Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **August 18, 2010**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B7200015
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Michigan Surveyor Supply Inc.** **5700 Aurelius Rd. Suite 500** **Lansing, MI 48911** **Email: jdriftmyer@cityblueprintoftoledo.com**	TELEPHONE: Jame E. Driftmyer **(800) 548-1503** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-7233 **Don Mandernach**
Contract Compliance Inspector: Andrew Semenchuk **Survey Instrument Equipment – Michigan Department of Transportation (MDOT)**	
CONTRACT PERIOD: From: **October 1, 2006** To: **October 1, 2011**	
TERMS **Net 30 Days**	SHIPMENT **30 ARO**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **1 Unit**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE (S):

Effective August 10, 2010, the last option year available on this Contract is exercised; therefore the contract expiration date is hereby changed to October 1, 2011.

Effective August 10, 2010 the buyer for this Contract is CHANGED to Donald Mandernach (517) 241-7233.

All other Terms and Conditions, and Pricing remain unchanged.

AUTHORITY/REASON:

Per agency Purchase Request Form dated 7/30/2010 and vendor agreement by letter dated 8/12/2010.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $425,486.55

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

June 23, 2009

CHANGE NOTICE NO. 4
OF
CONTRACT NO. 071B7200015
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Jame E. Driftmyer **(800) 548-1503**
Michigan Surveyor Supply Inc. **5700 Aurelius Rd. Suite 500** **Lansing, MI 48911** **Email: jdriftmyer@cityblueprintoftoledo.com**	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 **Terry Harris**
Contract Compliance Inspector: Andrew Semenchuk **Survey Instrument Equipment – Michigan Department of Transportation (MDOT)**	
CONTRACT PERIOD: From: **October 1, 2006** To: **October 1, 2010**	
TERMS **Net 30 Days**	SHIPMENT **30 ARO**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **1 Unit**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE (S):

Effective immediately, this contract is EXTENDED to October 1, 2010.

All other Terms and Conditions, and Pricing remain unchanged.

AUTHORITY/REASON:

Per Agency request and DMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $425,486.55

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

December 23, 2008

CHANGE NOTICE NO. 3
OF
CONTRACT NO. 071B7200015
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Jame E. Driftmyer **(800) 548-1503**
Michigan Surveyor Supply Inc. **5700 Aurelius Rd. Suite 500** **Lansing, MI 48911** **Email: jdriftmyer@cityblueprintoftoledo.com**	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 **Terry Harris**
Contract Compliance Inspector: Andrew Semenchuk **Survey Instrument Equipment – Michigan Department of Transportation (MDOT)**	
CONTRACT PERIOD: From: **October 1, 2006** To: **October 1, 2009**	
TERMS **Net 30 Days**	SHIPMENT **30 ARO**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **1 Unit**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE (S):

Effective immediately $150,000.00 is moved from this Contract and added to Contract No. 071B7200014.

All other Terms and Conditions, and Pricing remain unchanged.

AUTHORITY/REASON:

Per Agency request and DMB Purchasing Operations.

TOTAL REVISED ESTIMATED CONTRACT VALUE: $425,486.55

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

June 4, 2008

CHANGE NOTICE NO. 2
OF
CONTRACT NO. 071B7200015
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Jame E. Driftmyer **(800) 548-1503**
Michigan Surveyor Supply Inc. **5700 Aurelius Rd. Suite 500** **Lansing, MI 48911** **Email: jdriftmyer@cityblueprintoftoledo.com**	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 **Terry Harris**
Contract Compliance Inspector: Andrew Semenchuk **Survey Instrument Equipment – Michigan Department of Transportation (MDOT)**	
CONTRACT PERIOD: From: **October 1, 2006** To: **October 1, 2009**	
TERMS **Net 30 Days**	SHIPMENT **30 ARO**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **1 Unit**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE (S):

This contract is hereby INCREASED by $105,601.50. This change notice is issued to include the Department of Natural Resources in the purchasing of TRIMBLE surveying equipment. Per the terms of the contract, "new products, upgrades or product changes" can be added during the term of the contract.

All other Terms and Conditions, and Pricing remain unchanged.

AUTHORITY/REASON:

Per DIT, MDOT, DNR, DMB and State Adboard approval on 6/3/2008

INCREASE: $105,601.50

TOTAL REVISED ESTIMATED CONTRACT VALUE: $575,486.55

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

October 16, 2006

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B7200015
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Jame E. Driftmyer **(800) 548-1503**
Michigan Surveyor Supply Inc. **5700 Aurelius Rd. Suite 500** **Lansing, MI 48911** **Email: jdriftmyer@cityblueprintoftoledo.com**	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 **Terry Harris**
Contract Compliance Inspector: Andrew Semenchuk **Survey Instrument Equipment – Michigan Department of Transportation (MDOT)**	
CONTRACT PERIOD: From: **October 1, 2006**	To: **October 1, 2009**
TERMS **Net 30 Days**	SHIPMENT **30 ARO**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **1 Unit**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE (S):

The Total Estimated Contract Value was stated incorrectly on the original Contract cover page. Effective immediately the Total Estimated Contract Value is $469, 885.05.

