

1 amount not to exceed Fifty-Five Million Dollars (\$55,000,000) and extended the term to
2 August 31, 2023, for as-needed construction management and inspection services for all
3 public works projects; and

4 WHEREAS, the Parties desire to add One Million Dollars (1,000,000) to the
5 Agreement for a total not to exceed amount of Two Million Three Hundred Thousand
6 Dollars (\$2,300,000), extend the term one (1) additional one-year period and update the
7 City Representative;

8 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
9 conditions herein contained, the Parties agree as follows:

10 1. Section 1.A. of the Agreement is hereby amended to read as follows:

11 "A. Consultant shall furnish specialized services more particularly
12 described in Exhibit "A", attached to this Agreement and incorporated by this
13 reference, in accordance with the standards of the profession, and City shall pay for
14 these services in the manner described below, not to exceed Two Million Three
15 Hundred Thousand Dollars (\$2,300,000), at the rates or charges shown in Exhibit
16 "B"."

17 2. Section 2 of the Agreement is hereby amended to read as follows:

18 "2. TERM. The term of this Agreement shall commence at midnight on
19 August 31, 2016, and shall terminate at 11:59 p.m. on August 31, 2023, unless sooner
20 terminated as provided in this Agreement, or unless the services or the Project is
21 completed sooner."

22 3. The City Representative in Exhibit "C" to the Agreement is hereby
23 amended in accordance with Exhibit "C-1", attached hereto and incorporated by this
24 reference.

25 4. Except as expressly modified herein, all of the terms and conditions
26 contained in Agreement No. 34384 are ratified and confirmed and shall remain in full force
27 and effect.

28 ///

1 IN WITNESS WHEREOF, the Parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.
3

4 KOA CORPORATION, a California
corporation

5 _____, 2022
6 By *Jimmy Lin*
Name Jimmy Lin
7 Title Management Executive

8 August 8, 2022

9 By *Walter Okitsu*
Name WALTER OKITSU
10 Title Vice President

11 "Consultant"

12 CITY OF LONG BEACH, a municipal
corporation

13 By *Annela F. Jabum*
14 City Manager

15 "City"

16 EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

17 This Fourth Amendment to Agreement No. 3438 is approved as to form on

18 August 16, 2022.

19 CHARLES PARKIN, City Attorney

20 By *Charles Parkin*
21 Deputy

22 OFFICE OF THE CITY ATTORNEY
23 CHARLES PARKIN, City Attorney
24 411 West Ocean Boulevard, 9th Floor
25 Long Beach, CA 90802-4664

Exhibit C-1

City's Representative:

Keith Hoey

Assistant City Engineer

Keith.Hoey@LongBeach.Gov

562/570-6586