

CONTRACT
33494

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3 THIS CONTRACT is made and entered, in duplicate, as of July 29, 2014 for
4 reference purposes only, pursuant to Resolution No. RES-14-0064, adopted by the City
5 Council of the City of Long Beach at its meeting on July 22, 2014, by and between
6 ALLEN INSTRUMENTS & SUPPLIES ("Contractor"), with a place of business at 2940 E.
7 La Palma Avenue, Suite F, Anaheim, California 92806, and the CITY OF LONG BEACH
8 ("City"), a municipal corporation.

9 WHEREAS, the Long Beach Gas and Oil Department ("LBGO") monitors
10 surface elevations for oil field related subsidence control through thirteen permanent,
11 City-owned Global Positioning System ("GPS") base station receivers that collect data in
12 real time; and

13 WHEREAS, this information is augmented by the semi-annual mobile
14 surveying of 240 GPS benchmarks, collected from five portable monitoring receivers; and

15 WHEREAS, from 2011-2012, LBGO replaced all of its current GPS
16 receivers with Trimble NetR9 base station receivers and Trimble 8 rover receivers; and

17 WHEREAS, LBGO's current Real-Time Network (RTN) software is not
18 capable of using the new GPS receiver's ability to see the latest GPS satellites; and

19 WHEREAS, it is necessary to replace the current RTN software; and

20 WHEREAS, Allen Instruments & Supplies is the sole authorized distributor
21 in southern California to sell and service the full line of Trimble survey products; and

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

24 1. Contractor shall sell, furnish and deliver to City Trimble Pivot/T4D
25 software, including maintenance and upgrades, for subsidence monitoring activity, as
26 authorized by Resolution No. RES-14-0064 and described in Exhibit "A" attached to this
27 Contract and incorporated by this reference.

28 2. City shall pay Contractor in due course of payments, following

1 receipt of an invoice from Contractor and upon acceptance from City, for these Trimble
2 Pivot/T4D software the prices shown in Exhibit "A," a sum not to exceed Two Hundred
3 Thirty-Four Thousand Four Hundred Forty-Four Dollars (\$234,444).

4 3. The term of this Contract shall commence on September 1, 2014,
5 and shall terminate at midnight on August 31, 2017 unless sooner terminated as provided
6 herein. The City may terminate this Contract by giving thirty (30) days prior notice of
7 termination to Contractor. The City shall have the option to extend the term of this
8 Contract upon the same terms and conditions for one (1) additional three (3)-year period
9 upon advance written notice to Contractor.

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

12 5. Any notices required hereunder or desired to be given by either party
13 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
14 class postage prepaid, addressed to Contractor at the address stated herein, and to City
15 at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
16 shall be deemed given on the date personal delivery is made or on the date of deposit in
17 the mail, whichever first occurs.

18 6. City shall have the benefit of any warranty from the manufacturer on
19 the Trimble Pivot/T4D software, and Contractor warrants that the Trimble Pivot/T4D
20 software are in good working order and free from defect at the time of delivery.

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

3 ALLEN INSTRUMENTS & SUPPLIES

4 8/1, 2014

By [Signature]
Name SHARON CRANMER
Title VP/CEO

6 8/5, 2014

By [Signature]
Name RICHARD GAGE
Title PRESIDENT

8 "Contractor"

9 CITY OF LONG BEACH, a municipal
10 corporation

11 August 21, 2014

By [Signature]
City Manager **Assistant City Manager**

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

13 "City"

14 This Contract is approved as to form on August 8, 2014.

16 CHARLES PARKIN, City Attorney

By [Signature]
Deputy

17 OFFICE OF THE CITY ATTORNEY
18 CHARLES PARKIN, City Attorney
19 333 West Ocean Boulevard, 11th Floor
20 Long Beach, CA 90802-4664

EXHIBIT "A"

ALLEN

Instruments & Supplies

2940 E. La Palma Avenue, Suite F,
 Anaheim, CA 92806
 (714) 238-3434 • Fax (714) 238-3441
 (800) 215-2737

QUOTE

Date	Quote #
05/08/14	CLB50814-PVT

Quote valid for 30 days unless otherwise noted

Quote Prepared for:

City of Long Beach-Gas & Oil
 Kimberley Holtz, PLS
 211 E. Ocean Blvd.
 Longbeach, CA 90802

Phone: (562)570-3900
 Fax:

Ship To:

City of Long Beach-Gas & Oil
 Kimberley Holtz, PLS
 211 E. Ocean Blvd.
 Longbeach, CA 90802

Phone: (562)570-3900
 Fax:

