

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909



CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **17118000000005**

CONTRACTOR	LEICA GEOSYSTEMS INC
	10880 Ridge View Trail
	Fenton, MI 48430
	Richard Sauve
	313-670-3395
	rick.sauve@leicaus.com
	CV0002634

STATE	Program Manager	Various	MDOT
	Contract Administrator	Daniel Stevens	DTMB
		517-282-1432	
		stevensd6@michigan.gov	

CONTRACT SUMMARY

SURVEY GRADE EQUIPMENT			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 3, 2017	September 30, 2020	2 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	September 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,930,000.00	\$52,591.60	\$3,982,591.60		

DESCRIPTION

Effective April 15, 2019, please note the following:

- 1) This Contract is hereby increased by \$52,591.60 for the Department of Technology Management and Budget (DTMB).
- 2) The Contract Administrator is hereby updated to Daniel Stevens; Phone: 517-282-1432; Email: StevensD6@michigan.gov

All other terms, conditions, specifications and pricing remain the same, per Contractor and Agency agreement, and DTMB Central Procurement Services approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOT	Shawn Roy	(517) 335-6299	roys@michigan.gov
MSP	Victoria Olivarez	(517) 284-3304	olivarezv1@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
 to
 Contract Number **17118000000005**

CONTRACTOR	LEICA GEOSYSTEMS INC
	10880 Ridge View Trail
	Fenton, MI 48430
	Richard Sauve
	313-670-3395
	rick.sauve@leicaus.com
	CV0002634

STATE	Program Manager	Various	MDOT
	Contract Administrator	Brian Fairbrother	DTMB
		(517) 249-0457 fairbrotherb@michigan.gov	

CONTRACT SUMMARY

SURVEY GRADE EQUIPMENT			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 3, 2017	September 30, 2020	2 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		21 delivery days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
 N/A

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,930,000.00	\$15,000.00	\$3,945,000.00		

DESCRIPTION
 Effective 12/6/2018, this contract is hereby increased by \$15,000.00. All other terms, conditions, specifications, and pricing remain the same. Per DTMB contractor and agency agreement, and DTMB Central Procurement Services approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOT	Shawn Roy	(517) 335-6299	roys@michigan.gov
MSP	Victoria Olivarez	(517) 284-3304	olivarezv1@michigan.gov



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **17118000000005**

CONTRACTOR	Leica Geosystems, Inc.
	10880 Ridge View Trail
	Fenton, MI 48430
	Richard Sauve
	313-670-3395
	rick.sauve@leicaus.com
	*****6976

STATE	Program Manager	Various	MULTI
Contract Administrator	Brian Fairbrother	DTMB	
	(517) 284-7008		
	fairbrotherb@michigan.gov		

CONTRACT SUMMARY

SURVEY GRADE EQUIPMENT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 3, 2017	September 30, 2020	2 - 1 Year	September 30, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2020

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$3,750,000.00	\$180,000.00	\$3,930,000.00

DESCRIPTION

Effective 1/24/2018, this contract is hereby increased by \$180,000.00 for Michigan State Police usage. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOT	Shawn Roy	(517) 335-6299	roys@michigan.gov
MSP	Victoria Olivarez	(517) 284-3304	olivarezv1@michigan.gov



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

DTMB Procurement

525 W Allegan St, Lansing, MI 48913
P.O. Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 171180000000005

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Leica Geosystems, Inc.
	10880 Ridge View Trail
	Fenton, MI 48430
	Richard Sauve
	313-670-3395
	Rick.Sauve@leicaus.com
	6976

STATE	Program Manager	Shawn Roy	MDOT
		517-335-6299	
		roys@michigan.gov	
STATE	Contract Administrator	Brian Fairbrother	DTMB
		517-284-7008	
		fairbrotherb@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Survey Grade Equipment			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 3, 2017	September 30, 2020	2, One year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		21 calendar days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing RFP No. 007116B0011903. Orders for delivery will be issued directly by Departments through the issuance of a Purchase Order Form.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$3,750,000.00

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Dan Stevens, Category Manager - Commodities

Name & Title

DTMB Procurement

Agency

Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Leica Geosystems Inc. (“**Contractor**”), a Michigan Corporation. This Contract is effective on October 3, 2017 (“**Effective Date**”), and unless terminated, expires on September 30, 2020. This Contract may be renewed for up to two (2) – one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Brian Fairbrother DTMB, Procurement Constitution Hall 525 West Allegan Street PO Box 30026 Lansing, MI 48909 fairbrotherb@michigan.gov 517-284-7008	Richard Sauve Leica Geosystems, Inc. 10880 Ridge View Trail Fenton, Michigan 48430 Email: Rick.Sauve@Leicaus.com Telephone: (313) 670-3395

- 3. Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State: Brian Fairbrother DTMB, Procurement Constitution Hall 525 West Allegan Street PO Box 30026 Lansing, MI 48909 fairbrotherb@michigan.gov 517-284-7008	Contractor: Richard Sauve Leica Geosystems, Inc. 10880 Ridge View Trail Fenton, Michigan 48430 Email: Rick.Sauve@Leicaus.com Telephone: (313) 670-3395
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4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State: Shawn Roy, MDOT VanWagoner BLDG 425 W. Ottawa St Lansing, MI 48933 roys@michigan.gov 517-335-6299	Contractor: Richard Sauve Leica Geosystems, Inc. 10880 Ridge View Trail Fenton, Michigan 48430 Email: Rick.Sauve@Leicaus.com Telephone: (313) 670-3395
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5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.

Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

- 7. Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Cashiering
P.O. Box 30681
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- 8. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- 9. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's

employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects,

alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a

breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved.**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
 - a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
 - b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information

confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. Reserved.

34. Reserved.

35. Reserved.

36. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights

necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved**
41. **Reserved**
42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

STATE OF MICHIGAN

Contract No. 17118000000005

Survey grade equipment: High accuracy GPS, Total Stations, Digital levels, and other related surveying equipment.

CONTRACT ACTIVITIES

Background

MDOT continues to rely heavily on technology to perform its survey work. Keeping the Governor's focus on technologically driven efficiencies in mind, MDOT is constantly moving towards streamlined, automated field surveying procedures.

All MDOT related surveying tasks are now being supported by the Surveying Support Unit. The Surveying Support Unit is tasked with ensuring that vendor equipment interfaces with the existing hardware and software already used by MDOT and that the work flows used are not compromised.

Deliverable(s)

The Contractor will be required to provide a complete electronic (excel) price catalog of all equipment and software that the vendor produces, supplies, or resales if the existing catalog changes.

Prices are quoted as a percentage discount from the Manufacturer's cataloged pricing. The price is expected to remain constant through the State's fiscal year (I.E. October 1, 2017 thru September 30, 2018). Any changes to the price list will be provided via email pending the award of the contact.

MDOT also requests that any catalogs provided for major equipment items also show related products.

New products, and or product upgrades/changes, during the term of this Contract will also be available for purchase at a percentage discount from the Manufacturer's catalog pricing. Additions or subtractions can be submitted to the MDOT Program Manager or designee.

Vendors are required to contact the MDOT Program Manager or designee before soliciting other State employees to demonstrate its value to MDOT's department goals. Upon request the MDOT Program Manager or designee can and will schedule dates for individual vendors to demonstrate their equipment to all interested personnel in location and time at MDOT convenience.

