

**SECOND AMENDMENT TO
PLAN REVIEW AND CONSTRUCTION
MANAGEMENT SERVICES AGREEMENT**

This Second Amendment to Plan Review and Construction Management Services Agreement (Amendment) is effective as of April 16, 2024, (Effective Date) and entered into by and between the City of Fresno, a municipal corporation (City), and Tutor Perini/Zachary/Parsons, as a Joint Venture (Contractor).

RECITALS

- A. City and Contractor are parties to that certain Plan Review and Construction Management Services Agreement, dated June 25, 2019 (the Agreement).
- B. Pursuant to the Agreement, City provides plan review and construction management services (Services) to Contractor and is compensated for said services.
- C. On October 13, 2022, City and Contractor executed a First Amendment, increasing the total compensation from an amount not to exceed \$1.8 million to an amount not to exceed \$3.6 million and extending the term to March 31, 2024.
- D. City and Contractor now desire to further amend the Agreement to and extend the term, as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the aforesaid agreement be amended as follows:

- 1. **Term.** The term of the Agreement, as set forth in Section 3 of the Agreement, is hereby extended to June 30, 2024.
- 2. **Effect of Amendment.** Except as expressly modified by this Amendment, the Agreement is hereby reaffirmed and ratified. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

CITY OF FRESNO,
a California municipal corporation

TUTOR PERINI, ZACHARY, and
PARSONS, a Joint Venture

By: DocuSigned by:
Scott Mozier
05E4E133F2C64D8...
Scott Mozier,
Public Works Director

By: DocuSigned by:
Ghassan M. Ariqat
67A8557801B4C7...
Name: Ghassan M. Ariqat

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: EVP
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: DocuSigned by:
Jennifer Quintanilla
71318AF32A24406... 4/15/2024
Jennifer M. Quintanilla Date
Senior Deputy City Attorney

By: _____
Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: DocuSigned by:
Tina M. Youn
CAB3057983E04D4... 4/16/24
Deputy

REVIEWED BY:

By: DocuSigned by:
Scott Mozier
05E4E133F2C64D8...
Scott L. Mozier, PE
Director of Public Works



City of Fresno

2600 Fresno Street
Fresno, CA 93721
www.fresno.gov

Legislation Details (With Text)

PW00904

| | | | | | |
|-----------------------|---|----------------------|---|--------------|--|
| File #: | ID 24-401 | Version: | 1 | Name: | |
| Type: | Action Item | Status: | | Passed | |
| File created: | 3/12/2024 | In control: | | City Council | |
| On agenda: | 3/21/2024 | Final action: | | 3/21/2024 | |
| Title: | Approve the Second Amendment to the Plan Review and Construction Management Services Agreement, to extend the term of the agreement by three months from March 31, 2024 to June 30, 2024, with Tutor Perini/Zachry/Parsons, a Joint Venture. (Council Districts 1, 2 and 3) | | | | |
| Sponsors: | Public Works Department | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | 1. 24-401 Original Agreement_TPZP, 2. 24-401 First Amendment_TPZP, 3. 24-401 Second Amendment_TPZP Extension, 4. 24-401 Vicinity Map HSR | | | | |

| Date | Ver. | Action By | Action | Result |
|-----------|------|--------------|--------|--------|
| 3/21/2024 | 1 | City Council | | |

REPORT TO THE CITY COUNCIL

FROM: SCOTT L. MOZIER, PE, Director
Public Works Department

SUBJECT

Approve the Second Amendment to the Plan Review and Construction Management Services Agreement, to extend the term of the agreement by three months from March 31, 2024 to June 30, 2024, with Tutor Perini/Zachry/Parsons, a Joint Venture. (Council Districts 1, 2 and 3)

RECOMMENDATION

Staff recommends that the City Council approve the Second Amendment to the Plan Review and Construction Management Services Agreement with Tutor Perini/Zachry/Parsons, a Joint Venture (TPZP), in substantially the form attached, for no increase in cost to the current \$3,600,000 contract, extending the term of the agreement by three months to June 30, 2024, and authorize the Public Works Director or designee to execute the amendment on behalf of the City of Fresno (City).

EXECUTIVE SUMMARY

On November 3, 2022, the Council approved the First Amendment to the Plan Review and Construction Management Services Agreement, to increase the amount of the contract from \$1,800,000 to \$3,600,000, with TPZP for the City to continue providing plan review and construction management support services related to the California High Speed Rail Project. The First Amendment extended the term of the Agreement to March 31, 2024, which has allowed the City to continue providing services based upon the City's actual cost as opposed to billing TPZP for work

File #: ID 24-401, **Version:** 1

based upon the Master Fee Schedule (MFS). City staff has been working with TPZP and the Authority on an amendment to provide additional compensation associated with a time extension to December 31, 2026, but this more comprehensive amendment could not be developed prior to the current agreement's ending term of March 31, 2024. Sufficient funds are in place to provide for City plan review and inspections through June 30, 2024, and staff recommends the Council approve this Second Amendment while the more comprehensive negotiations for a Third Amendment are completed.

BACKGROUND

The California High Speed Rail Authority (CHSRA) awarded TPZP the Design-Build Construction Package 1 contract (CP1) in Fresno, which extends from north of the San Joaquin River to beyond American Avenue in the south. Under the Design-Build delivery method, the Contractor is responsible for both the engineering design and the physical construction. CHSRA has also made TPZP responsible for day-to-day construction inspections and a self-certification that all improvements have been constructed in accordance with the approved plans and specifications. Within the City of Fresno, CP1 includes a dozen railroad grade separation projects where the street will be rebuilt as either an overpass or underpass, several miles of a relocated Golden State Boulevard, numerous miles of rerouted sewer and water mains, more than 30 traffic signal installations or modifications and all associated facilities such as street lighting, curbs, gutters, sidewalks and landscaping.

In February 2016, the City Council approved the execution of a "lump sum" agreement with TPZP for \$1,900,000 to be used for City plan review and construction management services (the Lump Sum Agreement), which was terminated in September 2018. After the termination, TPZP was paying for City plan review and inspection services under the City's MFS, as adopted by the Council. Due to the large number of construction packages, using the MFS creates a considerable administrative effort for both parties to track and manage payments. The City of Fresno, like the vast majority of California cities, utilizes a percentage of the construction cost as the basis for the plan review and inspection fees. This also resulted in frequent discussions concerning the calculation of the permit fees. Lastly, the MFS is based upon City permit inspections of all newly constructed public infrastructure, not recognizing the role of TPZP's day-to-day inspection and certification, which is required under their contract with CHSRA.

