

**SECOND AMENDMENT TO  
AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the \_\_\_\_\_ day of \_\_\_\_\_ 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

By: \_\_\_\_\_  
Paul Amico, PE Date  
Interim Director of Public Utilities

DocuSigned by:  
By: Tony Akel 8/12/2025

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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: Angela M. Karst 8/12/2025  
0A8F88F889DD447... Date  
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

By: \_\_\_\_\_  
Deputy Date

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

CONSULTANT:  
Akel Engineering Group, Inc.  
Attention: Tony Akel, PE, President  
7433 N. First St. Suite 103  
Fresno, CA 93720  
Phone: (559) 436-0600  
E-mail takel@akeleng.com