All other Terms and Conditions, and Pricing remain unchanged.

AUTHORITY/REASON:

Per Agency email (Rick Dolan) dated October 11, 2006 and DMB Purchasing Operations agreement.

TOTAL ESTIMATED CONTRACT VALUE: $469,885.05

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

September 18, 2006

NOTICE
OF
CONTRACT NO. 071B7200015
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Jame E. Driftmyer **(800) 548-1503**
Michigan Surveyor Supply Inc. **5700 Aurelius Rd. Suite 500** **Lansing, MI 48911** **Email: jdriftmyer@cityblueprintoftoledo.com**	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 **Terry Harris**
Contract Compliance Inspector: Andrew Semenchuk **Survey Instrument Equipment – Michigan Department of Transportation (MDOT)**	
CONTRACT PERIOD: From: **October 1, 2006**	To: **October 1, 2009**
TERMS **Net 30 Days**	SHIPMENT **30 ARO**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **1 Unit**	
MISCELLANEOUS INFORMATION:	

The terms and conditions of this Contract are those of ITB #071I6200282 this Contract Agreement and the vendor's quote dated July 7, 2006. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $277,551.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B7200015
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Jame E. Driftmyer **(800) 548-1503**
Michigan Surveyor Supply Inc. **5700 Aurelius Rd. Suite 500** **Lansing, MI 48911** **Email: jdriftmyer@cityblueprintoftoledo.com**	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 **Terry Harris**

Contract Compliance Inspector: Andrew Semenchuk
Survey Instrument Equipment – Michigan Department of Transportation (MDOT)

CONTRACT PERIOD:	From: **October 1, 2006**	To: **October 1, 2009**
TERMS **Net 30 Days**	SHIPMENT **30 ARO**	
F.O.B. **Delivered**	SHIPPED FROM **N/A**	
MINIMUM DELIVERY REQUIREMENTS **1 Unit**		

MISCELLANEOUS INFORMATION:
The terms and conditions of this Contract are those of ITB #071I6200282 this Contract Agreement and the vendor's quote dated July 7, 2006. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $277,551.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No.071I6200282. Orders for delivery will be issued directly by the Department of Transportation through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:	**FOR THE STATE:**
Michigan Surveyor Supply Inc. Firm Name	Signature
Authorized Agent Signature	**Jeffrey A. White, CPPB, Buyer Manager** Name/Title
Authorized Agent (Print or Type)	**Commodities Division, Purchasing Operations** Division
Date	Date

STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

Contract No. 071B7200015
Design Survey Equipment
Department of Transportation

Buyer Name: Terry Harris
Telephone Number: (517) 241-1650
E-Mail Address: harrist@michigan.gov

Design Survey Equipment

Article1 – Statement of Work (SOW) **1**
1.0 Introduction 1
1.001 DEFINING DOCUMENT **1**
1.002 PROJECT TITLE AND DESCRIPTION **1**
1.003 PROJECT CONTROL **1**
1.004 COMMENCEMENT OF WORK **1**
1.1 Product Quality 1
1.101 SPECIFICATIONS **1**
1.102 RESERVED **1**
1.103 RESERVED **1**
1.104 WARRANTY FOR PRODUCTS OR SERVICES **1**
1.2 Service Capabilities 1
1.201 CUSTOMER SERVICE/ORDERING **1**
1.202 TRAINING RESERVED **2**
1.203 REPORTING **2**
1.204 SPECIAL PROGRAMS RESERVED **2**
1.205 RESERVED **2**
1.3 Delivery Capabilities 2
1.301 TIME FRAMES **2**
1.302 MINIMUM ORDER **2**
1.303 PACKAGING **2**
1.304 PALLETIZING **2**
1.305 DELIVERY TERM **2**
1.306 RESERVED **3**
1.4 Project Price 3
1.401 PROPOSAL PRICING **3**
1.402 QUICK PAYMENT TERMS RESERVED **3**
1.403 PRICE TERM **3**
1.5 Quantity term 3
Article 2 – General Terms and Conditions **4**
2.0 Introduction 4
2.001 GENERAL PURPOSE **4**
2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR **4**
2.003 NOTICE **4**
2.004 CONTRACT TERM **4**
2.005 GOVERNING LAW **5**
2.006 APPLICABLE STATUTES **5**
2.007 RELATIONSHIP OF THE PARTIES **5**
2.008 HEADINGS **6**
2.009 MERGER **6**
2.010 SEVERABILITY **6**
2.011 SURVIVORSHIP **6**
2.012 NO WAIVER OF DEFAULT **6**
2.013 PURCHASE ORDERS **6**
2.1 Vendor/Contractor Obligations 6
2.101 ACCOUNTING RECORDS **6**
2.102 NOTIFICATION OF OWNERSHIP **6**
2.103 RESERVED **7**
2.104 RESERVED **7**
2.105 RESERVED **7**
2.106 PREVAILING WAGE-RESERVED **7**
2.107 PAYROLL AND BASIC RECORDS-RESERVED **7**
2.108 COMPETITION IN SUB-CONTRACTING **7**
2.109 RESERVED **7**
2.2 Contract Performance 7
2.201 RESERVED **7**

