

**THIRD AMENDMENT TO
AGREEMENT**

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the _____ day of _____ 2026, 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 Second Amendment to the Agreement was executed on August 29, 2025 (Second Amendment), to extend the Agreement to June 30, 2026, to complete the Project, to allocate \$50,000 from the total approved contingency amount of \$64,000 for professional engineering services, and to increase the contract amount by \$29,492 for additional engineering services, for a revised total contract amount of \$737,492, inclusive of a \$14,000 contingency; and

WHEREAS, the City and the Consultant desire to extend the Agreement to December 31, 2026, to complete the Project; and

WHEREAS, the City intends to increase the contract amount by \$100,000 for additional professional engineering services, for a revised total contract amount of \$837,492, including 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 December 31, 2026.
3. The number of working days allowed for the Consultant to complete all services from the authorization to proceed is extended by 185 calendar days to 1311 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 one hundred thousand dollars (\$100,000), increasing the total contract amount to eight hundred thirty-seven thousand, four hundred ninety-two dollars (\$837,492), inclusive of a fourteen thousand dollars (\$14,000) contingency.

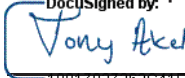
5. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on June 1, 2023, remains in full force and effect.

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

By: _____
Paul Amico, PE Date
Director of Public Utilities

By:  _____
Name: Tony Akel

Title: Akel Engineering Group, President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  _____
Date: 2/6/2026
Angela M. Karst
Senior Deputy City Attorney

By: _____
Name: _____

ATTEST:
AMY K. ALLER
Interim City Clerk

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

By: _____
Date
Deputy

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

CONSULTANT:
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Attention: Tony Akel, PE, President
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E-mail takel@akeleng.com