In 2019, the City Council approved the execution of the Plan Review and Construction Management Services Agreement, for an amount of \$1,800,000, with TPZP for the City to continue providing plan review and construction management support services related to California High Speed Rail Project. The Agreement allowed the City to continue to provide City engineering plan review and approval, as well as a construction oversight role for City infrastructure. The Agreement also provides for ongoing monitoring of actual versus projected costs, on a monthly basis, and language providing for a contract amendment in the event that the level of City staff effort exceeds the amount of the agreement.

The First Amendment increased the Plan Review and Construction Management Services Agreement by an additional \$1,800,000, for a total increased contract amount of \$3,600,000, and extended the term of the agreement to March 31, 2024, which has allowed the City to continue providing services based upon the City's actual cost, as opposed to billing TPZP for work based upon the MFS.

The proposed action will approve the amendment in substantially the form attached. The City

File #: ID 24-401, **Version:** 1

Attorney's Office will need to review and approve the amendment as to form prior to execution by the City.

ENVIRONMENTAL FINDINGS

By the definition provide in the California Environmental Quality Act (CEQA) Guidelines Section 15378 this item does not qualify as a "project." .

LOCAL PREFERENCE

Local preference was not implemented as this action does not involve the bid or award of a construction or services contract.

FISCAL IMPACT

There will be no impact to the General Fund or any City operating funds associated with the recommended action. Sufficient funds are in place to cover City costs under the agreement through the new ending date of June 30, 2024.

Attachments:

Original Agreement
First Amendment
Second Amendment
Vicinity Map

AGREEMENT
Plan Review and Construction Management Services
City of Fresno

This Agreement for Plan Review and Construction Management Services (Agreement) is entered into and is effective the date last written below (the Effective Date), by and between the City of Fresno, a municipal corporation (City), and Tutor Perini/Zachary/Parsons, as a Joint Venture (Contractor). City and Contractor are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Contractor was hired by the California High-Speed Rail Authority (the Authority) to design and build Construction Package 1, a 29-mile segment of the High-Speed Rail Project, (the Project), which segment includes a large portion within the City of Fresno.
- B. Pursuant to the Authority's Construction Package 1 (HSR 13-06), Contractor (on behalf of the Authority) is responsible for relocating, realigning, and reconstructing City utilities and facilities (including roadways, water and sewer utilities, and other miscellaneous infrastructure) (hereinafter City Infrastructure), subject to plan review and construction inspection by City staff.
- C. Customarily, City staff performs all plan review and construction inspection services related to a project and fees are charged to an applicant pursuant to the City's Master Fee Schedule for said services. Because Contractor has agreed (as between itself and the Authority) to perform Day-to-Day Construction Inspections related to City Infrastructure for the Project, it has requested that the City (1) perform audit and overview inspections (to ensure Contractor's compliance with City Standards and Specifications (hereinafter City Standards)), (2) provide support services during the construction phase as may be needed, and (3) charge fees based upon actual City staff time spent performing plan review and construction inspection services (as opposed to charging Master Fee Schedule Fees).
- D. The City is agreeable to Contractor's requests, provided that City shall perform audit and oversight inspections at its sole discretion, and that Contractor shall be responsible for all actual staff time spent on the Services under this Agreement.
- E. City and Contractor were parties to that certain Plan Review and Construction Management Agreement, dated February 4, 2016, (the 2016 Agreement) which has been duly terminated. By entering into this Agreement, Contractor attests to the termination of 2016 Agreement and expressly waives any and all claims related thereto.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the Parties agree as follows:

1. **Recitals.** Each and all of the foregoing recitals of background facts are incorporated herein by this reference as though set forth herein verbatim.

2. **Scope.** This Agreement shall govern the terms of plan review and construction management services (Services), as more specifically defined in Section 6 hereto, provided by the City relating to City Infrastructure impacted by the Project.
3. **Term.** This Agreement shall remain in full force and effect from the Effective Date until December 31, 2022, unless terminated earlier as provided herein.
4. **Compensation.** Contractor shall compensate the City for City's actual costs associated with providing Services.
 - a) **Draw-Down Deposit Account.** Contractor shall provide an initial deposit to the City which will act as a draw-down account (the Deposit) for work performed under this agreement.
 - i. **Initial Deposit.** The Contractor shall deposit the amount of \$200,000 of which \$87,000 has already been provided to the City, within five days of the execution of this Agreement.
 - ii. **Account Fund Balance.** As work is performed on a monthly basis, the City will invoice the Contractor in accordance with Section 4.b. below. The City can pull the funds from the Deposit and the balance will be replenished as the Contractor pays the invoice within 30 days of receipt, as provided in Section 4.d. below. The City shall provide Contractor notice any time there is a delay of greater than 30 days in receiving a payment.
 - iii. **Additional Funds.** If it becomes apparent to City that additional compensation beyond \$1.8 million shall be required for the City to continue to provide Services hereunder, City shall notify the Contractor.
 - b) **Monthly Invoicing.** Within 30 days of the close of last day of each month, City shall invoice Contractor for Services rendered hereunder. Monthly invoices shall include actual cost identifiers such as, but not limited to: specific work package name, submittal type, status, discipline, number of reviews, name of personnel, and hours worked.
 - c) **Timely Payment.** Contractor shall pay all invoices in full within 30 days of receipt. Contractor's failure to timely pay an invoice shall result in (1) a penalty of 10% per annum on said invoiced amount, (2) the cancellation of any permits already issued, and (3) the cessation of all Services provided hereunder.
 - d) **Appeals Relating to Invoices.**
 - i. **Payment of Invoice.** The filing of an appeal shall not relieve Contractor of its obligation to timely pay invoices; all invoices, whether disputed or not, shall be due and payable in accordance with Section 4.c. above.
 - ii. **Appeal to Director.** Within 15 days of the issuance of an invoice, Contractor may appeal any portion of the invoice it believes

erroneous to the Director of Public Works (Director) or his or her designee. Appeals shall identify the specific fee or charge disputed and clearly indicate why Contractor believes such fee is outside of the scope of this Agreement. Appeals must be accompanied by relevant evidence supporting Contractor's position.