Terms	Rep	P.O. Number	Ship Via
Net 30 Days	Dan McMahon		UPS

Ln #	Qty	Item #	Description	Unit Price	Ext. Price
1	1	96812-05	Trimble Pivot - Trimble Integrity Manager RT Bundle Includes: 5 Station Node License	\$20,000.00	\$20,000.00
2	8	96801-41	Trimble PVTTCDC 1 additional Infrastructure receiver node	\$5,000.00	\$40,000.00
3	1	96803-00	Trimble NTRIP Caster	\$2,000.00	\$2,000.00
4	1	96802-10	Trimble VRS [®] Net App	\$20,000.00	\$20,000.00
5	1	96803-20	Trimble Data Shop App	\$8,000.00	\$8,000.00
6	1	96806-03	Trimble PVTTIM Post Processing Engine	\$5,000.00	\$5,000.00
7	1	96803-10	Trimble Accounting App	\$8,000.00	\$8,000.00
8	1	96801-58	Trimble PVTTCDC Storage Integrity	\$4,000.00	\$4,000.00
9	1	96807-00	Trimble RTX App consisting of: RTX Engine Integrity Monitor	\$25,000.00	\$25,000.00
10	1	96807-10	Trimble RTX-PP App consisting of: RTX PP Engine Integrity Monitor	\$15,000.00	\$15,000.00
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Ln #	Qty	Item #	Description	Unit Price	Ext. Price
15	1	96801-15	T4D Base - including core Apps (TED, TSM, TIC, TDC)	\$2,000.00	\$2,000.00
16	1	96806-10	Pivot - Trimble Integrity Manager RT App	\$4,000.00	\$4,000.00
17	1	96806-11	Pivot - Trimble Integrity Manager PP App	\$2,000.00	\$2,000.00
18	1	96813-15	T4D - T4D Web App	\$3,000.00	\$3,000.00
19	8	96801-41	PVTTDC 1 additional Infrastructure receiver node	\$1,200.00	\$9,600.00
20	1	96807-00	RTX real-time	\$4,000.00	\$4,000.00
21	1	96807-10	Pivot Trimble RTX-PP App - Enable RTX reception	\$2,000.00	\$2,000.00
22	2	EWINF-T4D-SW	Software Maintenance	\$1,456.00	\$2,912.00
23					
24	4	OSSINFRA	Trimble Infrastructure Installation, training and/or Commissioning Per Day Infrastructure Reference Station or software installation. Traveling time and Traveling & Living expenses are extra.	\$1,950.00	\$7,800.00
25	1	AIS-TRV-EXP	Travel Expense for Installer/Trainer	\$1,950.00	\$1,950.00
26	2	EWINF-PIVOT-LVL2	Trimble Software Maintenance - PIVOT SW Level 2 Includes Software Updates, Onsite 3 Days Installation & Training and Priority Phone/E-mail Technical Support	\$15,840.00	\$31,680.00

Customer Signature: _____

Payment Type: _____

Date: _____

SubTotal	\$217,942.00
Sales Tax	\$16,501.50
Shipping	\$0.00
Total	\$234,443.50

- Prior to operating any radio modem, users are legally required to obtain frequency licensing from the FCC. Atlas Licensing will file your application for a fee. Please contact Elaine Renoire (800) 252-0529.

- Hardware Warranty: The standard factory warranty period for all Trimble® products begins on the day the end user receives the product. The standard warranty period is one (1) year with the following exceptions: VX, S8, S6, S3, M3, Focus 30, Nikon Nivo, Dini Levels, LL400, LL500, HV401, GL700, GL1242, CR550/600 Laser Receiver, DG711 Pipe Laser. These products have a two (2) year factory warranty period. The factory warranty can be extended annually. Please contact Mike Westphal for pricing and/or further details: 800-272-0180

- Software/Firmware Agreement: The standard Software/Firmware agreement period for all Trimble® products begins on the day the end user receives the product. Under the Software/Firmware agreement Fix updates and Minor updates are available for the agreement period. The standard agreement is one (1) year. VX, S8, S6, S3, M3, Focus 30, Nikon Nivo, Dini Levels, LL400, LL500, HV401, GL700, GL1242, CR550/600 Laser Receiver and DG711 Pipe Laser have a two (2) year agreement. The Software/Firmware agreements can be extended annually. Please contact Mike Westphal for pricing and/or further details: 800-272-0180

- Returns will only be processed if we are notified within 7 calendar days of receipt of your order. Returns are subject to a 15% restocking fee. For additional information regarding returns, please email customerservice@alleninstruments.com.