



# STATE OF MICHIGAN PROCUREMENT

## Department of Natural Resources

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

### NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **230000001525**

between

THE STATE OF MICHIGAN

and

<b>CONTRACTOR</b>	Bio-Tech Agronomics, Inc.
	1651 Beulah Highway
	Beulah, MI 49617
	Don Popma
	616-835-0100
	dpopma@biotechag.com
	CV0050784

<b>STATE</b>	Program Manager	Paul Stowe	DNR
		231-383-0119	
		StoweP@michigan.gov	
	Contract Administrator	Lisa Crozier-Green	DNR
		517-388-6626	
		CrozierGreenL@michigan.gov	

CONTRACT SUMMARY			
<b>DESCRIPTION: Sludge Removal – Platte River State Fish Hatchery</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 23, 2023	September 1, 2026	N/A	September 1, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		Per Specifications	
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 checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
<b>THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of the State's inquiry bearing the solicitation number RFP 23*2643. Orders for Delivery will be issued directly by the Departments through the issuance of a Delivery Order (DO).</b>			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$81,160.00</b>

CONTRACT NO. 23000001525

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**FOR THE CONTRACTOR:**

**Bio-Tech Agronomics, Inc.**

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**Company Name**

E-SIGNED by Don Popma  
on 2023-08-23 14:15:26 EDT

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**Authorized Agent Signature**

**Don Popma**

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**Authorized Agent** (Print or Type)

2023-08-23 14:15:26 UTC

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**Date**

**FOR THE STATE:**

E-SIGNED by Laura Gyorkos  
on 2023-08-23 15:08:00 EDT

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**Signature**

**Laura L. Gyorkos, Procurement Services Manager**

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**Name & Title**

**Department of Natural Resources**

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**Agency**

2023-08-23 15:08:00 UTC

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**Date**

# STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and BioTech Agronomics, Inc. (“**Contractor**”), a Michigan Corporation.

This Contract is effective on August 23, 2023 (“**Effective Date**”), and unless terminated, will expire on September 30, 2026 (the “**Term**”).

The parties agree as follows:

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

Contractor agrees to furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in a Statement of Work.

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) 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor agrees to be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever contacting 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 525 West Allegan Constitution Hall, Third Floor Lansing, MI 48933 CrozierGreenL@michigan.gov 517-388-6626	Don Popma 1651 Beulah Highway Beulah, MI 49617 dpopma@biotechag.com 616-835-0100

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized 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 525 West Allegan Constitution Hall, Third Floor Lansing, MI 48933 CrozierGreenL@michigan.gov 517-388-6626	Don Popma 1651 Beulah Highway Beulah, MI 49617 dpopma@biotechag.com 616-835-0100

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:
Paul Stowe DNR Platte River State Fish Hatchery 15210 US 31 Beulah, MI 49617 StowP@michigan.gov 231-383-0119	Don Popma 1651 Beulah Highway Beulah, MI 49617 dpopma@biotechag.com 616-835-0100

5. **Performance Guarantee.** Contractor agrees to have sufficient financial resources available at all times, 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 a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.**

- a. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- b. **Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- c. **Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- d. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor agrees to:
  - (1) Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
  - (2) Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract

**e. Proof of Insurance**

- (1) Insurance certificates showing evidence of coverage as required herein must be submitted to the Contract Administrator within 10 days of the contract execution date.
- (2) Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
- (3) Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
- (4) All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
- (5) The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
- (6) In the event any required coverage is cancelled or not renewed, Contractor agrees to provide written notice to the Contract Administrator no later than 5 business days following such cancellation or nonrenewal.

**f. Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

**g. Limits of Coverage & Specific Endorsements.**

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<b>Minimum Limits:</b> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 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 using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
<b>Automobile Liability Insurance</b>	
<b>Minimum Limits:</b> \$1,000,000 Per Accident	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.
<b>Workers' Compensation Insurance</b>	
<b>Minimum Limits:</b> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<b>Minimum Limits:</b> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
<b>Minimum Limits:</b> \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate	

- h. Non-Waiver.** This Section 6 is not intended to and is not to 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. Relationship of the Parties.** The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.
- 8. Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
- 9. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor agrees to 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 agrees to: (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.
- 10. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
- 11. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, 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.

**12. 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.

**13. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

**14. Ordering.** is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.

**15. 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 a Statement of Work. 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 24, 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 agrees to 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.

**16. Invoices and 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 provided as specified in a Statement of Work. 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 fees are exclusive 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/SIGMAVSS> 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.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

- 17. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.
- 18. 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 agrees to 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 delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

**19. Termination for Cause.** (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor agrees to: (i) cease performance immediately. Contractor agrees to submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract or (ii) 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 25, 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. Contractor agrees to promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. The Contractor agrees to 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.

**20. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor agrees to: (a) cease performance of the Contract Activities immediately. Contractor agrees to submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, 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 to the extent the funds are available.

**21. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor agrees to, 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) 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 (d) 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.

**22. Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor agrees to take 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 the Contractor by any entity, agent, vendor, or employee of the State.

**23. Indemnification.** Contractor agrees to 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 agrees to, 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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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.

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.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

**24. 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 agrees to, 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.

- 25. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 26. Disclosure of Litigation, or Other Proceeding.** Contractor agrees to 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 (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 27. 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 agrees to 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 or commercial purposes.
- 28. 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.
- 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; or, (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 or is: (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.
- 29. Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, 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 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 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.

- 30. Representations and Warranties.** 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; (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; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.
- 31. 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.
- 32. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 33. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). 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 (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person’s ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

- 34. 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.
- 35. 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 the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 36. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 37. 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.
- 38. 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 decides 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.

- 39. 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 the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.
- 40. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Schedule A	Statement of Work

<b>Schedule B</b>	Vendor Price Quote
<b>Attachment A</b>	Platte River Watershed Boundary Map
<b>Attachment B</b>	EGL E Fish Waste Exemption
<b>Attachment C</b>	EGL E Agricultural Use Agreement Site Identification Form
<b>Attachment D</b>	EGL E District Locations & Boundaries

- 41. Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and 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 Statement of Work; (b) second, 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, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE’S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 42. 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.
- 43. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 44. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 45. 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.

# SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

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**Department of Natural Resources  
Fisheries Division  
Platte River State Fish Hatchery Sludge Removal  
Contract Number 230000001525**

## **BACKGROUND**

Fish waste from the hatchery rearing units is filtered out of the discharge water and pumped through a clarifier and ultimately to a sludge storage tank. The sludge storage tank must be emptied (generally once year) and the residual solid waste must be handled in compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Fish Waste Exemption to Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 (NREPA).

## **OBJECTIVE**

Residuals will be sampled and tested prior to being pumped from the storage tanks at Platte River State Fish Hatchery. Residuals will be sampled during removal to determine the amount of total phosphorus removed from the storage tank. Residuals will be applied to agricultural fields at the appropriate agronomic rate (in full accordance with the EGLE Fish Waste Exemption, which requires that the waste be injected or incorporated into the soil the same day it is applied).

## **REQUIREMENTS**

### **1. General Requirements**

#### **1.1 General Requirements**

- A. The Contractor agrees to carry out the work (Contract Activities) under the direction and control of the DNR Program Manager or designee.
- B. The Contractor agrees to provide all labor, equipment, and other supplies and services necessary for all Contract Activities.
- C. The Contractor agrees to contact the Platte River State Fish Hatchery (PRSFH) Project Manager within FIVE (5) business days after the Contract is executed and a Delivery Order is issued to provide an approximate schedule of work start and end dates.
- D. The Contractor agrees to secure agricultural fields located outside the Platte River watershed (per Attachment A - Platte River Watershed Boundary Map) as disposal locations for residuals.
- E. The Contractor agrees to notify the PRSFH Project Manager THREE (3) business days prior to arrival for pumping.
- F. The Contractor agrees to provide the PRSFH Project Manager with a final work schedule and disposal locations with GPS coordinates at least 48 hours prior to beginning on-site work.
- G. The Contractor agrees to provide the PRSFH Project Manager with daily status updates including, but not limited to, chemical spills, injuries, other issues, etc., as they arise.
- H. The Contractor agrees to provide the PRSFH Project Manager with notice of any breaks in work longer than one week during the course of the project.

- I. The Contractor agrees to notify the PRSHF Project Manager within 24 hours following final completion of all on-site work under this contract.

**1.2 Minimum Experience or Education**

- A. Demonstrated prior experience handling similar volume of residuals in a short (1-3 day) timeframe.

**1.3 Application / Disposal Locations and Methods**

- A. Application sites / disposal locations must be located outside the boundaries of the Platte River Watershed per Attachment A – Platte River Watershed Boundary Map.
- B. The Contractor is responsible for locating appropriate fields that are acceptable given the composition of the residuals to be applied.
- C. The method of unloading residuals is at the discretion of the Contract, but residuals MUST be subsurface applied per Attachment B – Fish Waste Exemption. Residuals may be injected into the soil, or surface applied if the material is immediately tilled into the soil.
- D. The Contractor agrees to remain responsible for applying the residuals at the appropriate agronomic rate based on previous sampling.

**1.4 Testing Requirements**

- A. All sludge removal activities are subject to Attachment B – EGLE Fish Waste Exemption, Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 (NREPA).
- B. The Contractor agrees to sample & test the secured / proposed disposal locations to determine nutrient needs.
- C. The Contractor must collect a sludge sample from the PRSFH holding tanks for lab analysis prior to sludge pumping / removal from the Hatchery. Lab analysis must indicate sludge is suitable for application on Contractor secured crop fields located outside the Platte River watershed and provide agronomic application rates.
- D. The Contractor agrees to collect THREE (3) sludge samples from each truck during the loading (beginning, middle and end of load), using sample bottles provided by Hatchery staff.

**1.5 Equipment Requirements**

- A. Mechanical failure WILL NOT constitute an acceptable reason for failure to perform the Contract Activities.
- B. In the event of mechanical failure, the Contractor must provide backup equipment to continue and / or complete the Contract Activities.
- C. The Contractor agrees to provide equipment capable of connecting with existing equipment located at Platte River SFH.
  - 1. The existing sludge mixing pump is a Gorman-Rupp stationary pump with a 6” intake and a 4” outflow.
  - 2. Currently there is a 4” male Camlock fitting on the outflow.
  - 3. 4” female Camlock and 6” Camlock fittings are available at PRSFH for Contractor use.
  - 4. Actual pumping rate (gpm) is unknown.
- B. The Contractor may use PRSFH pumping equipment, or a Contractor supplied pump, to transfer the sludge to the Contractor’s truck.
- C. The Contractor must provide transport vehicles:
  - capable of hauling 100,000 – 160,000 gallons of residuals from the site within a period of 1 – 2 days,
  - equipped with hoses capable of connecting from the existing sludge mixing pump to the Contractor’s truck, and
  - equipped with adaptor for collecting samples during loading.

- D. The Contractor agrees to provide equipment capable of injection or other means of incorporation of the residuals into the soil at the disposal location. Surface application is not allowed.
- E. The Contractor agrees to provide a list of equipment adequate to perform all Contract Activities including equipment specifics such as disk weight and size, tractor / dozer size, etc. The State reserves the right to determine whether the Contractor provided equipment is adequate to perform the Contract Activities. Adequacy of equipment proposed may be used in the award consideration.