- iii. Director's Determination. Within 15 days of receipt of an appeal, the Director shall provide a written response indicating any fee adjustments he or she determines appropriate. In making the determination, in addition to the Contractor's written appeal, the Director may consider any information provided by City staff.
 - iv. Appeal to City Manager. Should Contractor not be satisfied with the decision of the Director, Contractor may appeal the Director's decision to the City Manager within 15 days of the Director's determination, in the format provided in Section 4.d.ii. above.
 - v. City Manager's Final Determination. Within 15 days of receipt of an appeal from the Director's decision, the City Manager shall provide a written response to the disputes indicating any fee adjustments he or she determines appropriate. The decision of the City Manager shall be final and binding, unless Contractor challenges the decision and requests formal arbitration within six months of the date of the decision.
 - vi. Arbitration. Any dispute, claim or controversy arising out of or relating to compensation under this Agreement, which has first been duly processed through appeal with the City as provided hereinabove in this Section 4.d., including the enforcement, interpretation or validity thereof, and the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by binding arbitration, upon timely election by Contractor. Such arbitration shall take place in the County of Fresno under the provisions of the California Arbitration Act (CCP §§1280 et seq.) before an arbitrator. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator mutually agreed to by the Parties and shall include a written record of the arbitration hearing.
 - vii. Waiver. Failure to timely dispute a charge or fee as set forth above shall be an absolute waiver of a right to jury trial and of any right to contest said compensation dispute before a court or applicable administrative agency.
- b) **Project Status Reports by Contractor.** Within 15 days of receiving each monthly invoice, the Contractor shall provide City with an updated Project Status Report (Status Report), which shall include: (1) a complete Project

schedule (including both design and construction phases) that includes the percent complete of each Construction Package for both the design and construction phases and (2) an updated Construction Package listing with projected submittal date.

5. **Reconciliation for Fees Charged Under Master Fee Schedule.** The Parties acknowledge that immediately prior to the Effective Date, Contractor paid plan review and inspection fees pursuant to the City's Master Fee Schedule in a total amount of \$77,000 and deposited \$10,000 into the Traffic Control Plan Drawdown Account for a total deposit of \$87,000. All such fees charged shall be adjusted to reflect City's actual costs. Any credit owed to Contractor (Reconciled Credit) shall be deposited with the Deposit, unless otherwise requested in writing by Contractor.
6. **City Services.** City shall perform the following Services:
 - a) **Plan Review.** City shall process, review, and comment on all Construction Packages submitted for compliance with City Standards and applicable local, state, and federal standards. Compensation for plan review services shall not be limited in any way because of the number of submittals required for Contractor to obtain City approval of plans.
 - i. **Traffic Control Plan Review.** City shall review Contractor's Traffic Control Plan for compliance with applicable standards. Compensation for plan review services shall not be limited in any way because of the number of submittals required for Contractor to obtain City approval of plans.
 - ii. **Flash Requests.** Requests for traffic signal flashing shall be subject to the City's Flash Request Policy and will be invoiced based upon City's actual costs associated therewith.
 - b) **Construction Management.**
 - i. **Construction Support and Inspections.** City shall make staff available to Contractor for construction support and to advise Contractor staff relating to the construction phase, including troubleshooting. City shall perform audit inspections and oversight inspections of Contractor's Day-to-Day Construction Inspections to ensure Contractor complies with applicable standards, including, but not limited to City Standards, the HSR Checklist (Exhibit A), Special Inspection Conditions (Exhibit B), Structural Inspection Requirements (Exhibit C), and all other applicable standards. City shall have the sole authority and discretion to determine the frequency of audit inspections and oversight inspections of the Contractor's inspections and work, when deemed necessary by City. The Parties understand that the frequency of the City's audit inspections will be dependent, in part, upon City's confidence with the sufficiency and competence of Contractor's Day-to-Day

Inspections. City may utilize any qualified staff it deems appropriate for audit inspections and oversight inspections.

The construction support and inspection services set forth in this Section 6.b.i. shall be provided up to a maximum average rate of 1.6 Full Time Equivalent Employees per year for the term of this Agreement.

- ii. **Traffic-Related Inspections.** City shall inspect traffic signals, Intelligent Transportation Systems, and Traffic Operation Centers for compliance with applicable plans, guidelines, and standards. City shall provide inspection, testing and programming for specialized equipment on traffic signals, street lights and City Infrastructure, as described in Exhibit A hereto.
- c) **Provision of Services.** Services to be provided by City shall be provided by City staff or by professional outside consultant staff contracted with the City. All references to City staff in this Agreement shall include both City employees and contracted professional outside consultants.
- d) **Excluded Services.** Services not included above shall be excluded from this Agreement, including: Water Service Connection Charges, Wet-Tie Services, inspection of Traffic Control set up and implementation.

7. Contractor's Obligations.

- a) **Project Status Reports.** Contractor shall be responsible for timely submission of Project Status Reports as set forth hereinabove.
- b) **Day-to-Day Construction Inspection.** Contractor shall provide Day-to-Day Construction Inspections reports, including day-to-day quality control and quality assurance inspections reports, as specified in the Exhibit A, B, and C. Contractor shall complete and provide to City the HSR Checklist for each Construction Package at the end of each work week. Contractor's Day-to-Day Construction Inspections shall adhere to the City inspection requirements set forth in the HSR Checklist, Special Inspection Conditions, and Structural Inspection Requirements (Exhibits A, B, and C hereto). Failure to provide timely Day-to-Day Construction Inspection HSR Checklists shall be a material breach of this Agreement.
- c) **Correction Notices to Contractor.** City shall issue correction notices to Contractor following any audit or oversight inspection wherein it is determined by City in its sole and absolute discretion that Contractor's Day-to-Day Construction Inspection(s) or Contractor's execution of work deviates from City Standards and Exhibit A, B, and C hereto. Following notice, Contractor shall bring Day-to-Day Construction Inspections or work into compliance with City Standards and the Exhibit A, B, and C hereto within **15** working days of the issuance of a correction notice. Contractor's failure to timely address a Correction Notice shall halt the issuance of additional permits by the City until such Correction Notice is addressed.

8. **Completion Process.**

- a) **Notice of Completion.** City shall issue a Notice of Completion to Contractor within 20 days of completing the construction for each approved Construction Package and all City punch list items required by City.
- b) **Contractor's Failure to Correct Punch List Items.** The Contractor shall complete all punch list items within 30 calendar days of the issuance of a punch list. If the contractor can't complete the punch list items by the required date, the Contractor can submit an extension to the City for approval. The City will not unreasonably withhold an approval of the extension request. Parties agree that City shall have the right to rectify any outstanding punch list items not addressed by the Contractor after the allowable period, including any time extension provided, as described above. Such remedial action shall be invoiced to and payable by Contractor and is not subject to Contractor approval or dispute.

9. **Termination.** This Agreement may be terminated: (1) by either party upon providing 30 days' written notice; or (2) by the City upon the occurrence of a material breach of a term hereof as determined by City. Unless otherwise set forth herein, Contractor's failure to meet any term or condition set forth in this Agreement shall be a material breach hereof. Upon the termination of this Agreement, all further Services performed by City shall be completed in accordance with the City's Master Fee Schedule.

