

Robert E. Shannon
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1 **THIRD AMENDMENT TO AGREEMENT NO. 28025**

2 **28025**

3 This Third Amendment to Agreement No. 28025 is authorized pursuant to a
4 minute order adopted by the City Council of the City of Long Beach at its meeting held on
5 November 21, 2006 between PINNACLE TECHNOLOGIES, INC., a corporation and
6 successor in interest to CONDOR EARTH TECHNOLOGIES ("Consultant"), and the CITY
7 OF LONG BEACH, a municipal corporation ("City"), collectively referred to as the parties.

8 WHEREAS, Agreement No. 28025 dated November 18, 2002, was entered
9 into between the parties for specialized subsidence leveling survey design services; and

10 WHEREAS, Agreement No. 28025 was amended November 6, 2003 for an
11 additional year of survey support for biannual mobile GPS surveys; and

12 WHEREAS, Agreement No. 28025 was amended effective August 1, 2004,
13 to provide for the design and installation of two additional fixed global positioning stations,
14 for support and maintenance of the fixed stations monitoring system, and for semi-annual
15 mobile GPS surveys.

16 WHEREAS, the parties desire to further amend Agreement No. 28025 to
17 enhance; professional support, repair, replacement and upgrades of the Long Beach GPS
18 Deformation Network, professional support for the Semi-Annual Mobile GPS Elevation and
19 Hot-Spot Survey, to extend the term of the Agreement through July 31, 2009 and to
20 increase the contract funding to an amount not to exceed \$927,000.

21 NOW, THEREFORE, the parties mutually agree as follows:

22 1. Section 1 of Agreement No. 28025 is hereby amended in its entirety to
23 read:

24 "1. SCOPE OF WORK OR SERVICES.

25 A. Consultant shall furnish specialized services more particularly set forth in
26 Exhibits "A3 - 1.1, A3 - 1.2 and A3 - 1.3", in accordance with the standards of the
27 profession, City shall pay for said services in the manner as described in Exhibits "A3 - 1.2,
28 A3 - 1.3 and A3 - 2" all Exhibits identified herein are attached hereto and incorporated

1 herein by this reference.

2 B. Consultant may select the time and place of performance hereunder
3 provided, however, that access to City documents, records, and the like, if needed by
4 Consultant, shall be available only during City's normal business hours and provided that
5 milestones for performance, if any, are met.

6 C. City shall pay Consultant in due course of payments following receipt from
7 Consultant and approval by City of invoices showing each of the services or tasks
8 performed. Consultant will also submit monthly invoices to the City for the service and
9 maintenance of the fixed GPS array and 3D Tracker system. Additionally, Consultant will
10 submit an invoice at the conclusion of professional survey support for each biannual mobile
11 GPS survey. Consultant shall certify on the invoices that Consultant has performed the
12 services in full conformance with this Agreement and is entitled to receive payment."

13 2. Section 2 of Agreement No. 28025 is amended in its entirety to read:

14 "2. TERM. The term of Agreement No. 28025 shall commence at midnight
15 on August 1, 2004 and shall terminate at 11:59 p.m. on July 31, 2009, unless sooner
16 terminated as provided in this Agreement."

17 3. Section 22 of Agreement No. 28025 is hereby amended in its entirety to
18 read:

19 "22. NOTICES. Any notice or approval required hereunder by either party
20 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
21 class, postage prepaid, addressed to Pinnacle Technologies, Inc., 600 Townsend Street,
22 Suite 160W, San Francisco, California 94103, www.pinntech.com, and to the City at 211
23 East Ocean Boulevard, Suite 500, Long Beach, California 90802, Attention: Director of Oil
24 Properties. Notice of change of address shall be given in the same manner as stated
25 herein for other notices. Notice shall be deemed given on the date deposited in the mail
26 or on the date personal delivery is made, whichever first occurs."

27 4. Section 28 of Agreement No. 28025 is hereby amended in its entirety to
28 read:

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"28. TAX REPORTING. As required by federal and state law, City is obligated to and will report the payment of compensation to Consultant on Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Consultant's Employer Identification Number is [REDACTED]"

All terms, covenants, and conditions of the Agreement and amendments thereto, except as amended herein, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment.

