

Request for Proposals – Professional Consultant Services for Feasibility Study
RFP No. 12600257

SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and Flexlynqs, LLC (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: Professional Consultant for On-Demand Feasibility Study (Request for Proposals No. 12600257) 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 THREE HUNDRED NINETY-FIVE DOLLARS AND NO CENTS (\$395,000), 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.** City accepts 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.

4. **INDEMNIFICATION.** To the furthest extent allowed by law, 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), 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 CONTRACTOR, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If CONTRACTOR should subcontract all or any portion of the services to be performed under this Agreement, 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 Agreement.

[Signatures follow on the next page.]

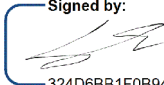
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IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution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

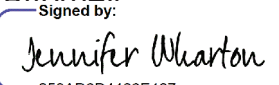
CITY OF FRESNO,
a California municipal corporation

Flexlynqs, LLC

By: _____
Georgeanne A. White
City Manager

Signed by: 
By: _____ 10/8/2025
324D6BB1F0B94C7...
Santosh Mishra
President, CEO Date

APPROVED AS TO FORM:
ANDREW JANZ

City Attorney
Signed by: 
By: _____ 10/8/2025
250AD6D4466E467...
Jennifer M. Wharton Date
Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Date
Deputy

Addresses:
CITY:
City of Fresno
Attention: Richard Baldon
Project Manager
2223 G Street
Fresno, CA 93706
Telephone: (559) 621-1408
E-Mail: Richard.Baldon@fresno.gov

CONTRACTOR:
Flexlynqs, LLC
Attention: Santosh Mishra
President and CEO
39899 Balentine Drive, Suite 200
Newark, CA 94560
Telephone: (321) 451-7694
E-Mail: Santosh.Mishra@flexlynqs.com