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#### **CONTRACT**

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THIS CONTRACT is made and entered, in duplicate, as of April 29, 2022 for reference purposes only, pursuant to Resolution No. RES-22-0054, adopted by the City Council of the City of Long Beach at its meeting on April 12, 2022, by and between CALIFORNIA SURVEYING & DRAFTING SUPPLY, INC., a California corporation ("Contractor"), with a place of business at 4733 Auburn Blvd., Sacramento, California 95841, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the City requires Trimble Alloy Global Navigation Satellite Systems, base station receivers, hardware and related software for subsidence monitoring activity; and

WHEREAS, City did by Resolution No. RES-22-0054 determine that the City's need to purchase and deliver Trimble Alloy Global Navigation Satellite Systems, base station receivers, hardware and related software for subsidence monitoring activity could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

- 1. Contractor shall sell, furnish and deliver to City Trimble Alloy Global Navigation Satellite Systems, base station receivers, hardware and related software for subsidence monitoring activity attached hereto as Exhibit "A" and incorporated herein by reference, as authorized by Resolution No. RES-22-0054.
- 2. City shall pay Contractor in due course of payments, following receipt of an invoice from Contractor and upon acceptance from City, for Trimble Alloy Global Navigation Satellite Systems, base station receivers, hardware and related software for subsidence monitoring activity, the prices shown in Exhibit "A", an annual sum not to exceed One Hundred Forty Thousand Dollars (\$140,000) for a period of two (2) years.

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- 3. The term of this Contract shall commence on May 15, 2022, and shall terminate at midnight on May 14, 2024 unless sooner terminated as provided herein. The City may terminate this Contract by giving thirty (30) days prior notice of termination to Contractor.
- 4. Neither this Contract nor any of the moneys that may become due Contractor hereunder may be assigned without the prior written consent of City.
- Any notices required hereunder or desired to be given by either party 5. shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class postage prepaid, addressed to Contractor at the address stated herein, and to City at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice shall be deemed given on the date personal delivery is made or on the date of deposit in the mail, whichever first occurs.
- 6. City shall have the benefit of any warranty from the manufacturer on the Trimble Alloy Global Navigation Satellite Systems, base station receivers, hardware and related software for subsidence monitoring activity, and Contractor warrants that the Trimble Alloy Global Navigation Satellite Systems, base station receivers, hardware and related software for subsidence monitoring activity are in good working order and free from defect at the time of delivery.
- 7. Contractor shall not, except for moneys due and payable hereunder, assign its rights or delegate its duties hereunder, or any interest herein, or any portion hereof, without the prior written approval of City. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of such attempted assignment or delegation. Furthermore, Contractor shall not subcontract any portion of the performance required hereunder without the prior written approval of City.

#### 8. Miscellaneous.

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

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

- B. This Agreement was created as a joint effort of both parties and neither it nor any part of it shall be construed against one party as the drafter.
- C. This Agreement, including Exhibits, shall not be amended, nor any provision or breach hereof waived except in a writing signed by the parties which expressly refers to this Agreement.
- D. This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Any action involving this Agreement shall be brought in the Los Angeles County Superior Court, Long Beach Judicial District.
- E. This Agreement, including Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, or preprinted terms and conditions of the Purchase Order to the extent they are inconsistent with this Agreement, with respect to the subject matter herein.
- F. In the event of any conflict or ambiguity between this Agreement and any Exhibit, the provisions of this Agreement shall govern.
- G. If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.
- H. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated herein. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.
  - ١. Termination of this Agreement shall not affect rights or liabilities

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of the parties which accrued prior to termination and shall not extinguish any warranties.

- J. Contractor shall not use the name of City, its officials or employees in any advertising or solicitation for business nor as a reference without the prior written approval of City's City Manager.
- K. This Agreement is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.
- L. In performing hereunder, Contractor is and shall act as an independent contractor and neither Contractor nor its employees, agents, suppliers or subcontractors shall act as or be deemed employees, representatives or agents of City.
- M. Contractor shall comply with all applicable federal, state and local laws and regulations during performance hereunder.
- N. The terms and conditions of this Agreement are severable. If any term or condition is held invalid, void or unenforceable, the remaining terms and conditions shall be given effect.
- Ο. The division of provisions hereof into sections and the captions on those sections is for convenience only and shall not be considered in construing this Agreement.

1 IN WITNESS WHEREOF, the parties have signed this document with all the 2 formalities required by law as of the date first stated above. 3 CALIFORNIA SURVEYING & DRAFTING SUPPLY, INC., a California corporation 4 5 May 23\_\_, 2022 Name Tom Cardenas 6 Title President 7 June 14 2022 Name Martin Trudelle 8 Title Officer 9 "Contractor" 10 CITY OF LONG BEACH, a municipal 11 corporation OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach. CA 90802-4664 12 13 EXECUTED TO SECTION 301 OF 14 "City" THE CITY CHARTER 15 This Contract is approved as to form on 2022. 16 CHARLES PARKIN, City Attorney 17 18 19 20 21 22

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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

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	EWTAP-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	EWTAP-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
138,190.10	Subtotal
10,341.69	Тах
148,531,79	Total





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: