

RESOLUTION NO. 12-2021

**A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CLINTON (CITY) AND BIO-RESOURCES APPLICATION MANAGEMENT, LLC (BRAM).**

**WHEREAS**, the City solicited bids for hauling and disposal of bio-solid materials from the City of Clinton Wastewater Treatment Plant; and

**WHEREAS**, BRAM responded with the low bid; and

**WHEREAS**, the City and BRAM desire to enter into an agreement for a period of sixty (60) months;

**NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:**

**Section 1.** The attached Master Services Agreement (Exhibit A) with Bio-Resources Application Management, LLC is approved.

**Section 2.** The Mayor is hereby authorized to execute said agreement on behalf of the City of Clinton.

Read and passed this 3<sup>rd</sup> day of August, 2021.

  
\_\_\_\_\_  
Greg Lowe, Mayor

ATTEST

  
\_\_\_\_\_  
Wendee Seaton, City Clerk



## MASTER SERVICES AGREEMENT

**THIS AGREEMENT** dated this 4th day of August, 2021, by and between the City of Clinton, (herein "City") and Bio-Resources Application Management, LLC (herein "Service Provider"),

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the City in writing, the Service Provider shall provide the City biosolid hauling and disposal from the City's waste water treatment operations for the benefit of the City as set forth in the City's Request for Bids and Scope of Work, and Service Provider's Proposal submitted by Service Provider and accepted by City, and the Service Provider shall provide the City, as applicable, with the services, reports, and other work outlined. In the event of conflict between the City's specifications and the Service Provider's approved bid, the City's specifications shall control. Service Provider agrees to provide all such services in a timely manner as established by the City, according to City directives, and as specified in the Request for Proposals, which specifications are specifically incorporated into this Agreement. Service Provider agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described or by any additional proposals provided to the Service Provider by the City or City's representative in a written proposal for services which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Service Provider work performed without a City approved written proposal. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the City. All work performed by the Service Provider, based upon City approved proposals submitted by the Service Provider, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Service Provider in writing.

Service Provider shall comply with all applicable federal and state laws and regulations, in particular with the disposal of biosolids hauled and disposed by Service Provider under this Agreement. Service Provider shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, which arise from the violation or suspected violation of any federal or state law/regulation dealing with the disposal of solid waste or biosolids. In no event, shall the City be responsible for any acts of the Service Provider which are a violation of federal or state solid waste or waste water biosolid disposal laws/regulations.

2. **Compensation** - In consideration for the Service Provider's provision of services under this agreement, the City agrees to compensate the Service Provider for services rendered in

accordance with the unit prices and reimbursement rates for expenses set forth in the proposal for the project for which compensation is sought. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Service Provider, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Service Provider's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for services already complete. City may retain five percent (5%) of any partial payment pending final completion of the contract services to correct any deficiencies in performance. The City reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The City further reserves the right to withhold payments for unperformed services or services not performed on a timely basis in accordance with the Service Provider's proposal when delays in performance of services are not attributable to the City, or as a result of a billing dispute between the City and Service Provider. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Service Provider's favor.

At the conclusion of each phase of work, if applicable, Service Provider and City will review the scope of work and deliverables set out Service Provider's Proposal to confirm Service Provider has met the defined expectations.

3. **City Responsibilities** - City agrees to furnish Service Provider with all current and available information for each project assigned to Service Provider, along with any information necessitated by changes in work or services initiated by the City which may affect services rendered hereunder. Service Provider shall notify City of all information it may require from City or other Service Providers and Service Providers of City sufficiently in advance so as to avoid delay of the work to be completed by Service Provider.

4. **Coordination of Work and Work Product** - Service Provider shall coordinate all work with the City's designated representative for each project assigned to Service Provider.

5. **Protection of Work, Property and Persons** - The Service Provider will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Service Provider will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby. The Service Provider shall comply with all pertinent

provisions of the Occupational Safety and Health Administration (OSHA), and any State Safety and Health agency requirements.

5.1. The Service Provider will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Service Provider will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection. The Service Provider will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Service Provider, any subService Provider or any person directly or indirectly employed by any of them or anyone for whose acts they may be liable.

5.2 In emergencies affecting the safety of persons or the scope of work or property, the Service Provider, without special instructions or authorization from the City, shall act to prevent threatened damage, injury or loss. The Service Provider will give the City prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

5.3 Service Provider shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Service Provider's failure, or failure of its employees, agents or Subcontractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this Agreement. Attached hereto are certifications of compliance required.