10. **Indemnification.** To the furthest extent allowed by law, Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the sole negligence or willful misconduct of City or any of its officers, officials, employees, agents or volunteers, except when such officers, officials, employees, agents or volunteers are under the direct supervision and control of Contractor.

If Contractor should subcontract all or any portion of the work to be performed under this Agreement, Contractor shall require each sub-contractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph

This section shall survive termination or expiration of this Agreement.

11. **Notices.** Any notice required or intended to be given to either Party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the Party to which notice is to be given at the Party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
12. **Binding.** Once this Agreement is signed by all Parties, it shall be binding upon, and shall inure to the benefit of, all Parties, and each Party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.
13. **Assignment.** This Agreement is personal to Contractor and there shall be no assignment by Contractor of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by Contractor, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.
14. **Amendment.** Any amendment to this Agreement shall not be effective unless it is in writing and signed by all Parties hereto.
15. **Waiver.** The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
16. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule, which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
17. **Headings.** The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.
18. **Severability.** The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.
19. **Interpretation.** The Parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either Party, but

rather by construing the terms in accordance with their generally accepted meaning.

20. **Attorney's Fees.** If either Party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing Party in such proceeding or action shall be entitled to recover from the other Party its reasonable attorney's fees and legal expenses.
21. **Exhibits.** Each Exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
22. **Precedence of Documents.** In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement 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 Agreement, shall be null and void.
23. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
24. **No Third Party Beneficiaries.** The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
25. **Extent of Agreement.** Each Party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Contractor.

[SIGNATURES ON FOLLOWING PAGE]

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

City OF FRESNO,
a California municipal corporation

TUTOR PERINI, ZACHARY, and
PARSONS a Joint Venture


By: 
Wilma Quan-Scheeter, City Manager

By: 

Name: GHASSAN ARIQAT

Title: VP OPS

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney


By:  6.21.19
Raj Singh Badhesha
Senior Deputy City Attorney

Addresses:
Contractor:
TPZP
Attention: Ghassan Ariqat
1404 Fulton Street
Fresno, CA 93721
Phone: (559) 385-7025

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

By:  6/25/19
Deputy

REVIEWED BY:

By:  PE
Jesus Avitia, PE,
Deputy City Engineer
Department of Public Works

Addresses:
City:
City of Fresno
Attention: Jesus Avitia, PE
Deputy City Engineer
2600 Fresno Street, 4th Floor
Fresno, CA. 93721-3623
Phone: (559) 621-8804
FAX: (559) 457-1277

Attachments:

- Exhibit A – City of Fresno Inspection Checklist for High Speed Rail Project
- Exhibit B – Special Inspection Conditions
- Exhibit C – Structural Inspection Requirements

Exhibit A
City of Fresno Inspection Checklist for High Speed Rail Project

HIGH SPEED RAIL PROJECT INSPECTION REPORTING CHECKLIST

TYPICAL SUBMITTALS - NON PROJECT SPECIFIC

The Following Items To Be Submitted At Noted Intervals Throughout The Life Of The Project

- **SWPPP / BMP's**
(Submit to PWD Construction Manager for Information all applicable approved plans, Notices, Exemptions, etc. prior to commencing onsite work)
- **Fugitive Dust Control Plan**
(Submit to PWD Construction Manager for Information all applicable approved plans, Notices, Exemptions, etc. prior to commencing onsite work)
- **Initial USA Call Tag Number**
(Submit to PWD Construction Manager prior to commencing onsite work)
- **Product Data Submittals For All Materials To Be Incorporated Into The Work** NRTPU
(Submit to PWD Construction Manager for Review/Comment two (2) weeks prior to installation. See applicable City Standard Specifications for description of data to be supplied.)
- **RFI's Materials Substitution / Proposed Variances To Plans Or Specifications** NRTPU
(Submit to PWD Construction Manager for Review/Comment four (4) days prior to need)
- **Traffic Control Plans Once Approved By City Traffic Engineering Division**
(Submit to PWD Construction Manager for Information one (1) day prior to installation)
- **Inspector's Daily Report & Observations**
(Submit to PWD Construction Manager for Information together with associated Weekly Report)
- **Weekly Report (Inspector's)**
(Submit to PWD Construction Manager for Information on or before Wednesday of the following weekly period)
- **Materials Testing Reports**
(Submit to PWD Construction Manager for information as received. See City QAP and applicable City Standard Specifications for specific testing protocols and frequencies)
- **Certified As-Built Drawings / Closeout Documentation / Warranties**
(Submit to PWD Construction Manager for Information upon completion of the work)

Construction Package ID: _____

- Periodic Filing for the Period Ending : _____
- Final Filing for the Period Ending : _____

Signed: _____

Date: _____

NRTPU = Not Required On Third Party Utility Projects (i.e. PG&E, AT&T, Comcast, FMFCD, FID)

HIGH SPEED RAIL PROJECT INSPECTION REPORTING CHECKLIST

INSPECTION OBSERVATIONS - WATER & SEWER PROJECTS

The Following Items To Be Monitored/Documented Daily

Documentation to be submitted to PWD Construction Manager Weekly

- **Acceptance Criteria Compliance And/Or Discrepancies / Water & Sewer**
(Per City Of Fresno - Quality Assurance Program & City Of Fresno Standard Specifications Section 2-11)

- **Acceptance Criteria Compliance And/Or Discrepancies / Sewer**
(Per City Of Fresno Standard Specifications Sections 17-10, 17-11 & 17-12)

- **Acceptance Criteria Compliance And/Or Discrepancies / Water**
(Per City Of Fresno Standard Specifications Sections 22-9.1, 22-9.2 & 22-9.3)

- **Installation Requirements Compliance And/Or Discrepancies / Sewer**
(Per City Of Fresno Standard Specifications Sections 2, 16, 17 & any other applicable Sections dependent on scope)

- **Installation Requirements Compliance And/Or Discrepancies / Water**
(Per City Of Fresno Standard Specifications Sections 2, 16, 22 & any other applicable Sections dependent on scope)

Construction Package ID: _____

- Periodic Filing for the Period Ending : _____
- Final Filing for the Period Ending : _____

