



1           2.     The term of this Agreement shall commence on June 15, 2012  
2 (which is the commencement date of the Purchase Order) and shall end on June 15,  
3 2013, provided, however, that City shall have the right to terminate this Agreement  
4 without penalty and without cause by giving thirty (30) days prior notice to Consultant.

5           3.     Insurance.

6           A.     As a condition precedent to the effectiveness of this  
7 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
8 duration of this Agreement, from insurance companies that are admitted to write  
9 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
10 Company or from authorized non-admitted insurance companies subject to  
11 Section 1763 of the California Insurance Code and that have ratings of or  
12 equivalent to A:VIII by A.M. Best Company, the following insurance:

13                   (a)   Commercial general liability insurance (equivalent in  
14 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
15 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
16 coverage shall include but not be limited to broad form contractual liability, cross  
17 liability, independent contractors liability, and products and completed operations  
18 liability. City, its boards and commissions, and their officials, employees and  
19 agents shall be named as additional insureds by endorsement (on City's  
20 endorsement form or on an endorsement equivalent in scope to ISO form CG 20  
21 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both  
22 CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain no special  
23 limitations on the scope of protection given to City, its boards and commissions,  
24 and their officials, employees and agents. This policy shall be endorsed to state  
25 that the insurer waives its right of subrogation against City, its boards and  
26 commissions, and their officials, employees and agents.

27                   (b)   Workers' Compensation insurance as required by the  
28 California Labor Code and employer's liability insurance in an amount not less

1 than \$1,000,000. This policy shall be endorsed to state that the insurer waives its  
2 right of subrogation against City, its boards and commissions, and their officials,  
3 employees and agents.

4 (c) Professional liability or errors and omissions insurance in  
5 an amount not less than \$1,000,000 per claim.

6 (d) Commercial automobile liability insurance (equivalent in  
7 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
8 amount not less than \$500,000 combined single limit per accident.

9 B. Any self-insurance program, self-insured retention, or  
10 deductible must be separately approved in writing by City's Risk Manager or  
11 designee and shall protect City, its officials, employees and agents in the same  
12 manner and to the same extent as they would have been protected had the policy  
13 or policies not contained retention or deductible provisions.

14 C. Each insurance policy shall be endorsed to state that  
15 coverage shall not be reduced, non-renewed or canceled except after thirty (30)  
16 days prior written notice to City, shall be primary and not contributing to any other  
17 insurance or self-insurance maintained by City, and shall be endorsed to state that  
18 coverage maintained by City shall be excess to and shall not contribute to  
19 insurance or self-insurance maintained by Consultant. Consultant shall notify City  
20 in writing within five (5) days after any insurance has been voided by the insurer or  
21 cancelled by the insured.

22 D. If this coverage is written on a "claims made" basis, it must  
23 provide for an extended reporting period of not less than one hundred eighty (180)  
24 days, commencing on the date this Agreement expires or is terminated, unless  
25 Consultant guarantees that Consultant will provide to City evidence of  
26 uninterrupted, continuing coverage for a period of not less than three (3) years,  
27 commencing on the date this Agreement expires or is terminated.

28 E. Consultant shall require that all subconsultants or contractors

1 that Consultant uses in the performance of these services maintain insurance in  
2 compliance with this Section unless otherwise agreed in writing by City's Risk  
3 Manager or designee.

4 F. Prior to the start of performance, Consultant shall deliver to  
5 City certificates of insurance and the endorsements for approval as to sufficiency  
6 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of  
7 the insurance, furnish to City certificates of insurance and endorsements  
8 evidencing renewal of the insurance. City reserves the right to require complete  
9 certified copies of all policies of Consultant and Consultant's subconsultants and  
10 contractors, at any time. Consultant shall make available to City's Risk Manager  
11 or designee all books, records and other information relating to this insurance,  
12 during normal business hours.

13 G. Any modification or waiver of these insurance requirements  
14 shall only be made with the approval of City's Risk Manager or designee. Not  
15 more frequently than once a year, City's Risk Manager or designee may require  
16 that Consultant, Consultant's subconsultants and contractors change the amount,  
17 scope or types of coverages required in this Section if, in his or her sole opinion,  
18 the amount, scope or types of coverages are not adequate.

19 H. The procuring or existence of insurance shall not be  
20 construed or deemed as a limitation on liability relating to Consultant's  
21 performance or as full performance of or compliance with the indemnification  
22 provisions of this Agreement.

23 4. Indemnity.

