

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

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

This First 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 dated as of May 1, 2020.

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 amendment set forth herein is within the scope of the Contract.
- C. 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. **ECONOMIC ADJUSTMENT.** Exhibit B – Prices for Goods/Services is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Services.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **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.
4. **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.

5. 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.
6. 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.

KAKA GROUP INC.
A WASHINGTON CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:  _____
Name: David Kaeka
Title: CEO/President
Date: 5-4-2020

By: Leslie Edwards (electronically signed)
Name: Leslie Edwards
Title: Contracts Specialist
Date: 5/5/2020

**Exhibit B
Prices for Services**

Vendor	Region	Type of Services	Hourly Rate	Vehicle (per month)	Patrol Checks / Alarm Response (Per Occurrence)	On-Call (per hour)	Overtime (per hour)	Supervisor (per hour)	Workplace Violence (per hour)
Kae ka Group Inc	Eastern	Armed Guard	\$ 28.93	\$ -	\$ -	\$ -	\$ 43.39	\$ 28.93	\$ 56.02
Kae ka Group Inc	Eastern	Rapid Response	\$ 32.59	\$ -	\$ -	\$ -	\$ 48.89	\$ 27.50	\$ 56.02
Kae ka Group Inc	Eastern	Unarmed Guard	\$ 27.24	\$ -	\$ -	\$ -	\$ 40.86	\$ 27.24	\$ 45.83
Kae ka Group Inc	Northwest	Armed Guard	\$ 29.23	\$ -	\$ -	\$ -	\$ 43.84	\$ 29.23	\$ 56.60
Kae ka Group Inc	Northwest	Rapid Response	\$ 32.93	\$ -	\$ -	\$ -	\$ 49.39	\$ 27.78	\$ 56.60
Kae ka Group Inc	Northwest	Unarmed Guard	\$ 27.53	\$ -	\$ -	\$ -	\$ 41.29	\$ 27.53	\$ 46.31
Kae ka Group Inc	Olympic	Armed Guard	\$ 28.93	\$ -	\$ -	\$ -	\$ 43.39	\$ 28.93	\$ 56.02
Kae ka Group Inc	Olympic	Rapid Response	\$ 32.59	\$ -	\$ -	\$ -	\$ 48.89	\$ 27.50	\$ 56.02
Kae ka Group Inc	Seattle	Armed Guard	\$ 29.23	\$ -	\$ -	\$ -	\$ 43.84	\$ 29.23	\$ 56.60
Kae ka Group Inc	Seattle	Rapid Response	\$ 32.93	\$ -	\$ -	\$ -	\$ 49.39	\$ 27.78	\$ 56.60
Kae ka Group Inc	Seattle	Unarmed Guard	\$ 27.53	\$ -	\$ -	\$ -	\$ 41.29	\$ 27.53	\$ 46.31
Kae ka Group Inc	Southwest	Armed Guard	\$ 28.87	\$ -	\$ -	\$ -	\$ 43.30	\$ 28.87	\$ 55.90
Kae ka Group Inc	Southwest	Rapid Response	\$ 32.53	\$ -	\$ -	\$ -	\$ 48.79	\$ 27.44	\$ 55.90
Kae ka Group Inc	Southwest	Unarmed Guard	\$ 27.19	\$ -	\$ -	\$ -	\$ 40.78	\$ 27.19	\$ 45.74
Kae ka Group Inc	Tacoma	Armed Guard	\$ 28.93	\$ -	\$ -	\$ -	\$ 43.39	\$ 28.93	\$ 56.02
Kae ka Group Inc	Tacoma	Rapid Response	\$ 32.59	\$ -	\$ -	\$ -	\$ 48.89	\$ 27.50	\$ 56.02
Kae ka Group Inc	Tacoma	Unarmed Guard	\$ 27.25	\$ -	\$ -	\$ -	\$ 40.86	\$ 27.25	\$ 45.83

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**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:

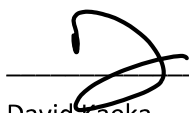
$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

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

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:  _____
Name: David Kaeka

By:  _____
Name: Leslie Edwards

Title: CEO/President

Title: Contracts Specialist

Date: 11/1/21

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

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**THIRD AMENDMENT
TO
CONTRACT No. 03818
SECURITY GUARD SERVICES**

This Third 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 dated and effective as of April 1, 2022.