Signed: _____

Date: _____

HIGH SPEED RAIL PROJECT INSPECTION REPORTING CHECKLIST

INSPECTION OBSERVATIONS - STREET CONSTRUCTION PROJECTS

The Following Items To Be Monitored/Documented Daily

Documentation to be submitted to PWD Construction Manager Weekly

- **Acceptance Criteria Compliance And/Or Discrepancies / General**
(Per City Of Fresno - Quality Assurance Program & City Of Fresno Standard Specifications Section 2-11)
- **Acceptance Criteria Compliance And/Or Discrepancies / Aggregate Base & Sub-Base**
(Per City Of Fresno Standard Specifications Section 12-6)
- **Acceptance Criteria Compliance And/Or Discrepancies / Asphalt Concrete**
(Per City Of Fresno Standard Specifications Sections 13-2, 13-3 & 13-4)
- **Acceptance Criteria Compliance And/Or Discrepancies / PCC Improvements**
(Per City Of Fresno Standard Specifications Sections 14-2 & 14-3)
- **Acceptance Criteria Compliance And/Or Discrepancies / Traffic Divider Islands**
(Per City Of Fresno Standard Specifications Section 15-2.3)
- **Installation Requirements Compliance And/Or Discrepancies / Excavation & Grading**
(Per City Of Fresno Standard Specifications Sections 2 , 11 & any other applicable Sections dependent on scope)
- **Installation Requirements Compliance And/Or Discrepancies / Aggregate Base & Sub-Base**
(Per City Of Fresno Standard Specifications Sections 2, 12 & any other applicable Sections dependent on scope)
- **Installation Requirements Compliance And/Or Discrepancies / Asphalt Concrete**
(Per City Of Fresno Standard Specifications Sections 2 , 13 & any other applicable Sections dependent on scope)
- **Installation Requirements Compliance And/Or Discrepancies / PCC Improvements**
(Per City Of Fresno Standard Specifications Sections 2 , 14 & any other applicable Sections dependent on scope)
- **Installation Requirements Compliance And/Or Discrepancies / Traffic Divider Islands**
(Per City Of Fresno Standard Specifications Sections 2 , 15 & any other applicable Sections dependent on scope)

Construction Package ID: _____

- Periodic Filing for the Period Ending : _____

- Final Filing for the Period Ending : _____

Signed: _____

Date: _____

HIGH SPEED RAIL PROJECT INSPECTION REPORTING CHECKLIST

INSPECTION OBSERVATIONS - SIGNAL / STREET LIGHT / ITS PROJECTS

The Following Items To Be Monitored/Documented Daily

Documentation to be submitted to PWD Construction Manager Weekly

Traffic Signal, Street Light and ITS (Intelligent Traffic System) projects shall fall under modified Contractor Inspection practices. Regular and customary City Inspection shall be performed for all aspects of these projects for all segments that include wiring, electrical conduits, fiber optic, fiber optic conduits, electrical pull boxes, fiber optic pull boxes/vaults, point of service connections, signal equipment cabinets and equipment, fiber optic cabinets and equipment, signal heads, pedestrian heads, signal/streetlight poles and mast arms, and any electrical and/or fiber optic related ancillary equipment or devices regardless of voltage.

Segments of Traffic Signal, Street Light and ITS (Intelligent Traffic System) projects which include Water, Sewer, Street facilities construction/restoration shall be observed and documented in accordance with the appropriate checklist(s). The "Typical Submittals" checklist shall also apply to Traffic Signal, Street Light and ITS projects.

- INSPECTION OBSERVATIONS - STREET CONSTRUCTION PROJECTS / Applicable and Attached

- INSPECTION OBSERVATIONS - STREET CONSTRUCTION PROJECTS / Not Applicable

- INSPECTION OBSERVATIONS - WATER & SEWER PROJECTS / Applicable and Attached

- INSPECTION OBSERVATIONS - WATER & SEWER PROJECTS / Not Applicable

- TYPICAL SUBMITTALS - NON PROJECT SPECIFIC / Attached

Construction Package ID: _____

- Periodic Filing for the Period Ending : _____

- Final Filing for the Period Ending : _____

Signed: _____

Date: _____

HIGH SPEED RAIL PROJECT INSPECTION REPORTING CHECKLIST

INSPECTION OBSERVATIONS - UTILITY / 3RD PARTY PROJECTS

The Following Items To Be Monitored/Documented Daily

Documentation to be submitted to PWD Construction Manager Weekly

Utility (3rd Party) Projects shall fall under modified Contractor Inspection practices. For the purposes of City's performance of Inspection oversight and audit, Utility projects would be those where the facilities are owned and operated by a "Utility" such as PG&E, AT&T, Comcast whereas 3rd Party projects would be those where the facilities are owned and operated by a "District" or other similar entity such as Fresno Metropolitan Flood Control District, Fresno Irrigation District, a privately held Water District/Purveyor.

Segments of Utility and 3rd Party projects which include Water, Sewer, Street facilities construction/restoration, Traffic Signal, Streetlight, ITS shall be observed and documented in accordance with the appropriate checklist(s). The "Typical Submittals" checklist shall also apply to Utility and 3rd Party projects except submission of Product. Data Submittals and RFI's Materials Substitution / Proposed Variances are not required.

- **Completed City of Fresno Public Utility Application for Street Work Permit**
(Submit to PWD Construction Manager five (5) Business days prior to commencing onsite work)

- **INSPECTION OBSERVATIONS - STREET CONSTRUCTION PROJECTS / Applicable and Attached**
- **INSPECTION OBSERVATIONS - STREET CONSTRUCTION PROJECTS / Not Applicable**

- **INSPECTION OBSERVATIONS - WATER & SEWER PROJECTS / Applicable and Attached**
- **INSPECTION OBSERVATIONS - WATER & SEWER PROJECTS / Not Applicable**

- **INSPECTION OBSERVATIONS - SIGNAL-STREETLIGHT-ITS PROJECTS / Applicable and Attached**
- **INSPECTION OBSERVATIONS - SIGNAL-STREETLIGHT-ITS PROJECTS / Not Applicable**

- **TYPICAL SUBMITTALS - NON PROJECT SPECIFIC / Attached**

Construction Package ID: _____

- Periodic Filing for the Period Ending : _____

- Final Filing for the Period Ending : _____

Signed: _____

Date: _____

Exhibit B
Special Inspection Conditions

1. Contractor must provide authorized City staff access to all worksites where City Infrastructure is subject to relocation, realignment, and reconstruction.
2. No work in the public right-of-way shall be initiated by the Contractor prior to the City approving the Contractor's traffic control plan and issuing a permit.
3. No work on the public water and sewer system may be initiated prior to the City approving the Contractor's plan for providing temporary water and sewer services for those properties that will have service disrupted to accommodate the relocation, realignment, and reconstruction of the new water and sewer facilities.
4. No deviations (materials, horizontal or vertical alignment, workmanship, etc.) from the Approved Plans, Specifications, and City Standards may be initiated by the Contractor without prior written approval and authorization from the City.
5. At all times the City reserves the right to issue a Notice of Non-Compliance to the Contractor, if during the course of the City's oversight inspections the City observes and records workmanship or material defects that compromise the City's operations, maintenance, and public health and safety requirements.
6. As per state regulations, only the City may remove a public water main from service, and once the water main is isolated and secured, the City will release the water main to the Contractor to complete their required work.
7. The Contractor shall at all times maintain a current and accurate set of record drawings showing all City approved and authorized changes to the approved plans and specifications. The City's oversight inspections will include periodic review of the record drawings for completeness and accuracy.
8. The City reserves the right to add or modify these conditions at any time during the course of the construction, with proper advanced notice to the Contractor, to ensure that the City's operations, maintenance, and public health and safety requirements are protected.

