



King County

Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services

CNK-ES-0340
3rd Floor
401 5th Avenue
Seattle, WA 98104

206-263-9400
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

VENDOR:

GEOLINE POSITIONING SYS INC
1331 118TH AVE SE STE 400
BELLEVUE, WA 98005

SHIP TO

KC DEPARTMENT OF EXEC SERVICES
PROCUREMENT-GOODS & SERVICES
401 5TH AVE, CNK-ES0340
SEATTLE, WA 98104
United States

BILL TO

KC DEPT OF EXECUTIVE SERVICES
ACCOUNTS PAYABLE, 3RD FLOOR
401 5TH AVE, CNK-ES0320
SEATTLE, WA 98104
United States

Purchase Order

| | | |
|--------------------|----------|------|
| PURCHASE ORDER NO. | REVISION | PAGE |
| 519646 | 0 | 1 |

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.

| | |
|---------------|------------|
| CREATION DATE | BUYER |
| 15-AUG-11 | J Jungnitz |

| | |
|------------------|-------|
| DATE OF REVISION | BUYER |
| | |

| | | | | | |
|-----------------|------------|---------------|---------------|-------------|----------------|
| CUSTOMER ACCT # | VENDOR NO. | PAYMENT TERMS | FREIGHT TERMS | FOB | SHIP VIA |
| | G00024 | Net30days | Prepaid | Destination | SELLER CHOOSES |

| | |
|------------------------|------------------------|
| CONFIRM TO / TELEPHONE | REQUESTOR / DELIVER TO |
| (425) 452-2705 | |

| LINE | PART NUMBER / DESCRIPTION | DELIVERY DATE | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|---|---|----------------|----------|------|------------|-----------|
| | FURNISH SURVEY AND MAPPING EQUIPMENT AND SUPPLIES AS REQUESTED BY VARIOUS AUTHORIZED KING COUNTY DEPARTMENTS, DIVISIONS AND AGENCIES IN ACCORDANCE WITH WASHINGTON STATE CONTRACT NUMBER 06906, INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN. ESTIMATED ANNUAL CONTRACT VALUE \$20,000.00 THIS PURCHASE ORDER NUMBER 519646 IS BEING ISSUED AS A REPLACEMENT/CONTINUATION PURCHASE ORDER FOR NUMBER B23390B EFFECTIVE JANUARY 1, 2012. ALL INVOICES MUST REFLECT PURCHASE ORDER NUMBER 519646 WHEN SUBMITTING FOR PAYMENT AFTER JANUARY 1, 2012. ALL TERMS AND CONDITIONS OF THE SOLICITATION AND RESULTANT PURCHASE ORDER BEING REPLACED REMAIN UNCHANGED. | | | | | 1 |
| Purchase Agreement Effective From: 01-AUG-11 To: 19-SEP-12 | | Amount Agreed: | | | | |

| | | | |
|---|--|---|---|
| SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF. | Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays. | ACCEPTANCE: This purchase order expressly limits acceptance to the terms and conditions stated herein. | TOTAL <i>[Signature]</i> Authorized signature |
|---|--|---|---|

**PURCHASE ORDER
GENERAL TERMS AND CONDITIONS**

Compliance: By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

Acceptance/Changes: All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

Inspections: By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

Change Orders: Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

Cancellation: The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

Invoices: Invoices must reference the purchase order number.

All vendors licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

Shipping Instructions: All shipments must contain a packing slip. Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

Warranty: The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is in addition to any standard warranty or guarantee give by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

Certification Regarding Debarment, Suspension and Other Responsibility Matters: By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Order of Precedence: When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.