2.202 CONTRACT PAYMENT SCHEDULE **7**
2.203 POSSIBLE PROGRESS PAYMENTS-RESERVED **7**
2.205 ELECTRONIC PAYMENT AVAILABILITY **7**
2.206 MiDEAL PROGRAM (IF APPLICABLE) **7**
2.3 Contract Rights and Obligations 8
2.301 INCURRING COSTS **8**
2.302 CONTRACTOR RESPONSIBILITIES **8**
2.303 ASSIGNMENT AND DELEGATION **8**
2.304 TAXES **8**
2.305 INDEMNIFICATION **8**
2.306 LIMITATION OF LIABILITY **10**
2.307 CONTRACT DISTRIBUTION **11**
2.308 FORM, FUNCTION, AND UTILITY-RESERVED **11**
2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION **11**
2.310 LIABILITY INSURANCE **11**
2.311 WORKPLACE SAFETY **13**
2.312 WORKPLACE DISCRIMINATION **14**
2.313 RESERVED **14**
2.314 WEBSITE INCORPORATION **14**
2.4 Contract Review and Evaluation 14
2.401 CONTRACT COMPLIANCE INSPECTOR **14**
2.402 PERFORMANCE REVIEWS **14**
2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS **15**
2.5 Quality and Warranties 15
2.501 PROHIBITED PRODUCTS **15**
2.502 QUALITY ASSURANCE **15**
2.503 INSPECTION **15**
2.504 GENERAL WARRANTIES (goods) **15**
2.505 CONTRACTOR WARRANTIES-RESERVED **16**
2.506 RESERVED **16**
2.507 RESERVED **16**
2.508 RESERVED **16**
2.509 RESERVED **16**
2.6 Breach of Contract 16
2.601 BREACH DEFINED **16**
2.602 NOTICE AND THE RIGHT TO CURE **16**
2.603 EXCUSABLE FAILURE **16**
2.7 Remedies 17
2.701 CANCELLATION **17**
2.702 RIGHTS UPON CANCELLATION **18**
2.703 LIQUIDATED DAMAGES-RESERVED **18**
2.704 STOP WORK-RESERVED **18**
2.705 SUSPENSION OF WORK-RESERVED **18**
2.8 Changes, Modifications, and Amendments 18
2.801 APPROVALS **18**
2.802 TIME EXTENTIONS **18**
2.803 MODIFICATION **18**
2.804 AUDIT AND RECORDS UPON MODIFICATION **18**
2.805 CHANGES **19**

Attachments:

MDOT Design Survey Equipment Requirements.

Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

This Contract contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions.

1.002 PROJECT TITLE AND DESCRIPTION

This Contract is for Survey Equipment for Michigan Department of Transportation

Background Information:

Michigan Department of Transportation (MDOT) has an aging fleet of survey equipment. MDOT has an on-going equipment renewal and refresh schedule subject to budgetary constraints. MDOT has identified two vendors that meet the specifications for surveying equipment for use within the department. MDOT uses specialized coding that must be built into the equipment, Additionally the equipment must be 100% compatible with the other existing Equipment MDOT already owns.

1.003 PROJECT CONTROL

Project Control

a. Michigan Surveyor Supply Inc. will carry out this project under the direction and control of the MDOT.

b. Although there will be continuous liaison with Michigan Surveyor Supply Inc. team, the client agency's project director will meet as necessary with State agency Key Personnel for the purpose of reviewing progress and providing necessary guidance to Michigan Surveyor Supply Inc. in solving problems that arise.

1.004 COMMENCEMENT OF WORK

Michigan Surveyor Supply Inc shall show acceptance of this agreement by signing a copy of this contract and returning it to the contract administrator. Michigan Surveyor Supply Inc shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

1.1 Product Quality

1.101 SPECIFICATIONS

See attached for specifications.

1.102 RESERVED

1.103 RESERVED

1.104 WARRANTY FOR PRODUCTS OR SERVICES

Michigan Surveyor Supply Inc shall discuss all aspects of their warranty. This shall include the warranty associated with the actual product being proposed, as well as the warranty associated with any service work performed under this contract. Michigan Surveyor Supply Inc shall also discuss how they will handle any repairs that need to be made due to damaged or defective product, how installation problems will be rectified, and the process State agencies should follow to report warranty issues.

