



1           3.     The term of this Contract shall commence on May 15, 2022, and shall  
2 terminate at midnight on May 14, 2024 unless sooner terminated as provided herein. The  
3 City may terminate this Contract by giving thirty (30) days prior notice of termination to  
4 Contractor.

5           4.     Neither this Contract nor any of the moneys that may become due  
6 Contractor hereunder may be assigned without the prior written consent of City.

7           5.     Any notices required hereunder or desired to be given by either party  
8 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first  
9 class postage prepaid, addressed to Contractor at the address stated herein, and to City  
10 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice  
11 shall be deemed given on the date personal delivery is made or on the date of deposit in  
12 the mail, whichever first occurs.

13           6.     City shall have the benefit of any warranty from the manufacturer on  
14 the Trimble Alloy Global Navigation Satellite Systems, base station receivers, hardware  
15 and related software for subsidence monitoring activity, and Contractor warrants that the  
16 Trimble Alloy Global Navigation Satellite Systems, base station receivers, hardware and  
17 related software for subsidence monitoring activity are in good working order and free from  
18 defect at the time of delivery.

19           7.     Contractor shall not, except for moneys due and payable hereunder,  
20 assign its rights or delegate its duties hereunder, or any interest herein, or any portion  
21 hereof, without the prior written approval of City. Any attempted assignment or delegation  
22 shall be void, and any assignee or delegate shall acquire no right or interest by reason of  
23 such attempted assignment or delegation. Furthermore, Contractor shall not subcontract  
24 any portion of the performance required hereunder without the prior written approval of  
25 City.

26           8.     Miscellaneous.

27           A.     In connection with performance of this Agreement and federal  
28 laws, rules and regulations, Contractor shall not discriminate in employment or in

1 the performance of this Agreement on the basis of race, religion, national origin,  
2 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
3 disability.

4 B. This Agreement was created as a joint effort of both parties and  
5 neither it nor any part of it shall be construed against one party as the drafter.

6 C. This Agreement, including Exhibits, shall not be amended, nor  
7 any provision or breach hereof waived except in a writing signed by the parties which  
8 expressly refers to this Agreement.

9 D. This Agreement shall be governed by and construed pursuant  
10 to the laws of the State of California (except those provisions of California law  
11 pertaining to conflicts of laws). Any action involving this Agreement shall be brought  
12 in the Los Angeles County Superior Court, Long Beach Judicial District.

13 E. This Agreement, including Exhibits, constitutes the entire  
14 understanding between the parties and supersedes all other agreements, oral or  
15 written, or preprinted terms and conditions of the Purchase Order to the extent they  
16 are inconsistent with this Agreement, with respect to the subject matter herein.

17 F. In the event of any conflict or ambiguity between this  
18 Agreement and any Exhibit, the provisions of this Agreement shall govern.

19 G. If there is any legal proceeding between the parties to enforce  
20 or interpret this Agreement or to protect or establish any rights or remedies  
21 hereunder, the prevailing party shall be entitled to its costs and expenses, including  
22 reasonable attorney's fees.

23 H. The acceptance of any services or the payment of any money  
24 by City shall not operate as a waiver of any provision of this Agreement, or of any  
25 right to damages or indemnity stated herein. The waiver of any breach of this  
26 Agreement shall not constitute a waiver of any other or subsequent breach of this  
27 Agreement.

28 I. Termination of this Agreement shall not affect rights or liabilities




OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lona Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.

CALIFORNIA SURVEYING & DRAFTING  
SUPPLY, INC., a California corporation

\_\_\_\_\_  
May 23, 2022

By   
Name Tom Cardenas  
Title President

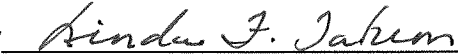
\_\_\_\_\_  
June 14, 2022

By   
Name Martin Trudelle  
Title Officer

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

\_\_\_\_\_  
June 29, 2022

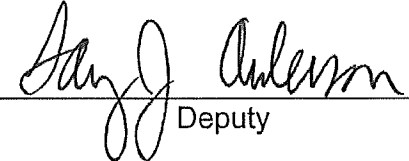
By   
City Manager

"City"

This Contract is approved as to form on June 22, 2022.

