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. <u>CONTRACT DOCUMENTS</u>. 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: <u>Professional Consultant for On-Demand Feasibility Study (Request for Proposals No. 12600257)</u> 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. <u>PRICE</u>. For the monetary consideration of <u>THREE HUNDRED NINETY-FIVE DOLLARS AND NO CENTS (\$395,000)</u>, 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. <u>PAYMENT</u>. 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. <u>INDEMNIFICATION</u>. 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	By:
APPROVED AS TO FORM: ANDREW JANZ City Attorney  By: Junifor Warton 10/8/2025 Jennifer M. Wharton Date Deputy City Attorney	
ATTEST: TODD STERMER, MMC City Clerk By:	
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: Flexlyngs, LLC Attention: Santosh Mishra President and CEO 39899 Balentine Drive, Suite 200 Newark, CA 94560 Telephone: (321) 451-7694 E-Mail: Santosh.Mishra@flexlyngs.com