

Planning Services for Hydrogen Infrastructure & Facility Master Plan,
Request for Qualifications No. 12502218

SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and WSP, USA, Incorporated (Contractor/Consultant) as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: Planning and Design Services for Hydrogen Infrastructure & Facility Master Plan, RFQ No. 12502218 copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration not to exceed one million four hundred thousand dollars (\$1,400,000), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. Refer to Attachment: RESULTS OF NEGOTIATION MEMORANDUM PLANNING & DESIGN SERVICES FOR HYDROGEN INFRASTRUCTURE & FACILITY MASTER PLAN, RFQ NO. 12502218.

4. INDEMNIFICATION. To the furthest extent allowed by law, including California Civil Code section 2782.8 (if applicable), CONSULTANT 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), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor 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.

[Signatures follow on the next page.]

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IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

<p>CITY OF FRESNO, A California municipal corporation</p> <p>By: _____ Georgeanne A. White City Manager</p> <p>APPROVED AS TO FORM: ANDREW JANZ City Attorney</p> <p>Signed by: _____ Jennifer M. Wharton Deputy City Attorney</p> <p>By: _____ Date _____</p> <p>ATTEST: TODD STERMER, MMC City Clerk</p> <p>By: _____ Deputy _____ Date _____</p>	<p>WSP USA, Inc.</p> <p>Signed by: _____ Shaldona Baldwin District Business Leader (Principal)</p> <p>Signed by: _____ Hilary F. Jassey Secretary</p>
<p>Addresses: CITY: City of Fresno Attention: Orie Rubalcava Projects Administrator, Department of Transportation, Fresno Area Express (FAX) 2223 G Street Fresno, CA 93706 Telephone: (559) 621-1537 E-Mail: Orie.Rubalcava@fresno.gov</p>	<p>CONTRACTOR: WSP, USA, LLC Attention: Lance MacNiven Project Manager 888 S. Figueroa St., Suite 1800 Fresno, CA 90017 Telephone: (310) 948-5666 E-Mail: lance.macniven@wsp.com</p>

Attachment: RESULTS OF NEGOTIATION MEMORANDUM PLANNING & DESIGN SERVICES
FOR HYDROGEN INFRASTRUCTURE & FACILITY MASTER PLAN – RFQ NO. 12502218

RESULTS OF NEGOTIATION MEMORANDUM

PLANNING & DESIGN SERVICES FOR HYDROGEN INFRASTRUCTURE & FACILITY MASTER PLAN

RFQ NO. 12502218

As a result of negotiations, Special Conditions, Section 1 has been modified and supersedes the previous version, the contents of which can be found in the subsequent pages of this memorandum.

City of Fresno

Department of Transportation



Sharlee Flores
Senior Management Analyst

Attachments:

1. Special Conditions, Section 1, page A2

Attachment 1- Special Conditions, Section 1, page A2 (Amended)

1. PAYMENT: The Proposer shall invoice the City of Fresno on a monthly reimbursement schedule. The contract payments are based on a cost plus fixed fee as listed in the cost proposal attachment. Invoices shall conspicuously display the City's contract number and shall be submitted to:

ATTENTION:

City of Fresno
Department of Transportation/FAX
Attn: Orie Rubalcava
2223 G. Street Fresno, CA 93706

Contractor hereby agrees not to assign the payment of any monies due Contractor from City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Contractor directly to Contractor