

FRESNO AREA EXPRESS (FAX) TITLE VI ON-CALL CONSULTING SERVICES

**PROFESSIONAL CONSULTANT SERVICES
CONTRACT FOR RFP NO. 12300935
CITY OF FRESNO, CALIFORNIA**

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California Municipal corporation (CITY), and Transportation Management and Design, Inc., A California corporation (CONSULTANT), as follows:

1. **CONTRACT DOCUMENTS.** The “Notice Inviting Proposals,” “Instructions to Proposers,” “Proposal” and the “Specifications” including “Federal Conditions”, for the following: Fresno Area Express (FAX) Title VI On-Call Consulting Services No. 12300935, 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 of up to One Hundred Eighty-Five Thousand DOLLARS AND NO CENTS (\$185,000), as set forth in the Proposal, CONSULTANT promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.
3. **PAYMENT.** The CITY accepts the CONSULTANT’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. The CONSULTANT agrees to accept electronic payment from the CITY.
4. **INDEMNIFICATION.** To the furthest extent allowed by law, 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.

5. The City Manager, or designee, is hereby authorized and directed to execute and implement 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 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

TRANSPORTATION MANAGEMENT
AND DESIGN, INC.

A California corporation

By: _____
Gregory A. Barfield Date
Director of Transportation

DocuSigned by:
By: China Langer 1/23/2023
13F54CB1FF5048B...
China Langer

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: President
(if corporation or LLC, Board Chair,
Pres. or Vice Pres.)

DocuSigned by:
By: Pauline Brickey 1/31/2023
90AD386B875E4B9... Date
Pauline Brickey
Deputy City Attorney

DocuSigned by:
By: Melody Kitchens 1/23/2023
120325F47A2E4F7...
Melody Kitchens

Title: Secretary
(if corporation or LLC, Board Chair,
Pres. or Vice Pres.)

ATTEST:
TODD STERMER
City Clerk

By: _____
Deputy Date

REVIEWED BY:
DocuSigned by:
China Langer 1/23/2023
13F54CB1FF5048B...

Addresses:
CITY:
City of Fresno
Attention: Linda Taylor,
Administrative Manager 2223 G St.
Fresno, CA 93706
Phone: (559) 621-4541
FAX: (559) 488-1065

CONTRACTOR:
Transportation Management & Design,
Inc.,
Attention: China Langer
President
2701 Loker Ave. West
Carlsbad, CA 92010
Phone: (760) 476-9600 ext. 111
FAX: (760) 476-9602