<b>Provide Equipment Detail HERE or attach a list as a separate document</b>				
<b>Type</b>	<b>Quantity</b>	<b>Make</b>	<b>Model</b>	<b>Own or Rent</b>
<b>Transport Vehicles</b>	2 - 3	Kenworth	Semi	Own
		International	Semi	Own
<b>Equipment appropriate for Injection or other means of immediate incorporation of residuals into soil at disposal site</b>	1	Nuhn	8,500	Own
<b>Hoses capable of connecting from existing sludge mixing pump to truck with adapter for collecting samples during loading.</b>	Numerous	Various	Various	Own

- D. **Equipment Failure / Backup Equipment**
  - 1. Mechanical failure WILL NOT constitute an acceptable reason for failure to perform the Contract Activities.
  - 2. In the event of mechanical failure, the Contractor agrees to provide backup equipment to continue and / or complete the Contract Activities.
  - 3. Backup Equipment – **Bidder must describe how they will provide backup equipment if mechanical breakdown occurs, including the timeframe to replace or repair non-working equipment.**

**Contractor Response: BioTech Agronomics owns a shop/office within 4 miles of PRSFH. Any equipment issues will be quickly resolved.**

**1.6 Work Hours**

- A. The Contractor agrees to provide sludge removal during normal Hatchery business hours of 7:30 a.m. – 4:30 p.m., Monday – Friday to ensure DNR Hatchery staff are on site to supervise operation and sampling.
- B. Timeframe:
  - The Contractor agrees to be available to begin work within seven (7) business days after receipt of delivery order.
  - Delivery order is anticipated to be issued on or before August 9, 2023.
  - Total project must be completed within THREE (3) weeks after delivery order is issued.

**1.7 Platte River State Fish Hatchery Location and Site Considerations**

- A. The sludge storage tank is located at the Platte River State Fish Hatchery, 15210 US Highway 31, Beulah, MI 49617.
- B. The sludge storage tank is accessible by an asphalt driveway.
- C. The loading area for trucks is a gravel pad large enough for semi-trailers.
- D. The sludge tank is confined within a gated enclosure and a key is required for access.

- E. The Contractor agrees to provide sludge removal during normal Hatchery business hours of 7:30 a.m. – 4:30 p.m., Monday – Friday to ensure DNR Hatchery staff are on site to supervise operation and sampling.

## 1.7 Task Description

### A. Work Required

1. The Contractor will secure field locations for disposal of residuals. Disposal locations shall be located outside the Platte River watershed only. Refer to Attachment A – Platte River Watershed Boundary Map.
2. The Contractor agrees to test the disposal locations to verify nutrient requirements.
3. The Contractor agrees to sample and test the residuals prior to removal from the PRSFH tank.
4. The Contractor agrees to collect THREE (3) sludge samples from each truck during the loading (beginning, middle and end of load), using sample bottles provided by Hatchery staff.
5. The Contractor agrees to transport residuals to an approved agricultural field outside the Platte River Watershed and apply residuals to fields in the designated locations by injecting or incorporating into the soil on the same day, in compliance with Attachment B - EGLE Fish Waste Exemption.

### B. Work Plan

1. The Contractor agrees to provide a plan that outlines the time framework of the project as well as the procedure for collecting three (3) samples per truckload.
2. Date the Contractor is available to begin the project. August, 2023.
3. Estimated number of days to complete the project under optimum conditions. 1 – 2 Days.
4. Contractor's Project Manager:
  - AJ Elliott. 616-835-1903. aelliott@biotechag.com
5. How often will the Contractor's Project Manager be on site while work is being performed?  
DAILY

## 1.8 Warranties

- A. The Contractor warrants work will be performed to specifications and be in 100% environmental compliance.
- B. The State reserves the right to require additional warranties other than those identified by the Contractor.

## 1.9 Incentives

- A. The Contractor is not offering special incentives or quick payment terms.

## 2 Service Requirements

### 2.1 Timeframes

- A. The Contractor agrees all Contract Activities will be delivered within the timeframe specified: Work to begin within SEVEN (7) days after Contract execution / receipt of Delivery Order. Delivery Order is anticipated to be issued on approximately August 24, 2023.
- B. Total project must be completed by September 8, 2023.
- C. Contract Activities may not begin until the Contractor receives a completed Delivery Order pursuant to the **Notices** section of the *Standard Contract Terms*.

### 2.2 Reporting

- A. The Contractor agrees to provide lab analysis of the residuals samples prior to removal from the Hatchery.

- B. The Contractor agrees to provide data sheets detailing the following information regarding the transport and application of the residuals:
  1. Date and Time of Removal
  2. Name of Operator
  3. Gallons of residuals removed, and land applied
  4. Location, legal description and GPS coordinates of approved agricultural fields for application
  5. Number of acres accepting residuals.

**2.3 Meetings**

- A. The State may request meetings as it deems appropriate.

**3 Staffing**

**3.1 Contractor Representative**

- A. The Contractor agrees to appoint one individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the “Contractor Representative”).
- B. The Contractor agrees to notify the Program Manager Administrator at least three (3) calendar days before removing or assigning a new Contractor Representative.

<b>Contractor Representative:</b>	Don Popma
<b>Location:</b>	Beulah, MI
<b>Cell Number:</b>	616-835-0100
<b>Email Address:</b>	dpopma@biotechag.com
<b>Organizational Role:</b>	General Manager
<b>Qualifications:</b>	32 years in residuals management industry

**3.2 Crew Supervisor (if applicable)**

- A. The Contractor agrees to appoint one individual who will be directly responsible for the day-to-day operations of the Contract (Crew Supervisor). Crew Supervisor must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within 8-business hours.
- B. The Contractor may not remove or assign the Crew Supervisor without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor’s control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30-calendar day training period for replacement personnel.
- C. The Contractor agrees to identify the Crew Supervisor, provide contact information, describe the functions they will perform, qualifications, number of years of experience managing similar crews, number of workers supervised, presence on site, number of staff to be supervised for this project. If Contractor anticipates multiple crews, provide the required information for each Crew Supervisor.
- D. Bidder must state “none” or provide information requested in the Bidder Response section.

<b>Crew Supervisor:</b>	AJ Elliott
<b>Cell Number:</b>	616-835-1903
<b>Email Address:</b>	aelliott@biotechag.com
<b>Functions to be performed:</b>	Day-to-Day operations
<b>Qualifications:</b>	8 years’ experience

<b>Number of Years Supervising Crews:</b>	7
<b>Number of Workers Supervised:</b>	20
<b>Frequency Crew Supervisor on site:</b>	Daily – or as needed
<b>Number of workers on project or per crew:</b>	4

**3.3 Disclosure of Subcontractors**

- A. If the Contractor does not intend to utilize subcontractors.
- B. In the event the Contractor requires the use of a subcontractor, the Contractor agrees to disclose the following:
  - 1. 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.
  - 2. The relationship of the subcontractor to the Contractor. Of the total bid, the price of the subcontractor’s work. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
  - 3. A complete description of the Contract Activities that will be performed or provided by the subcontractor.

