

SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and INTUEOR CONSULTING, INC. (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: COMPUTER AIDED DISPATCH AND AUTOMATED VEHICLE LOCATION (CAD/AVL) CONSULTANT, BID FILE NO. 3645, 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 EIGHTY-SEVEN THOUSAND SIXTY-THREE DOLLARS AND SIXTY-EIGHT CENTS (\$387,063.68), 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. 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), 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) incurred by the City, the 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), 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 work to be performed under this Contract, 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.

5. FEDERAL REQUIREMENTS. The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA). If FTA requires any change to this Contract to comply with its requirements, both parties agree to amend the Contract as required by FTA. If such changes cause an increase or decrease in the work to be

performed by the Contractor or the time for such performance, then the compensation to be paid the Contractor and time of performance shall be equitably adjusted.

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 Consultant's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,
A California municipal corporation

INTUEOR CONSULTING,
INC.,

By: _____
Melissa Perales,
Purchasing Manager

By: _____
Name: Vijender Mididaddi

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: Managing Partner
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____ 6/10/20
Brandon M. Collet Date
Senior Deputy City Attorney

By: _____
Name: Sreeni Malireddy

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

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

By: _____
Deputy Date

REVIEWED BY:
Vijender Mididaddi

Addresses:
CITY:
City of Fresno
Attention: Sandra Gamez
Senior Procurement Specialist
2600 Fresno St.
Fresno, CA 93721
Telephone: (559) 621-1169
Facsimile (559) 457-1265

CONSULTANT:
Intueor Consulting, Inc.,
Attention: Vijender Mididaddi
7700 Irvine Center Dr., Suite 610
Irvine, CA 92618
Telephone: 1 (949) 753-9010
Facsimile: 1 (949) 753-9014