

## SERVICE REQUIREMENTS CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and NATIONAL EXPRESS TRANSIT CORPORATION, (Contractor), 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: REQUEST FOR PROPOSALS FOR REQUIREMENTS CONTRACT FOR ADA PARATRANSIT SERVICES, BID FILE NO. 9524 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 maximum monetary consideration of TWENTY-FIVE MILLION ONE HUNDRED EIGHTY-THREE THOUSAND THREE HUNDRED NINETY-THREE DOLLARS AND FIFTY-TWO CENTS (\$25,183,393.52), 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 the City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. The City accepts the Contractor's 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, based on the actual service provided by the Contractor. At no time and under no circumstances will the City make payment to the Contractor for cancelled, skipped, missed, or otherwise unperformed work. The Contractor agrees to accept electronic payment from the City.

4. INDEMNIFICATION. To the furthest extent allowed by law, including but not limited to California Civil Code section 2782, 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) and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If the Contractor should subcontract all or any portion of the services to be performed under this Agreement, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the 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.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the 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.

CITY OF FRESNO,  
A California municipal corporation

By: Melissa Perales  
CE4CF5EAB18D40B...  
MELISSA PERALES  
Purchasing Manager

Dated: 11/3/2020

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN

City Attorney  
By: Brandon Collet 11/3/2020  
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BRANDON COLLET Date  
Senior Deputy City Attorney

ATTEST:  
YVONNE SPENCE, MMC  
City Clerk

By: Marco Martinez 11/4/2020  
B0534891E7C44A0...  
Deputy

Addresses:  
CITY:  
City of Fresno  
Attention: Sandra Gamez  
Senior Procurement Specialist  
2600 Fresno Street  
Fresno, CA 93721  
Phone: (559) 621-1169  
FAX: (559) 457-1265

NATIONAL EXPRESS TRANSIT  
CORPORATION

By: [Signature]  
Name: Gary L. Waits Jr.

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

REVIEWED BY:

\_\_\_\_\_

CONTRACTOR:  
National Express Transit Corporation  
Attention: Peter Greenberg  
Director of Business Development  
15914 SE 29<sup>th</sup> Street  
Vancouver, WA 98683  
Phone: (480)468-4880

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the 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.

CITY OF FRESNO,  
A California municipal corporation

By: Melissa Perales  
CE40F5EAB18D46B...  
MELISSA PERALES  
Purchasing Manager

Dated: 11/3/2020

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: Brandon Collet 11/3/2020  
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BRANDON COLLET  
Senior Deputy City Attorney

ATTEST:  
YVONNE SPENCE, MMC  
City Clerk

By: Marco Martinez 11/4/2020  
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Deputy

Addresses:

CITY:  
City of Fresno  
Attention: Sandra Gamez  
Senior Procurement Specialist  
2600 Fresno Street  
Fresno, CA 93721  
Phone: (559) 621-1169  
FAX: (559) 457-1265

NATIONAL EXPRESS TRANSIT  
CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: Dorothy G. Caples

Name: DOROTHY G. CAPLES

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

REVIEWED BY:

[Signature]

CONTRACTOR:

National Express Transit Corporation  
Attention: Peter Greenberg  
Director of Business Development  
15914 SE 29<sup>th</sup> Street  
Vancouver, WA 98683  
Phone: (480)468-4880