



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Lansing MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number 6
to
Contract Number 751B7700021

CONTRACTOR	Cadillac Culvert Inc
	5305 M-115
	Cadillac, MI 49601
	Don Aldrich
	231-775-3761
	don@cadillacculvert.com
	CV0052753

STATE	Program Manager	Melisa Potts	DNR
		517-420-9194	
		PottsM2@michigan.gov	
STATE	Contract Administrator	Amanda Pauly	DNR
		517-388-9905	
		Paulya3@Michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: DNR Concrete Boat Launch Ramps				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
May 1, 2017	April 30, 2022	Five 1-Year Options	April 30, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		45 Days ARO 1 – 20 Ramps 60 Days ARO 21 – 40 Ramps 90 Days ARO 41 – 60 Ramps 61+ Ramps Contact Don Aldrich for Delivery Time Frame		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
FREIGHT for less than Twelve (12) Boat Launch Ramps = \$200.00				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		April 30, 2027
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$499,000.00		\$100,000.00	\$599,000.00	
DESCRIPTION: Effective 11/05/25 this Contract is exercising the final option year and is increased by \$100,000.00. The revised contract expiration date is 04/30/27. The revised estimated aggregate contract value is \$599,000.00. Please note the Program Manager has been changed to Melisa Potts. Please note the Contract Administrator has been changed to Amanda Pauly. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 11/04/2025.				

FOR THE CONTRACTOR:

Cadillac Culvert Inc

Company Name

Authorized Agent Signature

Don Aldrich

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Laura Gyorkos, Procurement Manager

Name & Title

Department of Natural Resources

Agency

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Lansing MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **5**
to
Contract Number **751B7700021**

CONTRACTOR	Cadillac Culvert Inc
	5305 M-115
	Cadillac, MI 49601
	Don Aldrich
	231-775-3761
	don@cadillacculvert.com
	CV0052753


STATE	Program Manager	Jordan Byelich	DNR
		517-284-6087	
		ByelichJ@michigan.gov	
STATE	Contract Administrator	Melisa Potts	DNR
		517-388-9905	
		PottsM2@Michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: DNR Concrete Boat Launch Ramps				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
May 1, 2017	April 30, 2022	Five 1-Year Options	April 30, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		45 Days ARO 1 – 20 Ramps 60 Days ARO 21 – 40 Ramps 90 Days ARO 41 – 60 Ramps 61+ Ramps Contact Don Aldrich for Delivery Time Frame		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
FREIGHT for less than Twelve (12) Boat Launch Ramps = \$200.00				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		4/30/2026
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$397,200.00		\$101,800.00	\$499,000.00	
DESCRIPTION: Effective 4/15/25, the State is exercising the fourth available option year and adding \$101,800.00 additional funds to the contract. The revised contract expiration date is 4/30/2026. Please note the Contract Administrator has been changed to Melisa Potts. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				

FOR THE CONTRACTOR:

Cadillac Culvert Inc

Company Name

 E-SIGNED by Don Aldrich
on 2025-04-15 08:59:42 EDT


Authorized Agent Signature

Don Aldrich

Authorized Agent (Print or Type)

Date

FOR THE STATE:

 E-SIGNED by Laura Gyorkos
on 2025-04-15 09:10:24 EDT

Signature

Laura Gyorkos, Procurement Manager

Name & Title

Department of Natural Resources

Agency

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, Michigan 48933

CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **751B7700021**

CONTRACTOR	Cadillac Culvert, Inc.
	5305 M-115
	Cadillac, MI 49601
	Don Aldrich
	231-775-3761
	don@cadillacculvert.com
	CV0052753

STATE	Program Manager	Jordan Byelich	DNR
		517-284-6087	
		ByelichJ@michigan.gov	
STATE	Contract Administrator	Lisa Crozier-Green	DNR
		517-284-5938	
		CrozierGreenL@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: DNR Concrete Boat Launch Ramps			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 1, 2017	April 30, 2022	Five 1-Year Options to Renew	April 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		45 Days ARO 1 – 20 Ramps 60 Days ARO 21 – 40 Ramps 90 Days ARO 41 – 60 Ramps 61+ Ramps Contact Don Aldrich for Delivery Time Frame	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
FREIGHT for less than Twelve (12) Boat Launch Ramps = \$200.00			
DESCRIPTION OF CHANGE NOTICE			
OPTION	LENGTH OF OPTION	EXTENSION	REVISD EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>	April 30, 2025
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$397,200.00		\$0.00	\$397,200.00
DESCRIPTION: Effective May 1, 2024, this Contract is exercising the third available option year. The revised Contract expiration date is April 30, 2025. All other terms, conditions and specifications remain the same. Per DNR and Contractor agreement.			

FOR THE CONTRACTOR:

Cadillac Culvert

Company Name

E-SIGNED by Don Aldrich
on 2024-04-17 17:21:39 EDT

Authorized Agent Signature

Don Aldrich

Authorized Agent (Print or Type)

2024-04-17 17:21:39 UTC

Date

FOR THE STATE:

E-SIGNED by Laura Gyorkos
on 2024-04-18 07:48:18 EDT

Signature

Laura L. Gyorkos, Procurement Services Manager

Name & Title

Department of Natural Resources

Agency

2024-04-18 07:48:18 UTC

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, Michigan 48933

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **751B770021**

CONTRACTOR	Cadillac Culvert, Inc.
	5305 M-115
	Cadillac, MI 49601
	Don Aldrich
	231-775-3761
	don@cadillacculvert.com
	CV0052753

STATE	Program Manager	Jordan Byelich	DNR
		517-284-6087	
		ByelichJ@michigan.gov	
STATE	Contract Administrator	Lisa Crozier-Green	DNR
		517-284-5938	
		CrozierGreenL@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: DNR Concrete Boat Launch Ramps			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 1, 2017	April 30, 2022	Five 1-Year Options to Renew	April 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		45 Days ARO 1 – 20 Ramps 60 Days ARO 21 – 40 Ramps 90 Days ARO 41 – 60 Ramps 61+ Ramps Contact Don Aldrich for Delivery Time Frame	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
FREIGHT for less than Twelve (12) Boat Launch Ramps = \$200.00			
DESCRIPTION OF CHANGE NOTICE			
OPTION	LENGTH OF OPTION	EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>	April 30, 2024
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$397,200.00		\$0.00	\$397,200.00
DESCRIPTION: Effective May 1, 2023, this Contract is exercising the second available option year. The revised Contract expiration date is April 30, 2024. All other terms, conditions and specifications remain the same. Per DNR and Contractor agreement.			

FOR THE CONTRACTOR:

Cadillac Culvert

Company Name

E-SIGNED by Don Aldrich
on 2023-02-28 12:40:13 EST

Authorized Agent Signature

Don Aldrich

Authorized Agent (Print or Type)

2023-02-28 12:40:13 UTC

Date

FOR THE STATE:

E-SIGNED by Laura Gyorkos
on 2023-02-28 15:26:12 EST

Signature

Laura L. Gyorkos, Procurement Services Manager

Name & Title

Department of Natural Resources

Agency

2023-02-28 15:26:12 UTC

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, Michigan 48933

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **751B7700021**

CONTRACTOR	Cadillac Culvert, Inc.
	5305 M-115
	Cadillac, MI 49601
	Don Aldrich
	231-775-3761
	don@cadillacculvert.com
	CV0052753

STATE	Program Manager	Jordan Byelich	DNR
		517-284-6087	
		ByelichJ@michigan.gov	
STATE	Contract Administrator	Lisa Crozier-Green	DNR
		517-284-5938	
		CrozierGreenL@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: DNR Concrete Boat Launch Ramps			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 1, 2017	April 30, 2022	Five 1-Year Options to Renew	April 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		45 Days ARO 1 – 20 Ramps 60 Days ARO 21 – 40 Ramps 90 Days ARO 41 – 60 Ramps 61+ Ramps Contact Don Aldrich for Delivery Time Frame	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
FREIGHT for less than Twelve (12) Boat Launch Ramps = \$200.00			
DESCRIPTION OF CHANGE NOTICE			
OPTION	LENGTH OF OPTION	EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>	April 30, 2023
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$397,200.00		\$0.00	\$397,200.00
DESCRIPTION: Effective December 8, 2021 this Contract is exercising the first available option year. The revised Contract expiration date is April 30, 2023. Pricing is increased per Attachment A - Schedule B – Contractor's Pricing and Freight for less than TWELVE (12) units has been added. All other terms, conditions and specifications remain the same. Per DNR and Contractor agreement.			

STATE OF MICHIGAN

Contract Number 751B7700021

Concrete Boat Launch Ramps

ATTACHMENT A

SCHEDULE B – CONTRACTOR'S PRICING – REVISED 12/8/2021

The Contractor offers quick payment terms of 1% Net 30.

Concrete Boat Launch Ramps, Delivered	Price
18' Pre-Cast Concrete Boat Launch Ramps for DNR Boating Access Sites, delivered to locations in the Lower Peninsula . Per State of Michigan, Department of Natural Resources Schedule A – Statement of Work Specifications and Schedule C – Boat Launch Ramp Drawing B3.3 dated 1-1-2003.	\$485.00
18' Pre-Cast Concrete Boat Launch Ramps for DNR Boating Access Sites, delivered to locations in the Upper Peninsula . Per State of Michigan, Department of Natural Resources Schedule A – Statement of Work Specifications and Schedule C – Boat Launch Ramp Drawing B3.3 dated 1-1-2003.	\$560.00
12' Pre-Cast Concrete Boat Launch Ramps for DNR Boating Access Sites, delivered to locations in the Lower Peninsula . Per State of Michigan, Department of Natural Resources Schedule A – Statement of Work Specifications and Schedule C – Boat Launch Ramp Drawing Page B4.	\$390.00
12' Pre-Cast Concrete Boat Launch Ramps for DNR Boating Access Sites, delivered to locations in the Upper Peninsula . Per State of Michigan, Department of Natural Resources Schedule A – Statement of Work Specifications and Schedule C – Boat Launch Ramp Drawing Page B4.	\$450.00
FREIGHT for orders of less than Twelve (12) Boat Launch Ramps.	\$200.00

FOR THE CONTRACTOR:

Cadillac Culvert

Company Name

E-SIGNED by Don Aldrich
on 2021-12-08 16:02:04 EST

Authorized Agent Signature

Don Aldrich

Authorized Agent (Print or Type)

2021-12-08 16:02:04 UTC

Date

FOR THE STATE:

E-SIGNED by Lisa Crozier-Green
on 2021-12-08 16:04:53 EST

Signature

Lisa Crozier-Green, Contract Administrator

Name & Title

Department of Natural Resources

Agency

2021-12-08 16:04:53 UTC

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, Michigan 48933

CONTRACT CHANGE NOTICE

Change Notice Number 1
to
Contract Number 751B770021

CONTRACTOR	Cadillac Culvert, Inc.
	5305 M-115
	Cadillac, MI 49601
	Don Aldrich
	231-775-3761
	don@cadillacculvert.com
	CV0052753

STATE	Program Manager	Linda Warren	DNR
		989-386-4067	
	WarrenL1@michigan.gov		
	Contract Administrator	Lisa Crozier-Green	DNR
517-284-5938			
CrozierGreenL@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: DNR Concrete Boat Launch Ramps				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
May 1, 2017	April 30, 2022	Five 1-Year Options to Renew	April 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		45 Days ARO 1 – 20 Ramps 60 Days ARO 21 – 40 Ramps 90 Days ARO 41 – 60 Ramps 61+ Ramps Contact Don Aldrich for Delivery Time Frame		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
Five (5) Boat Launch Ramps				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$397,200.00		\$0.00	\$397,200.00	
DESCRIPTION: Effective October 1, 2019 the following items are added to this contract, per Attachment A:				
Schedule A, Section 3.1 – Time Frames is modified to include additional timeframes for large orders.				
Schedule B – Contractor's Pricing is modified to include 12' ramps for Lower and Upper Peninsulas.				
Schedule C – Shop Drawings is modified to include 12' ramps.				

FOR THE CONTRACTOR:

Cadillac Culvert

Company Name

all Edd

Authorized Agent Signature

Don Aldrich

Authorized Agent (Print or Type)

9/10/19

Date

FOR THE STATE:

Lisa Crozier-Green

Signature

Lisa Crozier-Green, Contract Administrator

Name & Title

Department of Natural Resources

Agency

9-13-19

Date

STATE OF MICHIGAN

Contract Number 751B7700021
Concrete Boat Launch Ramps

ATTACHMENT A

3.0 SERVICE LEVELS

3.1. Time Frames

The Contractor agrees all Deliverable(s) shall be delivered within the following time frames:

45 Days ARO: 1 – 20 Ramps

60 Days ARO: 21 – 40 Ramps

90 Days ARO: 41 – 60 Ramps

61+ Ramps: Contact Don Aldrich for a delivery time frame per quantity required.

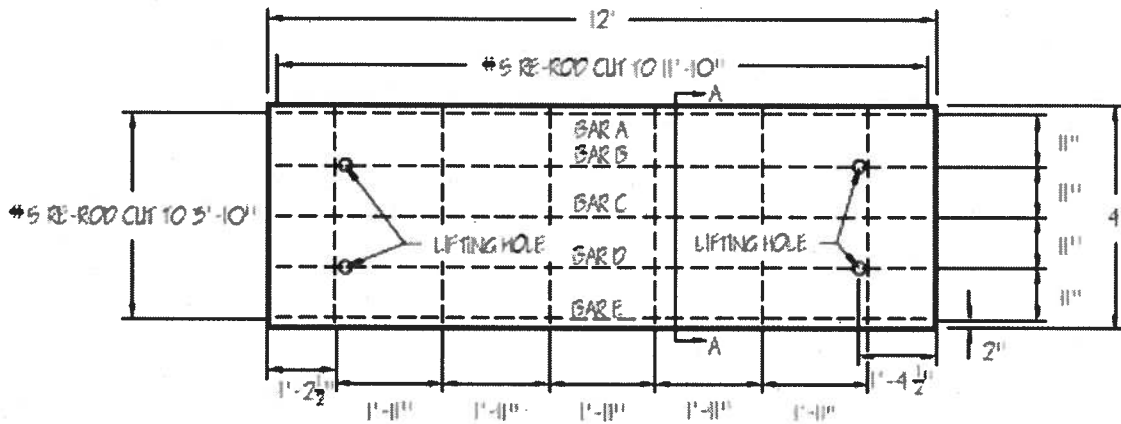
Receipt of order date is governed in the same manner as notices sent under Section 2, Notices of the Standard Contract Terms.

Deliveries will be accepted between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, excluding legal State holidays. Contractor must provide 48 hours' notice prior to delivery to insure DNR staff is available to receive goods. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

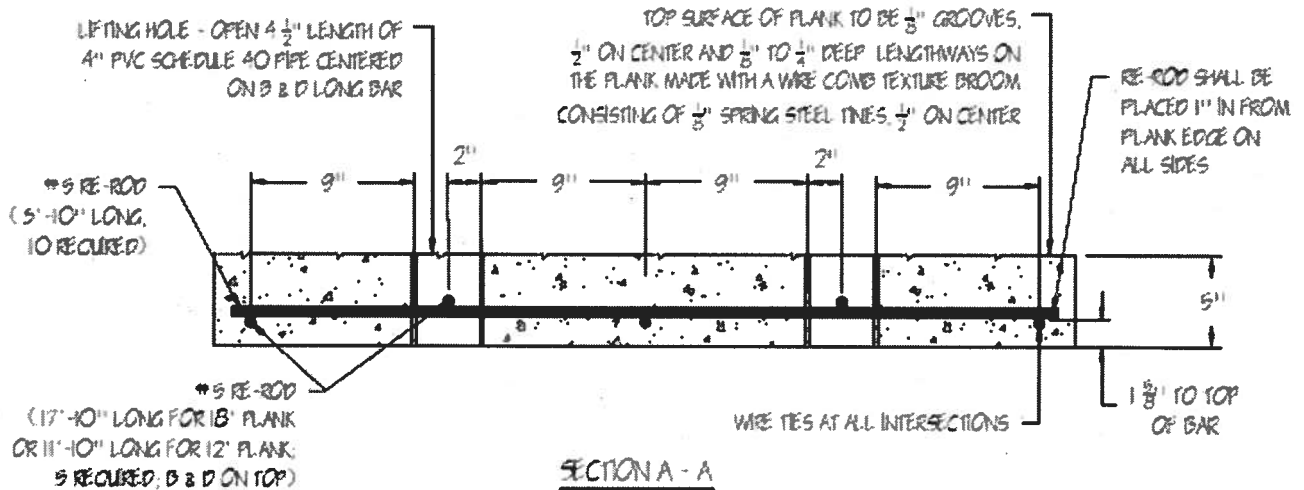
SCHEDULE B CONTRACTOR'S PRICING - REVISED

The Contractor offers quick payment terms of 1% Net 30.

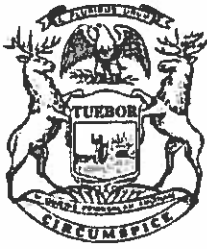
Concrete Boat Launch Ramps, Delivered	Price
18' Pre-Cast Concrete Boat Launch Ramps for DNR Boating Access Sites; delivered to locations in the Lower Peninsula. Per State of Michigan, Department of Natural Resource Schedule A - Statement of Work Specifications and Schedule C - Boat Launch Ramp Drawing B3.3 dated 1-1-2003	\$340.00
18' Pre-Cast Concrete Boat Launch Ramps for ONR Boating Access Sites; delivered to locations in the Upper Peninsula. Per State of Michigan, Department of Natural Resource Schedule A - Statement of Work Specifications and Schedule C - Boat Launch Ramp Drawing B3.3 dated 1-1-2003	\$400.00
12' Pre-Cast Concrete Boat Launch Ramps for DNR Boating Access Sites; delivered to locations in the Lower Peninsula. Per State of Michigan, Department of Natural Resources Boat Launch Ramp Drawing Page B4.	\$272.00
12' Pre-Cast Concrete Boat Launch Ramps for DNR Boating Access Sites; delivered to locations in the Upper Peninsula. Per State of Michigan, Department of Natural Resources Boat Launch Ramp Drawing Page B4.	\$320.00



12' PRECAST CONCRETE PLANK (ALTERNATE PER CRITERIA ON SHEET B5)



Date Revised: XX/XX/XXX Michigan Department of Natural Resources Parks and Recreation Division	Page: B4	BOATING ACCESS SITE SECTION	Launch Ramp Details



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**
Department of Natural Resources
525 West Allegan, Constitution Hall, Third Floor
Lansing, Michigan 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 751B7700021
between
THE STATE OF MICHIGAN
and

CONTRACTOR	Cadillac Culvert, Inc.
	5305 M-115
	Cadillac, Michigan 49601
	Don Aldrich
	231-775-3761
	don@cadillacculvert.com
	*****8835 / 001

STATE	Program Manager	Linda Warren	DNR
		WarrenL1@michigan.gov	
		989-386-4067	
	Contract Administrator	Lisa Crozier-Green	DNR
CrozierGreenL@michigan.gov			
517-284-5938			

CONTRACT SUMMARY			
DESCRIPTION: DNR Concrete Boat Launch Ramps			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 1, 2017	April 30, 2022	Five 1-Year Options to Renew	April 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		45 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
Five (5) Boat Launch Ramps			
MISCELLANEOUS INFORMATION			
The terms and conditions of this Contract are those of the Direct Solicitation, this Contract Agreement and the vendor's quote dated April 21, 2017. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$397,200.00

FOR THE CONTRACTOR:

Cadillac Culvert, Inc.

Company Name



Authorized Agent Signature

Don Aldrich

Authorized Agent (Print or Type)

5/10/17

Date

FOR THE STATE:



Signature

Laura L. Gyorkos, Section Manager

Name & Title

Department of Natural Resources

Agency

5/22/17

Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("Contract") is agreed to between the State of Michigan (the "State") and Cadillac Culvert, Inc. ("Contractor"), a Michigan Corporation. This Contract is effective on May 1, 2017 ("Effective Date"), and unless terminated, expires on April 30, 2022.

This Contract may be renewed for up to five additional one-year options to renew. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

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

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

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

The Contractor agrees to ensure the Contractor's employees are clearly identifiable while on State property by wearing identification issued by the Contractor or the State, and clearly identify themselves whenever making contact with the State.

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

If to State:	If to Contractor:
Lisa Crozier-Green, Contract Administrator Department of Natural Resources Procurement Services 525 West Allegan, Constitution Hall, 3 rd Floor Lansing, Michigan 48933 CrozierGreenL@michigan.gov 517-284-5938	Don Aldrich Cadillac Culvert, Inc. 5305 M-115 Cadillac, Michigan 49601 dealdrich@hotmail.com 231-775-3761 FAX: 231-775-0072

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

State:	Contractor:
Lisa Crozier-Green, Contract Administrator Department of Natural Resources Procurement Services 525 West Allegan, Constitution Hall, 3 rd Floor Lansing, Michigan 48933 CrozierGreenL@michigan.gov 517-284-5938	Don Aldrich Cadillac Culvert, Inc. 5305 M-115 Cadillac, Michigan 49601 dealdrich@hotmail.com 231-775-3761 FAX: 231-775-0072

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "Program Manager"):

State:	Contractor:
Linda Warren, Department Analyst Department of Natural Resources Parks and Recreation Division WarrenL1@michigan.gov 989-386-4067 989-386-4088 FAX: 989-386-4012	Don Aldrich Cadillac Culvert, Inc. 5305 M-115 Cadillac, Michigan 49601 dealdrich@hotmail.com 231-775-3761 FAX: 231-775-0072

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

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

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

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

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

7. **Reserved.**

8. **Reserved.**

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

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

12. **Background Checks.** Upon request, Contractor agrees to perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

14. **Change of Control.** The Contractor agrees to notify the State at least 90 calendar days before the effective date of any change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.

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

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

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

17. **Delivery.** The Contractor agrees to deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging becomes the State's exclusive property upon acceptance.

18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.

20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

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

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

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

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

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

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

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

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

whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

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

32. Reserved.

33. Reserved.

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

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

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

35. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or

otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

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

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination

that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

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

STATE OF MICHIGAN

Contract Number 751B7700021
Concrete Boat Launch Ramps

SCHEDULE A CONTRACT ACTIVITIES

BACKGROUND

DNR maintains and administers numerous state parks and recreation areas throughout the State of Michigan. As part of the recreation experience, the public is provided access to lakes through DNR created boat launch areas. Concrete planks are used at the boat launch sites to provide a stable area along a lake's shoreline where vehicles and boat trailers may enter the water for loading and unloading.

