

SUBORDINATE CONTRACT MA-012-27010053

FOR

JANITORIAL SERVICES

BETWEEN

COUNTY OF ORANGE

AND

US METRO GROUP, INC.



**SUBORDINATE CONTRACT
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FOR
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BETWEEN
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AND
US METRO GROUP, INC.**

THIS Subordinate Contract Number MA-012-27010053 for Janitorial Services (“Contract”) 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 US Metro Group, Inc. (“Contractor”) with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties.”

ATTACHMENTS

This Subordinate Contract is comprised of this document and the following Attachments:

Attachment A – Scope of Work/Locations

Attachment B - Payment and Compensation

Attachment C - Regional Cooperative Agreement - RCA-017-22010002 and Amendment 1
thereto, which are incorporated herein by reference.

RECITALS

WHEREAS, the County of Orange, through the County Procurement Office (“CPO”) has issued Regional Cooperative Agreement Number RCA-017-22010002, as amended hereinafter referred to as "RCA" with US Metro Group, Inc. for Janitorial Services, effective September 1, 2021 through August 31, 2026; and,

WHEREAS, CPO and Contractor executed Amendment Number One to extend the RCA for one year effective September 1, 2026, through August 31, 2027; and,

WHEREAS, the Parties desire to enter into a Contract for Janitorial Services; and

WHEREAS, Contractor agrees to provide Janitorial Services in accordance with the Specifications, Pricing, Terms and Conditions of the RCA and this Contract; and

WHEREAS, County agrees to pay Contractor the fees as further set forth in Attachment B of this Contract and RCA; and

NOW, THEREFORE, the Parties mutually agree as follows:

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies the contractual terms and conditions by which the Contractor shall provide Janitorial Services in accordance with the RCA.

2. Term of Contract:

The initial term of this Contract shall become effective November 1, 2026, and shall continue through August 31, 2027, unless otherwise terminated as provided herein.

3. Renewable with Concurrence

This Contract may only be renewed or extended if RCA is renewed or extended.

4. Adjustments – Scope of Work:

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Procurement Agent (DPA).

5. Usage:

No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in this Contract and RCA, regardless of quantity requested.

6. Project Manager, County:

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

7. Compensation and Payment

Contractor agrees to provide the products or services specified in the Scope of Work and at the pricing specified in the RCA. The maximum amount under this Contract shall not exceed amount noted in Attachment B, Payment and Compensation.

8. 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 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.
Attn:	Jessica Ji
Address:	135 S. State College Blvd., Suite 200
Phone:	213-382-6435
Email:	Jessica.Ji@usmetrogroup.com

County's Project Manager: OC Community Resources	
Attn:	Jared Sharp
Address:	1501 Saint Andrews Place, 2nd Fl Santa Ana, CA 92701
Phone:	(714) 566-3082
Email:	Jared.sharp@occr.ocgov.com

cc: OC Community Resources/Procurement Services	
Attn:	Frank Zendejas, County DPA
Address:	601 N. Ross St., 6th Fl Santa Ana, CA 92701
Phone:	(714) 480-4694
Email:	frank.zendejas@occr.ocgov.com

SIGNATURE PAGE

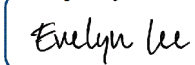
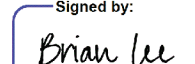
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

US METRO GROUP, 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.

Signed by:  466F3465224B434... Signature	Evelyn Lee Name	Chairman of the Board Title	7/24/2026 Date
Signed by:  0F29D4B8665F459... Signature	Brian Lee Name	CFO Title	7/24/2026 Date

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

COUNTY AUTHORIZED SIGNATURE:

		Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:

Office of the County Counsel

Signed by:  74000D32EE65457... Signature	John Cleveland Name	Deputy County Counsel Title	7/28/2026 Date
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ATTACHMENT A - SCOPE OF WORK/LOCATIONS

1. SCOPE OF WORK:

Contractor shall provide Janitorial Services in accordance with the terms and conditions and scope of services as detailed on Regional Cooperative Agreement contract number RCA-017-22010002.

Contractor shall contact County Project Manager to schedule/coordinate services.

2. CONTRACTOR RESPONSIBILITIES:

Shall provide all equipment, materials, and supplies needed to perform the services herein.