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

Michigan Surveyor Supply Inc. will supply our agency with manufacturer's catalog with discount prices and have the capacity to receive orders electronically, by phone, facsimile, and by written orders. Michigan Surveyor Supply Inc shall provide a statewide toll-free phone number for phone orders. Michigan Surveyor Supply Inc shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with the State place orders. Michigan Surveyor Supply Inc shall verify orders that have quantities that appear to be abnormal or excessive.

Michigan Surveyor Supply Inc shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. Michigan Surveyor Supply Inc customer service must respond to State agency inquiries promptly.

The Michigan Surveyor Supply Inc.

James E. Driftmyer
Michigan Surveyor Supply Inc.
5700 Aurelius Rd. Suite 500
Lansing, MI 48911
(800) 440-6500 (800) 548-1503

Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

All Purchase Order Contract Release Form is subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, this Contract shall control.

If mailed, Purchase Order Contract Release Form is considered "issued" when the State deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

1.202 TRAINING RESERVED

1.203 REPORTING

Michigan Surveyor Supply Inc. shall be able to provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

1.204 SPECIAL PROGRAMS RESERVED

1.205 RESERVED

1.3 Delivery Capabilities

1.301 TIME FRAMES

All order shall be delivered within 14 calendar days after receipt of order.

1.302 MINIMUM ORDER

It is requested that the minimum order is **1 unit**.

1.303 PACKAGING

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

1.304 PALLETIZING

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturers standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

1.305 DELIVERY TERM

(X) F.O.B.

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders of 1 unit to the State. Other F.O.B. terms will not be accepted and shall disqualify a bidder from further consideration.

Freight Charges - Should an agency order below the minimum order requirement of a Contract, or should a vendor quote F.O.B. Shipping Point on one-time purchases, Michigan Surveyor Supply Inc. for shipping products must use one of the following carriers. Orders being shipped from or to in the State of Michigan or the States of Illinois, Indiana, Ohio, and Wisconsin, use Alvan Motor Freight (Tel: (800) 632-4172, attention Earl Batenburg); orders being shipped from or to ALL other states, use Roadway Express, Inc. (Tel: (800) 253-3193, attention David Lewis).

United Parcel Service (UPS) must be used in instances where the weight of the shipment is less than 150 lbs., or where shipments could be separated into smaller parcels such as three (3) 50 lb. packages. Also, if the shipment weighs less than 150 lbs, but costs $3000 or more, it must be sent by the appropriate carrier listed above.

If Michigan Surveyor Supply Inc fails to follow these shipping instructions, the State shall pay the carrier used and deduct the difference from the Michigan Surveyor Supply Inc. invoice for the amount that was charged and the amount that would have been charged if the requested carrier had been used.

1.306 RESERVED

1.4 Project Price

1.401 PROPOSAL PRICING

See attached item listing.

1.402 QUICK PAYMENT TERMS RESERVED

1.403 PRICE TERM

(X) Firm Fixed Price (best for goods)

Prices quoted are firm for the entire length of this Contract.

1.5 Quantity term

Vendor agrees to supply all that the state requires

Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is for Survey Equipment for the State of Michigan. Exact quantities to be purchased are unknown, however Michigan Surveyor Supply Inc. will be required to furnish all such materials and services as may be ordered during this Contract period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to Michigan Surveyor Supply Inc. by various State Agencies on the Purchase Order Contract Release Form. Bids are due and will be publicly identified at the time noted on the Invitation To Bid (ITB) Form.

Various Michigan Department of Transportation (MDOT) Regions offices and Transportation Service Centers (TSC's) located across the State of Michigan may order from this Contract. This shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions. Units of local State may also issue orders.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

This Contract is issued by Purchasing Operation, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operation. Where actions are a combination of those of Purchasing Operations and the State agencies, the authority will be known as the State.

Purchasing Operation is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Purchasing Operation is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this Contract. Purchasing Operation will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of this Contract from any individual or office other than Purchasing Operation and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget
Purchasing Operation
Attn: Terry Harris
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) *241-1650*
harrist@michigan.gov

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately October 1, 2006 through October 1, 2009.

Option. The State reserves the right to exercise two (2) one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and Michigan Surveyor Supply Inc.'s ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operation to exercise an option year.

Extension. At the sole option of the State, this Contract may also be extended. Contractor performance, quality of products, price, cost savings, and Michigan Surveyor Supply Inc.'s ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operation to exercise an option year.

Written notice will be provided to this Contractor within thirty (30) days, provided that the State gives this Contractor a preliminary written notice of its intent to extend at least sixty (60) days before this Contract expires. The preliminary notice does not commit the State to an extension. If the State exercises this option, the extended contract shall be considered to include this option clause.