Other Items such as: Equipment accessories, including software, cables, carrying cases, tripods, leveling rods, tribrach's, prisms, etc. must be available from the awarded vendor/s inventory, or catalog, at similarly discounted prices.

MDOT also can, and may, request any service parts and training to repair any models sold to MDOT by equipment vendors. Request must be responded to within 14 business days and must contain a complete itemized list for review by MDOT Program Manager or designee. Training not able to be held onsite at MDOT office will be the responsibility of the vendor to accommodate offsite training as part of the cost of the training. At the time of any specific training the vendor will include: Demonstration items to repair, all necessary tools that will become MDOT property, and setup and configuration of all specialized software on MDOT computers. Requests that are denied will be considered a default of the Contract and are subject to penalties or revoking of Contract.

Requirements

1. Specifications

1.1 The Contractor must provide the following:

Contractor agrees to supply all items described in Schedule B – Pricing with regard to:

Quantity – The State is not obligated to purchase in any specific quantity

Quality – Must be free from Defects, Software issues, and other performance issues. The Contractor may send personnel to MDOT to resolve or verify claims. Replacement items will be required to be sent to MDOT within 48 of notice to Contractor at Vendors expense.
New or used – New is required, unless the item is no longer in production and is required by MDOT to use legacy equipment. A warranty of used equipment will be equal or better than new standards. Used Item WILL need to be approved and in the quote.
Repairs – Must be performed and returned within 30 days of the Contract receipt
Maintenance, parts, supplies – As mentioned in Statement of Work
Qualified products list - All products and services from vendor

1.2 Warranties

Repairs and replacements will be handled by the Contractor. Items are warranted against manufacturer defects. The Contractor warrants the original end user that the products will be free from defects in workmanship and materials under normal use for one year with the exception of “Disto” products which is two years and batteries which are 90 days. Extended warranties can be purchased at time of sale for up to 5 years. See Schedule C for more specific information.

The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by the Contractor for this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any Deliverable(s). None of the Deliverable(s) provided by Contractor to the State, nor their use by the State, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.

If the Contractor procures any equipment, software, or other Deliverable(s) for the State (including equipment, software, and other Deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor or under the Contractor's name), then the Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable(s).

Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to the State or otherwise create an appearance of impropriety with respect to the award or performance of this Contract. The Contractor must notify the State about the nature of any conflict or appearance of impropriety within two days of learning about it.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and perform to the requirements contained in this Contract at the time of Final Acceptance, and for a period of one year following Final Acceptance.

To the extent the Contractor is responsible for maintaining equipment/system(s), the Contractor represents and warrants that it will maintain the equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor agrees that all warranty service it provides must be performed by Original Equipment Manufacturer (OEM) trained, certified, and authorized technicians.

See schedule C, Leica Geosystems International Limited Warranty for Contractors Express Warranties.

The State reserves the right to require additional warranties other than those identified by the Contractor in its response to the RFP.

1.3 Recall Requirements and Procedures

The full scope and impact on the product to be recalled will be analyzed by the Contractor Technical division so as to determine the severity of the impact. In the event of potential imminent danger to a product or a person, a code red email notification will be sent to all customers who have purchased that product from Contractor as well as a direct phone call from the Contractor Representative who services the customer. If the recall is a minor situation and can be easily be fixed with a software or firmware upgrade this information will be sent to customer along with a link to the software / firmware patch and instructions for upload. This will simultaneously be transmitted to the local Contractor Representative who will apply any necessary assistance be it on site or via email, telephone or both. If the recall requires that a particular piece of equipment needs to be sent in for service then the Contractor will assess the situation with the MDOT Representative and do whatever is required (loaner gear, on site fix, etc.) to mitigate any effect on MDOT projects or field operations. Contractor will pick up or receive by freight any recall item and correct issue. The Contractor agrees to ship repaired or replacement parts at its own expense.

1.4 Quality Assurance Program

The Contractor agrees to replace or repair to factory specifications. In the event that the Contractor's product is found to be not up to standards it will be replaced immediately by the Contractor.

Contractor's manufacturing plants, and sales and service offices are ISO9001 certified, ensuring that the Contractor manufactures, manages, and operates under strict quality assurance and is inspected at a regular intervals.

1.5 Incentives

Contractor will provide discount credit for decommissioned legacy items and items replaced by technology improvements on a case-by-case basis for a fair trade in price determined as per market pricing.

2. Service Levels

2.1 Time Frames

All Contract Activities must be delivered within **21** business days from receipt of order, herein noted to be upon receipt of PO via fax or email. The receipt of order date is pursuant to Section 2, Notice Provisions of the Standard Contract. The Contractor agrees to work with MDOT when expedited shipping may be necessary.

2.2 Delivery

Delivery is expected within **21** business days of the date vendor receives order/PO. Delivery will be made at Lansing Design Surveys Offices located at 425 West Ottawa Street, Lansing MI, 48909, unless specifically requested in a PO submitted to the Contractor.

2.3 Installation

Installation will be expected within **30** calendar days of the date vendor receives order/PO. Installation will be considered complete when Contractor receives final approval in writing from the MDOT Program Manager. The Contractor agrees to work with MDOT when expedited shipping may be necessary.

2.4 Technical Support and Repairs

When providing technical support, the Call Center/Key Contact must resolve the caller's issue within **360 minutes** (6 hours). If the caller's issue cannot be resolved within **24 hours**, on-site service must be scheduled. The on-site service must be performed within **72 hours** of the time the issue was scheduled for service.

2.5 Maintenance

On-site maintenance/services issues must be performed according the recommended manufacturer maintenance schedule. Unless repairs are required in a controlled environment.

2.6 Training

The Contractor must provide training when new equipment versions are purchased. This includes training for more than 30 individuals, in both large and small groups, on hardware and related software. Contractor must also be able to provide training as Continuing Education Units (CEU's) for attendees, at no additional costs, to government licensed professionals.

2.7 Reporting

The Contractor agrees to provide reports required by the State as requested.

2.8 Meetings

The State may request meetings as it deems appropriate throughout the life of the Contract.

3. Staffing

3.1 Contractor Representative

The Contractor must appoint a minimum of one (1) Project Manager, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Project Manager"). The Contractor must notify the Contract Administrator at least **14** calendar days before removing or assigning a new Contractor Representative.

Primary – Contractor Representative

Richard Sauve (Senior Michigan Technical Sales Representative) – Accepts phone calls 24/7/365 from MDOT Personnel

Secondary

Matthew Mitchell (Senior Michigan Technical Support Engineer) Accepts phone calls 24/7/365 from MDOT Personnel

Tertiary

Steve Crowfoot (Sales Manager Leica Geosystems U.S.A.) Accepts calls whenever the State needs additional support or for whatever reason Richard Sauve and Matt Mitchell are not readily available. In the event of some sort of catastrophe Steve Crowfoot will always be able to assist.

3.2 Customer Service Toll-Free Number

The Contractor's toll-free number - (800) 327-4773 - is for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 7 am to 5 pm EST.