<b>Subcontractor Name:</b>	
<b>Address:</b>	
<b>Phone Number:</b>	
<b>Email:</b>	
A description of services Subcontractor will provide and detail subcontractor’s ability to provide the service:	
The relationship of the subcontractor to the Bidder:	
Whether the Bidder has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship:	
Of the total bid, the price of the subcontractor’s work:	

**4 Pricing**

**4.1 Price Term**

Pricing is firm for the entire length of the Contract.

**5 Ordering**

**5.1 Authorizing Document**

The appropriate authorizing document for the Contract will be a Delivery Order.

**6 Acceptance**

**6.1 Acceptance, Inspection and Testing**

- 1. The DNR Program Manager or designee will be monitoring work during the entire process.
- 2. Only the DNR Program Manager or designee is authorized to determine whether the Contract Activities are accepted.

## **7. Invoice and Payment**

### **7.1. Invoice Requirements**

- A. Invoices may be submitted to the Program Manager or designee at the completion of all work and after successful inspection and acceptance.
- B. **All invoices must be submitted to DNR no later than September 22, 2023 to ensure payment prior to the end of the State's fiscal year.**
- C. Payment terms are Net 45 Days After Receipt of Invoice unless quick payment discount is offered.
- D. Invoices must reflect the actual work completed, with quantities and the number of acres worked.
- E. Invoices must include the following:
  - 1. Delivery Order Number (2300000\_\_\_\_\_)
  - 2. Date
  - 3. Description of the Contract Activities
  - 4. Price
  - 5. Quick Payment Terms or Discount

### **7.2. Payment Methods**

- A. The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) only.

## **8. Liquidated Damages**

- A. 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 \$1000 and an additional \$500 per day for each day Contractor fails to remedy the late or improper completion of the Contract Activities.

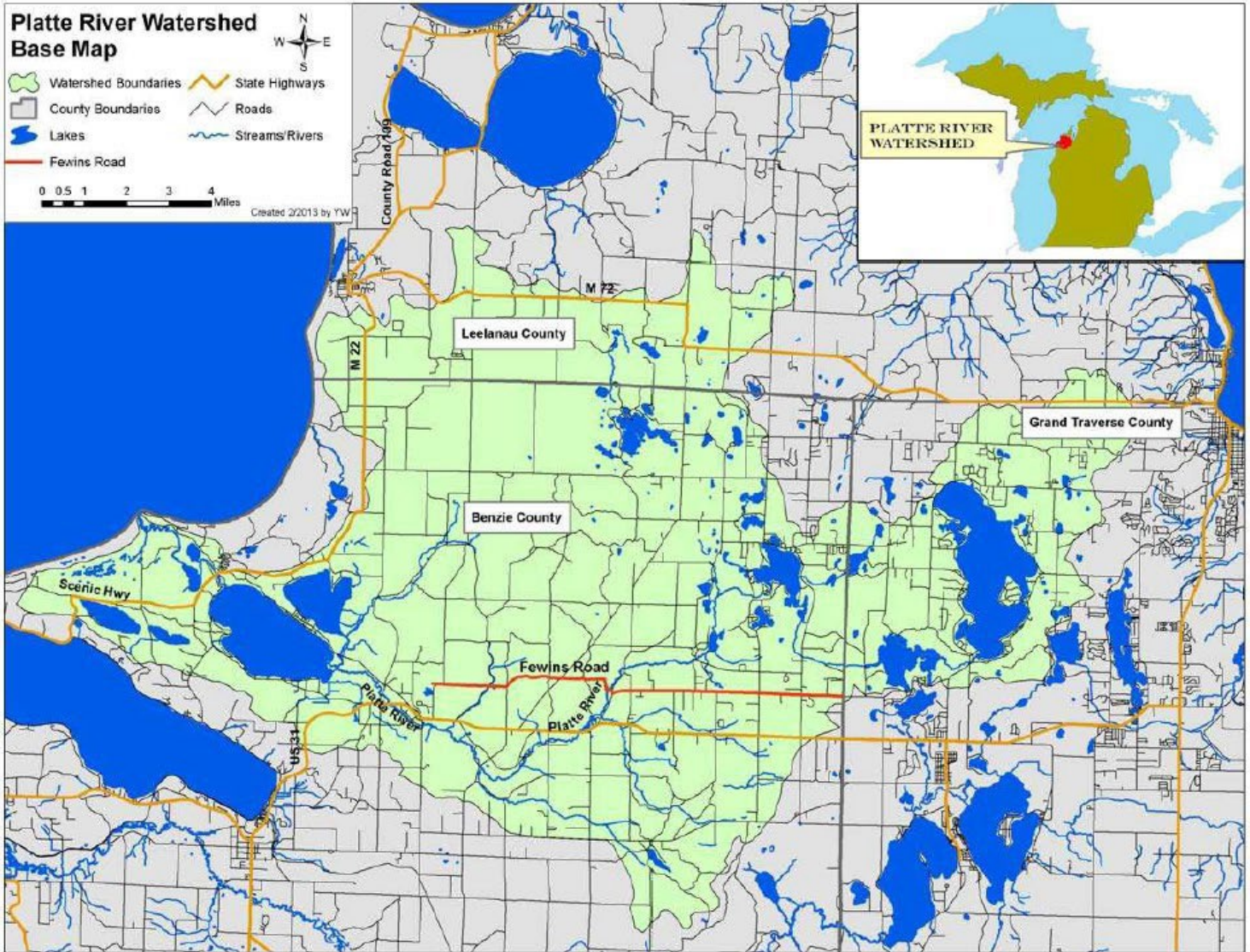
## SCHEDULE B - PRICING

**Department of Natural Resources  
 Fisheries Division  
 Platte River State Fish Hatchery Sludge Removal  
 Contract Number 230000001525**

<b>Year ONE – FY23: 10/1/22 – 9/30/23</b>	<b>Estimated Gallons / Occasion</b>	<b>Price / Gallon</b>	<b>Total</b>
All testing, pumping and proper application on Contractor secured agricultural locations outside the Platte River watershed.	160,000	\$0.164	\$26,240.00
<b>Year ONE (FY23) Total</b>			<b>\$26,240.00</b>
<b>Year TWO – FY24: 10/1/23 – 9/30/24</b>	<b>Estimated Gallons / Occasion</b>	<b>Price / Gallon</b>	<b>Total</b>
All testing, pumping and proper application on Contractor secured agricultural locations outside the Platte River watershed.	160,000	\$0.167	\$26,720.00
<b>Year TWO (FY24) Total</b>			<b>\$26,720.00</b>
<b>Year THREE – FY25: 10/1/24 – 9/30/25</b>	<b>Estimated Gallons / Occasion</b>	<b>Price / Gallon</b>	<b>Total</b>
All testing, pumping and proper application on Contractor secured agricultural locations outside the Platte River watershed.	160,000	\$0.170	\$27,200.00
<b>Year THREE (FY25) Total</b>			<b>\$27,200.00</b>
<b>THRE YEAR CONTRACT TOTAL</b>			<b>\$80,160.00</b>

Attachment A

Platte River Watershed Boundary Map



## Attachment B



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY  
LANSING

**EGLE**

LIESL EICHLER CLARK  
DIRECTOR

### **FISH WASTE EXEMPTION**

This exemption pertains to fish processing wastes, fish hatchery sludges; fish offal, whole fish, and wash water from fish cleaning containing over one percent solids (collectively known as the Material).

Before transport for disposal or use, the generating and receiving facility must manage the Material to avoid releases and the creation of nuisance odor conditions. The disposal or use options chosen will determine the specific requirements needed. Either, the Michigan Department of Environment, Great Lakes, and Energy (EGLE), the Michigan Department of Agriculture and Rural Development (MDARD), or the US Environmental Protection Agency (USEPA) may oversee the requirements. Authority is conferred on EGLE from the following:

- Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA).
- Part 55, Air Pollution Control, of the NREPA.
- Part 91, Soil Erosion and Sedimentation Control, of the NREPA
- Part 115, Solid Waste Management, of the NREPA.
- Part 117, Septage Waste Servicers, of the NREPA.
- Part 121, Liquid Industrial Waste, of the NREPA.
- Hazardous Materials Transportation Act, 1998 PA 138 (Act 138).
- Michigan Right to Farm Act, 1981 PA 93 (Act 93), MCL286.471 to 286.474 and managed under the Generally Accepted Agricultural Management Practices (GAAMPs), or a Comprehensive Nutrient Management Plan approved under the Michigan Agriculture Environmental Assurance Program.

In accordance with the provisions of Section 11553(8), the Material is exempt from solid waste regulation based on the approval from the authorized representative of the Director of EGLE. This exemption amends and replaces the exemption issued on September 30, 2011.

This exemption is subject to the following:

- I. Disposal in Landfill
  - A. The Material may be disposed in a Type II municipal solid waste landfill (Landfill) licensed pursuant to Part 115 of the NREPA, provided the disposal is consistent with the Landfill's waste acceptance policies and the Material is solidified sufficiently to pass the paint filter test at the site of generation or at a Part 115 licensed solid waste processing plant.

Fish Waste Exemption  
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- B. If solidification will occur at the landfill or at a licensed processing plant, those sites must notify the Materials Management Division (MMD) that they are an operating liquid industrial waste designated facility and meet Part 121 of the NREPA requirements.
- C. If solidification will occur at the site of generation, the generator must contact the MMD District Office before beginning operations to discuss site conditions and operations to determine if any other waste regulations may apply.
- D. Comply with Section VI, Transportation of Materials, in this document.

II. Disposal at Wastewater Treatment Plant

- A. The wastewater treatment plant authorities must approve the disposal of the Material into their system.
- B. If the Material is being transported to the wastewater treatment plant, the wastewater treatment plant must notify the MMD that they are operating a liquid industrial waste designated facility and meet Part 121, of the NREPA requirements including obtaining a site identification number. The Water Resources Division (WRD) must also be notified due to the potential adverse impact of this waste on the wastewater treatment plant.
- C. Comply with Section VI, Transportation of Materials

III. Burial of Fish Wastes

- A. No more than 1,000 gallons of Material may be buried on each acre of a site unless an alternate volume is approved, in writing, by EGLE.
- B. A site may only be used one time for the burial of Material.
- C. The Material must immediately be covered with at least two feet of soil.
- D. The Material shall not come into contact with waters of the state.
- E. The Material must be buried at least 200 feet from an existing residential well, property line, road, or surface water.
- F. The Material shall not be mixed with other wastes that are not inert as defined by Part 115 of the NREPA, or the rules promulgated under Part 115, unless appropriate approvals or permits as required by state and/or federal law are obtained.
- G. Any Material that is buried shall be managed in such a way to prevent nuisance conditions and the release of fugitive dust or visible emissions in violation of Part 55, Air Pollution Control, of the NREPA, or the rules promulgated under Part 55.
- H. Comply with Section VI, Transportation of Materials, in this document.
- I. The generator of the Material shall ensure that all Material not land applied, buried, or composted in accordance with the conditions and restrictions contained herein is

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disposed at appropriately licensed solid waste disposal facility in accordance with Part 115 of the NREPA.

- J. The owner/operator of the site shall notify EGLE of the location, volume, and size of any site where fish wastes are buried. Notification shall be provided to the local MMD District Office as identified in Attachment 1.

