

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Third Amendment) made and entered into as of this _____ day of _____, 2026, amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation (City), and PCubed Associates, Inc., a California corporation (Consultant). City and Consultant are collectively referred to as Parties.

RECITALS

WHEREAS, City and Consultant entered into an Agreement, dated November 17, 2022, for professional architectural and engineering consulting services for the FAX HVAC and Building Improvements Project for a total contract value not to exceed \$533,600 (Agreement); and

WHEREAS, the Parties entered into a First Amendment to Agreement, dated August 14, 2023, for the purpose of expanding the scope of services performed by CONSULTANT to provide engineering services related to CNG detection and ventilation systems and additional ducting required for the Hydrogen detection and ventilation systems with increased fee of \$99,300 for a contract total of \$632,900 (First Amendment); and

WHEREAS, the Parties entered into a Second Amendment to Agreement, dated May 23, 2024, to further revise the scope of work to include additional services related to the effort required to comply with Title 24 including research and a cost-benefit analysis between the 2016 and 2024 code requirements, along with additional effort and research to determine the feasibility of replacing the diesel-powered emergency generator in the original scope of work with a hydrogen-powered emergency generator for an increased fee of \$59,700, for a total contract value not to exceed \$655,000 (Second Amendment); and

WHEREAS, the Parties discovered an inadvertent accounting error within the Second Amendment, to which monetary totals within the Second Amendment failed to include monetary totals from the First Amendment; and

WHEREAS, the Parties now desire to enter into a Third Amendment to Agreement to capture actual contract values from the First Amendment and Second Amendment, to which Consultants compensation increased by \$99,300 for a contract total of \$632,900 in the First Amendment and then increased by \$59,700 in the Second Amendment for a corrected total contract value not to exceed \$692,600; and

WHEREAS, given the need for Consultant to perform additional services as set forth in Attachment A, compensation shall now increase by \$161,400 for a total contract value not to exceed \$854,000; and

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

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the parties now agree that the aforesaid Agreement be amended as follows:

1. Consultant shall provide additional services as described in Attachment A, attached hereto and incorporated herein by reference. The time to complete the services is outlined in Attachment A.

2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Third Amendment shall be a total fee not to exceed \$161,400 for a total contract value not to exceed \$854,000.

3. In the event of any conflict between the body of this Third Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Third Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Third Amendment shall be null and void.

4. Except as otherwise provided herein, the Agreement, Second Amendment and First Amendment remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF FRESNO,
a California municipal corporation

By: _____
Gregory A. Barfield, M.A.,
Director, Department of
Transportation

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Jennifer Wharton 7/14/2026

Jennifer M. Wharton Date
Deputy City Attorney

ATTEST:
AMY K. ALLER
City Clerk

By: _____
Deputy Date

Addresses:

CITY:
City of Fresno
Attention: Shelle O'Brien,
Project Manager
2223 G Street
Fresno, CA 93706-1675
Telephone: (559) 621-1420

PCUBED ASSOCIATES, INC.,
a California corporation

By: Pawan R. Gupta

Name: Pawan R. Gupta

Title: President/Principal
(Chairman/Pres/Vice Pres.)

By: Prabha Gupta

Name: Prabha Gupta

Title: Secretary
(CFO/Secretary/Treasurer)

CONSULTANT:
PCubed Associates, Inc.
Attention: Pawan Gupta,
President/Principal
221 E Lexington Dr., #304
Los Angeles, CA 91206
Telephone: (818) 920-8001

Attachment: A: Additional Scope
of Services

Attachment A

Additional Scope of Services Consultant Service Forth Amendment to Agreement between City of Fresno (City) and PCubed Associates, Inc. (Consultant)

FAX HVAC and Building Improvements Project

Consultant shall perform each of the tasks described below.

Scope of Work

The below scope of work reflects the construction administration needs of FAX as well as the proposal letters from PCubed Associates dated June 17, 2026 to provide:

Additional Scope of Work;

- Continued construction administration

Compensation

- Compensation for the completion of the scope of work associated with the additional scopes and plan revisions is not to exceed \$161,400.

Period of Performance

Completion of the above scope of work is continued construction administration to coincide with project close-out activities.

Deliverables

- Attendance at both of the weekly construction meeting and technical support for responses to RFI's and Submittals through project close-out.