Primary Representative (24/7/365)

Richard Sauve
Cell: (313) 670-3395
Rick.Sauve@Leicaus.com

Secondary Representative (24/7/365)

Matt Mitchell
Cell: (734) 239-5587
Matt.Mitchell@Leicaus.com

3.3 Technical Support, Repairs and Maintenance

The Contractor must be available for calls and service during the hours of 7 am to 5 pm EST. Maintenance and repair parts will be required to be available for items valued \$5,000 or above to the State of Michigan for a minimum of 15 years from the date of purchase. Models with identical part numbers older than the last item purchased will still be covered as well to the last date of final part number.

The Contractor's toll-free/direct number - 800-327-4773 - is for the State to make contact for customer support. MDOT can also call State Representatives directly at the following numbers:

Geomatics (Surveying)

Richard Sauve
Cell: (313) 670-3395
Rick.Sauve@Leicaus.com

Geomatics (Surveying):

Matt Mitchell
Cell: (734) 239-5587
Matt.Mitchell@Leicaus.com

Geomatics (Surveying)

Pierre Labbe
Cell: (514) 704-9453
Pierre.Labbe@Leicaus.com

Spider (MSRN) :

Lee Meeks
Cell: (678) 458-9629
Lee.Meeks@Leicaus.com

Spider (MSRN)

Jill Johnson
Cell: (360) 250-6358
Jill.Johnson@Leicaus.com

Monitoring (Geomos)

Craig Hewes
Cell: (607) 222-3898
Craig.Hewes@Leicaus.com

HDS Scanning - Static
Chad Studer
Cell: (248) 894-5209
chadstuder@adskolutions.com

HDS Scanning - Static
Brian Elbe
Cell: (513) 341-7969
Brian.Elbe@Leicaus.com

HDS Scanning – Mobile
Josh Rayburn
Cell: (304) 687-7600
Josh.Rayburn@Leicaus.com

UAV
Bryan Baker
Cell: (970) 227-3417
Bryan.Baker@Leicaus.com

GIS
Brett Black
Cell: (319) 855-8206
Brett.Black@Leicaus.com

The Contractor provides the following toll free number for MDOT customers to arrange for Service / Hardware Technical Support, Repairs and Maintenance in addition to contacting Richard Suave or Matt Mitchell:

John Essig / Senior Equipment Technician
Telephone: (800) 367-9453 Ext. 1776

Allan Bauman / Senior Equipment Technician / Technical Services Manager:
Telephone: (800) 220-7206 Ext. 2014

Brian Anderson / Service Technician
Telephone: (800) 956-9941

Steve Crane / Senior Equipment Technician
Telephone: (800) 938-0606

3.4. Disclosure of Subcontractors

If at any point the Contractor intends to utilize subcontractors, the Contractor must disclose the following: (a) The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities. (b) The relationship of the subcontractor to the Contractor. (c) Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship. (d) A complete description of the Contract Activities that will be performed or provided by the subcontractor.

The Contractor hereby discloses it will occasionally use the following Contractor as a Business Partner / Distributor / Support Engineer / Consultant:

Chad Studer
NOAR Technologies
(Formerly ADISK Solutions)
560 Kirts Blvd, Ste 101
Troy, MI 48084
Cell: (248) 906.2375
www.noartechnologies.com
Chad@NOARtech.com

3.5 Security

The Contractor agrees to abide by the State's security measures including but not limited to wearing logoed shirts/uniforms, using State-issued visitor badges while on State property (if necessary), refraining from leaving doors open when delivering products, and not allowing unauthorized people to accompany them into State facilities. The Contractor agrees to provide contact information of the people coming to perform work for the State at least 24 hours prior to arriving for onsite work/training. A valid government ID will be required for the individuals to enter State facilities. Background checks may be required which would need more time for processing.

4. Pricing

4.1 Price Term

Pricing is firm for a 365 day period. The first pricing period begins on the Contract Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period. All available items (found on Schedule B – Pricing) should be listed by model, part, or other unique identifier, and provided at the time of bid submission to MDOT. Any quoted prices for new items the Contractor sell shall remain consistent until the end of the fiscal year until a new list is provided.

4.2 Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

5. Ordering

5.1 Authorizing Document

The appropriate authorizing document for the Contract will be a blanket purchase order.

5.2 Order Verification

The Contractor must have internal controls, pre-approved by DTMB-Procurement, to verify abnormal orders and to ensure that only authorized individuals place orders.

6. Delivery

6.1 Delivery Programs

The Contractor's shipping policy is Freight on Board (FOB) destination (425 West Ottawa St., Lansing, Michigan) via U.S. commercial carrier (GROUND) unless otherwise specified. In the event that MDOT requires a special P1 Priority Overnight shipment of a product this will be billed at cost to MDOT as part of the purchase price.

6.2 Packaging and Palletizing

Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets. All palletized deliveries are required to appear at a State-owned facility during normal business hours. Deliveries showing up at the close of business or after hours will be turned away until the next business day. The Contractor ensures that load arrives at the MDOT facility prior to 3:00 pm on normal business days.

7. Acceptance

7.1 Acceptance, Inspection and Testing

The State will determine acceptance of the Contract Activities as: All deliveries are subject to approval after MDOT Program Manager or designee personnel have opened and approved the products. Deliveries accepted by DTMB mailroom services DO NOT inspect items for damage. Other than physical damage noted by personnel they are "Not Accepting an AS-IS" product to dispute with the shipper. The contractor will replace the defective or broken item and dispute damages with the shipper directly.

7.2 Final Acceptance

All products will be deemed accepted once all items in the order have been received and properly invoiced.

8. Invoice and Payment

8.1 Invoice Requirements

All invoices submitted to the State must include: (a) Contract number; (b) date; (c) purchase order number; (d) quantity; (e) description of the Contract Activities; (f) unit price; (g) shipping cost (if any); and (h) total price. Invoicing should be received within 14 days of final shipment.

Orders made in the month of September should be received before September 30th to prevent a delay in payment to Contractor

8.2 Payment Methods

The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) as described in Standard Contract Terms, Section 20.

8.3 Procedure

Payment will be processed and paid for in the standard State of Michigan process (EFT) and may take 2-4 week for final payment contrary to the invoicing terms. There will not be any fee or interest accrued during this period.

9. Additional Requirements

9.1 Environmental and Energy Efficient Products

The Contractor must identify any energy efficient, bio-based, or otherwise environmental friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States department of agriculture certified bio based product label.

9.2 Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under this Contract.

9.3 Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

9.4 Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.

9.5 Licensing Agreement

The Contractor agrees to provide an updated copy of any applicable licensing agreement as requested.

9.6 Key Personnel

The Contractor must appoint a minimum of 2 individuals who will be directly responsible for the day to day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the Contractual requirements, and respond to State inquires within 24 hours.

Contractor Representative

Primary Representative (24/7/365)

Richard Sauve

Cell: (313) 670-3395

Rick.Sauve@Leicaus.com

Secondary Representative (24/7/365)

Matt Mitchell

Cell: (734) 239-5587

Matt.Mitchell@Leicaus.com

Contractor's Key Personnel must be available via email or phone during the following times: 7:00am – 4:00pm

The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30 calendar day training period for replacement personnel.

9.7 Non-Key Personnel

The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning non-key personnel.

10. Service Level Agreements (SLAs) (instead of Liquidated Damages)

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work Damages for items not repairable according to section 3.3.

Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

The State is entitled to collect \$100 per individual per day for the removal of any Key Personnel without prior approval of the State. The State is entitled to collect \$100 per individual per day for an unapproved or untrained key personnel replacement.

Any Items not received by MDOT by September 30th of fiscal year ordered are considered incomplete and unacceptable. These items will be returned to the Contractor at their cost and no payment will be sent for those items returned. Invoicing will be sent within the 14-day period reflecting these changes or the entire order will be canceled.

If the State receives a denial of service the Contractor at the date of refusal will be required to replace the item with a similar item that will have the all of following deductions: (a). The current Contracted discount with the State of Michigan or the value at the time of this Contract, whichever is greater. (b). Trade in value. (c). A proration of the value of service in months remaining (months remaining / term of the life of 15 year in months) * 100.

STATE OF MICHIGAN

Contract No. 171180000000005

Survey grade equipment: High accuracy GPS, Total Stations, Digital levels, and other related surveying equipment.

SCHEDULE B Location Specification Sheet (LSS)/PRICING *Leica Geosystems, Inc.*

<u>CORS (Continuously Operating Reference Stations) and RTN (Real Time Networks) based equipment</u>	Manuf. Name (Leica Geosystems) / Model Description	Qty	Price	Extended	<u>3-4 Units % Discount</u>	<u>5-6 Units % Discount</u>	<u>9 or More Units % Discount</u>	<u>9 or More Units % Discount</u>
Part Number	CORS			20% Discount from List Price	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price
Product #	Description	Qty.	Price	Extension				
	GR50W Highline Reference Station							
841155	GR50W Highline , GNSS Receiver, 555 Channels,	1	19,790.00	19,790.00				
805687	GRL120, GR50 WLAN option for GR50W WLAN ready units only	1	560.00	560.00				
793975	GEB242, large lithium ion battery 14.8V/5.8Ah for GR 50 receivers	1	410.00	410.00				
774437	GEV242 Power supply for GR10 receiver, for indoor use only, input 100V-240VAC 50-60Hz, output 24VDC.	1	265.00	265.00				
731772	AC Power Cable 3 Pole	1	10.00	10.00				
767856	MSD100, industrial grade SD Memory card 1 GB	1	200.00	200.00				
774440	GEV250 Wall Mount Kit for GR10 receiver. For attaching the receiver to a wall bench, table	1	80.00	80.00				
794207	GNSS choke ring antenna for GPS/GLONASS/Galileo/Compass/QZSS receivers. Includes Galileo E6 and L-Band signals. Planar structure element and choke ring.	1	7,880.00	7,880.00				
794208	AR20 Radome Antenna	1	320.00	320.00				
	Price of Equipment			29,515.00				
	Less 20% MiDeal - MDOT Discount			(5,903.00)				
	Purchase Price of Equipment Purchase			23,612.00				

Shipping Included (Freight On Board - MDOT - 425 West Ottawa, Lansing, Michigan)

<u>Geodetic Grade - Global Positioning System (GPS) Receivers</u>					<u>3-4 Units % Discount</u>	<u>5-6 Units % Discount</u>	<u>9 or More Units % Discount</u>	<u>9 or More Units % Discount</u>
Part Number:	Geodetic Grade GNSS Receivers (Base / Rover)	Qty	Price	Extended	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price
	GNSS Receivers / Base & Rover							
838035	GS16 3.75G & UHF RX/ TX Performance Smart Antenna includes:	2	16,400.00	32,800.00				
843513	GLONASS Option for GS16	2	1,250.00	2,500.00				
838035	Galileo Option for GS16	2	1,250.00	2,500.00				
772806	GEB212, Battery internal Li-Ion 2600mAh	6	140.00	840.00				
	Base Station Set Up Equipment							
667301	GST120-9 Geodetic Tripod	1	365.00	365.00				
667316	SNLL121 Sesornadir laser plummet	1	1,100.00	1,100.00				
667217	GAD 31 Screw to Stub Adaptor	1	140.00	140.00				
777508	GDF321 non-optical plummet tribrach	1	385.00	385.00				
667244	GZS4-1 Height Hook with integrated tape measure: supplied with additional tape graduated in ft & inches	1	200.00	200.00				
	Cables for Base Set Up Only							
796492	GEV264 "Y" Cable / GS14 - GEV275- GEV71	1	400.00	400.00				
817713	GEV275 - Cable Goes from "Y" cable to SATEL Base Port	1	285.00	285.00				
767791	GAD109 adaptor (Rover)	1	80.00	80.00				
667243	GAT2 Gainflex Antenna (Rover)	1	50.00	50.00				
	Satel 35 Watt Base - Narrow Band							
844965	HPR3 Sateline -4 Pro Base Radio	1	2,495.00	2,495.00				

806098	GST74 Antenna Mast including Tripod	1	450.00	450.00
806100	GAT24, UHF Antenna 450-470 Mhz	1	80.00	80.00
806101	GAD117, Adapter Antenna to Mast	1	100.00	100.00
806096	GVP711, Softbag for Battery and Power Cables	1	100.00	100.00
806097	GVP712, Container for Satel Radio	1	200.00	200.00
8238945	SAE Power Cables for Customer Purchased Battery	1	155.00	155.00
439038	GEV71 4m Car Battery cable	1	235.00	235.00
	CS20 Field Controller, SmartWorx Viva Software and Accessories			
823167	CS20 3.75G / CDMA Disto Field Controller including: CS20 Controller Ruggedized WinEC7 Full 5" WVGA Touch Display 2 GB eMMC Flash Memory 1 GB SDRAM Internal DISTO SD Card Slot 5MP Camera with LED Flash Internal Blue Tooth Internal TPS Bluetooth QWERTY Keyad Attached Stylus Internal Robotic Radio	1		9,400.00
6012455	Captivate Michigan Standard Onboard - Application Package includes:			
827698	Captivate Onboard Software			
827699	CS20 - Measure and Stake to a Line			
827700	CS20 - Measure to Plane / Grid			
827701	CS20 - Area Division			
827702	CS20 - Stake DTM			
827703	CS20- Volume Calculations			
827708	CS20 - Hidden Point			
827709	CS20- Traverse			
827711	CS20- Sets of Angles			
827712	CS20 - Quick Volume			
834301	CS20- Set Orientation			
834305	CS20- Auto Setup			
850623	CS20 - ESRI Shapefile Exporter			
827714	Leica Active Assist			
827704	CS20- Measure and Stake to Road (Road Runner) CS20 Accessories			
807245	GHT68 Utility hook for attaching CS20 to tripod or belt	1	30.00	30.00
799190	GEB331 Batteries for CS20	3	190.00	570.00
807157	GHT66, Holder for attaching GST20 to GHT63	1	100.00	100.00
767880	GHT63 Clamp arrangement for attaching GHT62 to pole	1	100.00	100.00
752292	GLS30 Telescopic Carbon Fiber GNSS Plumbing Pole	1	455.00	455.00
772807	GEV237 GS14 to CS20 Cable	1	290.00	290.00
817053	GVP721 Container for GNSS Base Rover Case Smart Charger (to maintain Lithium battery health)	1	200.00	200.00
799187	GKL341 Multi Bay (4) Smart Charger	1	750.00	750.00