IV. Land Application of Fish Wastes

- A. The Material shall be applied only to agricultural or silvicultural lands that need fertilization as demonstrated by laboratory soil tests. These agricultural fields must currently be in use, or will be used in the next growing season, for crop production or harvest in the case of agricultural land. It is highly recommended that fall applications of the Material be restricted to fall planted crops such as winter wheat, forage stands, or for silvicultural use.
- B. Application of the Material to agricultural or silvicultural lands shall not exceed any of the following:
  - 1. The agronomic rate for the crop to be grown on the site subsequent to the application of Material to the site. The agronomic rate is defined as that rate that provides the nitrogen, phosphorus, and other nutrient needs of the crop, but does not overload the soil with nutrients or other constituents that may eventually leach to groundwater, limit crop growth, or adversely impact soil quality.
  - 2. The nitrogen and phosphorus addition recommendation as stated in the results of the soil test.
- C. The Material shall not be applied to a site used in the same year for land application of Biosolids, wastes, septage (see the Septage Hauler Directory available on the Septage Program Web site at [www.michigan.gov/deqseptage](http://www.michigan.gov/deqseptage) by navigating to "Online Services" and clicking on the "Septage Haulers Directory" link), or wastewater from any other business or facility, without written permission of the MMD.
- D. Material that is surface applied to agricultural soil shall immediately be incorporated into the soil after application to land, unless prior to application, EGLE approves an alternate timeframe.
- E. The Material shall not be applied in a manner that adversely restricts soil permeability or causes ponding, pooling, or runoff in the area.
- F. The Material shall not be surface applied to slopes exceeding a six percent grade or injected into slopes that exceed a 12 percent grade.

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- G. The Material shall not be applied within the following isolation distances for the application methodology used at the application site:

	Application Methodology Distance in Feet	
	<u>Surface Application</u>	<u>Subsurface Injection</u>
Municipal Water Supply	2,000	2,000
Domestic Wells	800	150
Homes and Commercial Buildings	800	150
Public Roads and Property Lines	200	150
Surface Water	500	150

- H. The Material shall not be applied to an application site unless the water table is at least 30 inches below the surface of the soil at the time of application.
- I. The Material or constituents contained in the Material shall not come into direct contact with surface water, groundwater, or wetland areas as defined by the NREPA, and the administrative rules promulgated hereunder, unless approved or permitted by EGLE.
- J. The application of the Material shall not cause erosion or sedimentation to occur in violation of Part 91, Soil Erosion and Sedimentation Control, of the NREPA and the rules promulgated under Part 91.
- K. Prior to application, the Material shall not be mixed with other wastes that are not inert as defined by Part 115 of the NREPA, or the rules promulgated under Part 115, unless appropriate approvals or permits as required by state and/or federal law are obtained.
- L. Any Material that is removed, stored, transported, or land applied shall be managed in such a way so as to prevent nuisance conditions and the release of fugitive dust or visible emissions in violation of Part 55 of the NREPA, or the rules promulgated under Part 55.
- M. Comply with Section VI, Transportation of Materials, in this document.
- N. The generator of the Material shall ensure that all Material not land applied, buried, or composted in accordance with the conditions and restrictions contained herein is disposed at an appropriately licensed disposal facility in accordance with the conditions of Section I.
- O. Except as provided below, land application of Material shall not occur after December 21 or before March 21.
- P. A facility that needs to apply at times prohibited by Item O. because of inadequate storage for winter, equipment failure, or unavailable alternate disposal options may do so in accordance with the following:
1. The generator shall notify the MMD, in writing, 21 days in advance of the need to land apply anytime from December 21 to March 21. The

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notification shall include, at a minimum, an explanation of the need to land apply, the maximum volume of the Material intended to be applied, and justification for that volume, a mass balance for the proposed application period, and an explanation of how existing storage will be utilized to the maximum extent possible in order to minimize the volume of Material to be winter applied. The generator shall also submit a plan describing the actions that will be taken to ensure that land application will not be needed for subsequent winters. The MMD will provide timely review of the notification and will approve or deny the request verbally, followed in writing.

2. All Material that is winter applied shall be subsurface injected, such that no Material is present on the land surface or in the injection furrow in contact with ambient air. The Material must be completely covered by soil in the injection furrow to minimize odors related to the Material, to reduce the potential for vector attraction, and to eliminate the possibility of off-site movement of the Material via surface runoff.
  3. The slope of winter application sites shall not exceed six percent. All injection applications shall occur perpendicular to the slope to minimize rill erosion in the ejection furrows from melt waters and precipitation events.
  4. Soil frost shall not exceed three inches in depth.
  5. Winter application of the material shall be in compliance with Part 31, of the NREPA.
- Q. For each application site, the owner/operator of a site shall submit the information included in the Site Identification Form (SIF) as contained in Attachment 2. The completed SIF shall be received by the MMD at least three weeks prior to winter application, unless the MMD approves an alternate timeframe due to unforeseen circumstances. At the end of the three-week period, if the MMD has not identified the reasons that a site should not be used, the site may be used by the facility for winter application.
- R. The generator of the Material shall maintain records on the amount of the Material applied at each application site, site identification, and property description of each application site used. The generator of the Material shall maintain all records for five years after the Material was last applied and shall make them available for review by the Director of EGLE, or his/her authorized representative, upon request.

V. Composting of Fish Wastes

- A. The generator of the Material shall ensure that all Material not land applied, buried, or composted in accordance with the conditions and restrictions contained herein is disposed at an appropriately licensed disposal facility in accordance with the conditions of Section I in this document.

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- B. The Material shall be separated from other solid waste and maintained separately until used to produce compost.
- C. The Material shall be managed as a product or resource in a manner that does not violate Part 31 or Part 55 of the NREPA during composting, storage, or use.
- D. Composting shall be performed in a manner that prevents standing water and the attraction, harborage, or production of insects, rodents, or other vectors.
- E. The operator of the composting facility shall notify the Director of EGLE of the location of the composting operation and the type and amount of Material to be composted.
- F. The compost facility shall be properly sloped and graded to efficiently handle storm water.
- G. Nothing in this approval shall be construed to prevent the need for a facility operating pursuant to this approval to comply with local zoning requirements.
- H. The Material shall be incorporated into the compost pile immediately.
- I. The carbon-to-nitrogen ratio of the compost pile shall be maintained between 20 to 1 and 40 to 1.
- J. The windrow or pile edges and/or any processing or staging area of the composting facility shall meet the following location standards, unless alternate criteria are approved by the Director of EGLE:
  - 1. Not placed in a wetland.
  - 2. Not placed in a floodplain.
  - 3. Placed in compliance with one of the following:
    - a. at least four feet above groundwater level;
    - b. on a liner or pad meeting the requirements of R 299.4130; or
    - c. in another manner approved by the Director.
  - 4. Placed at least 50 feet from adjacent property lines or surface water.
  - 5. Placed at least 200 feet from a residential drinking water well.
  - 6. Placed at least 2,000 feet from a Type I or Type IIa water supply well.
  - 7. Placed at least 800 feet from a Type IIb or Type III water supply well.
  - 8. Placed at least 500 feet from a licensed day care center or other receptors likely to be sensitive to any odors generated during composting.

