

SUBORDINATE CONTRACT MA-012-27010047
FOR
JANITORIAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND
UNIVERSAL BUILDING MAINTENANCE, LLC dba ALLIED
UNIVERSAL JANITORIAL SERVICES



**SUBORDINATE CONTRACT
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AND
UNIVERSAL BUILDING MAINTENANCE, LLC dba ALLIED UNIVERSAL JANITORIAL
SERVICES**

THIS Subordinate Contract Number MA-012-27010047 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 Universal Building Maintenance, LLC dba Allied Universal Janitorial Services ("Contractor") with County and Contractor sometimes referred to individually as "Party" or collectively as "Parties."

ATTACHMENTS

This 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 Cost Reduction
Program Participating Amendment 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 Allied Universal Janitorial Services for Janitorial Services, effective September 1, 2021 through August 31, 2026; and

WHEREAS, CPO and Contractor executed the Cost Reduction Program Participating Amendment Option Two for a 15% discount for a two-year extension of the RCA through August 31, 2028; 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:	Allied Universal Janitorial Services
Attn:	Ramon Acosta
Address:	1551 N. Tustin Ave., Suite 650
Phone:	714-398-3724
Email:	ramon.acosta@aus.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

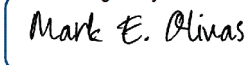
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

UNIVERSAL BUILDING MAINTENANCE, LLC dba ALLIED UNIVERSAL JANITORIAL SERVICES

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.

DocuSigned by: 	Mark E. Olivas	President	7/27/2026
C389FDD0CA4C470... Signature	Name	Title	Date
Signed by: 	Tim Brandt	CFO	7/24/2026
69BBE0187F51418... Signature	Name	Title	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: 	John Cleveland	Deputy County Counsel	7/28/2026
74000D32EE65457... Signature	Name	Title	Date

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:

OC PUBLIC LIBRARIES NORTH BRANCHES	
STANTON LIBRARY 1501 E. Saint Andrew Place Santa Ana, CA	
GARDEN GROVE LIBRARY 11200 Stanford Ave. Garden Grove, CA	
LA HABRA LIBRARY 221 E. La Habra Blvd. La Habra, CA	
LOS ALAMITOS LIBRARY 12700 Montecito Rd. Seal Beach, CA	
BREA LIBRARY 1 Civic Center Cir #1 Brea, CA	
COSTA MESA-DONALD DUNGAN 1855 Park Ave. Costa Mesa, CA	
COSTA MESA-MESA VERDE LIBRARY 2969 Mesa Verde Dr. Costa Mesa, CA	
LA PALMA LIBRARY 7842 Walker St. La Palma, CA	
SEAL BEACH MARY WILSON LIBRARY 707 Electric Ave. Seal Beach, CA	
GARDEN GROVE CHAPMAN LIBRARY 9182 Chapman Ave. Garden Grove, CA	
GARDEN GROVE TIBOR RUBIN LIBRARY 11962 Bailey St. Garden Grove, CA	
WESTMINSTER LIBRARY 8180 13 TH St. Westminster, 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 RCA 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 NORTH BRANCHES	MONTHLY CLEANING SERVICE CHARGE
STANTON LIBRARY 1501 E. Saint Andrew Place Santa Ana, CA	\$2,860.43/month
GARDEN GROVE LIBRARY 11200 Stanford Ave. Garden Grove, CA	\$6,796.08/month
LA HABRA LIBRARY 221 E. La Habra Blvd. La Habra, CA	\$5,386.30/month
LOS ALAMITOS LIBRARY 12700 Montecito Rd. Seal Beach, CA	\$3,852.36/month
BREA LIBRARY 1 Civic Center Cir #1 Brea, CA	\$4,523.95/month
COSTA MESA-DONALD DUNGAN 1855 Park Ave. Costa Mesa, CA	\$4,826.85/month
COSTA MESA-MESA VERDE LIBRARY 2969 Mesa Verde Dr. Costa Mesa, CA	\$4,191.35/month
LA PALMA LIBRARY 7842 Walker St. La Palma, CA	\$2,876.91/month

SEAL BEACH MARY WILSON LIBRARY 707 Electric Ave. Seal Beach, CA	\$3,848.78/month
GARDEN GROVE CHAPMAN LIBRARY 9182 Chapman Ave. Garden Grove, CA	\$2,837.60/month
GARDEN GROVE TIBOR RUBIN LIBRARY 11962 Bailey St. Garden Grove, CA	\$2,837.60/month
WESTMINSTER LIBRARY 8180 13 TH St. Westminster, CA	\$5,178.09/month
TOTAL MONTHLY CHARGE:	\$55,016.30/month

**B. Total Monthly Janitorial Fees for the period of: November 01, 2026 – August 31, 2027:
\$55,016 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: \$36,000

D. Total Contract amount not to exceed: \$586,163

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 invoice@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-012-26011623
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: invoice@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 COST REDUCTION
PROGRAM PARTICIPATING AMENDMENT** Incorporated herein by reference.