Price of Equipment	57,355.00
Less 20% MiDeal - MDOT Discount	(11,471.00)
Purchase Price of Equipment Purchase	45,884.00

Shipping Included (Freight On Board - MDOT - 425 West Ottawa, Lansing, Michigan)

Fully Robotic Total Station					3-4 Units % Discount	5-6 Units % Discount	9 or More Units % Discount	9 or More Units % Discount
Part Number:	Fully Robotic Total Station	Qty	Price	Extended	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price

822453	TS16 Power Search , 3" R500 Total Station with Powersearch Automatic Target Recognition Total Station, 1 Keyboard, Laser Plummet, Standard Applications, User Manual & Carrying Case, Color Touch Screen	1	24,950.00	24,950.00
813810	GTS36 2nd Keypad with full 5" WVGA Color touch screen	1	900.00	900.00
788853	RH16 Radio Handle with integrated Radio	1	1,650.00	1,650.00
639985	GRZ4, 360 degree Prism	1	995.00	995.00
827646	Leica Captivate - Measure & Stakeout for TS16P	1	1,500.00	1,500.00
733270	GDF321 Pro Tribrach with optical plummet, pale green	1	385.00	385.00
793973	GEB222, Li-ion battery, 7.4VDC/6Ah, rechargeable	3	220.00	660.00
667718	GHM007 Instruments Height Meter	1	55.00	55.00
722045	GHT196 Distance Holder for Height Meter CS20 Field Controller, SmartWorx Viva Software and Accessories	1	15.00	15.00
823167	CS20 3.75G / CDMA Disto Field Controller including: CS20 Controller Ruggedized WinEC7 Full 5" WVGA Touch Display 2 GB eMMC Flash Memory 1 GB SDRAM Internal DISTO SD Card Slot 5MP Camera with LED Flash Internal Blue Tooth Internal TPS Bluetooth QWERTY Keyad Attached Stylus Internal Robotic Radio	1		9,400.00
6012455	Captivate Michigan Standard Onboard - Application Package includes:			
827698	Captivate Onboard Software			
827699	CS20 - Measure and Stake to a Line			
827700	CS20 - Measure to Plane / Grid			
827701	CS20 - Area Division			
827702	CS20 - Stake DTM			
827703	CS20- Volume Calculations			
827708	CS20 - Hidden Point			
827709	CS20- Traverse			
827711	CS20- Sets of Angles			
827712	CS20 - Quick Volume			
834301	CS20- Set Orientation			
834305	CS20- Auto Setup			
850623	CS20 - ESRI Shapefile Exporter			
827714	Leica Active Assist			
827704	CS20- Measure and Stake to Road (Road Runner) CS20 Accessories			
807245	GHT68 Utility hook for attaching CS20 to tripod or belt	1	30.00	30.00
799190	GEB331 Batteries for CS20	3	190.00	570.00
807157	GHT66, Holder for attaching GST20 to GHT63	1	100.00	100.00
767880	GHT63 Clamp arrangement for attaching GHT62 to pole	1	100.00	100.00
752292	GLS30 Telescopic Carbon Fiber GNSS Plumbing Pole	1	455.00	455.00
772807	GEV237 GS14 to CS20 Cable	1	290.00	290.00
817053	GVP721 Container for GNSS Base Rover Case Smart Charger (to maintain Lithium battery health)	1	200.00	200.00
799187	GKL341 Multi Bay (4) Smart Charger Tripod and Poles	1	750.00	750.00
667301	GST120-9 Geodetic Tripods with Locking Legs Poles & Tips	1	365.00	365.00
103667	5192-02 Topo Shoe Point Combo	1	59.95	59.95
105680-5219-03	5219-03 PP Bi-Pod Carbon Fiber PG86	1	277.95	277.95
105698-5217-30	5217-30 Bi-Pod Leg Clip PG85	1	14.95	14.95

766359 GLS31 Carbon Fiber Pole with Leica Stub for 360 Prism 1 455.00 455.00

Price of Equipment 44,177.85
 Less 20% MiDeal - MDOT Discount (8,835.57)
Purchase Price of Equipment Purchase 35,342.28

Shipping Included (Freight On Board - MDOT - 425 West Ottawa, Lansing, Michigan)

Non- Robotic Total Station					3-4 Units % Discount	5-6 Units % Discount	9 or More Units % Discount	9 or More Units % Discount
Part Number:	Non-Robotic Total Station	Qty	Price	Extended	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price
785778	TS06 Plus 5" Total Station with one keyboard Reflectorless EDM 500m Full Numeric Keypad RS-232 Interface Communication Sidecover (USB & BT) Laser Plummet Container Lens Hood	1	8,450.00	8,450.00				
765310	GTS26 - 2nd Keyboard for TS06 Instrument	1	400.00	400.00				
733270	GEB221, Li-ion battery, 4Ah, rechargeable -	2	190.00	380.00				
777509	GDF322 Pro Tribrach with Optical Plummet	1	495.00	495.00				
				Price of Equipment	9,725.00			
				Less 20% MiDeal - MDOT Discount	(1,945.00)			
				Purchase Price of Equipment Purchase	7,780.00			

Shipping Included (Freight On Board - MDOT - 425 West Ottawa, Lansing, Michigan)

Digital Levels					3-4 Units % Discount	5-6 Units % Discount	9 or More Units % Discount	9 or More Units % Discount
Part Number	Digital Levels	Qty	Price	Extended	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price
804549	LS15 0.3mm Precision Digital Level including: Magnetically damped compensator Auto focus Wide angle camera Compass Internal memory Communication Interface (RS232, USB Host, USB Device, BT) Leveling application programs Calibration Certificate - Silver Quick Guide Container	1	8,200.00	8,200.00				
813781	SPF05, 5" WVGA Screen Protector Batteries and Charger	1	50.00	50.00				
799190	GEB331, Li-Ion Battery, 12.2V/2.8Ah, rechargeable	2	190.00	380.00				
799185	GKL311 Single Charger Prof 3000 Leveling Rods	1	140.00	140.00				
522793	Dual Face GKNL4F, 13.3 feet - 3 section leveling rods	1	380.00	380.00				
197000	Base plates for leveling rods (turtles)	1	120.00	120.00				
				Price of Equipment	9,270.00			
				Less 20% MiDeal - MDOT Discount	(1,854.00)			
				Purchase Price of Equipment Purchase	7,416.00			

Shipping Included (Freight On Board - MDOT - 425 West Ottawa, Lansing, Michigan)

Automatic Levels					<u>3-4 Units % Discount</u>	<u>5-6 Units % Discount</u>	<u>9 or More Units % Discount</u>	<u>9 or More Units % Discount</u>
Part Number	Automatic Levels	Qty	Price	Extended	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price
833190	NA730 Plus Universal Automatic Level (PLUS) or any of the following:	1		1,145.00				
641982	NA720		495.00					
641983	NA724		695.00					
641984	NA728		895.00					
641985	NA30		995.00					
	Price of Equipment			1,145.00				
	Less 20% MiDeal - MDOT Discount			(229.00)				
	Purchase Price of Equipment Purchase			916.00				
	Or							
352036	NA2 Universal Automatic Level (Geodetic Grade)	1	3,295.00	3,295.00				
	Price of Equipment			3,295.00				
	Less 20% MiDeal - MDOT Discount			(659.00)				
	Purchase Price of Equipment Purchase			2,636.00				
	Shipping Included (Freight On Board - MDOT - 425 West Ottawa, Lansing, Michigan)							

