

CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a municipal corporation, hereinafter called the "City," and RADIO SATELLITE INTEGRATORS, Inc., a Florida Corporation, hereinafter called the "Contractor," as follows:

1. The "Notice Inviting Bids," "Instructions to Bidders," "Bid Proposal," and the "Specifications" including "General Conditions," "Special Conditions," and "Technical Specifications" for the following: REQUIREMENTS CONTRACT FOR POSITIONING SYSTEM AUTOMATED VEHICLE LOCATION, BID FILE 8845 copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, including Performance Bond, if required, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. For the estimated monetary consideration of ONE MILLION, TWO HUNDRED EIGHTY-EIGHT THOUSAND, FIVE HUNDRED TWENTY-FIVE DOLLARS AND TWENTY-EIGHT CENTS (\$1,288,525.28), as set forth in the Bid Proposal, the Contractor promises and agrees to furnish or cause to be furnished, in a new and working condition, and to the satisfaction of the City, and in strict accordance with the Specifications, all of the items as set forth in the Contract Documents.

3. The City accepts the Contractor's Bid Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

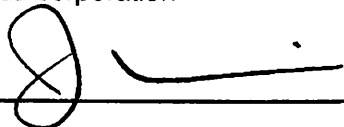
4. INDEMNIFICATION: The Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by the City, the 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 Contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether the 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 solely by the active negligence or by the willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.


THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS CONTRACT.

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

RADIO SATELLITE INEGRATORS, INC.
a Florida corporation

CITY OF FRESNO
a Municipal Corporation

By: 

By: 

Jonathan Michel
(Type or print Written Signature.)

Title: Acting Purchasing Manager

Dated: 7/10/07

Title: President

Dated: 5/29/07


APPROVED AS TO FORM:

ATTEST:

JAMES C. SANCHEZ
City Attorney

REBECCA E. KLISCH
City Clerk

By:  7-09-07
Deputy Robert R. Coyle

By:  (7/10/07)
Deputy

By: 

NAME: Brian Burda

Title: Secretary

Date: 5-29-07