5.4 The Service Provider is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Service Provider understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of the contract causes Service Provider or any other party to be within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Service Provider shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Service Provider, of any subcontractor (meaning anyone, including but not limited to Contractors having a contract with Service Provider or a subcontract for part of the services), of anyone directly or indirectly employed by Service Provider or by any subcontractor, or of anyone for whose acts the Service Provider or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

6. **Insurance Requirements** - Service Provider shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the Service Provider's work, whether such execution be by the Service Provider, any subService Provider, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

6.1 **Workers Compensation** - Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the workmen's compensation statute, the Service Provider shall provide, and shall cause each subService Provider to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

6.2 **Bodily Injury** - Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.

6.3 **Personal Injury** - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Service Provider, or (2) by any other person.

6.4 **Third Person Bodily Injury** - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$441,130.00 per person and \$2,940,868.00 per occurrence.

6.5 **Automobile Coverage** - Claims for damages because of injuries to persons and property arising out of the operation of the following in the execution of projects:

- a) Service Provider's own automobiles and trucks,
- b) Hired automobiles and trucks, and
- c) Automobiles and trucks now owned by the Contract.

The insurance shall cover the use of the above mentioned automobiles and trucks both on and off the site of the project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

6.7 **Public Liability and Property Damage** - Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the project in the amount of at least \$441,130.00 per person and \$2,940,868.00 per occurrence.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the

commencement of any work assigned under this Agreement. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City, and shall name the City as an additional insured by endorsement.

7. **Indemnification** - Failure of Service Provider or subcontractor to obtain or maintain such insurance during this Agreement, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Service Provider's obligations to maintain such insurance coverage and Service Provider shall indemnify and hold the City and all its personnel and other contractors harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Service Provider, its agents, employees, or its subcontractor. In addition, any and all claims against the City or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Service Provider or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits act. Further, Service Provider shall hold City and its personnel and contractors harmless from any failure by Service Provider or subcontractor to complete their work in compliance with all applicable local, state and federal regulations.

8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Service Provider's proposal for services, the Service Provider shall not delegate or subcontract any work to be performed by the Service Provider under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

9. **Warranty**- Service Provider warrants that the services will be preformed with reasonable care in a diligent and competent manner.

10. **Records, Samples, Licensure and Compliance** - To the extent not otherwise transferred to the City's possession, Service Provider agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of five (5) years after this agreement expires. Service Provider will maintain, throughout this Contract, licensure with the State of Missouri which authorizes Service Provider to engage in the hauling and land application of biosolids for City. Service Provider shall at all times stay in compliance with the conditions of its license, including the keeping of records as required. Service Provider shall take no action which causes City to be in violation of the terms of its own permits.

11. **Additional Services** - No compensation shall be paid for any service rendered by the Service Provider considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Service Provider prior to such authorization by the City shall be deemed a part of basic services for work performed under a City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Service Provider shall be entitled to no additional compensation.

12. **City Authorization** -When the term City is used in this agreement, it shall mean the government of the City of Clinton, Missouri or the City of Clinton City Council, as the context requires. Authorization by the City shall mean written instruction from the City Council or the City Administrator. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City of Clinton City Council or City Administrator. In this regard, it is understood and agreed that the Service Provider shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by the City Council or City Administrator in writing. When the term City's representative is used, it shall mean the City Administrator.

13. **Period of Services and Termination** – The period of performance under this agreement shall be for a period of 60 months from the date of execution. The City may and reserves the right to terminate this agreement at any time for violations of the terms of this Contract by giving the Service Provider written notice of breach. Should Service Provider fail to correct the breach within seven days, City may terminate this Contract, or should the breach place the City in violation of its own permits with the State of Missouri, City may immediately terminate this Contract. Upon receipt of such notice, Service Provider shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. It is further agreed that if services are terminated the Service Provider shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Service Provider shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Service Provider prior to payment.

The City is obligated only to make the payments to Service Provider as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year. If no funds are appropriated or otherwise legally available to make the required payments during the next occurring fiscal year, this Agreement will be terminated at the end of the then current fiscal year.

The obligations of the City to make the payments hereunder constitute a current expense of the

City, are from year and do not constitute a mandatory payment obligation of the City in any fiscal year beyond the then current fiscal year of the City. The City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City.

The City reasonably believes that legally available funds in an amount sufficient to make all payments during each term of this Agreement can be obtained. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any subsequent fiscal year is solely within the discretion of the then current governing body of the City.

14. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Henry County, Missouri and that Henry County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

15. **Certification of Lawful Presence / Work Authorization** - Service Provider will complete the required certifications of lawful presence and, if the project is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Service Provider shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Service Provider's failure, or failure of its employees, agents or SubService Providers, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this Agreement. Attached hereto are certifications of compliance required.