Lidar Equipment (HDS)					<u>3-4 Units % Discount</u>	<u>5-6 Units % Discount</u>	<u>9 or More Units % Discount</u>	<u>9 or More Units % Discount</u>
Part Number:	LIDAR	Qty	Price	Extended	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price
	High Definition Scanning (Static)							
6009377	Leica ScanStation P40	1	123,915.00	123,915.00				
6009451	1 Yr ScanStation P40/P30 CCP Silver	1	5,100.00	5,100.00				
799187	GKL341 Charger Prof 5000. Charges up to 4 batteries, including power cable	1	750.00	750.00				
822694	GZT21, 4.5" circular black/white tilt & turn target for ScanStation.	10	325.00	3,250.00				
823044	GAD50, Adaptor for mounting reflectors and target plates with stub fitting on 5/8" carriers.	10	85.00	850.00				
790314	GVP703, Softbag	3	40.00	120.00				
670227	Fixed Height Target Pole with 5/8" male threaded post for half sphere and full sphere targets	10	135.00	1,350.00				
670223	Target Tripod - Thumb release tripod for twin-target pole and fixed height	10	210.00	2,100.00				
670224	Target Tripod Bag - Red	10	75.00	750.00				
841807	Leica Basic Package - iStar Fusion	1	8,500.00	8,500.00				
	Price of Equipment			146,685.00				
	Less 20% MiDeal - MDOT Discount			(29,337.00)				
	Purchase Price of Equipment Purchase			117,348.00				
	Shipping Included (Freight On Board - MDOT - 425 West Ottawa, Lansing, Michigan)							
6009130	Pegasus:Two with Z+F 9012	1	615,990.00	615,990.00				
822231	Pegasus:Two Mobile Mapping System	1	311,627.00	311,627.00				
810763	Rugged Weather Cover	1	444.00	444.00				
822966	Shipping Case Pegasus:Two, small	1	3,331.00	3,331.00				
822234	Accessories Case Pegasus:Two	1	999.00	999.00				
822029	Power Cable Pegasus:Two	1	777.00	777.00				
820793	Pegasus:Two camera - sky view w/ mount	1	6,106.00	6,106.00				
820837	Pegasus:Two Rotational Mount	1	3,331.00	3,331.00				

820209	Pegasus:Two Battery w/ USB and Ethernet	1	14,988.00	14,988.00
819960	Battery Charger MEC Nova 300I	1	666.00	666.00
803933	Power Cord, North America and Related	1	11.00	11.00
822232	Pegasus:Two - Instruction Manual - Engl.	1	222.00	222.00
811069	Z+F 9012 Profiler Scanhead	1	72,385.00	72,385.00
820859	Laser Profiler Z+F 9012 Interface	1	1,665.00	1,665.00
832247	Pegasus MDA License FL	1	44,408.00	44,408.00
5305744	1yr Leica Pegasus MDA SWM	1	4,441.00	4,441.00
810761	Inertial Explorer License	1	16,653.00	16,653.00
832281	Pegasus AutoP License FL	1	25,723.00	25,723.00
5305745	1yr Leica Pegasus AutoP SWM	1	4,441.00	4,441.00
832297	Pegaus MapFactory ArcGIS Lic. FL	1	10,214.00	10,214.00
5305746	1yr Leica Pegasus MapFactory ArcGIS SWM	1	4,441.00	4,441.00
832324	Pegasus ManualP License FL	1	17,186.00	17,186.00
5305775	1yr Leica Pegasus ManualP SWM	1	3,331.00	3,331.00
808788	Infinity Basic Licence FL	1	1,665.00	1,665.00
832328	Pegasus Calibration Lic.FL	1	17,674.00	17,674.00
5305776	1yr Calibration SW Maintenance	1	3,331.00	3,331.00
6009148	Wheel Transducer and Clamp Pegasus:Two	1	13,322.00	13,322.00
822264	Additional GPS Antenna for Pegasus:Two	1	4,108.00	4,108.00
822740	Pegasus:Two Pavement Camera w/ mount	1	8,500.00	8,500.00
5003878	Pegasus:Two Training 7 days max 4 Person	1	20,000.00	20,000.00

Price of Equipment	615,990.00
Less 20% MIDeal - MDOT Discount	(123,198.00)
Purchase Price of Equipment Purchase	492,792.00

Shipping Included (Freight On Board - MDOT - 425 West Ottawa, Lansing, Michigan)

Geographic Information System Grade (GIS) - GPS Receiver					3-4 Units % Discount	5-6 Units % Discount	9 or More Units % Discount	9 or More Units % Discount
Part Number:	Geographic Informaiton System Grade (GIS) Receiver	Qty	Price	Extended	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price
	Leica Zeno 20 Android UMTS Pole Pack - Complete Stand Alone System							
6009321	Leica Zeno 20 Android UMTS Pole Pack (L1 GPS Only), add 799815	1	8,210.00	8,210.00				
	Items included in pole package: 1.2m external antenna cable. Connects GS05 or GS06 to the external antenna AZ212, Hard container for Zeno 20. Fits the Zeno 20, pole mount, external antenna and accessories. GHT63, Clamp arrangement for attaching the GHT62 holder to all poles. AZ213, Softbag for Zeno 20 for transportation and protection. Includes belt loop. GLS30, telescopic carbon GNSS pole with 5/8" screw. Snap locks at 1.80m and 2.00m. Includes circular bubble AZ204, Pole mount to attach the Zeno 20 to a Leica GNSS pole, includes plate & mount. (AZ204 does not include a pole clamp, add PN - 767880, GHT63 Pole Clamp) AS10, GPS/GLONASS/Galileo triple frequency antenna Package contains Leica Zeno 20, Battery, USB Cable, AC Charger, Handstrap and Stylus.							
799815	GSW1140, L1/L2 GPS+Glonass option for GG03, CS25 GNSS plus & Zeno 20	1	3,950.00	3,950.00				
827899	Leica Zeno Connect on Zeno 20 with Android Operating Sytsem.	1	800.00	800.00				
832737	Leica Zeno Mobile on Zeno 20 'Professional' - with Android Operating Sytsem.	1	1,250.00	1,250.00				
823054	AZ206, Lithium Ion Battery for Zeno 20, 5200 mAh (19.2 Wh), chargeable	1	300.00	300.00				
823055	AZ207, Desktop Charger for Zeno 20 Battery (AZ206), includes power adapter	1	225.00	225.00				
823058	AZ210, 16 GB Professional 3000 microSD Card for Zeno 20.	1	400.00	400.00				

Price of Equipment	15,135.00
Less 20% MiDeal - MDOT Discount	(3,027.00)
Purchase Price of Equipment Purchase	12,108.00

(GNSS GIS Antenna - Bring Your Own Device (Windows 10 / Android / IOS Support - Oct / Nov 2017))

