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

### <u>CONTRACT</u>

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THIS CONTRACT is made and entered, in duplicate, as of May 4, 2011 for reference purposes only, pursuant to Resolution No. RES-11-0050, adopted by the City Council of the City of Long Beach at its meeting on April 12, 2011, by and between ALLEN INSTRUMENTS & SUPPLIES ("Contractor"), with a place of business at 2940 E. La Palma Avenue, Suite F, Anaheim, California 92806, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the Long Beach Gas and Oil Department monitors surface elevations for oil field related subsidence control through twelve (12) permanent, Cityowned Global Positioning System (GPS) base station receivers that collect data in real time; and

WHEREAS, this information is augmented by the semi-annual mobile surveying of two hundred forty (240) GPS benchmarks, collected from five (5) portable monitoring receivers; and

WHEREAS, the current portable monitoring receivers are beyond their intended service life; and

WHEREAS, Contractor is the sole authorized distributor for the Trimble R8 GNSS Receivers, hardware and related software the City needs to replace its current portable monitoring receivers, hardware and related software; and

WHEREAS, City did by Resolution No. RES-11-0050 determine that the City's need to purchase these Trimble R8 GNSS Receivers, hardware and related software could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids to purchase such Trimble R8 GNSS Receivers, hardware and related software 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, lumish and deliver to City five (5) poπαρίε                   |
|---|---|
| 2 | Trimble R8 GNSS Receivers, hardware and related software as authorized by Resolution    |
| 3 | No. RES-11-0050 and described in Exhibit "A" attached to this Contract and incorporated |
| 4 | by this reference.  |
| 5 | 2. City shall pay Contractor in due course of payments, following                       |
| 6 | receipt of an invoice from Contractor and upon acceptance from City, for these portable |

- 2. City shall pay Contractor in due course of payments, following receipt of an invoice from Contractor and upon acceptance from City, for these portable Trimble R8 GNSS Receivers, hardware and related software the prices shown in Exhibit "A", a sum not to exceed One Hundred Sixty-One Thousand Forty-Eight Dollars (\$161,048), plus Twenty-Five Thousand Dollars (\$25,000) for any equipment repair, over a period of five (5) years.
- 3. The term of this Contract shall commence on May 1, 2011, and shall terminate at midnight on April 30, 2016 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.
- 5. Any notices required hereunder or desired to be given by either party 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 333 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 portable Trimble R8 GNSS Receivers, hardware and related software supplied, and Contractor warrants that the portable Trimble R8 GNSS Receivers, hardware and related software are in good working order and free from defect at the time of delivery.

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| IN WITHESS WHEREOF, UI                         | e parties have signed this document with a                         |
|--|--|
| the formalities required by law as of the dat  | e first stated above.  |
|  | ALLEN INSTRUMENTS & SUPPLIES                                       |
| MAY 9, , 2011                                  | By Sharaulranner   |
|  | Sharon Cranmer   |
|  | Type or Print Name   |
| , 2011   | By Title   |
| OFFICIAL SEAL                                  | Al Churan  |
| LYNNE M. CROSS                                 | Type or Print Name   |
| MARICOPA COUNTY My Comm. Expires July 27, 2012 | Title  |
|  | "Contractor"   |
|  | CITY OF LONG BEACH, a municipal corporation Assistant City Manager |
|  | By EXECUTED FL'PSUANT  City Manager SECTION 301 OF                 |
|  | "City"   |
| This Contract is approved as                   |  |
|  | ROBERT E. SHANNON, City Attorney                                   |
|  |  |
|  | By Deputy  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

# EXHIBIT "A"



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

## QUOTE

Ship Via

| Date     | Quote#      |
|----------|-------------|
| 02/17/11 | LB021811-R8 |

#### Quote valid for 30 days unless otherwise noted

### Quote Prepared for:

City of Long Beach Renee Williams 333 West Ocean Blvd. 10th Floor Long Beach, CA 90802

**Phone:** (562)570-6992 **Fax:** (562)570-5176

#### Ship To:

City of Long Beach Renee Williams 333 West Ocean Blvd. 10th Floor Long Beach, CA 90802