REQUIREMENTS

1.0 GENERAL REQUIREMENTS

- A. The Contractor agrees the concrete boat launch ramps shall be constructed as shown on attached Schedule C – Boat Launch Ramp Drawing titled, "Typical Plank for both the Upper and Lower Peninsula", dated January 1, 2003, and as specified herein.
- B. The method of forming the planks shall be at the option of the Contractor but shall generally conform to Michigan Department of Transportation (MDOT) 2003 Standard Specifications for Construction (herein referred to as "MDOT Standard Specifications"), Subsections 706.03 for Type B surfaces. Forms shall be of such thickness that planks will remain true to the shape and dimensions shown on Schedule C.
- C. Steel reinforcing bars shall be #5 re-rod and shall meet MDOT Standard Specifications, Section 905 requirements and shall be handled and placed in accordance with MDOT Standard Specifications, Subsection 706.03 and as shown on Schedule C.
- D. Concrete used for the planks shall be in conformance with MDOT Standard Specifications, Section 701 except that materials shall be Type III Portland Cement, 2NS fine aggregate, 6A course aggregate and water. The proportion of cement, fine aggregate and course aggregate, by dry, loose volume, shall be approximately 1:1.75:3. Cement content shall be at least 6.5 sacks per cubic yard of concrete, with a compressive strength for the concrete mix of not less than 4000 psi at 28 days. Slump shall be 3.5 inches as measured by ASTM specification C-143 – standard Method of Test for Slump of Portland Cement Concrete. Use air-entraining admixture, but no other admixtures are to be used. Air-entrainment shall conform to the MDOT 2003 Standard Specifications for Construction, Section 903.03 and shall be measured at 6.5 +/- 1.5 percent, by volume, as measured by ASTM specification C-173 – Air content, as determined by the Volumetric Method.
- E. The wearing surface of the planks shall be 1/8" wide grooves as noted on Schedule C, formed in accordance with MDOT Standard Specifications, Subsection 602.03.
- F. Planks shall be straight with no bow over their total length and width as measured along either the top or bottom line of the plank and they shall be square. The diagonal dimensions of each finished plank shall measure within 1/4" of one another.
- G. For each concrete batch mixture or each 50 cubic yards, whichever is less, collect four test cylinders according to ASTM C-31. One specimen to be tested at 7 days, two specimens tested at 28 days and one specimen for later testing if required. Testing shall be according to ASTM C-39 – Method of Test for Compressive Strength of Molded Concrete Cylinders. Test results to be provided to the DNR in writing on the same day tests are made. In addition, one test cylinder from each concrete batch mixture or each 50 cubic yards, whichever is lesser, shall be taken, with the batch number and the date taken marked on the test cylinder. Test cylinders shall conform to ASTM C-31 and shall be available to the DNR at the end of 21 days from the pour, for performing 28-day strength tests. The batch number shall be indicated directly on each plank.
- H. Spacers used for stacking planks at the designated delivery location(s) shall be high density extruded polystyrene with a minimum unit weight of two pounds per cubic foot. Spacers shall be a minimum of 1" thick, 6" wide, and a length to extend the width of the planks. Spacers for 18 foot planks shall be placed one foot from the plank ends and four feet on center, for a total of five spacers.
- I. Planks shall be stored for a minimum of 30 days before delivery. Any delivered planks that are broken, have excessive cracking, or are not constructed to the plan shape and dimensions, or do not conform to the above specifications, will not be accepted. Replacement of such planks will be the responsibility of the Contractor. Removal of such planks from the site may be requested by the DNR and shall be done so at no additional cost.

2.0 WARRANTIES, RECALL REQUIREMENTS, QUALITY ASSURANCE, INCENTIVES

2.1 Warranties - N/A

2.2 Recall Requirements and Procedures – N/A

2.3 Quality Assurance Program – N/A

2.4 Incentives

The Contractor offers quick payment terms of 1% Net 30 Days.

3.0 SERVICE LEVELS

3.1. Time Frames

The Contractor agrees all Deliverable(s) shall be delivered within 45 Days after receipt of order. The receipt of order date is governed in the same manner as notices sent under Section 2, Notices of the Standard Contract Terms.

Deliveries will be accepted between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, excluding legal State holidays. Contractor must provide 48 hours' notice prior to delivery to insure DNR staff is available to receive goods. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

3.2 Delivery

The Contractor agrees deliveries of Concrete Boat Launch Ramps, in quantities stated, shall be delivered, FOB Destination, to the location(s) designated by the DNR by the date(s) specified by the DNR. Quantities, delivery location, and due date will be conveyed to the Contractor through the issuance of purchase order(s). Unloading of planks by the Contractor may be required.

3.3 Project Management

The Contractor agrees to carry out this project under the direction and control of the Department of Natural Resources.

3.4 Reports

The Contractor agrees to provide various reports if and when requested by DNR. Examples include itemized reports of total items purchased by each DNR location, open invoice reports, quantity reports, etc. Reports should be submitted electronically to the Contract Administrator at the email address provided.

3.5 Meetings

The State may request meetings as it deems appropriate.