- K. Comply with Section VI, Transportation of Materials, in this document. The Material shall be covered so as to prevent loss to the environment during transport and delivery to application sites.

VI. Transportation of Material

The transportation of Material must meet all of the following conditions.

- A. All vehicles used in the transportation of the Material shall comply with the Michigan Vehicle Code, 1949 PA 300, as amended (MVC), and the rules promulgated under MVC.
- B. The vehicle must be designed and loaded to avoid spillage of waste. All openings must be closed and doors or covers must be secured by an adequate latch or restraining mechanism to keep them closed while transporting solid waste that may blow or fall off the vehicle.
- C. The hauler must maintain a record during transportation of what the Material is, where it is from, how much is on the truck, and where it is being taken for disposal. The transporter must provide a copy of the record to the generator and both the generator and the transporter must keep the record at least 5 years from the date of shipment. The record must satisfy the manifest and recordkeeping requirements under Part 121, as applicable.
- D. No vehicle shall be parked in a residential area longer than necessary to collect the Material, unless it is parked more than 500 feet from adjacent residences. The unit must not be parked, stored, or established at any location where it can cause a hazard to health or at any residentially zoned location to cause a nuisance.
- E. Any spillage must be picked up as soon as possible and the area cleaned.
- F. If the Material contains free liquids, as demonstrated by the paint filter test, it must be transported in compliance with one of the following:
  - 1. By a vehicle licensed under Part 121 of the NREPA, if the Material is being managed under Sections I, II, III, IV, and V. This requires both the generating facility and transporter to obtain a site identification number and to follow the manifest requirements. A municipally owned vehicle used to transport the Material is not required to be permitted and registered.
  - 2. By a vehicle licensed under Part 117, of the NREPA, if the Material is being disposed under Sections I or II above.
  - 3. By a vehicle licensed under Part 117, of the NREPA, if the Material is being managed under Sections III, IV, or V, provided the following conditions are met:
    - a. The Material may not be buried, or land applied upon a Part 117 of the NREPA, licensed land disposal site.

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- b. Only a dedicated vehicle or one that has been decontaminated of human pathogens by lime stabilization between loads of the Material and other wastes. This requires that the pH of the material must be maintained above 12 for a minimum of 30 minutes.
- G. If the Material does not contain free liquids (i.e. passes the paint filter test), the transporter must meet the requirements for solid waste transportation per Part 6 of the solid waste management act administrative rules and any applicable local requirements for permits or registration for solid waste transportation (EGLE does not license solid waste transporters).


VII. Approval Withdrawal

This approval shall immediately become void for any of the following reasons:

- A. The generator, transporter or receiving (disposal) facility of the Material does not comply with the conditions of this approval.
- B. Additional information demonstrates that the Material is not appropriate for agricultural or silvicultural use.
- C. Additional information demonstrates that the Material is causing environmental contamination.
- D. New state or federal regulations are promulgated that would cause this approval to be invalid.

Violation of the conditions of this approval is subject to enforcement provisions of Part 31, Part 55, Part 91, Part 115, Part 117, Part 121 of the NREPA; Act 138; and Act 93 or other applicable state and federal laws/statutes.

STATE OF MICHIGAN  
Department of Environmental Quality

By:   
Rhonda S. Oyer, Manager  
Solid Waste Section  
Materials Management Division

Dated: April 30, 2020

Attachments

Attachment C



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
 MATERIALS MANAGEMENT DIVISION

**AGRICULTURAL USE APPROVAL  
 SITE IDENTIFICATION FORM**

Applicable Rule: Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, and the rules promulgated pursuant to Part 115; specifically, R.299.4111 of the Part 115 administrative rules.

