  
OMNI ENTERPRISE INC.**

This Amendment (referred to as "Amendment Two") 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 referred to 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 agreed to issue Amendment One to amend the Contract to increase by \$30,000 for a new not to exceed amount of \$813,300 through October 31, 2021 for additional services at 800 N. Eckhoff St., Orange, CA 92868 for an extra two (2) hours on Saturdays and two (2) hours on Sundays.

Whereas, both Parties agree to issue Amendment Two to modify and renew Contract; and

NOW THEREFORE, the Parties agree as follows:

1. Renew Contract MA-063-19010383 for two-years effective November 1, 2021 through October 31, 2023, for an amount not to exceed \$974,000; and
2. Modify the Scope of Work to add Emergency Covid19 Disinfecting Services at 800-840 N. Eckhoff St., Orange, CA 92868, to Section III – Scope of Work as specified in Attachment I Additions to the Scope of Work; and
3. Delete Section IV Paragraph III Fees and Charges and replace it with Attachment II- Section IV Fees and Charges; and
4. Add the following Federal Emergency Management Agency (FEMA) provision(s) and Emergency/Declared Disaster Requirements to the Contract:

**A. Contract Work Hours and Safety Standards Act**

- 1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and



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Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**B. Clean Air Act**

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**C. Federal Water Pollution Control Act**

- 1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**D. Debarment and Suspension**

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**E. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes



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place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**F. Emergency/Declared Disaster Requirements:**

In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

All terms and conditions, amendments/modifications of the Cooperative Contract are hereby incorporated herein 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.



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**ATTACHMENT I**

**ADDITIONS TO SCOPE OF WORK**

**SECTION III – SCOPE OF WORK**

**III DEFINITIONS:**

II. Cleaning refers to the removal of germs, dirt, and impurities from surfaces. It does not kill germs, but by removing them, it lowers their numbers and the risk of spreading infection.

JJ. Disinfecting refers to using chemicals, for example, EPA-registered disinfectants, to kill germs on surfaces. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface after cleaning, it can further lower the risk of spreading infection.

**XVII: ADDITIONAL WORK**

**A. Enhanced Disinfecting Services – Optional**

When requested by County in writing, Contractor shall provide enhanced disinfecting services at the County of Orange, Social Services Agency for the SSA Facilities located at 800-840 N. Eckhoff St., Orange, CA 92868.

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, and orientation rooms, with non-bleach and non-aerosol products:
  - a. Chairs/Seating
  - b. Counter tops
  - c. Work surfaces
  - d. Door handles
  - e. Crash Bars
2. Disinfect all employee common areas, including breakrooms, conference rooms, coffee bars, and computer labs, with non-bleach and non-aerosol products:
  - a. Door Handles
  - b. Crash Bars
  - c. Breakroom Tables
  - d. Conference room tables
  - e. Counters
  - f. Refrigerator handles
  - g. Sink, faucets and fixtures
3. Disinfect all restrooms with non-bleach and non-aerosol products:
  - a. Doors and door handles
  - b. Counters
  - c. Faucets
  - d. Sinks
  - e. Partition doors & Locks
  - f. Toilet flash handles
  - g. Toilet seats
4. Contractor shall furnish, at its expense, all equipment, tools, cleaning supplies, and Personal Protective Equipment (PPE), including, but not limited to, masks/face coverings, gloves, gowns, or any other CDC approved equipment deemed necessary, to perform this work. Cleaning supplies



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must be on the EPA's Registered Antimicrobial Products for use against Novel Coronavirus SARS-CoV-2, the Cause of COVID-19.

**5. Hours of Operation:**

Contractor shall provide disinfecting services after the regular nightly janitorial service, between the hours of 8:00 pm and 12:00 am, Monday thru Friday, and on Saturdays on an "as needed" basis. Services shall not be provided during Holidays Observed by the County. County Facility Manager or designee may determine that the hours of services may change based on the County needs.

**B. Lobby Day Porter Services - Optional**

When requested by County in writing the Contractor shall, at a minimum, perform the following services for the SSA Facility located at 800 N. Eckhoff St, Orange, CA 92868:

1. Day porter will be dedicated to disinfect and clean lobby and other public areas in building, including the tables in the triage areas near the lobby entrances, 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.
2. Contractor shall thoroughly disinfect and clean the public spaces one (1) hour before the building is open to the public, including, but not limited to:
  - a. All counters in the public spaces
  - b. Door handles (doorknobs, lobby doors, all doors in public areas, and ADA button)
  - c. Chairs
  - d. Tables
  - e. Electronic Equipment: Phones, copiers, pamphlet holders, hand disinfect dispensers, computer screen, keyboards, mouse, etc.
  - f. Interview room tables, work surfaces, and chairs
  - g. Public Restrooms (doors and door handles, counters, faucets, sinks, partition doors and locks, toilet flash handles, toilet seats)
  - h. Water Fountains
  - i. Light switches
  - j. Stair Rails (where applicable)
  - k. Elevators (where applicable)
3. Contractor shall repeat the cleaning and disinfecting services specified in B. Paragraph 2 above routinely throughout the day, multiple times per day, and between use as feasible. At a minimum, Contractor shall clean and disinfect at least once every hour.
4. After the lobby is closed to the public, Contractor shall thoroughly disinfect and clean all the areas specified in B. Paragraph 2, including full detail cleaning, disinfecting, and stocking of the public restrooms.
5. Hours of Operations:  
Contractor shall provide a minimum of one (1) staff, Monday to Friday, from 7:45 am to 5:30 pm and 8:00 am to 4:00 pm, and on Saturdays on an "as needed" basis. Services shall not be provided during Holidays observed by the County. County Facility Manager or designee may determine that the hours of services may change based on the County needs.