State of Washington Current Contract Information

Effective date: September 20, 2011

Revision date: March 3, 2011

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|-------------------------------|--|------------------------|--------------------|
| Contract Number: | 06906 (replaces 09899/04701) | Commodity Code: | 6675 |
| Contract Title: | Survey and Mapping Equipment and Supplies | | |
| Purpose: | Contract Extension: This contract has been extended for one additional year (9/20/11 through 9/19/12) under the existing contract terms, conditions, specifications and pricing. | | |
| Present Term: | September 20, 2010 | Through: | September 19, 2012 |
| For Use By: | All State Agencies, Political Subdivisions of Washington and Oregon State(s), Qualified Non-profit Corporations, and Participating Institutions of Higher Education (College and Universities, Community and Technical Colleges). | | |
| Contract Type: | This Contract is designated as MANDATORY use for Washington State Department of Transportation (WSDOT). This Contract is designated as CONVENIENCE use for all other state agencies and qualifying purchasers. (See "For Use By.") | | |
| SCOPE OF CONTRACT: | This Contract is awarded to multiple contractors. | | |
| Contractors: | <ul style="list-style-type: none"> • <u>Kuker-Ranken, Inc.</u> Page 9 • <u>The PPI Group</u> Page 11 • <u>Trimble Navigation Limited</u> Page 13 | | |
| Products Available: | This Contract makes available the full line of survey and mapping equipment and supplies offered by Leica, Topcon and Trimble, related supplemental supplies and equipment referenced in each Contractor's pricing page, Allegro Data Collectors and Carlson SurvCE Software, Autocad. This Contract <i>does not</i> provide for the purchase of High Definition Scanning Equipment. | | |
| Ordering Information: | See Page 2, Note 3 and Contractor's Information page. | | |
| Ordering Procedures: | See Page 2, Note 2 and Contractor's Information page. | | |
| Minimum Orders: | None | | |
| Shipping: | Freight On Board (FOB) Destination, Prepaid and Included | | |
| Contract Pricing: | See pricing section following each Contractor's Information page. | | |
| Term Worth: | \$2,000,000/12-month term | | |
| Current Participation: | \$0 MBE | \$0 WBE | \$2,000,000 OTHER |
| | MBE 0% | WBE 0% | OTHER 100% |
| | | | \$0 EXEMPT |
| | | | EXEMPT 0% |

This page contains key contract features. Find detailed information on subsequent pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office or the Contract Administrator at the number listed below.

| | |
|--------------------------------|--|
| Contract Administrator: | Robert Paulson, Jr., C.P.M. |
| Phone Number: | (360) 902-7436 |
| Fax Number: | (360) 586-2426 |
| Email: | Robert.Paulson@ga.wa.gov |

Visit our Internet site: <http://www.ga.wa.gov/purchase>

CONTRACTOR INFORMATION for TRIMBLE Brand Equipment

| | | |
|--|---|--|
| Contractor: | Trimble Navigation Limited 10355 Westmoor Dr, Suite 100 Westminster CO 80021-2578 | |
| Contractor Website: | http://www.trimble.com/index.aspx | |
| Federal Tax Identification No.: | 94-2802192 | |
| Contacts: | Contract Administration Primary Contact | Contract Administration Alternate Contact |
| Name: | Yesenia Adams | John Michieli |
| Telephone: | (720) 587-4702 | (208) 860-4331 |
| Fax: | (720) 587-4878 | (503) 661-7673 |
| Email: | State_sales@trimble.com | john_michieli@trimble.com |
| Contacts: | Customer Service/Order Placement Trimble Orders for Survey Equipment | Customer Service/Order Placement Trimble Orders for Mapping/MGIS Equipment |
| Name: | | Heather Langdon |
| Telephone: | (800) 538-7800 Option 2 | (720) 587-4566 |
| Fax: | (937) 233-9004 | (720) 294-7728 |
| Email: | trimble_orders@trimble.com | mgis_orders@trimble.com |
| Ordering Procedure: | For Trimble brand equipment, customer may either contact the Contractor directly or one of the suppliers listed below. For non-Trimble brand supplemental equipment and/or supplies, customer must contact GeoLine Positioning Systems. | |
| Authorized Reseller: | GeoLine, Inc. 1331 118 th Ave SE Bellevue WA 98005-3890 | Field Data Solutions dba Electronic Data Solutions 235 N Lincoln Ave Jerome ID 83338-2324 |
| Supplier Website: | http://www.geoline.com/ | http://www.elecdata.com/ |
| Federal Tax Identification No.: | 80-0220353 (New number 12/10) | 82-0425429 |
| Products and Services: | Trimble Orders for Survey and Mapping Equipment | Trimble Orders for Mapping/MGIS Equipment Only |
| Name: | Rolfe Lindberg | Pam O'Dell, Office Manager |
| Telephone: | (800) 523-6408 or (425) 452-2708 | (208) 324-8006 |
| Fax: | (425) 452-2701 | (208) 324-8015 |
| Email: | rolfe.lindberg@geoline.com | pam@elecdata.com or elecdata@elecdata.com |
| Responsibilities: | Installation, Service, Training, Support, Sales Presentations (field demos), Accepting purchase orders and delivery of Trimble brand equipment on behalf of Trimble, Accepting purchase orders and delivery of non-Trimble brand items listed under Supplemental Equipment and Supplies | Installation, Service, Training, Support, Sales Presentations (field demos), Accepting purchase orders and delivery of Trimble brand equipment on behalf of Trimble. |
| Orders Sent To: | Trimble Navigation Limited 5475 Kellenburger Rd Dayton OH 45424-1013 | |
| Billing Will Be From: | Billing may be from either Contractor or Supplier. | |
| Payments Sent To: | Invoice will indicate if payment is to be sent to Contractor or Supplier. | |
| Credit Card Acceptance: | Visa | |
| Delivery Time: | Within twenty-one (21) calendar days after receipt of order (ARO) | |
| Payment Terms: | Net thirty (30) Days | |
| Shipping: | Freight On Board (FOB) Destination, Prepaid and Included | |

