

1 City's need to purchase these Trimble NetR9 Ti-1 Reference Stations with Zephyr
2 Geodetic 2 Antennas, hardware and related software could only be met by Contractor
3 and, by reason of the foregoing, no useful purpose would be served by advertising for
4 bids to purchase such Trimble NetR9 Ti-1 Reference Stations with Zephyr Geodetic 2
5 Antennas, hardware and related software, and to do so would constitute an idle and
6 useless act and an unnecessary expenditure of public funds;

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

9 1. Contractor shall sell, furnish and deliver to City eight (8) Trimble
10 NetR9 Ti-1 Reference Stations with Zephyr Geodetic 2 Antennas, hardware and related
11 software as authorized by Resolution No. RES-12-0110 and described in Exhibit "A"
12 attached to this Contract and incorporated by this reference.

13 2. City shall pay Contractor in due course of payments, following
14 receipt of an invoice from Contractor and upon acceptance from City, for these Trimble
15 NetR9 Ti-1 Reference Stations with Zephyr Geodetic 2 Antennas, hardware and related
16 software the prices shown in Exhibit "A", a sum not to exceed One Hundred Ninety
17 Thousand Nine Hundred Sixty-Six Dollars (\$190,966), plus Twenty-Five Thousand
18 Dollars (\$25,000) for any equipment repair, over a period of five (5) years.

19 3. The term of this Contract shall commence on December 1, 2012,
20 and shall terminate at midnight on November 30, 2017 unless sooner terminated as
21 provided herein. The City may terminate this Contract by giving thirty (30) days prior
22 notice of termination to Contractor.

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

25 5. Any notices required hereunder or desired to be given by either party
26 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
27 class postage prepaid, addressed to Contractor at the address stated herein, and to City
28 at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice

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

1 shall be deemed given on the date personal delivery is made or on the date of deposit in
2 the mail, whichever first occurs.

3 6. City shall have the benefit of any warranty from the manufacturer on
4 the Trimble NetR9 Ti-1 Reference Stations with Zephyr Geodetic 2 Antennas, hardware
5 and related software supplied, and Contractor warrants that the Trimble NetR9 Ti-1
6 Reference Stations with Zephyr Geodetic 2 Antennas, hardware and related software are
7 in good working order and free from defect at the time of delivery.

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

10
11 Dec 7th, 2012

ALLEN INSTRUMENTS & SUPPLIES
By [Signature]
Name Al Lehman
Title President

12
13 Dec 7th, 2012

By [Signature]
Name SHARON CRAMER
Title VP

16 "Contractor"

17 CITY OF LONG BEACH, a municipal
18 corporation,

19 12.21.12, 2012

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

20 "City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

21 This Contract is approved as to form on December 17, 2012.

22
23 ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

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 #
08/10/12	CLB81012-N9

Quote valid for 30 days unless otherwise noted

Quote Prepared for:

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

Phone: (562)570-3900
 Fax:

Ship To:

City of Long Beach-Gas & Oil
 Kimberley A. 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		AIS Delivery

Ln #	Qty	Item #	Description	Unit Price	Ext. Price
1	8	97501-10	Trimble NetR9 Ti-1 Reference Station with Zephyr Geodetic 2 Antenna	\$20,700.00	\$165,600.00

Includes:
 67668-00 NetR9 Receiver Assembly
 97500-99 NetR9 Accessory kit
 consisting of
 78650 PWR
 SUP,65W,19V,3.42A,100-240VAC
 78651 Power Cord kit - Cords for USA, EU,
 UK, Aus with C7 Connector
 50150-00 Cable, 2m, Ethernet, 10BaseT Cat
 5
 59044 Cable - 1.5m, DB9(F) Y to 0S/7P/M
 to Power Jack
 60154 D9 serial Cable
 11517 Cable - BNC M / BNC M
 51010-00 Notice for Charging Battery
 27953 Screw(qty. 2)
 41124 Tripod clip
 50854 Resealable Baggie
 36451-02 Cable - 1PPS/ Event/ Power
 74399-00 CABLE USB MINI-B PLUG HOST
 TO A JACK
 74404-00 CABLE USB MINI-B PLUG HOST
 TO MINI-B PLUG
 74406-00 CABLE USB MINI-B PLUG HOST
 TO B PLUG
 74408-00 CABLE USB MINI-B PLUG TO A
 PLUG
 58295-00 Trimble Zephyr Geodetic 2
 Antenna with integrated Radome, w/ 30m ant.
 Cable

List Price :\$23,000

2

Ln #	Qty	Item #	Description	Unit Price	Ext. Price
3	8	EWINF-GPS	Trimble NetR9 Extended One Year Warranty - HW & FW List Price \$985	\$886.50	\$7,092.00
4					
5	8	EWLS-ANT	Trimble Zephyr Geodetic 2 Antenna Extended One Year Warranty List Price \$345	\$310.50	\$2,484.00
6					
7	1		Shipping UPS Ground	\$425.00	\$425.00
				SubTotal	\$175,601.00
Customer Signature: _____				Sales Tax	\$15,365.09
Payment Type: _____				Shipping	\$0.00
Date: _____				Total	\$190,966.09

- 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: 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

- 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, 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 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

- 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.