

RESOLUTION NO. 25143

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PUBLIC WORKS TO EXECUTE AMENDMENT NO. 1 WITH RECYC, LLC RELATIVE TO THE AGREEMENT FOR THE BENEFICIAL USE OF CLASS A AND/OR CLASS B BIOSOLIDS FROM MOCCASIN BEND WASTEWATER TREATMENT PLANT, IN SUBSTANTIALLY THE FORM ATTACHED HERETO, TO BE EFFECTIVE ON THE ANNIVERSARY DATE OF THE AGREEMENT, APRIL 12, 2007.

---

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Administrator of the Department of Public Works be and is hereby authorized to execute Amendment No. 1 with Recyc, LLC for the beneficial use of Class A and/or Class B biosolids from Moccasin Bend Wastewater Treatment Plant, in substantially the form attached hereto, to be effective on the anniversary date of the Agreement, April 12, 2007.

ADOPTED: June 5, 2007

/add

**AMENDMENT NO.1  
TO  
AGREEMENT  
CONTRACT SERVICES  
FOR  
BENEFICIAL USE OF CLASS A AND/OR CLASS B BIOSOLIDS  
FROM  
MOCCASIN BEND WWTP  
CITY OF CHATTANOOGA, TENNESSEE  
(04-23-07 REV. 3)**

**WHEREAS**, RECYC, LLC, (hereinafter referred to as "RECYC") and the City of Chattanooga, Tennessee (hereinafter referred to as "City"), have heretofore on or about April 12, 2005 entered in to an agreement captioned "Agreement" relative to contract services for the beneficial use of Class A and/or Class B Biosolids from the Moccasin Bend WWTP.

Now, therefore, in consideration of the premises and the mutual obligations assumed herein, the parties agree as follows:

1. **Add Section 4.2.3 Other Charges as follows:**

**"4.2.3 Other Charges**

- A. In the event that the City is operating its solids dewatering system on days that RECYC is not scheduled to land apply biosolids and requires that RECYC provide labor, fuel, and equipment to provide on site handling of the biosolids, it is agreed that the City will pay an hourly charge of Thirty and no/100 Dollars per hour (\$30.00/hour) for these services. This hourly rate shall be effective on the anniversary date of the contract. This charge shall be adjusted in accordance with the provisions in Section 4.2.1 in subsequent years of the contract.

The City will pay RECYC a lump sum of Four Thousand Six Hundred Twenty and No/100 dollars (\$4620.00) based on the hourly rate in the preceding paragraph above for services provided, properly documented, and approved by the City since July 1, 2006 upon approval of this amendment.

- B. In the event that the City requires RECYC to provide technical assistance not covered by the Scope of Services contained herein, it is agreed that the City will pay an hourly charge of Seventy-five and No/100 dollars (\$75.00/hour) for these services. Any work performed under this section shall be agreed to by the City and RECYC in writing prior to the work being performed. This charge shall be adjusted in accordance with the provisions in Section 4.2.1 in subsequent years."

The City will pay RECYC a lump sum of six hundred and no/100 dollars (\$600.00) based on the hourly rate in the preceding paragraph above for services provided, properly documented, and

approved by the City since July 1, 2006 upon approval of this amendment."

2. Replace paragraph one (1) of **Section 8. Performance Bond or Other Surety** with the following:

"RECYC agrees to provide CITY, within thirty (30) days of the Effective Date of this Amendment with a satisfactory performance bond, letter of credit, cash bond, or other financial instrument securing RECYC's performance under this Agreement in an amount equal to Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00). The initial instrument securing RECYC's performance shall be in effect for an initial term of one (1) year."

3. Replace the insurance coverage listed in paragraph 1 of **Section 9. Insurance** with the following:

"Worker's Compensation Insurance - statutory; Employee's Liability - One Hundred Thousand Dollars (\$100,000.00).  
Comprehensive General Liability Insurance - Two Million Five Hundred Thousand Dollars (\$2,500,000.00).  
Automobile Liability Insurance - Two Million Dollars (\$2,000,000.00).  
Environmental Liability Insurance - Two Million Five Hundred Thousand Dollars (\$2,500,000.00).

4. All of the above changes shall be in effect on the anniversary date of the contract April 12, 2007.

IN WITNESS WHEREOF, the parties have caused their respective names to be affixed by their duly authorized officers on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**CITY OF CHATTANOOGA, TENNESSEE**

ATTEST:

By: \_\_\_\_\_  
Steve Leach, *Administrator of Public Works*

\_\_\_\_\_  
DAISY W. MADISON, *City Finance Officer*

**RECYC, LLC**

ATTEST:

By: \_\_\_\_\_  
Ricky P. Turner, *Chief Manager*