Exhibit C
Structural Inspection Requirements



Exhibit C

CONSTRUCTION ACTIVITY INSPECTION PRIORITY CHART

| ACTIVITY | BENCHMARK | INTERMITTENT | MANDATORY | SURVEY | REFERENCE |
|--|-----------|--------------|-----------|--------|---|
| K-Rail | | | | | |
| Material | x | | | | |
| Placement | | x | | | |
| Placement | | | x | | Traffic and/or Public Safety |
| Maintenance | x | | | | |
| Structure Excavation | | | | | |
| Shoring Plans | x | | | | Caltrans - BCM 122-1.0 |
| Shoring Installation | | x | | | Caltrans - Trenching and Shoring Manual – Ch. 12 |
| Shoring Installation | | | x | | Caltrans - Trenching and Shoring Manual – Ch. 12 / Traffic and/or Public Safety |
| Shoring Maintenance | | x | | | Caltrans - Trenching and Shoring Manual – Ch. 12 |
| Shoring Removal | | x | | | Caltrans - Trenching and Shoring Manual – Ch. 12 |
| Shoring Removal | | | x | | Caltrans - Trenching and Shoring Manual – Ch. 12 / Traffic and/or Public Safety |
| Temporary Structures (Contractor Use) | | | | | |
| Working Drawings | x | | | | Caltrans - BCM 120-1.0 |
| Installation | | x | | | Caltrans - BCM 120-5.0 |
| Installation | | | x | | Caltrans - BCM 120-5.0 / Traffic or Public Safety |
| Maintenance | | x | | | |
| Removal | x | | | | |
| Removal | | | x | | Traffic and/or Public Safety |
| Scaffolding (Install & Remove) | | x | | | |
| Scaffolding (Install & Remove) | | | x | | Traffic and/or Public Safety |
| Temporary Structures (Public Use) | | | | | |
| Working Drawings | x | | | | |
| Installation | | | x | | Public Safety |
| While in Use | | x | | | |
| Removal | | | x | | Public Safety |
| Driven Piles | | | | | |
| Steel | | | x | x | Caltrans - Foundations Manual – Ch. 7, SS Section 49 |
| Precast Concrete | | | x | x | Caltrans - Foundations Manual – Ch. 7, SS Section 49 |
| Shell – Drive | | | x | | Caltrans - Foundations Manual – Ch. 7, SS Section 49 |
| Shell – Rebar | | x | | | |
| Shell – Rebar | | | x | | Traffic and/or Public Safety |
| Shell – Pre-Pour | | | x | x | Caltrans - Outline of FCP – Section 4.10, BCM 4-5-8, Const. Manual Sect. 51 |
| CIDH Piles (Wet/Dry) | | | | | |
| Drilling | | | x | x | Caltrans - Outline of Field Const. Practices - Section 4 |
| Rebar | | x | | | |
| Prepour | x | | | | |
| Pour | | | x | x | Caltrans - Outline of FCP - Section 4.10, BCM 4-5-8, Const. Manual Sect. 51 |
| Substructure | | | | | |
| FOOTINGS | | | | | |
| Fine Grade | x | | | x | Caltrans - Outline of Field Const. Practices - Section 6 |
| Form | x | | | | Caltrans - Outline of Field Const. Practices - Section 7 |
| Rebar | x | | | | Caltrans - Outline of Field Const. Practices - Section 8 |
| Prepour | x | | | | |
| Pour | | | x | x | Caltrans - Outline of FCP - Section 4.10, BCM 4-5-8, Const. Manual Sect. 51 |
| COLUMNS | | | | | |
| Forms | | x | | x | Caltrans - Outline of Field Const. Practices - Section 11 |
| Rebar | | x | | | Caltrans - Outline of Field Const. Practices - Section 9 |
| Guying System review | x | | | | Caltrans - Outline of Field Const. Practices - Section 12 |
| Guying System Inspection | | x | | | |
| Guying System Inspection | | | x | | Caltrans - Traffic and/or Public Safety |
| Prepour | x | | | | |
| Pour | | | x | x | Caltrans - Outline of FCP - Section 4.10, BCM 4-5-8, Const. Manual Sect. 51 |