24 A. Consultant shall indemnify, protect and hold harmless City, its  
25 Boards, Commissions, and their officials, employees and agents ("Indemnified  
26 Parties"), from and against any and all liability, claims, demands, damage, loss,  
27 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
28 costs and expenses, including attorneys' fees, court costs, expert and witness

1 fees, and other costs and fees of litigation, arising or alleged to have arisen, in  
2 whole or in part, out of or in connection with (1) Consultant's breach or failure to  
3 comply with any of its obligations contained in this Agreement, or (2) negligent or  
4 willful acts, errors, omissions or misrepresentations committed by Consultant, its  
5 officers, employees, agents, subcontractors, or anyone under Consultant's control,  
6 in the performance of work or services under this Agreement (collectively "Claims"  
7 or individually "Claim").

8 B. In addition to Consultant's duty to indemnify, Consultant shall  
9 have a separate and wholly independent duty to defend Indemnified Parties at  
10 Consultant's expense by legal counsel approved by City, from and against all  
11 Claims, and shall continue this defense until the Claims are resolved, whether by  
12 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
13 breach, or the like on the part of Consultant shall be required for the duty to defend  
14 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
15 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
16 in the defense.

17 C. If a court of competent jurisdiction determines that a Claim  
18 was caused by the sole negligence or willful misconduct of Indemnified Parties,  
19 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
20 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
21 percentage of willful misconduct attributed by the court to the Indemnified Parties.

22 D. The provisions of this Section shall survive the expiration or  
23 termination of this Agreement.

24 5. Any notice which, under the terms of the Agreement, must be given  
25 or made by either party, shall be in writing and personally delivered or deposited in the  
26 U.S. Postal Service, certified or registered mail, return receipt, addressed to Consultant  
27 at the address first stated above and to City at 333 West Ocean Boulevard, 13th Floor,  
28 Long Beach, CA 90802 Attn: City Manager.

1 Notice or other communication shall be deemed to have been given or  
2 made on the date personal delivery is made or the date shown on the return receipt.  
3 Addresses for notice may be changed at any time by giving thirty (30) days prior notice.

4 6. This Agreement may be changed only by a written amendment  
5 executed by the authorized representative of the parties. No amendment or modification  
6 shall be made by course of performance, course of dealing or usage of trade. This  
7 Agreement shall be governed by the laws of the State of California, excluding those laws  
8 relating to conflicts of laws.

9 7. Consultant shall not assign or transfer this Agreement without the  
10 prior written consent of City. Any transfer or assignment without City's prior written  
11 consent shall constitute a material default of this Agreement and shall be void ab initio.

12 8. If one or more of the provisions contained in this Agreement are, for  
13 any reason, held to be unenforceable under the laws of California, such unenforceability  
14 shall not effect any other provision of this Agreement.

15 9. In connection with performance of this Agreement and subject to  
16 federal laws, rules and regulations, Consultant shall not discriminate in employment or in  
17 the performance of this Contract on the basis of race, religion, national origin, color, age,  
18 sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. It is the  
19 policy of the City to encourage the participation of Disadvantaged, Minority and Women-  
20 Owned Business Enterprises, and the City encourages Consultant to use its best efforts  
21 to carry out this policy in the award of all subcontracts.

22 10. The acceptance of services or the payment of money by City shall  
23 not operate as a waiver of any provision of this Agreement, or of any right to damages.  
24 The waiver of a breach shall not constitute a waiver of any other or subsequent breach.

25 11. If there is any legal proceeding between the parties to enforce or  
26 interpret this Agreement or to protect or establish any rights or remedies under this  
27 Agreement, then the prevailing party shall be entitled to its reasonable attorney's fees  
28 and court costs.

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12. If there is any conflict between the Purchase Order and this Agreement, then this Agreement shall govern.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed with all formalities required by law as of the date first stated above.

JTB SUPPLY COMPANY, INC., a California corporation

JUNE 7, 2012

By [Signature]  
President

JEFF YORK

Type or Print Name

JUNE 7, 2012

By [Signature]

Teri York

Secretary  
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation **Assistant City Manager**

7.3, 2012

By [Signature]

City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on June 11, 2012.

ROBERT E. SHANNON, City Attorney

By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

# EXHIBIT "A"



City of Long Beach  
 City Purchasing Agent  
 333 W. Ocean Blvd./7th Floor  
 Long Beach, CA 90802

# PURCHASE ORDER

BPO ID: BPPW10000059

PRINT DATE: 12/16/2011

PAGE: 01

\*\* REVISED \*\*

JTB SUPPLY CO INC

MATT PIEPER  
 1030 N BATAVIA AVE #A  
 ORANGE CA 92867

SHIP TO:  
 AS SPECIFIED ON INDIVIDUAL ORDERS

PLEASE REFER ALL QUESTIONS  
 CONCERNING THIS ORDER TO:  
 LENORE BLUEFORD  
 TEL: (562)570-5384

ITB ID	EXPR DATE	F.O.B. POINT	DISCOUNT TERMS	CONTRACT AMOUNT
	06/15/2012	DESTINATION	NET 30	325,000.00

TERMS:

REVISION TWO IS ISSUED TO INCORPORATE THE FOLLOWING CHANGES:  
 ADDING \$160,000 FOR A NEW PO AMOUNT OF \$325,000 PER COUNCIL APPROVAL  
 ON 12/6/11.

