

**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 _____, 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: _____
Scott Mozier,
Public Works Director

By: _____
Name: _____

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

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

By: _____
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: _____
Deputy

REVIEWED BY:

By: _____
Scott L. Mozier, PE
Director of Public Works