

CITY OF GARDEN GROVE

AMENDMENT NO. 2

To provide On-Call Professional Engineer Staff Services as set forth in CONSULTANT'S proposal attached hereto as Exhibit 'A'.

This Amendment No.2 is made and entered into this day of 2017, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **KOA Corporation**, a California Corporation hereinafter referred to as "CONSULTANT".

WHEREAS, CONSULTANT and CITY entered into an Agreement for CONSULTANT to provide On-Call Professional Engineer Staff Services, effective February 25, 2014 (the "Agreement").

WHEREAS, CONSULTANT and CITY desire to amend the existing Agreement as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

1. Section 3.0, Compensation, is hereby amended as follows:

The Not-to-Exceed compensation amount set forth in Section 3.2 of the Agreement is hereby increased from Four-Hundred Thousand Dollars (\$400,000) to Six-Hundred Thousand Dollars (\$600,000), an increase of Two-Hundred Thousand Dollars (\$200,000).

Except as expressly amended by this Amendment No. 2, all provisions of the existing Agreement shall remain in full force and effect as originally executed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the existing Agreement to be executed by their respective officers duly authorized on the date first written above.

"CITY"
CITY OF GARDEN GROVE, a
municipal corporation

Dated: _____, 2017

By: _____
Scott C. Stiles
City Manager

ATTEST

"CONSULTANT"
KOA Corporation, a California
Corporation

City Clerk

By: _____
Title: _____

Dated: _____, 2017

Dated: _____, 2017

APPROVED AS TO FORM:

If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY

Garden Grove City Attorney

Dated: _____, 2017