

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Kaeka Group Inc.
4338 Clearwater Loop SE
Lacey, WA 98503

**SECOND AMENDMENT
TO
CONTRACT NO. 03818
SECURITY GUARD SERVICES**

This Second Amendment ("Amendment") to Contract No. 03818 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Kaeka Group Inc., a Washington corporation ("Contractor") and is effective as of November 15, 2021.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 03818 for Security Guard Services dated effective as of January 1, 2019 ("Contract").
- B. The Parties previously amended the Contract one (1) time:
 - Amendment 1 effective May 1, 2020 (Economic adjustment).
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. TERM. The contract is amended to extend to the maximum term, ending December 31, 2024.
- 2. Economic Price Adjustment. Section 3.3 – Economic Adjustment of the Contract is hereby amended by deleting the existing Section 3.3 in its entirety and inserting the following in lieu thereof:

ECONOMIC ADJUSTMENT. Beginning fifteen (15) months after the effective date of this Master Contract, and for every annual anniversary thereafter, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices for *Security guards and patrol services, not seasonally adjusted (series id: PCU561612561612)*, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of final BLS data. All calculations for the index shall be based upon the latest version of final data published as of April 1 each year. Prices shall be adjusted on May 1, 2020 and annually

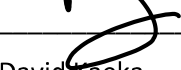
thereafter. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

3. ECONOMIC ADJUSTMENT. Exhibit B – Prices for Goods/Services of the Master Contract is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Services.
4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
5. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
6. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
7. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
8. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

KAeka GROUP INC.
A WASHINGTON CORPORATION

By: 
Name: David Kaeka
Title: CEO/President
Date: 11/1/21

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES


By: 
Name: Leslie Edwards
Title: Contracts Specialist
Date: 11/2/2021

Exhibit B**Prices for Goods/Services**

Vendor	Region	Type of Service	Hourly Rate	Overtime (per hour)	Supervisor (per hour)	Workplace Violence (per hour)
Kaeka Group Inc	Eastern	Armed Guard	\$30.07	\$45.10	\$30.07	\$58.23
Kaeka Group Inc	Northwest	Armed Guard	\$30.38	\$45.57	\$30.38	\$58.83
Kaeka Group Inc	Olympic	Armed Guard	\$30.07	\$45.10	\$30.07	\$58.23
Kaeka Group Inc	Seattle	Armed Guard	\$30.38	\$45.57	\$30.38	\$58.83
Kaeka Group Inc	Southwest	Armed Guard	\$30.01	\$45.01	\$30.01	\$58.11
Kaeka Group Inc	Tacoma	Armed Guard	\$30.07	\$45.10	\$30.07	\$58.23
Kaeka Group Inc	Eastern	Rapid Response	\$33.88	\$50.82	\$28.59	\$58.23
Kaeka Group Inc	Northwest	Rapid Response	\$34.23	\$51.35	\$28.88	\$58.83
Kaeka Group Inc	Olympic	Rapid Response	\$33.88	\$50.82	\$28.59	\$58.23
Kaeka Group Inc	Seattle	Rapid Response	\$34.23	\$51.35	\$28.88	\$58.83
Kaeka Group Inc	Southwest	Rapid Response	\$33.81	\$50.72	\$28.53	\$58.11
Kaeka Group Inc	Tacoma	Rapid Response	\$33.88	\$50.82	\$28.59	\$58.23
Kaeka Group Inc	Eastern	Unarmed Guard	\$28.32	\$42.48	\$28.32	\$47.64
Kaeka Group Inc	Northwest	Unarmed Guard	\$28.61	\$42.92	\$28.61	\$48.14
Kaeka Group Inc	Seattle	Unarmed Guard	\$28.61	\$42.92	\$28.61	\$48.14
Kaeka Group Inc	Southwest	Unarmed Guard	\$28.26	\$42.39	\$28.26	\$47.55
Kaeka Group Inc	Tacoma	Unarmed Guard	\$28.32	\$42.48	\$28.32	\$47.64