2.005 GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this Contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)
MI OSHA MCL §§ 408.1001 – 408.1094
Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.
Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.
MI Consumer Protection Act MCL §§ 445.901 – 445.922
Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.
Department of Civil Service Rules and regulations
Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.
Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.
MCL §§ 423.321, et seq.
MCL § 18.1264 (law regarding debarment)
Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.
Contract Work Hours and Safety Standards Act (CWHSAA) 40 USCS § 327, et seq.
Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795
Rules and regulations of the Environmental Protection Agency
Internal Revenue Code
Rules and regulations of the Equal Employment Opportunity Commission (EEOC)
The Civil Rights Act of 1964, USCS Chapter 42
Title VII, 42 USCS §§ 2000e et seq.
The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106
Sherman Act, 15 U.S.C.S. § 1 et seq.
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.
Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

The relationship between the State and Michigan Surveyor Supply Inc. is that of client and independent Contractor. No agent, employee, or servant of Michigan Surveyor Supply Inc. or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. Michigan Surveyor Supply Inc. will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

2.008 HEADINGS

Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

Each provision of this Contract shall be deemed to be severable from all other provisions of this Contract and, if one or more of the provisions of this Contract shall be declared invalid, the remaining provisions of this Contract shall remain in full force and effect.

2.011 SURVIVORSHIP

Any provisions of this Contract that impose continuing obligations on the parties including, but not limited to this Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

2.012 NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations

2.101 ACCOUNTING RECORDS

This Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to this Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during this Contract period and any extension thereof, and for three years from expiration date and final payment on this Contract or extension thereof.

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When Michigan Surveyor Supply Inc. becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, Michigan Surveyor Supply Inc. will notify Purchasing Operation within 30 days.

2. The Contractor shall also notify the Purchasing Operation within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;

2. Provide Purchasing Operation or designated representative ready access to the records upon request;

3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of Michigan Surveyor Supply Inc.'s ownership or officer changes; and

4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 RESERVED

2.104 RESERVED

2.105 RESERVED

2.106 PREVAILING WAGE-RESERVED

2.107 PAYROLL AND BASIC RECORDS-RESERVED

2.108 COMPETITION IN SUB-CONTRACTING
The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

2.109 RESERVED

2.2 Contract Performance

2.201 RESERVED

2.202 CONTRACT PAYMENT SCHEDULE
All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and Michigan Surveyor Supply Inc. after the proposed Contract Agreement has been signed and accepted by both Michigan Surveyor Supply Inc. and the Director of Purchasing Operation, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and Michigan Surveyor Supply Inc.(s) will mutually agree upon the result of this RFP. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

2.203 POSSIBLE PROGRESS PAYMENTS-RESERVED

2.204 STATE ADMINISTRATIVE FEE (IF APPLICABLE) RESERVED

2.205 ELECTRONIC PAYMENT AVAILABILITY
Electronic transfer of funds is MANDATORY for State contractors. Vendor is required to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 MiDEAL PROGRAM (IF APPLICABLE)
Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, nonprofit hospital, institution of higher learning, or community or junior colleges. As a result of the enactment of this legislation, the MiDEAL Program has been developed. This program extends the use of State contracts to program members. The State agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of State secure a greater return for the expenditure of public funds. It is the policy of Purchasing Operations, Department of Management and Budget, that the final approval to utilize any such Contract in this manner must come from this Contract vendor.

In such cases, Contract vendors supply merchandise at the established State of Michigan Contract prices and terms. Inasmuch as these are non-State agencies, all purchase orders will be submitted by, invoices will be billed to, and the authorized MiDEAL member on a direct and individual basis in accordance with Contract terms will remit payment.

Therefore, it is required that all bidders indicate, by checking the appropriate box below, whether they will (first box) or will not (second box) honor orders on any Contract resulting from this Request for Quotation from State of Michigan authorized MiDEAL members. It is the responsibility of Michigan Surveyor Supply Inc. to ensure the non-State agency is an authorized MiDEAL member prior to extending the State Contract price.

2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by Michigan Surveyor Supply Inc. prior to signing of this Contract. The State fiscal year is October 1st through September 30th. Michigan Surveyor Supply Inc.(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of this Contract.

2.302 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider Michigan Surveyor Supply Inc. to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, this Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require Michigan Surveyor Supply Inc. to replace subcontractors found to be unacceptable. Michigan Surveyor Supply Inc. is totally responsible for adherence by the subcontractor to all provisions of this Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State.
Any purported assignment in violation of this Section shall be null and void. Further, Michigan Surveyor Supply Inc. may not assign the right to receive money due under this Contract without the prior written consent of the Director of Purchasing Operations.

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Purchasing Operations has given written consent to the delegation.

Michigan Surveyor Supply Inc. must obtain the approval of the Director of Purchasing Operation before using a place of performance that is different from the address that bidder provided in the bid.

2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Michigan Surveyor Supply Inc. upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to this Contract Administrator.

