

**NAPA COUNTY AGREEMENT NO. 230394B
AMENDMENT 1**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO 1 OF NAPA COUNTY AGREEMENT NO. 230394B is made and entered into as of this _____ day of _____, 2025, by and between Napa County a political subdivision of the State of California, hereinafter referred to as “County”, and KONE Inc., a Delaware corporation, licensed to conduct business in California, whose business address is One KONE Court, Moline, IL 61265, hereinafter referred to as “Contractor”;

RECITALS

WHEREAS, by Napa County Agreement No. 230394B entered into as of June 6, 2023, and effective July 1, 2023 (hereafter referred to as “Agreement”), Contractor agreed to provide maintenance, testing, and repair services for the elevators located in County owned and operated buildings; and

WHEREAS, County and Contractor now desire to amend the Agreement to include emergency phone services for elevators to the scope of work and increase the maximum compensation for the remainder of the Agreement term to accommodate the need for these additional services.

TERMS

NOW, THEREFORE, County and Contractor agree to amend the Agreement in accordance with the terms and conditions set forth herein as follows:

1. Paragraph 2, “**Scope of Services**” is hereby amended to read in full as follows:
 2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A-1”, attached hereto, in addition to the RFP and CONTRACTOR’S proposal, incorporated by reference herein.
2. Paragraph 3, “**Compensation**” is hereby amended to read in full as follows:
 3. **Compensation.**
 - (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-1”, attached hereto and incorporated by reference herein.
 - (b) Expenses. No travel or other expenses will be reimbursed by COUNTY.
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be as set forth below; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

Fiscal Year	Routine Services	Routine Emergency Phone Services	Non-Routine/ Emergency Services	Annual Maximum
FY23/24	\$59,508	n/a	\$25,000	\$84,508
FY24/25	\$59,508	n/a	\$25,000	\$84,508
FY25/26	\$59,508	\$11,200	\$25,000	\$95,708
FY26/27	\$63,024	\$13,440	\$25,000	\$101,464
FY27/28	\$63,024	\$13,440	\$25,000	\$101,464

3. **Counterparts.** This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

4. **Electronic Signatures.** This Amendment No. 1 may be executed by electronic signature(s) and transmitted in a portable document format (“PDF”) version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment and shall have the same force and effect as a manually executed original.

5. This Amendment No. 1 shall be effective as of September 15, 2025.

6. Except as provided in paragraphs 1 through 5 above, the terms and provisions of the Agreement shall remain in full force and effect.

[Remainder of page left blank intentionally; signature page follows.]

IN WITNESS WHEREOF, this Amendment 1 was executed by the parties hereto as of the date first above written.

KONE Inc.

By Kirsten Bureman
KIRSTEN BUREMAN, Service & Solutions

By Jon Rodgers
JON RODGERS, General Manager, San Francisco

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: Sabrina S. Wolfson Deputy County Counsel</p> <p>Date: September 11, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
---	--	--

EXHIBIT "A-1"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

A. CONTRACTOR shall provide COUNTY with **monthly** routine testing and maintenance/repair services for all County facilities elevators as listed in the chart below. This will include testing of all controls for proper operation, system testing, written reporting, and all prescribed maintenance. The CONTRACTOR must comply with all local and State laws, rules, and regulations specifically including those related to elevator maintenance.

Quantity	Manufacturer	Type	Building	Capacity	State No.
1	Otis	Hydro-Pass	212 Walnut Street	2500 Lbs.	139030
1	Diablo	Hydro-Pass	650 Imperial Way	2500 Lbs.	71315
1	Cal-West	Hydro-Pass	580 Coombs Street	2000 Lbs.	57817
2	ESCO	Hydro-Pass	1127 First Street	2100/2500 Lbs.	102338/102339
1	Atlas	Hydro-Pass	1127 First Street	3500 Lbs.	55858
1	Cal-West	Hydro-Pass	1125 Third Street	3000 Lbs.	60223
1	Reliable/MCE	Hydro-Pass	1125 Third Street	2500 Lbs.	91841
1	Reliable/MCE	Hydro-Freight	1125 Third Street	4000 Lbs.	91842
1	Matot	Dumbwaiter	1125 Third Street	200 Lbs.	91843
1	Cal-West/MCE	Hydro-Pass	1125 Third Street	2000 Lbs.	60224
2	Dover	Traction	1195 Third Street	3000 Lbs.	67371/67372
1	Matot	Dumbwaiter	1195 Third Street	500 Lbs.	077685
2	National	Hydro-Pass	1100 Fifth Street	3500 Lbs.	148388/148389
1	Dover	Hydro-Pass	2721 Napa Valley Corporate Drive	4500 Lbs.	114156
1	Dover	Hydro-Pass	2751 Napa Valley Corporate Drive, Bldg B	3500 Lbs.	122582
1	US	Hydro-Pass	2751 Napa Valley Corporate Drive, Bldg A	3500 Lbs.	104869
1	Thyssen	Hydro-Pass	2751 Napa Valley Corporate Drive, Bldg A	3500 Lbs.	104980
2	National	Hydro-Pass	1535 Airport Boulevard	2500 Lbs.	139056/139057
1	U.S. Elevators	Passenger	2000 Airport Road	2500 Lbs.	092083

