

**SECOND AMENDMENT TO
AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the 29th day of August 2025, between the CITY OF FRESNO, a California municipal corporation (City), and AKEL ENGINEERING GROUP, INC., a California Corporation (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into an agreement on June 1, 2023, (Agreement) to provide professional engineering services for the Sanitary Sewer Master Plan (Project); and

WHEREAS, the First Amendment to the Agreement was executed on December 16, 2024 (First Amendment), to extend the Agreement to June 30, 2025; and

WHEREAS, the City and the Consultant desire to extend the Agreement to June 30, 2026, to complete the Project; and

WHEREAS, the City intends to allocate \$50,000 from the total approved contingency amount of \$64,000 for professional engineering services; and

WHEREAS, the City intends to increase the contract amount by \$29,492 for additional professional engineering services, for a revised total contract amount of \$737,492, inclusive of a \$14,000 contingency; and

WHEREAS, with entry into this Amendment, the Consultant agrees it has no claim, demand, or dispute against the City.

AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. The recitals to this Amendment are incorporated and made a part of this Amendment.
2. The Agreement is extended to June 30, 2026.
3. The number of working days allowed for the Consultant to complete all services from the authorization to proceed is extended by 366 calendar days to 1126 calendar days.
4. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of seventy-nine thousand, four hundred ninety-two dollars (\$79,492), using approved contingency amount increasing the total contract amount to seven hundred thirty-seven thousand, four hundred


ninety-two dollars (\$737,492), inclusive of a fourteen thousand dollars (\$14,000) contingency.

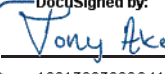
5. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on June 1, 2023, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

Akel Engineering Group, Inc.,
a California corporation

Signed by: 
By: _____ 8/29/2025
Date
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Paul Amico, PE
Interim Director of Public Utilities

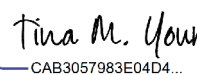
DocuSigned by: 
By: _____ 8/12/2025
Date
18017937262C41E...
Name: Tony Akel
Akel Engineering Group, President
Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Signed by: 
By: _____ 8/12/2025
Date
0A8F88F889DD447...
Angela M. Karst
Senior Deputy City Attorney

By: _____
Name: _____
Title: _____
(If corporation or LLC., CFO.,
Treasurer, Secretary or Assistant
Secretary)

ATTEST:
TODD STERMER, MMC
City Clerk

Signed by: 
By: _____ 8/29/2025
Date
CAB3057983E04D4...
Tina M. Your

Addresses:
CITY:
City of Fresno
Attention: Angel Borjas, AIA
Engineer II
1626 E Street
Fresno, CA 93706
Phone: (559) 621-1632
E-mail: angel.borjas@fresno.gov

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Attention: Tony Akel, PE, President
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Fresno, CA 93720
Phone: (559) 436-0600
E-mail takel@akeleng.com