| ACTIVITY | BENCHMARK | INTERMITTENT | MANDATORY | SURVEY | REFERENCE |
|--|-----------|--------------|-----------|--------|---|
| ABUTMENTS/WINGWALLS | | | | | |
| Form | | x | | x | Caltrans - Outline of Field Const. Practices - Sect. 15 |
| Rebar | | x | | | |
| Prepour | x | | | | |
| Pour | | | x | x | Caltrans - Outline of FCP - Section 4.10, BCM 4-5.8, Const. Manual Sect. 51 |
| STRUCTURE BACKFILL | | | | | |
| Materials | x | | | | |
| Compaction | | x | | | |
| Superstructure | | | | | |
| BENT CAPS | | | | | |
| Form | | x | | x | |
| Rebar | | x | | | |
| Prepour | x | | | | |
| Pour | | | x | x | |
| BEARINGS | | | | | |
| Placement - Top of bearings | | | | x | |
| GIRDERS | | | | | |
| Placement - Top of Girder | | | | x | |
| FALSEWORK | | | | | |
| Working Drawings | x | | | | Caltrans - BCM 120-1.0 |
| Construction / Erection / Grading | | x | | | Caltrans - BCM 120-5.0 |
| Construction / Erection / Grading | | | x | | Caltrans - BCM 120-5.0 / Traffic and/or Public Safety |
| STEM AND SOFFIT | | | | | |
| Place Joists | | x | | | |
| Place Joists | | | x | | Traffic and/or Public Safety |
| Soffit Forms | | x | | | |
| Soffit Forms | | | x | | Traffic and/or Public Safety |
| Forms | | x | | | Caltrans - Outline of Field Const. Practices - Section 17, 18 |
| Rebar | | x | | | |
| Prepour | x | | | | |
| Pour | | | x | | Caltrans - Outline of FCP - Section 4.10, BCM 4-5.8, Const. Manual Sect. 51 |
| Postpour / Cure / Profile | | x | | | Caltrans - Outline of Field Const. Practices - Section 32, BCM 112-2.0 |
| Rail | | | | | |
| Profile Grades | x | | | | Caltrans - Outline of Field Const. Practices - Section 40, BCM 162-3.0 |
| Rebar / Prepour | | x | | | Caltrans - Outline of Field Const. Practices - Section 40, BCM 162-3.0 |
| Pour | | | x | | Caltrans - Outline of FCP - Section 4.10, BCM 4-5.8, Const. Manual Sect. 51 |
| Prestressing | | | | | |
| Materials | x | | | | |
| Duct Inspection | | x | | | |
| Elongation Calcs / Preparation | x | | | | Caltrans - Prestressing Manual - Page 20 |
| Stress and Grout | | | x | | Caltrans - Prestressing Manual - Page 21 |
| Bridge Jacking | | | | | |
| Jacking | | | x | x | |
| Structural Steel | | | | | |
| Working Drawings / Submittals | x | | | | Caltrans - BCM 170-4.0 |
| Fasteners / RoCap | x | | | | Caltrans - BCM 170-2.0 |
| Erecting | | x | | | Caltrans - BCM 170-2.0 |
| Welding | | x | | | Caltrans - BCM 180-1.0, BCM 180-2.1 |
| Bolt Tensioning / Skidmore | | x | | | Caltrans - BCM 170-1.0, BCM 170-2.0 |
| Installation / "Job Inspecting Torque" | | x | | | Caltrans - BCM 170-2.0 |



| ACTIVITY | BENCHMARK | INTERMITTENT | MANDATORY | SURVEY | REFERENCE |
|---------------------------------------|-----------|--------------|-----------|--------|--|
| Joint Seals | | | | | |
| Joint Seals - A, B, Assemblies | | x | | | Caltrans - Outline of Field Const. Practices - Section 40 |
| Joint Seals - A, B, Assemblies | | | x | | Installed during live traffic |
| Metal Railing | | | | | |
| Various Types | | x | | | |
| Tieback and Soil Nail - Walls | | | | | |
| Drilling | | x | | | Caltrans - BCM 145-10.0, US DOT FHWA Inspection Manual |
| Installation / Grout | | x | | | Caltrans - BCM 145-10.0, US DOT FHWA Inspection Manual |
| Stress / Creep Tests | | | x | | Caltrans - BCM 145-10.0, US DOT FHWA Inspection Manual |
| Deck Rehab | | | | | |
| Clean / Prepare | | | x | | Caltrans - BCM 112-5.0 |
| Milled Section | | | | x | |
| Place Material | | | x | | Caltrans - BCM 112-5.0 |
| Verify Material Set / Open to Traffic | | | x | | Caltrans - BCM 112-5.0 |
| Final Section | | | | x | |
| Paint | | | | | |
| Submittals | x | | | | Caltrans - BCM 155-3.0 |
| Clean | | x | | | Caltrans - BCM 155-1.0 (Daily insp, conditions and qnty.) |
| Spot Blast | | x | | | Caltrans - BCM 155-1.0 (Daily insp, conditions and qnty.) |
| Full Blast | | x | | | Caltrans - BCM 155-1.0 (Daily insp, conditions and qnty.) |
| Paint | | x | | | Caltrans - BCM 155-1.0 (Daily insp, conditions and qnty.) |
| Sign Structures | | | | | |
| Shop Plans | x | | | | Caltrans - BCM 168-3.0 |
| FOUNDATIONS | | | | | |
| Drilling | | | x | x | Caltrans - Overhead Sign Structures Manual - Section 6 |
| Rebar | | x | | | Caltrans - Overhead Sign Structures Manual - Section 6 |
| Prepour | | x | | | |
| Pour | | | x | x | Caltrans - Overhead Sign Structures Manual - Section 6 |
| Sign Erection | | | x | | |
| BRIDGE MOUNTED | | | | | |
| Resin Capsules | | x | | | Caltrans - Overhead Sign Structures Manual - Section 6-4, Caltrans - BCM 135-5.0 |
| Erection | | | x | | |
| ADA | | | | | |
| RAMP | | | | | |
| Form | | x | | x | |
| Prepour | x | | | | |
| Pour | | | x | x | City of Fresno - Curb Ramp Accessibility Compliance Policy, Caltrans CEM-3673C |
| SIDEWALK | | | | | |
| Cross Slope | | | | x | |
| Running Slope | | | | | |
| Building Work | | | | | |
| Submittals | x | | | | |
| Construction | | x | | | Caltrans - Building Construction Manual 2008 |
| Concrete Pours / Grouting Block | | x | | | |
| O&M Manuals / Warranties | x | | | | Caltrans - BCM 132-3.0 |
| Pump Stations | | | | | |
| Shop Plans | x | | | | |
| Structure | | x | | | Caltrans - Building Construction Manual 2008 |
| Height | | | | x | |
| ACTIVITY | BENCHMARK | INTERMITTENT | MANDATORY | SURVEY | REFERENCE |
| Surveys | | | | | |



| | | | | | |
|--------------------------------------|---|---|---|---|---|
| Contours / 4-Scales | x | | | | |
| Calculations / Grades | | x | | | |
| Shoot Line and Grade | | x | | | Caltrans - BCM 175-1.0 |
| Check Stakeout | x | | | | |
| Soundwalls | | | | | |
| Submittals | x | | | | Caltrans - Outline of Field Const. Practices - Section 47 |
| Foundation | | | x | x | Refer to CIDH and foundations |
| Block / Rebar | | x | | | Caltrans - Outline of Field Const. Practices - Section 47 |
| Grouting | | | x | | Caltrans - Outline of Field Const. Practices - Section 47 |
| Height | | | | x | |
| Bridge Removal | | | | | |
| Bridge Demo Plan | x | | | | Caltrans - BCM 124-2.0, BCM 124-3.0 |
| Superstructure Demo | | x | | | Caltrans - Outline of Field Const. Practices - Section 44 |
| Superstructure Demo | | | x | | Caltrans - Outline of Field Const. Practices - Section 44 / Traffic & Public Safety |
| Substructure Demo | | x | | | |
| Substructure Demo | | | x | | Traffic and/or Public Safety |
| Partial Demo | | x | | | |
| Partial Demo | | | x | | Traffic and/or Public Safety |
| Office Duties | | | | | |
| Submittal Review / Approval, Letters | | | x | | |
| Quantities and Pay Estimates | | x | | | |
| Correspondence | | | x | | |

**FIRST AMENDMENT TO
PLAN REVIEW AND CONSTRUCTION
MANAGEMENT SERVICES AGREEMENT**

This First Amendment to Plan Review and Construction Management Services Agreement (Amendment) is effective as of 10/13, 2022, (the Effective Date) and entered into by and between the City of Fresno, a municipal corporation (City), and Tutor Perini/Zachary/Parsons, as a Joint Venture (Contractor).

