

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026, (Effective Date) amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and AKEL ENGINEERING GROUP, INC., a California corporation (Consultant).

### **RECITALS**

WHEREAS, the City and Consultant entered into an agreement on May 7, 2024, (Agreement) to provide Consulting services for On-call Water Distribution System Hydraulic Modeling Services (Project) for a total fee not to exceed \$120,000; and

WHEREAS, the City and the Consultant desire to amend the Agreement to increase compensation in the amount of \$60,000, increasing the total contract value not to exceed \$180,000; and

WHEREAS, with entry into this Agreement, 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 Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be in the amount of \$60,000, increasing the total contract value not to exceed \$180,000.

2. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this 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 Amendment, shall be null and void Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment.

3. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on May 7, 2024, remains in full force and effect.

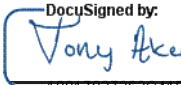
[Signatures appear on the next page.]

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  
Director of Public Utilities

By:  \_\_\_\_\_  
Name: Tony Akel

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

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

By:  \_\_\_\_\_ 3/3/2026  
Date  
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: Joseph De George  
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E-mail: joseph.degeorge@fresno.gov

CONSULTANT:  
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President  
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