Phone: (562)570-6992 Fax: (562)570-5176

Rep

P.O. Number

|     |     |             |   | 1 611112   | Rep                           | F.O. Numb   | er Strip via |
|-----|-----|-------------|---|--|-------------------------------|-------------|--------------|
|     |     |             |   | Net 30 Days  | Dan McMahon                   | 1           | AIS DEL      |
| Ln# | Qty | Item #      | Description   |  |                               | Unit Price  | Ext. Price   |
| 2   | 5   | R8301-51-66 | Internal Receive/T<br>Includes: One Yea<br>New RTK Engine,<br>and Tracks Galile<br>and GIOVE-B<br>R8 GNSS Receive/<br>Receive/Transmit<br>2x Batteries with 0 | ar Warranty<br>L1, L2, L2c, L5, G<br>o test satellites Glo<br>er with Internal 450<br>Radio<br>Charger<br>i Model 3 Hard Tra | SLONASS<br>OVE-A<br>0-470 UHF | \$20,403 00 | \$102,015.00 |
| 3   | 5   | 50024-00    | GNSS Base and E<br>List Price \$1,000   | Battery Kit  |                               | \$900.00    | \$4,500.00   |
| 5   | 1   | 63610-00    | Trimble Business<br>v2.4. Baseline Pro<br>Adjustment for L1<br>\$2,995  |  | t Square                      | \$2,695.50  | \$2,695.50   |
| 7   | 5   | TSC3102-001 | internal radio) 8 G   | Trimble Access so<br>B Non Volatile NA<br>and 4.2" Color Scr<br>ns Warranty.   | ND Flash                      | \$4,945.50  | \$24,727.50  |
| 9   | 5   | EWTSC2-TA   | Warranty - TSC3<br>software - Extend<br>List Price \$580  | with Trimble Acces<br>ed Warranty for O  |                               | \$522.00    | \$2,610 00   |
| 10  |     |             |   |  |                               |             |              |

Terms

| Ln# | Qty | Item #             | Description  | Unit Price | Ext. Price   |
|-----|-----|--------------------|--|------------|--------------|
| 11  | 5   | 82768-00           | TSC3 Accessory Kit- GNSS Accessory Kit<br>List Price \$320   | \$288.00   | \$1,440.00   |
| 12  |     |                    |  |            |              |
| 13  | 5   | 43169-00           | 2.0m Carbon Fiber Range Pole with Bi-Pod<br>List Price \$519 | \$467.10   | \$2,335.50   |
| 14  |     |                    |  |            |              |
| 15  | 5   | SE/5115            | GPS Antenna Tripod (2Meter Fixed Height)                     | \$637.88   | \$3,189.40   |
| 16  |     |                    |  |            |              |
| 17  | 5   | 34106-00           | Cow Bell Battery with Charger<br>List Price \$545            | \$490.50   | \$2,452.50   |
| 18  |     |                    | 2.51.1.150 \$6.15  |            |              |
| 19  | 5   | MS/CFM-1GB         | SanDisk 1GB Compact Flash Memory Card                        | \$65.00    | \$325.00     |
| 20  |     |                    |  |            |              |
| 21  | 1   |                    | Shipping   | \$450.00   | \$450.00     |
|     |     | Customer Signature |  | SubTotal   | \$146,740.40 |
|     |     | Customer Signature | :  | Sales Tax  | \$14,307.19  |
|     |     | Payment Type:      |  | Shipping   | \$0.00       |
|     |     | Date:              |  | Total      | \$161,047.59 |

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

<sup>-</sup> 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: 3600, 5500, 5600, S6, SPS700, ATS, Geodimeter Control Unit, GeoRadio, NE-100/101, TS305/315, TS415, Dini Levels, LL400, LL500, HV401, GL700, GL1242, CR550/600 Laser Receiver, DG711 Pipe Laser. These listed 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

<sup>-</sup> 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 with the following exceptions: Trimble Geomatics Office and the 5800 receiver standard ninety (90) day agreement. TerraModel and Paydirt Sitework Office standard one hundred eighty (180) day agreement. 3600, 5500, 5600, 56, SPS700, ATS, Geodimeter Control Unit, GeoRadio, NE-100/101, TS305/315, TS415, Dini Levels, LL400, LL500, HV401, GL700, GL1242, CR550/600 Laser Receiver, DG711 Pipe Laser standard 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

<sup>-</sup> 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.