Routine Maintenance Services:

CONTRACTOR will regularly and systematically examine, adjust, lubricate, and if conditions warrant, repair, or replace the:

- Machine: Including worm, gear thrust bearings, drive sheave, sheave shaft bearings, brake coil, brake linings, and components.

- Pump Unit: Including pump, V-belts, strainers, silencers, springs, and gaskets.
- Motor: Including motor windings, bearings, rotating element, commutators, brushes, and brush holders.
- Motor Generator: Including windings, bearings, rotating element, commutators, brushes, and brush holders.
- Jack Unit: Including plunger, guide bearing, packing, and packing gland.
- Controller: Including relays, resistors, contacts, coils, leads, fuses, transformers, timing devices, and solid state components.
- Selector: including electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers, and solid state components.
- Governor: Including sheave bearings, shafts, contacts, and jaws.
- Car: Including power door operator, door protective devices, car door hangers, car door contact, load weighing equipment, car safety devices, and car guide shoes.
- Hoistway: Including deflector sheave, secondary sheaves, buffers, governor tension assemblies, guide rails, limit switches, compensating sheave assemblies, compensating chain of cables, traveling cables, hoistway and machine room wiring, hoistway door interlocks, hoistway door hangers and gibs, and auxiliary closer.
- Firefighters' Operation.
- Accessory Equipment: Including all accessory elevator equipment installed prior to commencement of this contract.
- Fixtures: Car and hall button stations, master indicator control panels, all signal fixtures including contacts, buttons, key switches, and locks. Lamps and sockets will be replaced during regular examinations only or will otherwise be subject to separate billing.
- Furnish Lubricants: Compounded to specifications and selected to give the best performance.
- Furnish and Maintain: Hydraulic fluid at proper operating level.
- Wire ropes: Will be renewed as often as necessary to maintain an adequate factor of safety and equalize the tension on all hoisting ropes.
- Battery Lowering Devices: Shall be tested at **quarterly** intervals, batteries, shall be replaced as necessary.

Hours and Frequency of Service:

All routine work will be performed between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday, excluding paid International Union of Elevator Contractors (IEUC), and excluding COUNTY holidays.

If any elevator equipment malfunction occurs after a related maintenance or repair service, CONTRACTOR shall provide call back service during regular working hours of regular working days at **no additional** charge.

If COUNTY authorized call back services are required after a related maintenance or repair service, outside regular routine hours (7:00 a.m. and 4:00 p.m. Monday through Friday, excluding paid IEUC holidays, and excluding County holidays), the CONTRACTOR will absorb the worked hours at regular hourly rates and will be reimbursed by the COUNTY for the difference between the regular hourly rate and the overtime or double time hourly rate as shown in Exhibit B.

Call back services shall be provided within twenty-four (24) hours of request.

B. Routine Elevator Emergency Phone Services: Contractor shall provide County with routine monthly emergency phone monitoring and wireless phone services described in this Section B (collectively “Phone Services”) for (a) the two traction elevators located at 1195 Third Street as identified on the table above; and (b) for such additional elevators as may be requested by the County’s Director of Public Works or designee in writing for a total of up to 14 elevators. During the term of this Agreement, County may request to add or remove any of the elevators listed on the table above from the Phone Services by providing written notice to Contractor. Contractor shall activate or deactivate Phone Service for an elevator within 30 days of receipt of County’s written request to add or remove such elevator unless a different time frame is agreed to by the parties in writing. For purposes of this section, “KONE” shall mean Contractor and “Customer” or “Purchaser” shall mean County.

KONE Emergency Phone Monitoring (KRMS): KONE shall program elevator phones to call the KONE Customer Care Center (KC3) and will monitor the elevator phones for calls.