844565	GG04 Professional Multi-Frequency GNSS SmartAntenna, 555 channels GNSS receiver with options: Multi-Frequency, GPS&GLONASS, RTK processing kernel, 20 Hz, upgradeable with GG04 options: (e.g. Galileo). A Zeno Connect license is already included with the GG04 in order to use the antenna on Android mobile devices (smartphones/tablets) via Zeno Connect from the Google Play Store.	1	8,140.00	8,140.00
772806	GEB212, Lithium Ion battery, 7.4V / 2.6Ah, chargeable	1	140.00	140.00
799185	GKL311 Single Charger Prof 3000. Charger for one Li-Ion battery including AC/DC adaptor and cigarette lighter cable	1	140.00	140.00
788863	GVP702 Hard container for GG03, CS25 plus rugged tablet computer or the CS15/Zeno 15 controller and accessories	1	250.00	250.00
752292	GLS30, telescopic carbon GNSS pole with 5/8" screw. Snap locks at 1.80m and 2.00m. Includes circular bubble	1	455.00	455.00

Select one of the following:

854153	Pole Mount to attach a smartphone (up to 3.25" phone width) to a Leica GNSS pole, includes plate and mount.	1	260.00	260.00
857351	Pole mount to attach a smartphone (3"-4.5" phone width) to a Leica GNSS pole, includes plate and mount.	1	260.00	260.00
857383	Pole mount to attach a tablet (9-10" screen) to a Leica GNSS pole, inclu	1	550.00	550.00

Price of GG04 Professional Antenna	10,195.00
Less 20% MiDeal - MDOT Discount	(2,039.00)
Purchase Price of Equipment Purchase	8,156.00

Unmanned Aerial Vehicles					3-4 Units % Discount	5-6 Units % Discount	9 or More Units % Discount	9 or More Units % Discount
Part Number:	Unmanned Aerial Vehicles	Qty	Price	Extended	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price
Aibotix X6 UAS								
6011293	Aibotix Basic Copter Package X6-BKP	1	29,950.00	29,950.00				
821069	Aibotix GeoBox for geo-referencing imagery taken with the Aibot	1	1,240.00	1,240.00				
821071	Aibotix On-top camera bracket with roll and pitch compensation	1	3,580.00	3,580.00				
821073	Aibotix X6 Transport Case	1	1,290.00	1,290.00				
821074	Aibotix X6 Transport Bag	1	700.00	700.00				
846193	Aibotix High Precision GNSS	1	7,800.00	7,800.00				
6010695	Aibotix RTK Radio Link 450 - 470 MHz Set	1	2,495.00	2,495.00				
6011056	Aibotix Live Video Package X6	1	6,290.00	6,290.00				
6011058	Sony ILCE-6000B Set	1	2,995.00	2,995.00				
821093	Aibotix Ground Station & GPS Waypoint SW (GSSW)	1	2,995.00	2,995.00				
8243720	Image Processing Software	1	4,500.00	4,500.00				
98557	System Installation and Training - On site (per day)	4	1,500.00	6,000.00				
Price of Equipment				69,835.00				
Less 20% MiDeal - MDOT Discount				(13,967.00)				
Purchase Price of Equipment Purchase				55,868.00				

Shipping Included (Freight On Board - MDOT - 425 West Ottawa, Lansing, Michigan)

Real-Time Monitoring Equipment and Services					3-4 Units % Discount	5-6 Units % Discount	9 or More Units % Discount	9 or More Units % Discount
Part Number:	Real-Time Monitoring Equipment and Services	Qty	Price	Extended	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price
GeoMoS Monitoring System								

805085	TM50 I,5" (0.3mgon), Total Station delivered with one full VGA colour touch screen,	1	42,105.00	42,105.00
781305	TS SmartWorx Viva License Key	1	700.00	700.00
641762	(OPTIONAL) GMP104, Mini prism, with L-bar, for fixed installations.	1	120.00	120.00
				0.00
777508	GDF321, Tribrach without optical plummet	1	385.00	385.00
827646	Leica Captivate - Measure & Stakeout for TS/MS	1	1,500.00	1,500.00
807696	GEV270, Power supply unit for TPS/GNSS/L.S. For indoor use only. Inpu	1	300.00	300.00
808325	COMGT10 UMTS, Leica ComGate10 wireless router to connect Leica TF	1	1,480.00	1,480.00
808333	GEV271, Y-Cable for Leica ComGate10 4m, connects Leica MS50/TS50/	1	300.00	300.00
722411	Cable with protection fuse to connect 12V power supply to GPS receive	1	170.00	170.00
731772	AC Power Cable US 3-prong	1	10.00	10.00
6009390	1 yr Nova (TS/MS60) Basic CCP	1	640.00	640.00
6008100	1 yr Nova (TS/TM/MS50) Basic CCP	1	620.00	620.00
774119	GeoMoS Monitor	1	1,490.00	1,490.00
	GeoMoS Monitor is a software to collect and store the monitoring data.			0.00
	Following functionalities are supported:			
	- Connection to sensors (serial or TCP/IP) with valid Sensor Lic. (Incl. GeoCOM Robotics & Imaging Lic.)			
	- Project management			
	- Multiple active projects			
	- User levels			
	- Learn points			
	- Manual total station coordinate determination with Free Station, Distance Intersection or GNSS Update			
	- Automatic measurements with various options			
	- Blunder tolerance checks on raw data			
	- Information about the current system and measurement status			
	- Calculation of GNSS displacements and daily average results			
	- Automatic database export			
	- SQL Server 2005 Express database included			
774135	GeoMoS Monitor Option 1 (Computation)	1	5,230.00	5,230.00
	Automatic Total Station coordinate determination with different methods (free Station, Distance Intersection or GNSS Update.			0.00
	- Calculation of any Total Station results including coordinates displacements, profiles, distance reduction.			
	- Calculation of any Total station corr'n with Free Station, Distance Intersection, Orientation, PPM and Vz Corr'n groups and associated point group properties.			
	- Calculation of daily average results for Total Stations.			
	- Computation of virtual sensors with constants, mathematical functions and/or logic operators.			
774136	GeoMoS Monitor Option 2 (Limit Checks and Messaging).	1	2,780.00	2,780.00
	Automatic computation of limit checks			0.00
	- Multiple levels of limit checks (yellow, orange, red)			
	- Limit Level 1, 2 and 3 can be assigned independent actions			
	- Four different types of limit check computation (absolute, short time, long time and regression)			
	- Allows emails & SMS to be sent, apps to be run, the database to be queried & digital outputs to be set when defined msgs. are generated by the system.			
807098	GeoMoS Monitor Option 3 (Scanning)	1	8,980.00	8,980.00
	Image assisted learning of multiple scan areas			0.00
	- Automatic scanning			
	- Color coded deformation cloud on high resolution images			
	- Deformation volume			
774134	Sensor License	30	120.00	3,600.00
	The sensor license concept means that the software scales with the number and type of sensors you ha			0.00
774120	GeoMoS Analyzer	1	3,980.00	3,980.00

