

**AMENDMENT NUMBER ONE
FOR
ELEVATOR AND ESCALATOR MAINTENANCE SERVICES**

This AMENDMENT 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 Kone, Inc. (“Contractor”), which are sometimes individually referred to as “Party” or collectively referred to as “Parties”.

RECITALS

WHEREAS, the University of California has partnered with OMNIA Partners to make available University of California Purchasing Agreement 2019.001564 with Kone, Inc. (the “Master Contract”) effective October 1, 2019 through September 30, 2024; and

WHEREAS, Sections 4 and 8 were amended to adjust for price increases and require prevailing wages pursuant to Amendment One of the Master Contract effective October 1, 2019; and

WHEREAS, County and Contractor entered into Subordinate Contract MA-280-21011287 for Elevator and Escalator Maintenance Services, effective June 1, 2021 through May 31, 2024, for a Total Contract Amount not to exceed \$2,876,352.00 (the “Contract”); and,

WHEREAS, the Parties now desire to extend the term of the Contract by four (4) months, effective June 1, 2024 through September 30, 2024, with a new Total Contract Not-to-Exceed of \$3,195,947.00; and,

NOW THEREFORE, the Parties mutually agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Article 2 of the Additional Terms and Conditions shall be amended to read in its entirety as follows:
2. **Term of Contract:** The term of this Contract shall be extended through September 30, 2024, and shall continue to incorporate the terms and conditions of the Master Contract, regardless of whether the Master Contract terminates prior to the expiration or termination of the Contract, unless otherwise terminated by the County. This Contract may be renewed as set forth in paragraph 3 below.
2. Attachment B, Section 2, shall be amended to read in its entirety as follows:
 2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:
 - A. Task 1 & 2

	Fixed Cost Task 1 & 2	
Service	Monthly Cost	06/01/24 – 09/30/24
Task 1 & 2*	\$41,188. 00	\$164,752.00

Task 1 & 2: \$1,647,520.00

*Costs must remain unchanged and valid for the first three years of the contract term (Years 1, 2 and 3) if the contract is extended beyond three years, Units Costs may be renegotiated on an annual basis. In no event shall an agreed upon increase be greater than the Consumer Price Index for all urban consumers as issued by the Bureau of Labor Statistics of the U.S. Department of Labor in the Los Angeles-Long Beach-

County of Orange, OC Public Works
Kone, Inc.

Anaheim area ("CPI"), reported each September (as measured by the increase in the CPI from September of the previous year to August of the present year).

B. Task 3 – Task 3 Scope will be completed on an as-needed basis through a combination of time and materials and lump sum Task Orders.

Expenses:

- Contractor will add a **25 %** mark-up on direct expenses.
- Total mark-up will not exceed **15%** of the total Task 3 costs incurred in any contract year.
- These percentage mark-ups will not increase over the life of this contract.

*Labor: Hourly Rates (shall include all labor, benefits, overhead and profit/loaded):

YEAR	NORMAL HOURS	OVERTIME	SUNDAYS / HOLIDAYS
LICENSED MECHANIC			
2021	\$235	\$399	\$469
2022	\$235	\$399	\$469
2023	\$243	\$412	\$484
2024	\$250	\$425	\$500
MECHANIC HELPER			
2021	\$197	\$335	\$394
2022	\$197	\$335	\$394
2023	\$203	\$346	\$407
2024	\$210	\$357	\$420
ADJUSTER			
2021	\$257	\$437	\$515
2022	\$257	\$437	\$515
2023	\$265	\$451	\$531
2024	\$274	\$466	\$549

*Labor rates listed above must remain unchanged and valid for the first three years of the contract term (Years 1, 2 and 3) if the contract is extended beyond three years, Units Costs may be renegotiated on an annual basis. Labor rates for years 4 and 5, if awarded, will be based on final negotiated rates in the UC/Omnia contract for 2024, 2025 and 2026. If there are no new negotiated UC/Omnia rates for those years, they will be negotiated based, in part, on union rates and the Consumer Price Index for all urban consumers as issued by the Bureau of Labor Statistics of the U.S. Department of Labor in the Los Angeles-Long Beach-Anaheim area ("CPI"), reported each September (as measured by the increase in the CPI from September of the previous year to August of the present year).

*Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.

Additional Work (Task 3): Any additional services not listed in the Contract must be approved by County’s Project Manager or designee in accordance with Attachment “A”, Section 3, item Section 3 –Task 3.

Task 3: \$1,548,427.00

Total Contract Amount Not To Exceed: \$3,195,947.00

3. All other terms and conditions of the Contract, including any prior amendments, except as amended herein shall remain unchanged and with full force and effect.

County of Orange, OC Public Works
Kone, Inc.

Signature Page

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

KONE, INC.*

DocuSigned by:
Jeff Blum
768CA20BFC44420...
By: _____
Print Name: Jeff Blum
Title: Sr. Vice President West Region
Corporate Officer
Date: 3/15/2024

DocuSigned by:
Cheryl Gabriel
05A74410C4F0484...
By: _____
Print Name: Cheryl Gabriel
Title: Assistant Secretary
Corporate Officer
Date: 3/15/2024

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

By: _____
Print Name: _____
Title: Deputy Purchasing Agent
Date: _____

APPROVED AS TO FORM:

County Counsel

DocuSigned by:
Christine Nguyen
26F9D76C929A49E...
By: _____
Deputy
Date: 3/15/2024

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.