EXECUTED  
TO SECTION 301 OF  
THE CITY CHARTER.

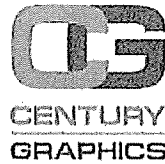
CHARLES PARKIN, City Attorney

By   
Deputy

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lana Beach, CA 90802-4664

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EXHIBIT "A"



Quote Name City of Long Beach: Trimble Alloy Ref Stations  
Quote  
Quote Number 00380801  
Expiration Date 6/15/2022

Account Name City of Long Beach  
Bill To 4801 Airport Plaza Dr  
Long Beach, CA 90815  
US  
Contact Name Taleah Quemada  
Phone (562) 570-3919  
Email taleah.quemada@longbeach.gov  
Ship To Name Energy Resources Department  
Ship To 2400 E. Spring Street  
Long Beach, CA 90806  
US

Prepared By Daniel McMahon  
Email [daniel.mcmahon@csdsinc.com](mailto:daniel.mcmahon@csdsinc.com)  
Mobile +1 17602714681  
Address 540 S Andreasen Dr, Ste A  
Escondido, CA  
92029

Quote Line Items - All Prices are in \$US

Material Number	Product Code	Product Description	Line Item Comment	List Price	Quantity	Sales Price	Total Price
556075	109100-10	Trimble Alloy Receiver and Zephyr 3 Geodetic Antenna One Year Warranty List Price \$16,015	Statewide Contract 1-21-66-03 Land Survey Products, Trimble Brand	16,015.00	7.00	14,413.50	100,894.50
556077	EWTAAP-ALLOY-HW	Warranty, Trimble Alloy Receiver Hardware Protection Plan - 1 Year Extended List Price \$865		860.00	28.00	778.50	21,798.00
575357	EWTAAP-ANT-HW	Warranty - Trimble Zephyr 3 Antenna Hardware Extended Warranty - Extended One Year List Price \$148		145.00	28.00	133.20	3,729.60
556079	109UPG-RTX	Trimble RTX correction service for Trimble Alloy Receiver List Price \$330		330.00	7.00	297.00	2,079.00
556081	109UPG-100HZ	Trimble Alloy Receiver upgrade to 100 Hz Data Rate List Price \$550		550.00	7.00	495.00	3,465.00
556082	109UPG-24GB	Trimble Alloy Receiver - Add 24GB Memory List Price \$830		830.00	7.00	747.00	5,229.00
646	GSP	CSDS Geospatial Support Plan - Premium Telephone And Online Support For Technical Software And Hardware Issues During And After Start Up Of Product		995.00	1.00	995.00	995.00

Totals

Subtotal 138,190.10  
Tax 10,341.69  
Total 148,531.79

Terms & Conditions



CALIFORNIA SURVEYING  
& DRAFTING SUPPLY



CENTURY  
GRAPHICS

Quote Name	City of Long Beach: Trimble Alloy Ref Stations Quote
Quote Number	00380801
Expiration Date	6/15/2022

Prices are quoted in US dollars. All Taxes and applicable freight charges are extra. Taxable items are: All hardware including rentals, parts, leases, and USB software keys. Non-taxable items are: Service labor, training, and network software keys. We accept Visa, Mastercard and American Express for payments up to \$2,500. Net 30 day payment terms are available upon completion and approval of a credit application. Products will be shipped to the destination specified by Customer, F.O.B. CSDS's Shipping point. Installation prices will be specified as separate line item on the quotation. All returns and exchanges must be made within 30 days of invoice. All returns subject to a 25% restocking fee. No cancellations, refunds, or exchanges on Special Order (including all Major Hardware, Mapping/Surveying/Construction/Geospatial Instruments and/or Software). All training must be completed within 90 days of invoice date. No refunds for training that is not performed within this time.

Signature

Print Name: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

Date MM/DD/YY: \_\_\_\_\_