16. **Nature of Relationship** - Service Provider herein is an independent contractor and shall not act as an agent for the City, nor shall Service Provider be deemed to be an employee of the City for any purposes whatsoever. The Service Provider shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.

Neither Party will use the other party's name, trademarks, service marks, logos, trade names, and/or branding without such party's prior written consent. Notwithstanding the foregoing, Service Provider may mention City's name and provide a general description of the services provided under this Agreement in Service Provider's client lists and marketing materials.

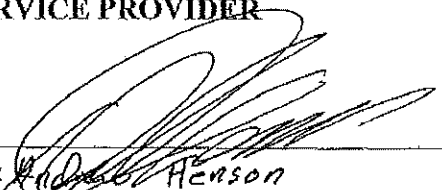
17. **Conflict of Interest** - Service Provider hereby covenants that at the time of execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest. The Service Provider further agrees that during the term of this Agreement neither the Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict. Service Provider shall complete the required Conflict of

Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.

18. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

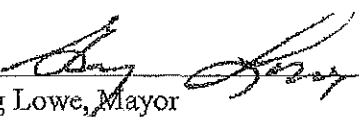
**IN WITNESS WHEREOF**, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**SERVICE PROVIDER**

  
BY: Robert Henson

DATE: 8-7-21

**CITY OF CLINTON, MISSOURI**

  
Greg Lowe, Mayor

DATE:

ATTEST:

  
Wendee Seaton, City Clerk



## NOTICE OF AWARD

TO: Bio-Resources Application Management, LLC \_\_\_\_\_

Date: August 4, 2021

Project: Disposal of Belt Filter Press Bio-Solids

The City has considered the Bid submitted by you for the above described Work in response to its Request for Bids dated July 26, 2021 and Information for Bidder.

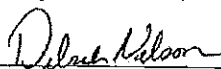
You are hereby notified that your Bid has been accepted for the contract term of 60 months in the amount of Thirty Nine Dollars and Zero cents per Ton (\$39.00/Ton).

You are required to execute the Agreement and furnish the required Certificate of Insurance and obtain a City of Clinton Business License prior to commencing work.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the City.

Dated this 4th day of August, 2021.

City of Clinton, MO

By: 

Title: Accounts Payable/Purchasing Clerk

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

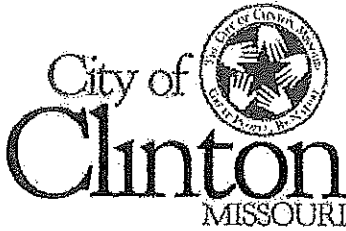
by Bio-Resources Application Mgmt, LLC

This the 4 day of August, 2021

by Andrew Henson

Title Manager / Owner

Employer Identification Number: 82-1690599



# BID FORM

BIDS DUE NO LATER THAN:

**July 26, 2021 AT 11:00 AM**

## Disposal of Belt Filter Press Bio-Solids

### SCOPE OF SERVICES:

- Provide one (1) empty container, adequate in size to accommodate a full 8-10 hours of dewatering cake, daily. Container must fit into the load out portion of the belt filter press building. Container must be sized to accommodate daily production without manipulation by on-site staff.
- Estimated annual production of 2,200 dry tons.
- Provide service to remove loaded container daily, Monday – Friday, and have empty replacement container in place by 7:00 a.m. the following day.
- Provide and install all ancillary infrastructure necessary for the delivery and removal of containers.
- Service Provider must hold a MO Dept. of Natural Resources permit for bio-solids disposal, obtain permit within thirty (30) days of the execution of the Agreement.
- Provide proof of insurance as stated in attached Agreement, 6. Insurance Requirements.
- Service Provider shall take no action which causes the City to be in violation of the terms of City of Clinton Operating Permit No. MO-0097390.
- Provide requested information for City's annual EPA / MDNR bio-solids report.
- Submission of bid indicates an intent to execute the attached Agreement, if selected.

### BID PRICE:

- 36 month contract      Cost per ton    \$ 41.00
- 60 month contract      Cost per ton    \$ 39.00

Bids should be mailed, hand-delivered, emailed or faxed to:  
 Deborah Nelson, City of Clinton, 105 E. Ohio Street, Clinton, MO 64735;  
[dnelson@cityofclintonmo.com](mailto:dnelson@cityofclintonmo.com) or 660-885-2023 (fax).

Bids submitted after the deadline will be rejected.