2.305 INDEMNIFICATION

General Indemnification

To the fullest extent permitted by law, the Michigan Surveyor Supply Inc. shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims

(including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Michigan Surveyor Supply Inc. or any of its sub Michigan Surveyor Supply Inc. under this Contract.

2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Michigan Surveyor Supply Inc. of any representation or warranty made by the Michigan Surveyor Supply Inc. in this Contract;

3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Michigan Surveyor Supply Inc. is required to insure against as provided for in this Contract;

4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Michigan Surveyor Supply Inc., by any of its sub Michigan Surveyor Supply Inc, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;

5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Michigan Surveyor Supply Inc. or any of its sub Michigan Surveyor Supply Inc. in its or their capacity as an employer of a person.

Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Michigan Surveyor Supply Inc. shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Michigan Surveyor Supply Inc. or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Michigan Surveyor Supply Inc.'s opinion be likely to become the subject of a claim of infringement, Michigan Surveyor Supply Inc. shall at Michigan Surveyor Supply Inc.'s sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to Michigan Surveyor Supply Inc., (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against Michigan Surveyor Supply Inc.'s charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Code Indemnification

To the extent permitted by law, Michigan Surveyor Supply Inc. shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor’s breach of the No Surreptitious Code Warranty.

Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of Michigan Surveyor Supply Inc. or any of its subcontractors, the indemnification obligation under this Contract shall not be limited in any way by the amount or type of damages, compensation

or benefits payable by or for Michigan Surveyor Supply Inc. or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of this Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure.

Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a “Notice of Election”). After notifying Contractor of a claim and prior to the State receiving Contractor’s Notice of Election, the State shall be entitled to defend against the claim, at Contractor’s expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor’s financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan State or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan State or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State’s receipt of Contractor’ s information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor’s financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer’s attorney represents the State pursuant to this Section, the insurer’s attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY

Except as set forth herein, neither Michigan Surveyor Supply Inc. nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement

of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of Michigan Surveyor Supply Inc.; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Michigan Surveyor Supply Inc. indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to Michigan Surveyor Supply Inc. shall be limited to the value of this Contract.

2.307 CONTRACT DISTRIBUTION

Purchasing Operation shall retain the sole right of Contract distribution to all State agencies and local units of State unless other arrangements are authorized by Purchasing Operations.

2.308 FORM, FUNCTION, AND UTILITY-RESERVED

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

2.310 LIABILITY INSURANCE

A. <u>Insurance</u>

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from Michigan Surveyor Supply Inc.'s performance of services under the terms of this Contract, whether such services are performed by Michigan Surveyor Supply Inc., or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies Michigan Surveyor Supply Inc. is required to maintain pursuant to this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See www.michigan.gov/cis

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before both parties sign this Contract or before the purchase order is issued by the State, Michigan Surveyor Supply Inc. must furnish to the Director of Purchasing Operation, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THIS CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision

indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operation, Department of Management and Budget. The notice must include this Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operation, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked **below**:

1. Commercial General Liability with the following minimum coverage:

$2,000,000	General Aggregate Limit other than Products/Completed Operations
$2,000,000	Products/Completed Operations Aggregate Limit
$1,000,000	Personal & Advertising Injury Limit
$1,000,000	Each Occurrence Limit
$500,000	Fire Damage Limit (any one fire)

   The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. Michigan Surveyor Supply Inc. also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Contract, Michigan Surveyor Supply Inc. must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

   The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. Michigan Surveyor Supply Inc. also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of Michigan Surveyor Supply Inc.'s domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

   Any certificates of insurance received must also provide a list of states where the coverage is applicable.

   The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

$100,000	each accident
$100,000	each employee by disease
$500,000	aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars ($1,000,000.00) with a maximum deductible of fifty thousand dollars ($50,000.00).

6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars ($10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars ($3,000,000.00) each occurrence and three million dollars ($3,000,000.00) annual aggregate.

8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor.
Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

B. Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for Michigan Surveyor Supply Inc. in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Purchasing Operation certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before this Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, Michigan Surveyor Supply Inc. shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of this Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

2.311 WORKPLACE SAFETY

1. In performing work under this Contract on State premises, Michigan Surveyor Supply Inc. shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Michigan Surveyor Supply Inc. shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by Michigan Surveyor Supply Inc. of such safety requirements, rules, laws or regulations shall be a material breach of this Contract subject to the cancellation provisions contained herein.

2. In performing services for the State pursuant to this Contract, Michigan Surveyor Supply Inc. shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding

Discriminatory Harassment. In addition, Michigan Surveyor Supply Inc. shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to Michigan Surveyor Supply Inc. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.michigan.gov/mdcs.

2.312 WORKPLACE DISCRIMINATION

The Contractor represents and warrants that in performing services for the State pursuant to this Contract, Michigan Surveyor Supply Inc. agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. Michigan Surveyor Supply Inc. further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq., and the Persons With Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq., and any breach thereof may be regarded as a material breach of this Contract or purchase order.