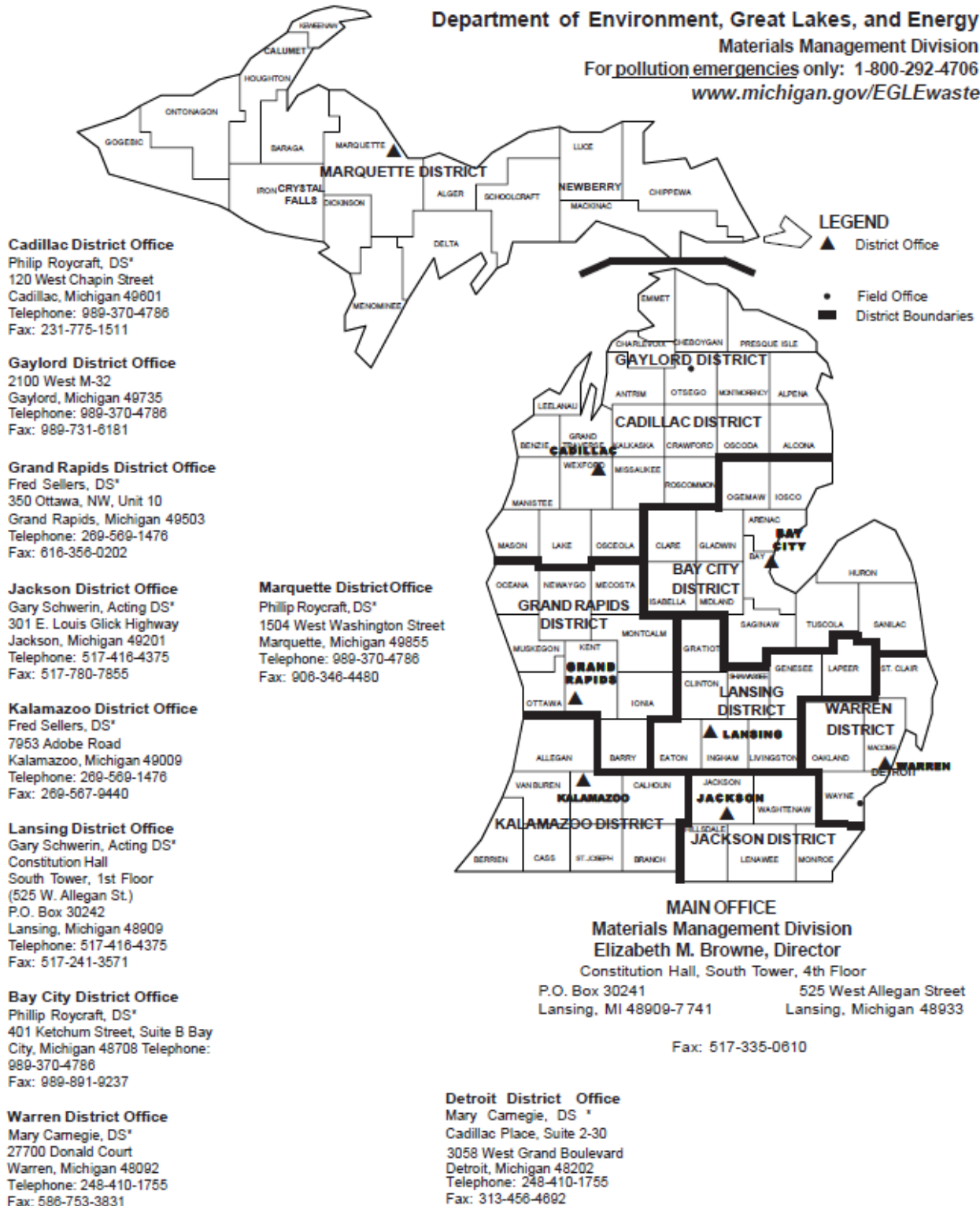
Complete the following information and provide the attachments listed below for each new site or existing site that has not had a Site Identification Form with attachments submitted to the EGLE since January 1, 2019. Please amend any previous Site Identification Forms when it becomes known that any of the information requested below has changed (i.e., new landowner).

FACILITY NAME		AGRICULTURAL USE APPROVAL NUMBER									
<b>SITE IDENTIFICATION FORM</b>											
A. Site ID (Assigned by generator)	Waste Data System ID#	Street or Route #									
B. County/Township:	County	Township									
C. State Planar Coordinates:	1/4	1/4	Section    Town    Range								
D. Lat/Long (5 numbers past decimal point):	Latitude	Longitude	Method Used (i.e., GPS, topo)								
E. Site Ownership	Name of Owner		Phone								
	Street or P.O. Box										
	City or Town		State    Zip								
	A written agreement from the owner to land apply is required. Do you have one? <input type="checkbox"/> Yes <input type="checkbox"/> No. One will be obtained.		Describe how to find the site.  Will the site be used for winter application? <input type="checkbox"/> Yes <input type="checkbox"/> No								
	Name of Lessee (if different)		Phone								
	Street or P.O. Box										
	City or Town		State    Zip								
F. Site Characteristics	<b>Site Type</b> <input type="checkbox"/> Agricultural <input type="checkbox"/> Forest <input type="checkbox"/> Reclamation Site <input type="checkbox"/> Lawn/Home Garden	<b>Soils information</b> Date of last soils analysis _____ *Phosphorous _____ units _____ Potassium _____ units _____ pH _____    Soil type(s) _____ <small>*300 lb/ac Bray P1 maximum</small>									
	<b>Expected crops/vegetation to be grown</b> <table border="1"> <tr> <td>Crop/Vegetation</td> <td>Nitrogen Requirement</td> </tr> <tr> <td>_____</td> <td>_____ lbs. N/acre</td> </tr> <tr> <td>_____</td> <td>_____ lbs. N/acre</td> </tr> <tr> <td>_____</td> <td>_____ lbs. N/acre</td> </tr> </table>			Crop/Vegetation	Nitrogen Requirement	_____	_____ lbs. N/acre	_____	_____ lbs. N/acre	_____	_____ lbs. N/acre
Crop/Vegetation	Nitrogen Requirement										
_____	_____ lbs. N/acre										
_____	_____ lbs. N/acre										
_____	_____ lbs. N/acre										
	<b>Total acreage of site</b> _____ <b>Acreage allowed for land application</b> _____ <small>(Total acreage minus any setback for property lines, homes, water bodies, etc.)</small>		<b>Percent slope</b> Highest percent slope of the site? <input type="checkbox"/> 0-6% <input type="checkbox"/> 6-12% <input type="checkbox"/> *Higher (Requires an approved site reclamation plan)								
	<b>Application Rate</b> _____ <input type="checkbox"/> gal/acre <input type="checkbox"/> ton/acre <b>Application Method</b> <input type="checkbox"/> Surface Spreading <input type="checkbox"/> Subsurface Injection		<b>if agricultural, is the site tilled?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA								
<p>On an attached sheet provide a copy of the following:</p> <ul style="list-style-type: none"> <li>A Farm Services Agency map (formerly ASCS) of the proposed application site with property boundaries, setback distance for application, surface waters, and discharge location of field tiles when present.</li> <li>A copy of the soil test analysis that is no older than 2 years old at the time of land application.</li> <li>A copy of the plat map (or other map showing property dimensions) with the proposed land application site highlighted.</li> <li>A soil survey map with the land application site identified.</li> </ul>											

Attachment D

**DISTRICT LOCATIONS & BOUNDARIES**

Department of Environment, Great Lakes, and Energy  
 Materials Management Division  
 For pollution emergencies only: 1-800-292-4706  
 www.michigan.gov/EGLEwaste



\*DS - District Supervisor