

1 AGREEMENT

2 **29753**

3 THIS AGREEMENT is made and entered, in duplicate, as of August 22, 2006  
4 for reference purposes only, pursuant to Resolution No. RES-06-0087 adopted by the City  
5 Council of the City of Long Beach at its meeting on August 22, 2006, by and between LINE  
6 MASTER ENGINEERING, INC. ("Contractor"), a California corporation, located at 936 N.  
7 Holly Glen Drive, Long Beach, California 90815 and the CITY OF LONG BEACH ("City"),  
8 a municipal corporation.

9 WHEREAS, Section 1802 of the Long Beach City Charter permits the City  
10 to make purchases under the purchasing contracts of other governmental agencies when  
11 authorized to do so by a resolution; and

12 WHEREAS, the City desires to purchase two (2) stencil paint trucks; and

13 WHEREAS, the City of Ukiah has a contract for the purchase of these stencil  
14 paint trucks from Line Master Engineering, Inc., Purchase Order No. 036800 ("Ukiah  
15 Purchase Order"); and

16 WHEREAS, Resolution No. RES-06-0087 authorizes the City Purchasing  
17 Agent to purchase this equipment from Contractor by virtue of the Ukiah Purchase Order;

18 NOW, THEREFORE, in consideration of the terms and conditions contained  
19 in this Agreement, the parties agree as follows:

20 1. The Ukiah Purchase Order with Contractor is incorporated by this  
21 reference as if fully set forth, and the same terms and conditions contained in the Ukiah  
22 Purchase Order shall be applicable here except as follows:

23 a. Wherever the Ukiah Purchase Order refers to the City of Ukiah, it shall be  
24 deemed to refer to the City of Long Beach;

25 b. Contractor shall sell, furnish and deliver to the City equipment of  
26 substantially the same type and kind purchased by the City of Ukiah and on the same  
27 terms and conditions offered to the City of Ukiah, except as modified by Exhibit "A"  
28 attached to and incorporated in this Agreement, for an amount not to exceed \$118,966.76.

To the extent that the Ukiah Purchase Order and this Agreement are inconsistent, the

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City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

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1 following priority shall govern: (1) this Agreement and (2) the Ukiah Purchase Order.

2 c. Payment for the equipment purchased from Contractor by City shall be  
3 made by the City on delivery to and acceptance of the equipment by the City and submittal  
4 of an invoice to the City. Payment is due thirty (30) days after the date of the invoice.

5 d. All warranties shall accrue to the City of Long Beach.

6 e. The parties may, by mutual agreement, amend this Agreement with the  
7 approval of the City's City Council.

8 2. Neither this Agreement nor any money that becomes due to Contractor  
9 under this Agreement may be assigned by Contractor without the prior written consent of  
10 the City Manager or his designee.

11 3. Any notice given under this Agreement shall be in writing and personally  
12 delivered or deposited in the U.S. Postal Service, return receipt, and shall be delivered or  
13 mailed to Contractor at the relevant address first stated above, and to the City at 333 West  
14 Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice shall be  
15 deemed given three days after deposit in the mail.

16 4. The terms appearing on Ukiah's Purchase Order are incorporated in this  
17 Agreement. Contractor is called "Vendor" in the Ukiah Purchase Order.

18 5. Contractor shall cooperate with the City in all matters relating to  
19 self-accrual of use tax. Contractor shall contact the City Treasurer for additional  
20 information regarding self-accrual.

21 6. This Agreement and all documents which are incorporated by reference  
22 in this Agreement constitute the entire understanding between the parties and supersede  
23 all other agreements, oral or written, with respect to the subject matter of this Agreement.  
24 If there is any legal proceeding between the parties to enforce or interpret this Agreement,  
25 or to protect or establish any rights or remedies, the prevailing party shall be entitled to its  
26 costs and expenses, including reasonable attorney's fees.

27 IN WITNESS WHEREOF, the parties have caused this document to be duly

28 ///

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City Attorney of Long Beach  
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1 executed with all formalities required by law as of the date first stated above.

2  
3 Sept 1, 2006

LINE MASTER ENGINEERING, INC., a  
California corporation

By Anita J. Gonzales  
President  
ANITA J. GONZALES  
(Type or Print Name)

4  
5 Sept 1, 2006

By Anita J. Gonzales  
Secretary,  
ANITA J. GONZALES  
(Type or Print Name)

6  
7  
8 "Contractor"

9  
10  
11 9/22, 2006

CITY OF LONG BEACH, a municipal corporation

By Christine J. Shippy **ASSISTANT**  
City Manager

12  
13 "City"

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

14 This Agreement is approved as to form on 9/12, 2006.

15 ROBERT E. SHANNON, City Attorney

16  
17 By D. Quinn  
Senior Deputy

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23  
24  
25 DFG:bg 8/30/06(AGR\_LineMaster)06-03549  
26 L:\APPS\CtyLaw32\WPDOCS\D030\P005\00093579.WPD

EXHIBIT "A"

BE MILES - - - - - AHEAD WITH - - -

# LINE MASTER ENGINEERING

**MEMO**  
from George Gonzales

*Revised*  
*7/11/06*

DATE: 6-13-06

ATTEN:

Mr. Dan Ramos

COMPANY/AGENCY:

City of Long Beach

2600 Temple Ave.

Long Beach, CA 90806

PHONE NO:

(562) 510-5400

FAX NO:

(562) 510-5414

SUBJECT:

ST Stencil Truck

TOTAL PAGES: \_\_\_\_\_ + cover sheet

\* Truck & Body Price complete: \$68,664.00

\* Delete Truck Chassis F350: < \$20,500.00

\* Line Master Body price w/ spec: \$48,164.00

\* Delete: Air Compressor System

Paint Tray < \$3,900.00

\* Add: 2 ea. Titan/Speedo Spray

Systems, Dropped Paint well

left-side, Extra hydraulic

control - left side

Mount 2 paint pumps (RS)

Mount 2 paint pumps (LS)

4 ea. Strobe lights \$10,686.00

Total: \$54,950.00

Sales Tax (8.25%) 4,533.38

Grand Total: \$59,483.38

PHONE: (562) 596-3236 FAX: (562) 596-8567

P.O. BOX 91568 LONG BEACH, CA 90809-1568

BE MILES - - - - - AHEAD WITH - - -

# LINE MASTER ENGINEERING

**MEMO**  
from George Gonzales

DATE: 6.13.06

ATTEN: Mr. Dan Ramos

COMPANY/AGENCY: City of Long Beach  
2600 Temple Ave.  
Long Beach, CA 90806

PHONE NO: (562) 570-5400

FAX NO: (562) 570-5414

SUBJECT: ST Stencil Truck

TOTAL PAGES: \_\_\_\_\_ + cover sheet

City of Long Beach to provide Truck chassis  
Delivery: 90 to 120 Days ARO Truck chassis  
Please issue Purchase order to:

Line Master Engineering

Thank you once again for the opportunity to meet  
the City of Long Beach pavement marking needs.

Thanks,  
George & Anita