PINNACLE TECHNOLOGIES, INC., a corporation

2/0, 2007

By [Signature]

Title CFO & VP

_____, 2007

By _____

Title _____

"Consultant"

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CITY OF LONG BEACH, a municipal corporation

3.5., 2007

By 
City Manager

"City"

Approved as to form this 13th day of February, 2007

ROBERT E. SHANNON, City Attorney

By 
Principal Deputy

EXHIBITS

Exhibit A3 - 1.1

Professional Support for Long Beach GPS Deformation Network (LBDN) includes:

- Hardware and software maintenance including automatic upgrades for new versions of Pinnacle GPS and 3D Tracker software are to be at no charge. LBGO is financially responsible for needed hardware replacements.
- Monthly Reports are to include a summary review of Base Station and Network performance, and a six-month graphic presentation of individual base station elevation data generated by the GPS network. A downloadable Excel Spreadsheet of daily average elevations for each Base Station is to be included with each report.
- Daily integrity monitoring of the network via VPN access with immediate LBGO notification of system, individual station, and/or server failure, issues and problems is required.
- Up to four visits per contract year for network troubleshooting, upgrades or as requested by LBGO are included. Additional trips are to be billed at time and travel. Should it be required, overnight stay is to be approved by LBGO either before arrival or onsite.
- All replaced network equipment, tools, and repair equipment purchased for network maintenance and billed to LBGO is to be delivered to LBGO. All Long Beach onsite purchases of equipment and tools are to be billed at purchase price.
- Itemized estimates are required for hardware repair and/or replacement, and network upgrades. They must specify dollar amounts for: Equipment and Materials, Labor (system integration), Shipping and Freight, and Overnight per Diem, and Pinnacle "mark-ups."
- The LBDN 3D Tracker Website for Public Access is to be re-established and maintained. The site may be placed on and be selected from the Pinnacle Home Web Site, but its design must be approved by LBGO.
- If the number of Permanent Base Stations changes from thirteen (13), the dollar amount for Professional Support will be adjusted either up or down based on the current monthly cost per station.
- If Single Frequency Stations are installed, the additional Professional Support cost is listed below.

Price Schedule: August 2006 through July 2009

| Base Stations | | | | |
|----------------------|---------------------|---------------------|------------------|--------------------------|
| Year | Monthly Cost | Monthly Cost | Cost | Notes: |
| | Per Station | 13 Stations | Per Year | |
| 8/06 - 7/07 | \$488 | \$6,344 | \$76,128 | Existing Contract |
| 8/07 - 7/08 | \$525 | \$6,825 | \$81,900 | 8% |
| 8/08 - 7/09 | \$540 | \$7,020 | \$84,240 | 3% |
| | | | | |
| | | Total Cost | \$242,268 | |

| Single Frequency Stations | | | | |
|----------------------------------|---------------------|---------------------|-----------------|--------------------------|
| Year | Monthly Cost | Monthly Cost | Cost | Notes |
| | Per Station | 4 Stations | Per Year | |
| 8/06 - 7/07 | \$300 | \$1,200 | \$14,400 | Existing Contract |
| 8/07 - 7/08 | \$350 | \$1,400 | \$16,800 | 17% |
| 8/08 - 7/09 | \$360.50 | \$1,442 | \$17,304 | 3% |
| | | | | |
| | | | \$48,504 | |

Combined Total Cost \$290,772

Exhibit A3 - 1.2

Professional Support for Semi-Annual Mobile GPS Elevation Survey and Hot-Spot Surveys includes:

Semi-Annual Survey (only):

- One site visit at the start of each survey to meet with LBGO personnel, program receivers (data file size script), and insert memory cards.
- Guidance and recommendations for future mobile campaign strategies.

Hot-Spot Survey (only): LBGO may require up to four (4) Hot-Spot Surveys during a contract year. Each survey will include no more than twenty (20) benchmarks.

- If the City requests Pinnacle to install or collect data cards, each additional trip(s) charged at one day time and travel expense with no overnight expense.