RECITALS

- A. City and Contractor are parties to that certain Plan Review and Construction Management Services Agreement, dated June 25, 2019 (the Agreement).
- B. Pursuant to the Agreement, City provides plan review and construction management services (Services) to Contractor and may do so for compensation not to exceed \$1.8 million; the Agreement is set to terminate on December 31, 2022.
- C. In accordance with Sections 4 and 25 of the Agreement, City and Contractor now desire to amend the Agreement to increase the total compensation and extend the term, as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the aforesaid agreement be amended as follows:

1. **Compensation; Additional Funds.** The parties acknowledge that total compensation beyond \$1.8 million is required for the City to continue to provide Services under the Agreement; the compensation (not to exceed \$1.8 million), as set forth in Section 4 of the Agreement, is hereby increased by an additional \$1.8 million, for total compensation not to exceed \$3.6 million.
2. **Term.** The term of the Agreement, as set forth in Section 3 thereof, is hereby extended to March 31, 2024.
3. **Effect of Amendment.** Except as expressly modified by this Amendment, the Agreement is hereby reaffirmed and ratified. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

CITY OF FRESNO,
a California municipal corporation

TUTOR PERINI, ZACHARY, and
PARSONS, a Joint Venture

By: _____
Georgeanne A. White, City Manager

By: _____

Name: Ghassan Arigat

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

Title: Project Executive
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: Pauline Bumpay 10/13/22
for Raj Singh Badhessa Date
Assistant City Attorney

By: _____

Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

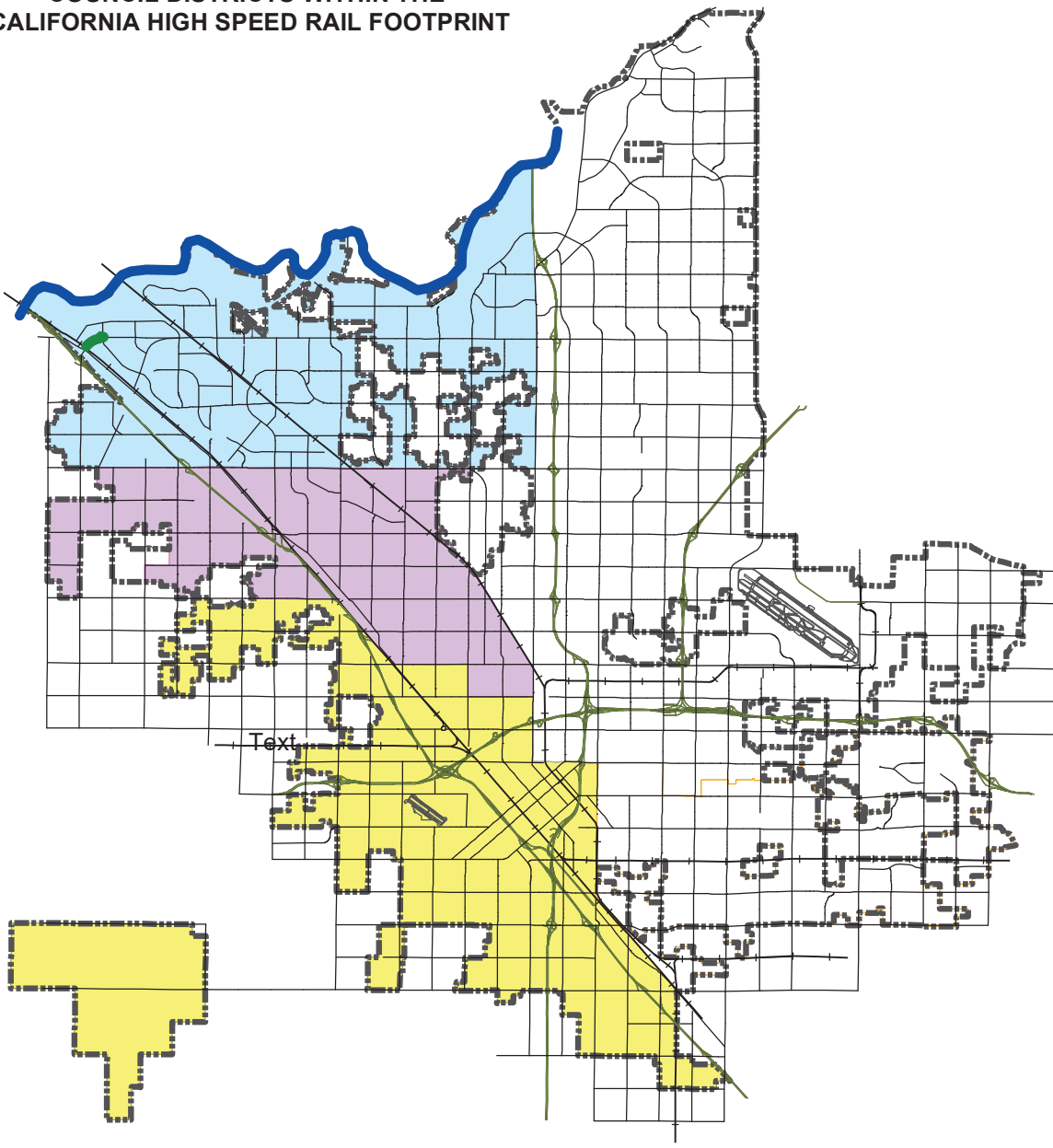
Title: _____
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

By: _____
Deputy

REVIEWED BY:

By: Jesus Avitia, P.E.
Jesus Avitia, PE
Deputy City Engineer
Department of Public Works

CITY OF FRESNO COUNCIL DISTRICTS WITHIN THE CALIFORNIA HIGH SPEED RAIL FOOTPRINT



VICINITY MAP

CITY OF FRESNO COUNCIL DISTRICTS WITHIN THE CALIFORNIA HIGH SPEED RAIL FOOTPRINT

-  City Limits
-  Council District 1
-  Council District 2
-  Council District 3