3. LOCATIONS:

<u>OC PUBLIC LIBRARIES SOUTH BRANCHES</u>	
Aliso Viejo Library	1 Journey, Aliso Viejo, CA
Dana Point Library	33841 Niguel Rd, Dana Point, CA
El Toro Library	24672 Raymond Way, Lake Forest, CA
Foothill Ranch Library	27002 Cabriole, Irvine, CA
Ladera Ranch Library	29551 Sienna Pkwy, Ladera Ranch, CA
Laguna Beach Library	363 Glenneyre St, Laguna Beach, CA
Laguna Niguel Library	30341 Crown Valley Pkwy, Laguna Niguel, CA
Library of the Canyons	7531 Santiago Cyn Rd, Silverado, CA
Rancho Santa Margarita Library	30902 La Promesa, Rancho Santa Margarita, CA
San Clemente Library	242 Avenida del Mar, San Clemente, CA
San Juan Capistrano Library	31495 El Camino Real, San Juan Capistrano, CA

Tustin Library 345 E. Main St, Tustin, CA
Fountain Valley Library 17635 Los Alamos St, Fountain Valley, CA
Cypress Library 5331 Orange Ave, Cypress, CA
OC Public Libraries Headquarters 1501 E. Saint Andrews Place, Santa Ana, CA

4. **ADDING/REMOVING COUNTY LOCATIONS:**

- A. The County shall have the right to add or remove locations during the term of this Contract without an Amendment, with written approval from the County Project Manager. If the County adds or removes a location, Contractor shall provide Janitorial Services at the new location in accordance with the Specifications, Pricing, Terms and Conditions of the RCA and this Contract, or terminate services and billing at the removed location upon receipt of the County's written notice.

ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation

This is a firm fixed fee Contract between County and Contractor for Janitorial Services as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. Fees and Charges:

- A. County will pay the fees and charges in accordance with the provisions of this Contract. Payment shall be as follows:

Compensation under this Contract shall be based on the rates established in Regional Cooperative Agreement No. RCA-017-22010002 as amended, which are incorporated herein by reference.

OC PUBLIC LIBRARIES SOUTH BRANCHES	TOTAL SQFT	COST
Aliso Viejo Library	20,400	\$9,463.10
Dana Point Library	12,114	\$4,223.74
El Toro Library	13,340	\$5,054.18
Foothill Ranch Library	12,198	\$3,244.33
Ladera Ranch Library	9,500	\$2,883.21
Laguna Beach Library	10,290	\$3,397.44
Laguna Niguel Library	14,750	\$5,409.20

Library of the Canyons	15,506	\$2,321.43
Rancho Santa Margarita Library	16,300	\$5,486.01
San Clemente Library	10,512	\$4,217.64
San Juan Capistrano Library	12,000	\$3,439.89
Tustin Library	29,614	\$12,436.13
Fountain Valley Library	15,578	\$5,618.11
Cypress Library	15,090	\$5,618.11
OC Public Libraries Headquarters	47,775	\$12,462.69
Total Monthly Cost:		\$85,275.21

B. Total Monthly Janitorial Fees for the period of: November 01, 2026 – August 31, 2027: \$85,275.21 Monthly.

- C. **Additional Work:** Any additional services not listed in the Contract must be approved by County's Project Manager or designee in writing. In the event that Contractor recommends Additional Work or the County requests Additional Work, Contractor shall timely prepare a detailed proposal for the Additional Work that includes, among other things, a description of the scope of work/services to be performed, a budget that is consistent with the costs and rates set forth in the RCA, and scheduling for a job walk, if necessary.

Additional Work shall not exceed: \$46,000.00

D. Total Contract amount not to exceed: \$898,752.10

Approval by the Board of Supervisors is required for all service contract contracts where for any year of the contract, the annual value to any one contractor exceeds \$200,000.

Approval by the Board of Supervisors is required for all service contracts where the total contract value exceeds or is anticipated to exceed \$1,000,000 when all contract years are taken into consideration for multi-year contracts.

3. Contractor's Expense:

Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

4. Payment Terms – Payment in Arrears:

Invoices are to be submitted in **arrears** to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will

be net thirty (30) days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

5. Payment – Invoicing Instructions:

Payment – Invoicing Instructions: Invoices and support documentation shall be sent to einvoice@occr.ocgov.com

The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery.

Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from "A" above
3. Name of County Agency/Department
4. Subordinate Contract Number MA-012-27010053
5. Delivery/Service address
6. Date of order
7. Complete Breakdown of charges and prices per the RCA
8. Sales tax, if applicable
9. Freight/Delivery Charges, if applicable
10. Total

Invoices and support documentation shall be addressed to :

OC Community Resources

Attn: Accounts Payable

601 N. Ross St 6th Floor

Santa Ana, CA 92701

Email: einvoice@occr.ocgov.com

6. Payment (Electronic Funds Transfer (EFT)):

County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

ATTACHMENT C –
REGIONAL COOPERATIVE AGREEMENT - RCA-017-22010002 AND AMENDMENT
1 THERETO

Incorporated by reference.