	GeoMoS Analyzer is an analysis tool that can be used to view data collected by any GeoMoS Monitor.			0.00
	- Graphical and numerical visualization of results			
	- More than one installation of Analyzer may access the data and do analysis simultaneously.			
	- Project management			
	- User levels			
	- Outlier detection algorithm			
	- Set results invalid/valid			
	- Enter comments			
	- Customizable graphics			
	- Customizable reports with filter and search mechanism			
	- Export to other systems e.g. ASCII, DXF and BMP			
5306356	GeoMos Now! Professional, 3 month subscriptio	1	1,320.00	1,320.00
	Professional subscription package GeoMoS Now! as a service in the cloud.			0.00
	- Includes all functionality of Standard subscription package (5306355)			
	- Limitation: Max. 10 users of GeoMoS Now! and use of GeoMoS Monitor databases with up to 600 points			
6004311	1 yr GeoMos Monitor CCP Basic	1	6,340.00	6,340.00
6004324	1 yr GeoMos Analyzer CCP Basic	1	790.00	790.00
6430436	Monitoring System Installation Per Day	1	1,750.00	1,750.00

Price of Equipment	84,590.00
Less 20% MiDeal - MDOT Discount	(16,918.00)
Purchase Price of Equipment Purchase	67,672.00

<u>Accessories</u>					<u>3-4 Units % Discount</u>	<u>5-6 Units % Discount</u>	<u>9 or More Units % Discount</u>	<u>9 or More Units % Discount</u>
	Part Number: Accessories	Qty	Price	Extended	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price	20% Discount from List Price

Please See "Accessories" Price List.

Leica Geosystems International Limited Warranty

EXPRESS WARRANTY FOR HARDWARE. Leica Geosystems AG ("Leica Geosystems"), warrants to the original end user ("Customer") that this Product will be free from defects in workmanship and materials, under normal use, for generally one (1) year, except for (i) DISTO™ products for which two (2) years shall apply, and (ii) batteries for which ninety (90) days shall apply, unless such warranty period has been extended by Leica Geosystems, and provided any and all operating and maintenance instructions are strictly respected, in particular in case of extreme and/or continuous applications/use of the Product. The warranty period begins on the proved purchase date (or if applicable, date of delivery or date of acceptance report). Leica Geosystems' sole obligation under this express warranty shall be, at Leica Geosystems' sole option and expense, to replace or repair the Product or part, or refund the purchase price paid for the Product. Leica Geosystems warrants any repaired or replaced Product or part for a period of ninety (90) days from shipment, or through the end of the original warranty, whichever is longer. All Products or parts that are replaced become the property of Leica Geosystems. This express warranty does neither cover consumables, such as reflectors, bulbs and fuses, nor third party products. This Warranty shall be null and void in case of installation, connection or use with the Product of any accessory other than authorised original Leica Geosystems accessories.

EXPRESS WARRANTY FOR SOFTWARE. For "System Software" (defined as operating software and/or firmware necessary for switching on and running the Product), all provisions contained in this International Limited Warranty shall apply as for hardware. With respect to "Application Software" (defined as pre-installed or loadable on-board software and/or office or PC-based software for particular operations of the Product and/or data), the warranty provisions contained herein shall expressly not apply. For further information on the scope of the warranty coverage for Application Software please refer to the correspondent Software License Agreement.

OBTAINING WARRANTY SERVICE. Customer must contact the authorized distributor of Leica Geosystems or, with the exception of DISTO™ products, Leica Geosystems' Service Center indicated by Leica Geosystems within the applicable warranty period to obtain warranty service authorization. Dated proof of original purchase from Leica Geosystems or its authorized distributor and a description of the defect will be required. Leica Geosystems is not responsible for Products or parts received without a warranty service authorization. Repaired or replacement Products will be shipped to Customer at Leica Geosystems' expense. The repaired product or part will be shipped as soon as reasonably possible. Leica Geosystems shall not be responsible for any damages occurring during such shipment. Leica Geosystems shall, at its sole discretion, decide on the place of performance for work under warranty. For Products forming part of a fixed installation, such place of performance shall be the site of such installation and Leica Geosystems shall have the right to charge for additional costs for such services under warranty if the site of the Product is other than where the Product was originally installed or shipped.

WARRANTY EXCLUSIVE. Customer's sole remedy for breach of the warranty shall be the express warranty. The

foregoing warranty is exclusive and is in lieu of all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement, any warranties arising by usage of trade, course of dealing or course of performance, any warranty that the Software is compatible with any particular hardware or software, that the Software will run properly on Customer's equipment and will not cause damage to Customer's equipment or data, and any warranty that the operation of the Software will be uninterrupted or "error free", all of which are expressly disclaimed.

Leica Geosystems shall not be liable if the alleged defect or malfunction was caused by Customer's or any other person's misuse, neglect, improper installation, installation, connection or use with the Product of any accessory other than authorised original Leica Geosystems accessories, unauthorised attempts to open, repair or modify the Product, inadequate maintenance, disregard of operating instructions, excessive load or stress, normal wear and tear, or any other cause beyond the range of its intended use, by accident, fire, or other hazards, or other cause not due or attributable to Leica Geosystems. This warranty does not cover physical damage to the Product or malfunctions resulting from the use of the Product in conjunction with any sort of ancillary or peripheral equipment and Leica Geosystems determines that there is no fault with the Product itself.

LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LEICA GEOSYSTEMS ALSO EXCLUDES ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING SLIGHT AND MEDIUM NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS BY CUSTOMER, OR FOR THE LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER INFORMATION OR FINANCIAL LOSS ARISING OUT OF OR IN CONSEQUENCE WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THIS PRODUCT, EVEN IF LEICA GEOSYSTEMS OR ITS DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE PAID, AT LEICA GEOSYSTEMS' OPTION. THIS LIMITATION OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE COMPLETE EXCLUSION OR LIMITATION OF LIABILITY OF CLAIMS AND DAMAGES AS SET HEREINBEFORE, LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. ALSO THE LIABILITY FOR AUXILIARY PERSONNEL SHALL TO THE EXTENT PERMITTED BY APPLICABLE LAW BE EXCLUDED.

DISCLAIMER. Should a court of jurisdiction not allow the entire exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain

products supplied to consumers, or the limitation of liability for personal injury, such implied warranties and such liabilities will be limited to the duration of the applicable express warranty

SEVERABILITY. If any provision of this Limited Warranty is found by any competent authority to be void, invalid or unenforceable, such provision shall be deemed to be deleted from this Limited Warranty and the remaining provisions of this Limited Warranty shall continue in full force. In this event, the Limited Warranty shall be construed, and, if necessary, amended in a way to give effect to, or to approximate, or to achieve a result which is as close as legally possible to the result intended by the provision hereof determined to be void, illegal or unenforceable.

THIRD PARTY BENEFICIARY. The parties expressly agree that subsidiaries of Leica Geosystems, including the entity from whom the Customer purchased the Product, is a third

party beneficiary of this International Limited Warranty, and, without limiting the foregoing, such subsidiaries shall have all defenses available to Leica Geosystems under this International Limited Warranty.

GOVERNING LAW AND PLACE OF JURISDICTION. This Limited Warranty shall be governed by the laws of Switzerland, excluding all conflict of laws principles and excluding the United Nations Convention on the International Sale of Goods dated 11 April 1980. The ordinary courts at the Leica Geosystems registered office in Balgach, Switzerland shall be competent. Leica Geosystems shall, at its sole discretion, also be entitled to take legal action in the competent courts at the Customer's place of business or domicile. With this Limited Warranty, Leica Geosystems grants Customer specific legal rights which do not restrict any statutory consumer rights.

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Heerbrugg, 25 March 2013