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 as follows:
 - Amendment 1 effective May 1, 2020 (economic adjustment)
 - Amendment 2 effective November 15, 2021 (economic adjustment, update language)
- 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. PRICE 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.
2. PRICE ADJUSTMENT LANGUAGE. Section 3.3 – Economic Adjustment is hereby amended by deleting the existing Section 3.3 in its entirety and inserting the following in lieu thereof:

PRICE ADJUSTMENTS. The Master Contract prices are the maximum prices the Contractor may charge. Beginning September 2022, and for every annual anniversary thereafter, the prices set forth in Exhibit B shall be adjusted. Price increases are to be on a pass-through basis only and must not produce a higher profit margin for Contractor than that established by the original Master Contract pricing. Requests will be determined by using Employment Security Departments (ESD’s) Occupational Employment and Wage Statistics (OEWS) that is posted to their website in August. Enterprise Services will use the Standard Occupational Classification (SOC) Code of 33-9032, titled Security Guards, for Washington. A comparison


will be made of the percentage change year over year for the most current year, the percentage difference will be the percentage of the price adjustment. If a price increase is approved in part or in full, the resulting new Master Contract pricing will be implemented through a Contract Amendment. Contractor may not make Master Contract extensions contingent on price adjustments.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. 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.
5. 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.
6. 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.
7. 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

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: David Kaeka
Title: CEO/President
Date: March 23, 2022

By: Leslie Edwards
Name: Leslie Edwards
Title: Contracts Specialist
Date: 3/28/2022

Exhibit B – Prices for Services

Vendor	Region	Type of Service	Hourly Rate	Vehicle	Patrol Checks	On-Call	Overtime	Supervisor	Workplace Violence
Kaeka Group Inc	Eastern	Armed Guard	\$ 33.59	N/A	N/A	N/A	\$ 50.38	\$ 33.59	\$ 65.04
Kaeka Group Inc	Northwest	Armed Guard	\$ 33.93	N/A	N/A	N/A	\$ 50.90	\$ 33.93	\$ 65.72
Kaeka Group Inc	Olympic	Armed Guard	\$ 33.59	N/A	N/A	N/A	\$ 50.38	\$ 33.59	\$ 65.04
Kaeka Group Inc	Seattle	Armed Guard	\$ 33.93	N/A	N/A	N/A	\$ 50.90	\$ 33.93	\$ 65.72
Kaeka Group Inc	Southwest	Armed Guard	\$ 33.52	N/A	N/A	N/A	\$ 50.28	\$ 33.52	\$ 64.91
Kaeka Group Inc	Tacoma	Armed Guard	\$ 33.59	N/A	N/A	N/A	\$ 50.38	\$ 33.59	\$ 65.04
Kaeka Group Inc	Eastern	Rapid Response	\$ 37.84	N/A	N/A	N/A	\$ 56.76	\$ 31.93	\$ 65.04
Kaeka Group Inc	Northwest	Rapid Response	\$ 38.24	N/A	N/A	N/A	\$ 57.35	\$ 32.26	\$ 65.72
Kaeka Group Inc	Olympic	Rapid Response	\$ 37.84	N/A	N/A	N/A	\$ 56.77	\$ 31.93	\$ 65.04
Kaeka Group Inc	Seattle	Rapid Response	\$ 38.24	N/A	N/A	N/A	\$ 57.35	\$ 32.26	\$ 65.72
Kaeka Group Inc	Southwest	Rapid Response	\$ 37.77	N/A	N/A	N/A	\$ 56.65	\$ 31.87	\$ 64.91
Kaeka Group Inc	Tacoma	Rapid Response	\$ 37.84	N/A	N/A	N/A	\$ 56.77	\$ 31.93	\$ 65.04
Kaeka Group Inc	Eastern	Unarmed Guard	\$ 31.63	N/A	N/A	N/A	\$ 47.45	\$ 31.63	\$ 53.22
Kaeka Group Inc	Northwest	Unarmed Guard	\$ 31.96	N/A	N/A	N/A	\$ 47.94	\$ 31.96	\$ 53.77
Kaeka Group Inc	Seattle	Unarmed Guard	\$ 31.96	N/A	N/A	N/A	\$ 47.94	\$ 31.96	\$ 53.77
Kaeka Group Inc	Southwest	Unarmed Guard	\$ 31.57	N/A	N/A	N/A	\$ 47.35	\$ 31.57	\$ 53.11
Kaeka Group Inc	Tacoma	Unarmed Guard	\$ 31.64	N/A	N/A	N/A	\$ 47.45	\$ 31.64	\$ 53.22