Semi-Annual Survey and Hot-Spot Survey (both): The following are required.

- Phone and e-mail support throughout campaign.
- Processing of all GPS Data.
- Generation of a certified report summarizing the results of the Campaign.
- If the City requests Pinnacle to collect data cards, additional trip(s) charged at one day time and travel expense without overnight expense.

Price Schedule: August 2006 through July 2009

| Year | Cost per Semi-annual Survey (2) | Cost per Hot-Spot Survey (4) (If required by LBGO) | Total Cost per Year Semi & Hot-Spot | Notes |
|-------------------|---------------------------------|-------------------------------------------------------|----------------------------------------|------------------|
| 8/06 - 7/07 | \$18,300 | \$5,200 | \$57,400 | Existng Contract |
| 8/07 - 7/08 | \$19,500 | \$6,000 | \$63,000 | 11% Increase |
| 8/08 - 7/09 | \$20,085 | \$6,180 | \$64,890 | 3% Increase |
| Total Cost | \$115,770 | \$69,520 | \$185,290 | |

Exhibit A3 - 1.3

Long Beach GPS Deformation Network Repair, Replacement, Upgrade Cost Estimate 2006 - 2009

| | | | | | |
|---------------------------------------|-------------------------------|-------|-------------------------|------------------|-----------------|
| Base Station | | | | | |
| | GPS Receiver & Antenna | | \$25,500 | Inflation Factor | |
| | Radio & Antenna | | \$2,500 | 2006 | \$40,700 |
| | UPS | | \$700 | 2009 | \$50,000 |
| | Labor | | <u>\$12,000</u> | Average | <u>\$45,350</u> |
| | | Total | \$40,700 | | |
| | 7 Stations @ \$45,350 | | <u>\$317,450</u> | | |
| Single Frequency Station | | | | | |
| | Hardware | | \$16,250 | 2005 | \$18,750 |
| | Labor | | <u>\$2,500</u> | 2009 | <u>\$23,750</u> |
| | | Total | \$18,750 | Average | \$21,250 |
| | 4 Stations @ \$ 21,250 | | <u>\$85,000</u> | | |
| Server/Computer and Relocation | | | | | |
| | Hardware | | \$15,000 | 2006 | \$32,500 |
| | Communications | | \$7,500 | 2009 | \$40,000 |
| | Labor | | <u>\$10,000</u> | Average | <u>\$36,250</u> |
| | | Total | \$32,500 | | |
| | Total | | <u>\$36,250</u> | | |
| | Website Redesign | | <u>\$10,000</u> | | |
| | TOTAL 2006 - 2009 | | <u>\$448,700</u> | | |
| Inflation Factors: | | | | | |
| 05' to 09' | 1.26 | | | | |
| 06' to 09' | 1.23 | | | | |

Exhibit A3 - 2

**Fiscal Impact Details and Breakdown with
Related Purchase Orders**

| <u>Purchase Orders</u> | | <u>Status</u> | <u>October 1, 2006</u> | <u>Estimated Costs</u> <u>to July 31, 2009</u> | <u>Required New</u> <u>Funding</u> |
|-------------------------------------------------|--|----------------------|------------------------|---------------------------------------------------|---------------------------------------|
| | | | | | |
| BPLB03000162 | | (Open) | \$488,900 | \$291,000 | \$0 |
| <u>Professional Support LBDN</u> | | | | | |
| | | | | | |
| BPLB03000163 | | (Open) | \$149,700 | \$186,000 | \$36,300 |
| <u>Professional Support Semi-Annual</u> | | | | | |
| <u>and Hot Spot Surveys</u> | | | | | |
| | | | | | |
| BPOP05000003 | | (Expired 5/06) | \$0 | | |
| <u>New Equipment</u> | | | | | |
| | | | | | |
| <u>New, To Be Opened</u> | | | | | |
| <u>LBDN Repair, Replacement, Upgrade</u> | | | | | |
| | | | | \$450,000 | \$450,000 |
| | | | | | |
| | | <u>TOTALS</u> | | <u>\$927,000</u> | <u>\$486,300</u> |