4.0 STAFFING

4.1. Contractor Representative

The Contractor Representative is:

Don Aldrich
Cadillac Culvert
5305 M-115
Cadillac, Michigan 49601
231-775-3761
dealdrich@hotmail.com

4.2. Key Personnel

The Contractor Key Personnel is:

Don Aldrich
Cadillac Culvert
5305 M-115
Cadillac, Michigan 49601
231-775-3761
dealdrich@hotmail.com

4.3. Disclosure of Subcontractors

The Contractor does not intend to utilize subcontractors for any portion of this Contract. In the event the Contract requires subcontractors for any portion of the customization / fabrication, the Contractor agrees to disclose the following:

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities. The relationship of the subcontractor to the Contractor. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship. A complete description of the Contract Activities that will be performed or provided by the subcontractor.

5.0 PRICING

5.1. Price Term

Pricing is firm for a 365 day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

5.2. Price Changes

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

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

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

6.0. Ordering

6.1. Authorizing Document

The appropriate authorizing document for the Contract will be the completed and signed purchase order and signed shop drawings. The Contractor is not authorized to begin fabrication prior to receipt of both the signed purchase order and signed shop drawings.

6.2. Order Verification

The Contractor agrees all modifications to specifications, components and / or price shall be forwarded to the Contract Administrator for written approval prior to fabrication.

7.0 Delivery

7.1. Delivery Programs

The Contractor intends to utilize Contractor owned and operated equipment in delivery of the Contract Activities.

7.2 Minimum Order

The State's requested minimum order is five (5) boat launch ramps.

7.3 Packaging

Deliverables must be packaged and shipped consistent with good commercial practices.

7.4 Delivery Term

Unless specified otherwise, delivery is governed by Section 7.5, Delivery Responsibilities.

Price proposed must include delivery F.O.B Destination to locations in both the Upper and Lower Peninsulas. The ship-to location will be included to the Contractor through the issuance of a purchase order.

7.5 Delivery Responsibilities

Unless otherwise specified by the State, the following are applicable to all deliveries:

- a. The Contractor is responsible for delivering and unloading the Deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.
- b. The Contractor must ship the Deliverable(s) "F.O.B. Destination."
- c. The State will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

8.0 Acceptance

8.1. Acceptance, Inspection and Testing

The State reserves the right to inspect the Contract Activities prior to and after delivery to ensure compliance with specifications. Delivery of the Contract Activities does not guarantee State Acceptance.

The State will use the following criteria to determine acceptance of deliverables:

- i. Each order placed shall be delivered in the quantities ordered and within the timeframe outlined in the contract.
- ii. The DNR representative will approve acceptance of goods upon delivery. Any delivered planks that are broken, have excessive cracking, or are not constructed to the plan shape and dimensions, or do not conform to specifications, will not be accepted. Replacement of unaccepted Deliverables will be the responsibility of the Contractor. Removal of such boat launch ramps from the site may be requested by the DNR and shall be done so at no additional cost.

8.2. Final Acceptance

- A. After State inspection of the Contract Activities and verification of compliance with specifications, the State will provide written Final Acceptance to the Contractor.
- B. Delivery / receipt of Contract Activities does not constitute Final Acceptance.
- C. The State's review period for acceptance of the Deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify the State's review period, it is by default 30 Days for a Deliverable (State Review Period). The State will notify the Contractor by the end of the State Review Period that either:
 - I. the Deliverable is accepted in the form delivered by the Contractor
 - II. the Deliverable is accepted, but noted deficiencies must be corrected; or
 - III. the Deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the Deliverable.
- C. If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Days resubmit the Deliverable(s) with an explanation that demonstrates all corrections have been made to the original Deliverable(s). The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed 30 Days, to accept the corrected Deliverable.

8.3 State Review Period

- A. The State's obligation to comply with any State Review Period is conditioned on the timely delivery of the Deliverable(s). The State Review Period will begin on the first Business Day following the State's receipt of the Deliverable(s).
- B. The State may inspect the Deliverable to confirm that all components have been delivered without material deficiencies. If the State determines that the Deliverable or one of its components has material deficiencies, the State may reject the Deliverable without performing any further inspection or testing.
- C. The State will only approve a Deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, in its discretion, conditionally approve a Deliverable that contains material deficiencies if the State elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct, within a reasonable time at the Contractor's expense, all deficiencies in the Deliverable that remain outstanding at the time of State approval.
- D. If, after three opportunities the Contractor is unable to correct all deficiencies, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep this Contract in force and perform, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and this Contract price plus an additional amount equal to 10% of the State's cost to cure the deficiency; or (iii) fully or partially terminate this Contract for default by giving notice to the Contractor. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.
- E. The State, at any time and in its reasonable discretion, may reject the Deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

9.0 Invoice and Payment

9.1. Invoice Requirements

The Contractor shall invoice the State only upon receipt of written Final Acceptance of all Contract Activities.