**C. Special Services**

1. The Contractor shall provide the disinfecting and day porter services specified in SECTION III SCOPE OF WORK, XVII Additional Work A and B in areas that are confirmed to be exposed to COVID19 using the CDC approved measures for any SSA building.



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**D. General Requirements**

1. Contractor janitorial crew, including day porter staff, shall wear vendor provided PPE, including, but not limited to, masks, gowns, gloves, face shields, and other approved CDC equipment deemed necessary to perform the work described in the SOW. Contractor shall provide Contractor staff with all required PPE and training regarding proper use and disposal of the PPE.
2. Contractor shall furnish cleaning supplies that are on the EPA's Registered Antimicrobial Products for use against Novel Coronavirus SARS-CoV-2, the Cause of COVID-19.
3. Contractor shall follow the instructions for safe and effective use of the cleaning product, including precautions that shall be taken when applying the product. For electronics, Contractor shall follow the manufacturer's instructions for all cleaning and disinfection products. If no manufacturer guidance is available, Contractor shall use alcohol-based wipes or spray containing at least 70% alcohol to disinfect touch screens. Contractor shall dry surfaces thoroughly with a microfiber cloth to avoid pooling of liquids on electronics.
4. Contract shall replace the touchless paper towel and soap dispenser batteries as needed and replace the soap for the dispensers as needed.
5. County may request reduction of the level of service or cancelling the service all together with one-week prior notice.
6. Contractor shall maintain a daily janitorial cleaning log report and shall provide County with the report along with the monthly invoices. Additionally, County may request a copy of the janitorial cleaning log at any time during the term of this contract.



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**ATTACHMENT II**

**FEES AND CHARGES**

**SECTION IV - COMPENSATION / PAYMENT SCHEDULE**

**III. Fees and Charges**

**A. Fixed Monthly Services:**

Description	Price
Restroom	\$4,400
Paper Supplies	\$3,100
Floor cleaning and spray buffing	\$1,100
Trash removal	\$3,410
General cleaning and dusting	\$4,400
Day Porter	\$6,140
Total Monthly	\$22,550

**B. Other Fixed Fee Services:**

**1. Saturday and Sunday**

Description	Price
Saturday extended hours	\$50.00
Sunday two(2) hours after 5:00pm	\$120 per occurrence

**2. Janitorial Emergency Services**

Description	Price
After hours Emergency Janitorial Services	\$30 per hour

**3. Quarterly Services**

Description	Price
Floor waxing and stripping	\$825
Carpet cleaning	\$1,650
Window cleaning	\$1,320

**4. Semi-Annual Services**

Description	Price
Vacuum Venetian Blinds	\$440

**5. Annual Services**

Description	Price
Clean and polish	\$550



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**C. Optional Disinfecting and Day Porter Services**

Description	Services	Lobby Day Porter Hours	Price
800 N. Eckhoff St.	(1) Additional day porter	8:00 am to 4:00 pm	\$7,920/month \$25/additional hour
800 & 840 Eckhoff	Covid-19 Area Disinfecting and Sanitizing		\$100/hour

**D. Optional Enhance Disinfecting Services**

Description	Services	Enhance Disinfecting Night Porter hours	Price
800 N. Eckhoff St.	Additional disinfecting services	8:00 pm to 12:00 am	\$2,200
840 N. Eckhoff St.	Additional disinfecting services	8:00 pm to 12:00 am	\$2,200

If services are not performed for a full month, the invoices will be calculated based on the number of hours the services were provided.

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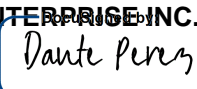



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**SIGNATURE PAGE**

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

**OMNI ENTERPRISE INC.\***

By		By	
Print Name	Dante Perez	Print Name	Dante Perez
Title	president	Title	president
Date	9/8/2021	Date	9/8/2021

\*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 (1) person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two (2) categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the document 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.

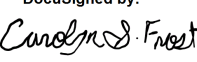
**COUNTY OF ORANGE**

a political subdivision of the State of California

By	_____	_____
	Print Name	Title
	_____	_____
	Signature	Date

**COUNTY OF ORANGE  
COUNTY COUNSEL**

Approved as to Form:

By		9/7/2021
	Deputy County Counsel	Date