Customer shall:

1. Provide names and phone numbers of at least (2) of its representatives for the KONE service Center to contact on a 24-hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
3. If KONE does not provide Wireless Phone service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide phone number(s) and/or extension(s) for the phone(s) being programmed.
4. Upon termination of any reason of Emergency Phone Monitoring for an elevator, no further phone services will be provided for that elevator, and the Purchaser is responsible for immediately reprogramming the phone for that elevator to dial to a location other than a KONE designated phone number.

KONE Wireless Phone Service: KONE shall provide a wireless phone connection for each elevator receiving service which must be programmed to the KONE Customer Care Center.

1. KONE Care – Emergency Phone Monitoring is required (See above for description of services)
2. Customer is advised not to disconnect any land line service to the equipment until KONE has installed and provisioned a new wireless 4G device.
3. Customer shall bear the responsibility to reactivate the analog phone line in the event KONE can no longer provide wireless service.
4. Customer shall also provide KONE access to the appropriate location where the building telecommunications devices are located.
5. KONE is not liable for any damage relating to lack of network coverage at the site of the equipment, due to tampering with the remote monitoring device, interoperability, service defects, service levels, delays, service errors, interruptions, or any other reason outside of KONE’s reasonable control.
6. KONE reserves the right to remove the wireless hardware in an elevator in the event KONE no longer provides wireless service or maintains the equipment for that elevator.

7. Upon termination for any reason of Wireless phone Service for an elevator the Purchaser is responsible for immediately reprogramming the phone for that elevator to dial to a location other than a KONE designated phone number.

KONE MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.

C. Non-Routine and Emergency Services:

CONTRACTOR shall provide the COUNTY with authorized non-routine maintenance, authorized repair services and authorized emergency service for all elevators as requested by the County's Director of Public Works or designee at the hourly rates provided in Exhibit B, plus parts.

Emergency call back services shall be provided within four (4) hours of request.

Minimum Certifications and Licensing:

In accordance with the California Labor Code, only a Certified Competent Conveyance Mechanic working for a Certified Qualified Conveyance Company is authorized to perform any maintenance, repairs, alterations, or replacements on any conveyance.

A California C11-Elevator Contractor License is required.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.

As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT “B-1”

COMPENSATION

CONTRACTOR shall provide **monthly** maintenance services described in Section I.A of Exhibit “A-1” to the elevator equipment described herein in the following COUNTY’S buildings at the following rates:

ROUTINE MAINTENANCE RATES

YEARS 1-3 JULY 1, 2023-JUNE 30, 2026

Qty	Manufacturer	Type	Building	Capacity	State No.	Monthly Rate
1	Otis	Hydro-Pass	212 Walnut Street	2500 Lbs.	139030	\$219.00
1	Diablo	Hydro-Pass	650 Imperial Way	2500 Lbs.	71315	\$219.00
1	Cal-West	Hydro-Pass	580 Coombs Street	2000 Lbs.	57817	\$219.00
2	ESCO	Hydro-Pass	1127 First Street	2100/2500 Lbs.	102338/102339	\$438.00
1	Atlas	Hydro-Pass	1127 First Street	3500 Lbs.	55858	\$219.00
1	Cal-West	Hydro-Pass	1125 Third Street	3000 Lbs.	60223	\$219.00
1	Reliable/MCE	Hydro-Pass	1125 Third Street	2500 Lbs.	91841	\$219.00
1	Reliable/MCE	Hydro-Freight	1125 Third Street	4000 Lbs.	91842	\$219.00
1	Matot	Dumbwaiter	1125 Third Street	200 Lbs.	91843	\$26.00
1	Cal-West/MCE	Hydro-Pass	1125 Third Street	2000 Lbs.	60224	\$219.00
2	Dover	Traction	1195 Third Street	3000 Lbs.	67371/67372	\$746.00
1	Matot	Dumbwaiter	1195 Third Street	500 Lbs.	077685	\$26.00
2	National	Hydro-Pass	1100 Fifth Street	3500 Lbs.	148388/148389	\$438.00
1	Dover	Hydro-Pass	2721 Napa Valley Corporate Drive	4500 Lbs.	114156	\$219.00
1	Dover	Hydro-Pass	2751 Napa Valley Corporate Drive, Bldg B	3500 Lbs.	122582	\$219.00
1	US	Hydro-Pass	2751 Napa Valley Corporate Drive, Bldg A	3500 Lbs.	104869	\$219.00
1	Thyssen	Hydro-Pass	2751 Napa Valley Corporate Drive, Bldg A	3500 Lbs.	104980	\$219.00
2	National	Hydro-Pass	1535 Airport Boulevard	2500 Lbs.	139056/139057	\$438.00
1	U.S. Elevators	Passenger	2000 Airport Road	2500 Lbs.	092083	\$219.00