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price.

9.2. Payment Methods

The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) only. The Contractor must verify registration as a State of Michigan vendor, and provide State identification number and EFT compliant mail code:

10.0 Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$1,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

11.0. Additional Requirements

11.1. Environmental and Energy Efficient Products – N/A

11.2. Hazardous Chemical Identification

- a. In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor agrees to provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered.
- b. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.
- c. The Contractor will not be providing products containing Hazardous Chemicals.

11.3. Mercury Content

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

11.4. Brominated Flame Retardants

- a. The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible.
- b. The Contractor agrees to disclose any products which contain BFRs.

STATE OF MICHIGAN

Contract No. 751B7700021
Concrete Boat Launch Ramps

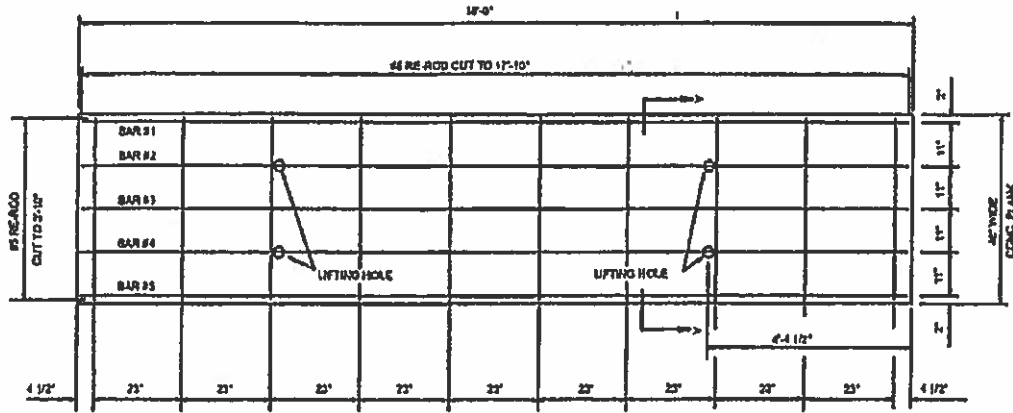
SCHEDULE B CONTRACTOR'S PRICING

The Contractor offers quick payment terms of 1% Net 30.

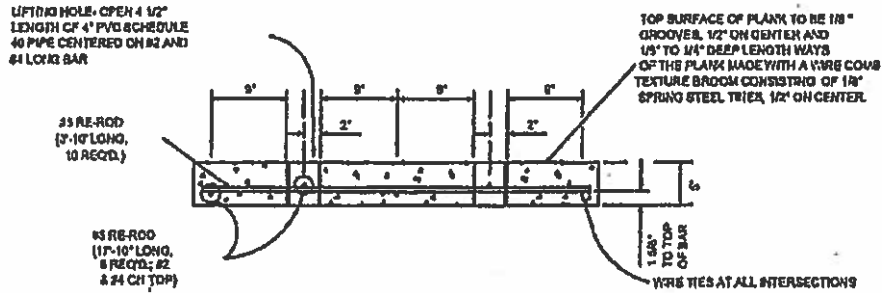
Vendor Pricing

Concrete Boat Launch Ramps, Delivered	Price
Pre-Cast Concrete Boat Launch Ramps for DNR Boating Access Sites; delivered to locations in the Lower Peninsula. Per State of Michigan, Department of Natural Resource Schedule A – Statement of Work Specifications and Schedule C – Boat Launch Ramp Drawing B3.3 dated 1-1-2003	\$340.00
Pre-Cast Concrete Boat Launch Ramps for DNR Boating Access Sites; delivered to locations in the Upper Peninsula. Per State of Michigan, Department of Natural Resource Schedule A – Statement of Work Specifications and Schedule C – Boat Launch Ramp Drawing B3.3 dated 1-1-2003	\$400.00

Schedule C, Shop Drawings




PRECAST
CONCRETE PLANK



SECTION A - A

AREA 24 CONCRETE STEEL
 1/2" PASSING 3" BEVE OPENING
 3/4" PASSING 1" BEVE OPENING
 3/8" PASSING 1" BEVE OPENING
 3/8" PASSING 3/4" BEVE OPENING
 3/8" PASSING 3/4" BEVE OPENING

AREA 24 CONCRETE STEEL ASSOCIATION

MICHIGAN DEPARTMENT of NATURAL RESOURCES		PARKS & RECREATION BUREAU		TYPICAL PLANK FOR BOTH THE UPPER AND LOWER PENINSULA
		DATE: 1-1-2003	PAGE B3.3	