

Solar Real Time Digital Displays, Bid File No. 9663

PRODUCT REQUIREMENTS CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation, hereinafter called the "City," and Way Sine, LLC, hereinafter called the "Contractor," as follows:

1. **CONTRACT DOCUMENTS**. 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 Solar Real Time Digital Displays (Bid No. 9663) copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. **PRICE**. For the estimated monetary consideration of FIVE HUNDRED SEVENTY-ONE THOUSAND DOLLARS AND ZERO CENTS (\$571,000), as set forth in the Bid Proposal, Contractor promises and agrees to furnish or cause to be furnished, in a new and working condition, and to the satisfaction of City, and in strict accordance with the Specifications, all of the items as set forth in the Contract Documents.

3. **PAYMENT**. City accepts 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. Contractor agrees to accept electronic payment from the City.

4. **INDEMNIFICATION**: To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), 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 Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor 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 Contract.

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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.

Way Sine, LLC

CITY OF FRESNO,
a California municipal corporation

– DocuSigned by:

Karl Marx
By:

By: _____

Name: Karl Chang

(Type or print written signature.)

Title: Managing Member

Dated: 11/7/2022

By: _____

Name: _____
(Type or print written signature.)

Title: _____

Dated: _____

By: _____
[Name], Purchasing Manager
Finance Department

Dated: _____

Dated: _____

ATTEST:
TODD STERMER,
City Clerk

By: _____
Deputy

No signature of City Attorney required. Standard Document #FIN 4.0 has been used without modification, as certified by the undersigned.

By: _____

[City Certifier Name]
[City Certifier Title]
Finance Department

City address:

City of Fresno
2223 G Street
Fresno, CA 93706