

Amendment Number Five
to
MA-063-22010549
Between
County of Orange
And
Omni Enterprise, Inc.
For
JANITORIAL AND DAY PORTER SERVICES

This AMENDMENT Number Five to Contract MA-063-22010549 (hereinafter referred to as "Amendment Number Five") 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 ("County") and Omni Enterprise, Inc., ("Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties".

Recitals

WHEREAS, County of Orange, County Procurement Office, ("CPO") has issued a Regional Cooperative Agreement RCA-017-22010002, for Janitorial Services ("RCA"), effective September 1, 2021, through August 31, 2027, now in effect; and,

WHEREAS, County and Contractor entered into Subordinate Contract MA-063-22010549, per the terms and conditions of RCA, effective Saturday, January 1, 2022 through Tuesday, December 31, 2024, in the amount of \$689,640 ("Contract"); and,

WHEREAS, the Parties executed Amendment One to amend Attachment II to update Price List per amended RCA; and

WHEREAS, the Parties executed Amendment Two to amend Attachment II to update Price List per amended RCA; and

WHEREAS, the Parties executed Amendment Three to amend Article 2 to correct inadvertent clerical error; and

WHEREAS, the Parties executed Amendment Four to renew the Contract for one (1) additional period effective, January 1, 2025, through August 31, 2026, with a new not-to-exceed amount of \$501,484.40, and to amend Attachment II to update fees and add Paragraph IV; and

WHEREAS, the Parties now desire to extend the Contract for one (1) year effective September 1, 2026, through August 31, 2027, with a new not-to-exceed amount of \$290,890.60, with a cumulative contract total of \$1,482,015; and,

WHEREAS, the Parties now desire to amend the Contract to update Article 2 and add Additional Terms and Conditions - SSA Federal Guidelines.

NOW THEREFORE, the Parties agree as follows:

1. **Extend the Contract for one (1) year effective September 1, 2026, through August 31, 2027, with a new not-to-exceed amount of \$290,890.60.**

2. **Amend Article 2 of the Contract to include the following:**

Contract shall be extended to August 31, 2027, commencing September 1, 2026. Contractor shall continue to provide services in accordance with the terms and conditions of the Contract during the extension term.

3. **Amend the Contract to include Additional Terms and Conditions - SSA Federal Guidelines, as attached hereto.**

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

ADDITIONAL TERMS AND CONDITIONS - SSA FEDERAL GUIDELINES

1. Federal Guidelines

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 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 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.

SIGNATURE PAGE

OMNI ENTERPRISE, INC.

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) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) 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.

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Signature	Dante Perez	President	7/13/2026 2:02:21 PM PDT
	Name	Title	Date

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Signature	Dante Perez	Secretary	7/13/2026 2:19:40 PM PDT
	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
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Approved as to form:
County Counsel

DocuSigned by:			
			
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Signature	Carolyn Frost	Deputy County Counsel	7/14/2026 10:33:13 AM PDT
	Name	Title	Date