PRICING INFORMATION for TRIMBLE NAVIGATION LIMITED

All pricing is based on the Manufacturer and/or Contractor Price Lists in effect at the time of order placement.

| BRAND | DISCOUNT | DESCRIPTION |
|---|--|--|
| TRIMBLE Survey and Mapping Equipment | 10% | Discount off Survey Equipment and Components/Parts – Reference Trimble Survey Equipment and Trimble Mapping Equipment Price Books. |
| TRIMBLE Accessories | 10% | Discount off Accessories – Reference Trimble Survey Equipment and Trimble Mapping Equipment Price Books. |
| Supplemental Equipment and Supplies: (Must be purchased from GeoLine, Inc.) | | |
| Seco Manufacturing | 28% | Discount off Seco Retail Price List |
| Dutch Hill | 21% | Discount off Tripod Price List MSRP |
| Crain Enterprises, Inc. | 21% | Discount off Crain Enterprises, Inc. Dealer Price List |
| Lufkin | 31% | Discount off Lufkin MSRP Price List |
| Presco | 31% | Discount off GeoLine/Presco Flagging Tape Retail Price List |
| GeoLine, Inc. | 31% | Discount off GeoLine/GeoGear Survey Accessory Retail Price List |
| Supplemental Equipment and Supplies: (May be purchased from GeoLine, Inc. or Electronic Data Solutions) | | |
| Laser Technology, Inc. | 10% | Discount off Domestic Professional Measurement Price Book |
| Maintenance and Repair: | | |
| Parts | 10% | Discount off Contractor's standard list of prices/charges for Maintenance and Repair Parts. |
| Service/Labor | 10% | Discount off Contractor's standard list of prices/charges for Maintenance and Repair Service/Labor. |
| Training: | | |
| Training shall be provided through this contract for operation of survey equipment and software: | | |
| <ul style="list-style-type: none"> • Two (2) hours initial training provided on new equipment at no additional charge. • Six (6) hours of additional new equipment training to supplement the two (2) hour free training session is \$990.00. • General hourly rate for training at customer's site on customer's equipment is \$165.00. • Daily rate for training at customer's site on customer's equipment is \$1,320.00*. • Daily rate for training at contractor's site on contractor's equipment is \$1,320.00*. | | |
| *Training equipment provided by either the customer or contractor includes survey instruments, data collectors and computers, as needed. Training sessions will be limited to a maximum of twelve (12) students unless otherwise negotiated between the customer and the contractor. | | |
| Warranty Information: | | |
| Trimble Survey and Mapping Equipment | One (1) year Parts and Labor Warranty – Extended Warranty available*. * Upon customer registration via http://www.trimble.com/register/ customers who purchased a Trimble Survey Optical Total Station (Trimble S6 Series and Trimble 5600 Series) will be granted an additional year of hardware warranty coverage at no additional cost. | |
| Firmware/Software Upgrades: | | |
| During the limited warranty period, the customer will be entitled to receive such Fixes to the Product software that Trimble releases and makes commercially available and for which it does not charge separately, subject to the procedures for delivery to purchasers of Trimble products generally. If the customer has purchased the Product from a Trimble authorized dealer rather than from Trimble directly, Trimble may, at its option, forward the software Fix to the Trimble authorized dealer for final distribution to the customer. Minor Updates, Major Upgrades, new products, or substantially new software releases, as identified by Trimble, are expressly excluded from this update process and limited warranty. Receipt of software Fixes or other enhancements shall not serve to extend the limited warranty period. | | |