REVISION ONE IS ISSUED TO INCORPORATE THE FOLLOWING CHANGES:  
 FIRST RENEWAL OPTION IS HEREBY EXERCISED EXTENDING PO AN ADDITIONAL  
 12 MONTHS TO 06/15/12; NO PRICE INCREASE. (PO AMT INCREASE BY \$75K)  
 TOTAL ON BLANKET \$165K. REFER CM# 3130.

TERM ORDER FOR THE PERIOD COMMENCING 06/15/10 TO 06/15/11 FOR  
 FURNISHING AND DELIVERING LED TRAFFIC MODULES AND RELATED EQUIPMENT  
 TO THE CITY OF LONG BEACH IN ACCORDANCE WITH BID #PA-01410 AND WITH  
 DEPARTMENT NEEDS AND/OR FUND AVAILABILITY.

EXTENSION OPTION:  
 CONTINUED, NEXT PAGE

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562/570-6200.



City of Long Beach  
 City Purchasing Agent  
 333 W. Ocean Blvd./7th Floor  
 Long Beach, CA 90802

# PURCHASE ORDER

BPO ID: BPPW10000059

PRINT DATE: 12/16/2011

PAGE: 02

\*\* REVISED \*\*

THIS CONTRACT IS SUBJECT TO EXTENSION FOR TWO ADDITIONAL ONE (1) YEAR PERIODS FROM THE DATE OF EXPIRATION OF THIS CONTRACT, AT THE OPTION OF THE CITY, IN ACCORDANCE WITH THE OPTION GRANTED IN YOUR BID. PRICE INCREASE SHALL NOT EXCEED 5 % DURING FIRST EXTENSION PERIOD. PRICE INCREASE SHALL NOT EXCEED 7 % DURING SECOND EXTENSION PERIOD.

VENDOR CONTACT: MATT PIEPER

PHONE: 714 639 9498 CELL: 714 936 2924

FAX: 714 639 9488

E-MAIL: MATT@JTBSUPPLYCO.COM

ITEM COMMODITY ID	U/M	UNIT COST
001 550-89		

----- END OF ITEM LIST -----

THIS BLANKET PURCHASE ORDER IS BEING SENT TO YOU FOR YOUR FILES. EACH DEPT THAT USES THE BPO WILL CREATE THEIR OWN PO RELEASE AGAINST THE BPO. PO RELEASE WILL BE SENT TO YOU EITHER VIA US MAIL OR FAX. THE CITY PURCHASING AGENT'S SIGNATURE WILL NOT APPEAR ON THE RELEASE; AN AUTHORIZED PERSON IN THAT DEPT WILL SIGN THE RELEASE. SHIPMENT OR SERVICE SHALL BE MADE AGAINST THE RELEASE PO NUMBER.

THIS BPO NUMBER SHOULD NOT BE USED ON THE INVOICE. ONLY THE PO NUMBER PROVIDED BY THE USING DEPARTMENT SHOULD BE USED. FAILURE TO OBTAIN THE PO NUMBER AND PROVIDE THAT NUMBER TO THE CITY ON ALL INVOICES WILL RESULT IN DELAYS IN PAYMENT.

THE GENERAL CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE. QUESTIONS REGARDING THIS BLANKET PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS SHOWN ON THE BPO.

ISSUANCE OF THE PURCHASE ORDER BY THE CITY CONSTITUTES ACCEPTANCE OF SUPPLIER'S OFFER ON THE TERMS AND CONDITIONS STATED HEREIN AND IN ANY ADDENDUM HERETO.  
 CONTINUED, NEXT PAGE



City of Long Beach  
 City Purchasing Agent  
 333 W. Ocean Blvd./7th Floor  
 Long Beach, CA 90802

# PURCHASE ORDER

BPO ID: BPPW10000059

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\*\* REVISED \*\*

TOTAL ESTIMATED EXPENDITURES (CONTRACT AMOUNT) ARE NOTED HEREIN. THE CONTRACT AMOUNT SHALL NOT BE EXCEEDED, INCLUDING TAX, WITHOUT WRITTEN AUTHORIZATION.

PRICES SHALL BE IN ACCORDANCE WITH THOSE EXTENDED TO OTHER GOVERNMENTAL AGENCIES. APPLICABLE STATE AND COUNTY SALES TAX WILL BE ADDED TO INVOICE.

THIS PURCHASE ORDER AMOUNT IS ONLY AN ESTIMATE. THE CITY NEITHER WARRANTS NOR GUARANTEES THAT THE TOTAL PURCHASE ORDER AMOUNT WILL BE REACHED.

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: 12-16-2011

\*\*\*\*\* LAST PAGE \*\*\*\*\*