Total Monthly Cost of Routine Services

\$4,959.00

ROUTINE MAINTENANCE RATES**YEARS 4-5 JULY 1, 2026-JUNE 30, 2028**

Qty	Manufacturer	Type	Building	Capacity	State No.	Monthly Rate
1	Otis	Hydro-Pass	212 Walnut Street	2500 Lbs.	139030	\$232.00
1	Diablo	Hydro-Pass	650 Imperial Way	2500 Lbs.	71315	\$232.00
1	Cal-West	Hydro-Pass	580 Coombs Street	2000 Lbs.	57817	\$232.00
2	ESCO	Hydro-Pass	1127 First Street	2100/2500 Lbs.	102338/102339	\$464.00
1	Atlas	Hydro-Pass	1127 First Street	3500 Lbs.	55858	\$232.00
1	Cal-West	Hydro-Pass	1125 Third Street	3000 Lbs.	60223	\$232.00
1	Reliable/MCE	Hydro-Pass	1125 Third Street	2500 Lbs.	91841	\$232.00
1	Reliable/MCE	Hydro-Freight	1125 Third Street	4000 Lbs.	91842	\$232.00
1	Matot	Dumbwaiter	1125 Third Street	200 Lbs.	91843	\$27.00
1	Cal-West/MCE	Hydro-Pass	1125 Third Street	2000 Lbs.	60224	\$232.00
2	Dover	Traction	1195 Third Street	3000 Lbs.	67371/67372	\$790.00
1	Matot	Dumbwaiter	1195 Third Street	500 Lbs.	077685	\$27.00
2	National	Hydro-Pass	1100 Fifth Street	3500 Lbs.	148388/148389	\$464.00
1	Dover	Hydro-Pass	2721 Napa Valley Corporate Drive	4500 Lbs.	114156	\$232.00
1	Dover	Hydro-Pass	2751 Napa Valley Corporate Drive, Bldg B	3500 Lbs.	122582	\$232.00
1	US	Hydro-Pass	2751 Napa Valley Corporate Drive, Bldg A	3500 Lbs.	104869	\$232.00
1	Thyssen	Hydro-Pass	2751 Napa Valley Corporate Drive, Bldg A	3500 Lbs.	104980	\$232.00
2	National	Hydro-Pass	1535 Airport Boulevard	2500 Lbs.	139056/139057	\$464.00
1	U.S. Elevators	Passenger	2000 Airport Boulevard	2500 Lbs.	092083	\$232.00

Total Monthly Cost of Routine Services**\$5,252.00**

Routine Emergency Phone Services: CONTRACTOR shall provide COUNTY with Phone Services described in Section I.B of Exhibit “A-1” at the rate of \$80.00 per month, per elevator upon activation of services for that elevator.

Non-Routine Services: CONTRACTOR shall provide COUNTY with non-routine maintenance, repair services, and emergency service/repairs described in Section I.C of Exhibit “A-1” at the following rates, plus parts:

EMERGENCY AND NON-ROUTINE RATES YEARS 1-3 JULY 1, 2023-JUNE 30, 2026

Classification/Job Title	Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Mechanic	\$277.92	\$472.47	\$555.85
Helper	\$231.92	\$394.26	\$463.84
Adjustor	\$305.16	\$518.77	\$610.31

EMERGENCY AND NON-ROUTINE RATES YEARS 4-5 JULY 1, 2026-JUNE 30, 2028

Classification/Job Title	Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Mechanic	\$291.82	\$496.51	\$583.64
Helper	\$243.52	\$413.97	\$487.03
Adjustor	\$320.42	\$544.71	\$640.83

1. Regular Hours: Monday to Friday (excluding paid IUEC holidays) 7:00 a.m. to 4:00 p.m.
2. Overtime Hours: Monday to Friday outside normal working hours (as listed in point 1) and Saturday.
3. Double Time Hours: Sundays and paid IUEC holidays.

Payment of California Prevailing Wage is required.

California Department of Industrial Relations (DIR) registration number: 1000003806