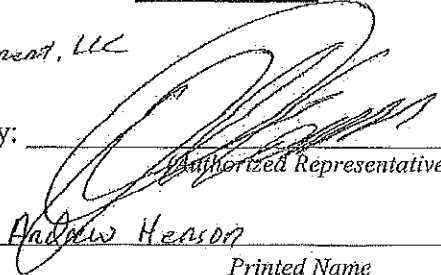
*The City of Clinton reserves the right to reject any and all bids or on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities, to negotiate contract terms and options with the successful low bidder, and to contract for the bid to other than the lowest bidder in the best interest of the City of Clinton to the extent allowable by law.*

Initials AM

SIGNATURE

Company: Bio-Resources Application Management, LLC

Phone #: 816-6660-0345

By:   
\_\_\_\_\_  
(Authorized Representative)

Email: ajhenson87@hotmail.com

Andrew Henson  
\_\_\_\_\_  
Printed Name

Date: 7-21-21



# BID FORM

BIDS DUE NO LATER THAN:

**July 26, 2021 AT 11:00 AM**

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### SCOPE OF SERVICES:

- Provide one (1) empty container, adequate in size to accommodate a full 8-10 hours of dewatering cake, daily. Container must fit into the load out portion of the belt filter press building. Container must be sized to accommodate daily production without manipulation by on-site staff.
- Estimated annual production of 2,200 dry tons.
- Provide service to remove loaded container daily, Monday – Friday, and have empty replacement container in place by 7:00 a.m. the following day.
- Provide and install all ancillary infrastructure necessary for the delivery and removal of containers.
- Service Provider must hold a MO Dept. of Natural Resources permit for bio-solids disposal, obtain permit within thirty (30) days of the execution of the Agreement.
- Provide proof of insurance as stated in attached Agreement, 6. Insurance Requirements.
- Service Provider shall take no action which causes the City to be in violation of the terms of City of Clinton Operating Permit No. MO-0097390.
- Provide requested information for City's annual EPA / MDNR bio-solids report.
- Submission of bid indicates an intent to execute the attached Agreement, if selected.

### BID PRICE:

- 36 month contract    Cost per ton    \$ \_\_\_\_\_
- 60 month contract    Cost per ton    \$ \_\_\_\_\_

Bids should be mailed, hand-delivered, emailed or faxed to:  
Deborah Nelson, City of Clinton, 105 E. Ohio Street, Clinton, MO 64735;  
[dnelson@cityofclintonmo.com](mailto:dnelson@cityofclintonmo.com) or 660-885-2023 (fax).

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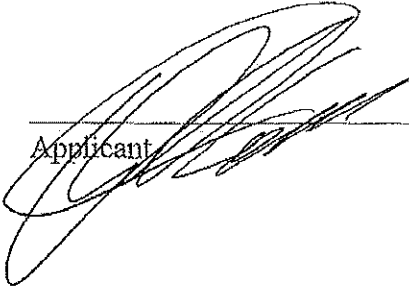
*The City of Clinton reserves the right to reject any and all bids or on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities, to negotiate contract terms and options with the successful low bidder, and to contract for the bid to other than the lowest bidder in the best interest of the City of Clinton to the extent allowable by law.*

Initials \_\_\_\_\_

### CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

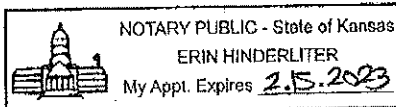
  
Applicant

8-7-21  
Date

Andrew Henson  
Printed Name

WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Johnson )  
 )SS  
State of Kansas )



My name is Andrew Henson. I am an authorized agent of Bio-Resources Application Management (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subService Providers working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

[Signature] 8-6-21  
Affiant Date  
Andrew Henson  
Printed Name

Subscribed and sworn to before me this 6th day of August, 2021.

[Signature]  
Notary Public

**CONFLICT OF INTEREST FORM**

PROJECT: Disposal of Belt Filter Press Bio-Solids

RESPONSIBLE CITY EMPLOYEE: \_\_\_\_\_

RESPONSIBLE OR SUPERVISING SERVICE PROVIDER: Bio-Resources Application Management, LLC

1. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Clinton been involved in any of the following with the City of Clinton, its employees, elected officials or any responsible consultant identified above?

	Yes	No
Sale, purchase or exchange of property	_____	<u>X</u>
Receiving or furnishing goods or services	_____	<u>X</u>
Transfer or receipt of income, assets or funds	_____	<u>X</u>
Maintenance of bank balances, book balances or other accounts for benefit of another?	_____	<u>X</u>

2. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Clinton been indebted to the City, any employee of the City or its elected officials or its responsible consultants in the last twenty-four months? If yes, explain.

No.

3. List all business transactions or relationships that you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Clinton has had with any employee of the City, its elected official or its responsible consultants in the last twenty-four months.

N/A.

4. List all gifts valued in excess of \$10.00 offered or accepted by any employee or person holding an ownership interest in the company proposing to provide goods or services to the City