Vendor hereby represents that in performing this contract it will not violate The Civil Rights Act of 1964, USCS Chapter 42, including, but not limited to, Title VII, 42 USCS §§ 2000e et seq.; the Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.; or The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.; the Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626 et seq.; the Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.; or the Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

2.313 RESERVED

2.314 WEBSITE INCORPORATION

State expressly states that it will not be bound by any content on Michigan Surveyor Supply Inc.'s website, even if Michigan Surveyor Supply Inc.'s documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Purchasing Operation of the properly executed Contract Agreement(s), the person named below will be allowed to oversee this Contract performance on a day-to-day basis during the term of this Contract. However, overseeing this Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Purchasing Operation**. This Contract Compliance Inspector for this project is:

Department of Transportation
Andrew Semenchuk
425 W. Ottawa
Lansing, MI 48933
Semenchuk@michigan.gov
(517) 335-1923

2.402 PERFORMANCE REVIEWS

Purchasing Operation in conjunction with the Michigan Department of Natural Resources may review with Michigan Surveyor Supply Inc. their performance under this Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of this Contract.

Upon a finding of poor performance, which has been documented by Purchasing Operation, Michigan Surveyor Supply Inc. shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing Operation, this Contract may be canceled for default. Delivery by Michigan Surveyor Supply Inc. of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if Michigan Surveyor Supply Inc. is complying with the requirements of this Contract. Michigan Surveyor Supply Inc. agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with this Contract requirement.

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against this Contract, shall be considered default by Michigan Surveyor Supply Inc. of the terms and conditions of this Contract and may result in cancellation of this Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Purchasing Operation has approved a change.

2.502 QUALITY ASSURANCE

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, Michigan Surveyor Supply Inc. shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of this Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. Michigan Surveyor Supply Inc. shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. Michigan Surveyor Supply Inc. must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event Michigan Surveyor Supply Inc. fails to make arrangements within the specified time period.

2.504 GENERAL WARRANTIES (goods)

Warranty of Merchantability – Goods provided by vendor under this agreement shall be merchantable. All goods provided under this contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.

Warranty of fitness for a particular purpose – When vendor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the vendor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

Warranty of title – Vendor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by vendor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.505 CONTRACTOR WARRANTIES-RESERVED

2.506 RESERVED

2.507 RESERVED

2.508 RESERVED

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if Michigan Surveyor Supply Inc. breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by Michigan Surveyor Supply Inc., the State shall provide Michigan Surveyor Supply Inc. written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under this Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under this Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of this Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) this Contract will be canceled without liability of the State to Michigan Surveyor Supply Inc. as of the date specified by the State in a written notice of cancellation to Michigan Surveyor Supply Inc.. Michigan Surveyor Supply Inc. will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by Michigan Surveyor Supply Inc. which are caused by acts or omissions of its subcontractors will not relieve Michigan Surveyor Supply Inc. of its obligations under this Contract except to the extent that a subcontractor is itself subject to any

excusable failure condition described above and Michigan Surveyor Supply Inc. cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by Michigan Surveyor Supply Inc. In the event that Michigan Surveyor Supply Inc. breaches any of its material duties or obligations under this Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to Michigan Surveyor Supply Inc., cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

   In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, Michigan Surveyor Supply Inc. shall be responsible for all costs incurred by the State in canceling this Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in this Contract.

   In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

   In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that Michigan Surveyor Supply Inc. was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of this Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel this Contract for its convenience, in whole or in part, by giving Michigan Surveyor Supply Inc. written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. Michigan Surveyor Supply Inc. acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to Michigan Surveyor Supply Inc. The State shall give Michigan Surveyor Supply Inc. written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event Michigan Surveyor Supply Inc., an officer of Michigan Surveyor Supply Inc., or an owner of a 25% or greater share of Michigan Surveyor Supply Inc., is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property,

attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon Michigan Surveyor Supply Inc.'s business integrity.

5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

2.703 LIQUIDATED DAMAGES-RESERVED

2.704 STOP WORK-RESERVED

2.705 SUSPENSION OF WORK-RESERVED

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

This Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that this Contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

Purchasing Operation reserves the right to modify this contract at any time during this Contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by Michigan Surveyor Supply Inc. resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THIS CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

The State reserves the right to add an item(s) that is not described on the item listing and is available from this Contract vendor. The item(s) may be included on this Contract, only if prior written approval has been granted by Purchasing Operation.

2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to this Contract Administrator in Purchasing Operation. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of Michigan Surveyor Supply Inc.'s records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

(a) This Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of this Contract, including changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the State-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from this Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that Michigan Surveyor Supply Inc. gives this Contract Administrator written notice stating:

(1) The date, circumstances, and source of the order; and
(2) That Michigan Surveyor Supply Inc. regards the order as a change order.

(b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle Michigan Surveyor Supply Inc. to an equitable adjustment.

MDOT DESIGN SURVEY EQUIPMENT REQUIREMENTS
For Fiscal Years 2006 thru 2008

MDOT relies heavily on technology to perform its survey work, As a result consistency and certain rigid specifications must be met by the vendors interested in selling Survey Equipment to MDOT to assure MDOT that the vendors equipment interfaces with the existing hardware and software already used by MDOT and that the work flows used are not compromised. Proper interface with existing hardware and software eliminates format issues which compromise the integrity of the data collected.

Currently there is two manufacturer of survey equipment that "collectively" meet MDOT's specifications, Leica and Trimble. Data output requirements, and system interface requirements is currently only met by one Manufacturer, that manufacturer is Leica. All of Leica's equipment is currently compliant and Trimble's "GIS grade GPS receivers" and "levels" are compliant. Trimble is working to make their Total Stations compliant. Trimble is currently migrating their total station system software to comply with MDOT's data output requirements and system interface requirements. We anticipate their Total station equipment will become compliant as the migration moves forward. Leica Survey Equipment is the current MDOT Standard for Survey Equipment if Trimble becomes compliant, all their equipment except GPS can be included in the standard. Other manufacturers are not eligible for award consideration.

MDOT is seeking quotations to establish multiple award, optional use, contracts from vendors capable of supplying the full product line of Leica and Trimble Survey Equipment.
Prices are to be quoted as a percentage discount from the Manufacturer's cataloged pricing.
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.

This Contract term will be three years, with two each, one year options to extend.

The type of Survey Equipment MDOT currently uses are as follows:

- CORS (Continuously Operating Reference Stations)
- Geodetic Grade GPS (Global Positioning System) Receivers
- Robotic Total Stations
- Non-Robotic Total Stations
- Digital Levels
- Automatic Levels
- 3D Laser Scanners
- GIS (Geographic Information Systems) Grade GPS Receivers

The following is a generic description of equipment function with referenced manufacturer/s and current generation/catalog model # with estimated annual quantity to be purchased.

These quantities represent the base instrument only. Equipment accessories, including software, cables, carrying cases, tripods, leveling rods, tribrachs, prisms, etc. must be available from the awarded vendor/s inventory, or catalog, at similarly discounted prices.

CORS: Reference station GPS receivers permanently mounted at various facilities statewide. These CORS receivers provide the basic positioning infrastructure used in the state.

	Unit Price	Total Price

Make: Leica
Model: GRX 1200 Pros
Estimated Annual Purchase: 10 units _____ _____

Geodetic Grade GPS receivers: These are the high accuracy GPS receivers used by MDOT Survey forces for setting project control and RTK mapping operations. This equipment is capable of L1 and L2, Waterproof, shock resistant. These instruments provide positional accuracies in the 1 to 2 cm range.

Make: Leica
Model: GX 1230 and Smart Rover
Estimated Annual purchase: 10 units _____ _____

Robotic Total Stations: These are motorized electronic total stations for use in high speed mapping operations. These units are capable of being operated be a single person. A minimum angle accuracy of 3" is required. These total stations also have robotic functionality.

Make: Leica
Model: TCRP 1203
Estimated Annual purchase: 2 units _____ _____

Make: Trimble
Model: S6
Estimated Annual purchase: 2 units $33,750.00 $67,500.00

Non-Robotic Total Stations: Non-Robotic total stations for use in construction stakeout purposes. These units require 2 people to operate. May contain limited motorized functions.

Make: Leica
Model: TCP 703
Estimated annual purchase: 5 _____ _____

Digital Levels: Digital levels use a barcode on the level rod and scan the rod. These levels do not require the operator to read the rod. These levels are used for high precision work and general highway elevation control work.

Make: Leica
Model: DNA03 and DNA10
Estimated Annual purchase: 4 _____ _____

Automatic Levels: Automatic levels are used for simple height transfers within the confines of the job. They are mainly used for construction purposes. The user has to "read" the rod.

Make: Leica
Model: NA700 series
Estimated Annual Purchase: 3 _____ _____

Unit Price **Total Price**

Make: Trimble
Model: AL200 series
Estimated Annual purchase: 3 $504.00 $1512.00

3D laser scanners: High Definition Surveying system used for obtaining extreme details on structures and roadway. Laser scanners collect several thousand 3D points per second.

Make: Leica
Model: HDS 3000
Estimated Annual Purchase: 1 _____ _____

GIS grade GPS receivers: These receivers are used for asset management and provide positional accuracies if differentially corrected in real time or post-processed in the 1 to 3 meter range.

Make: Leica Model: GS20 Estimated Annual Purchase: 3	_____	_____
Make: Trimble Model: Geo XH, Geo XT Estimated Annual Purchase: 3	$7,835.00	$23,505.00

****There will be a 12% discount off Catalog Prices**

Total Price for Three Years **$277,551.00**