

**Information to be included in all Legislation Modifying a Contract:**

1. **The names, contract compliance no. & expiration date, location by City/State and status of all companies (NPO, MAJ, MBE, FBE, HL1, AS1, or MBR) submitting a competitive bid or submitting an RFP or RFSQ.**

<u>Name</u>	<u>C.C. No./Exp. Date</u>	<u>City/State</u>	<u>Status</u>
A. Burch Hydro, Inc   31-0978934/ 07/14/2012   Fredericktown, OH   MAJ			
B. NEFCO   04-3220743/ 04/28/2013   North Quincy, MA   MAJ			
C. Ohio Mulch Supply, Inc.   31-1120540/ 08/02/2013   Columbus, OH   MAJ			
D. Synagro Systems, Inc  76-0612568/ 01/21/2013   Baltimore, OH   PHC			
E. WeCare Organics, LLC  16-1596900/ 04/11/2013   Jordan, NY   MAJ			

2. **What type of bidding process was used (ITB, RFP, RFSQ, Competitive Bid).**  
RFP

3. **List the ranking and order of all bidders.**

1. Ohio Mulch Supply, Inc.
2. WeCare Organics, Inc.
3. Synagro Systems, Inc
4. Burch Hydro, Inc
5. NEFCO

4. **The name, address, contact name, phone number and contract number of the firm awarded the original contract.**

Ohio Mulch Supply, Inc., 4665 Westerville Road, Westerville, Ohio 43229  
Contact: Jim Weber (614) 445-4455  
CC #31-1120540  
Original Contract #EL013611

5. **A description of work performed to date as part of the contract and a full description of work to be performed during any future phasing of the contract.**

This contract is for the continuation of the Deep Row Hybrid Poplar (DRHP) program on the 1,012 acre New Lexington Tree Farm, LLC, located in Perry Township, Perry County, Ohio, and owned by Ohio Mulch Supply, Inc. This contract was initiated January 2, 2013. This contract authorized Ohio Mulch Supply, Inc. to remove an estimated 30,000 wet tons of biosolids annually from the DOSD's Wastewater Treatment Facilities (WWTFs) and reuse the biosolids in their DRHP program. All biosolids removed from the WWTFs will be Class B dewatered biosolids originating from both Southerly and Jackson Pike Wastewater Treatment Plants. The biosolids will be utilized as a nitrogen source to grow hybrid poplar trees which will later be harvested for mulch. In addition, the biosolids will add valuable organic material to the old abandoned mine site that is now repurposed as the New Lexington Tree Farm. Approximately 30 acres will be utilized per year at the New Lexington Tree Farm site with trees being harvested every 6 to 8 years.

All documents, records, procedures and other services shall conform fully to formats and standards as delineated by the City, and Schedules to this Agreement. The City may require changes to such formats and standards from time to time, and the Consultant shall then speedily comply with such changes. The City may engage other entities to provide professional services to the Project as well as the Consultant and the Consultant shall cooperate fully with such entities, and shall observe all hierarchies, reporting procedures, lines of authority, etc., as are stipulated by the City. The City may request that the consultant provide training, on an as needed basis, for any DPU facility.

**6. An updated contract timeline to contract completion.**

The contract started on January 2, 2013 and should conclude in either 2018 or 2023. The terms for the award contract and modifications 1 and 2 are as follows:

1. Award contract was for approximately 6 months at \$35 per wet ton and authorized Ohio Mulch Supply, Inc. to remove up to 15,000 wet tons of Class B biosolids.
2. Modification No. 1 extended the contract an additional 12 months at \$35 per wet ton and authorized Ohio Mulch Supply, Inc. to remove up to 30,000 wet tons of Class B biosolids.
3. Modification No. 2 extended the contract an additional 12 months at \$35 per wet ton and authorized Ohio Mulch, Inc. to remove up to 30,000 wet tons of Class B biosolids.

At the end of contract modification No. 2, 30 months would have elapsed from the contract and the DOSD and Ohio Mulch Supply, Inc. were to choose to continue this contract by modification(s) according to Plan-A or Plan-B as follows:

Plan-A: accounting for the award contract and all modifications, the Plan-A total contract duration is 5 years:

4. Modification No. 3 will extend the contract 18 months at \$35 per wet ton and authorizes Ohio Mulch Supply, Inc. to remove up to 45,000 wet tons of Class B biosolids.
5. Modification No. 4 will be the final modification for Plan-A and it will extend the contract 12 months at \$35 per wet ton and authorizes Ohio Mulch Supply, Inc. to remove up to 30,000 wet tons of Class B biosolids

Plan-B: accounting for the award contract and all modifications, the Plan-B total contract duration is 10 years:

4. Modification No. 3 will extend the contract 18 months at \$28 per wet ton and authorizes Ohio Mulch Supply, Inc. to remove up to 45,000 wet tons of Class B biosolids.
5. Modification No. 4 will extend the contract 12 months at \$28 per wet ton and authorizes Ohio Mulch Supply, Inc. to remove up to 30,000 wet tons of Class B biosolids.
6. Modification No. 5 will extend the contract 12 months at \$28 per wet ton and authorizes Ohio Mulch Supply, Inc. to remove up to 30,000 wet tons of Class B biosolids.
7. Modification No. 6 will extend the contract 12 months at \$28 per wet ton and authorizes Ohio Mulch Supply, Inc. to remove up to 30,000 wet tons of Class B biosolids.
8. Modification No. 7 will extend the contract 12 months at \$28 per wet ton and authorizes Ohio Mulch Supply, Inc. to remove up to 30,000 wet tons of Class B biosolids.
9. Modification No. 8 will extend the contract 12 months at \$28 per wet ton and authorizes Ohio Mulch Supply, Inc. to remove up to 30,000 wet tons of Class B biosolids.
10. Final Modification No. 9 will extend the contract 12 months at \$28 per wet ton and authorizes Ohio Mulch Supply, Inc. to remove up to 30,000 wet tons of Class B biosolids.

Due to unexpected transportation and operational costs associated with the project a New Plan-C has been agreed upon between the City of Columbus and Ohio Mulch Supply, Inc.

New Plan-C: accounting for the award contract and all modifications, the Plan-C total contract duration is 10 years:

4. Modification No. 3 will extend the contract 12 months at \$40 per wet ton up to 30,000 wet tons and \$35 per wet ton for volumes of 30,001 or more wet tons of Class B biosolids.
5. Modification No. 4 will extend the contract 12 months at \$40 per wet ton up to 30,000 wet tons and \$35 per wet ton for volumes of 30,001 or more wet tons of Class B biosolids.
6. Modification No. 5 will extend the contract 12 months at \$40 per wet ton up to 30,000 wet tons and \$35 per wet ton for volumes of 30,001 or more wet tons of Class B biosolids.
7. Modification No. 6 will extend the contract 12 months at \$40 per wet ton up to 30,000 wet tons and \$35 per wet ton for volumes of 30,001 or more wet tons of Class B biosolids.

8. Modification No. 7 will extend the contract 12 months at \$40 per wet ton up to 30,000 wet tons and \$35 per wet ton for volumes of 30,001 or more wet tons of Class B biosolids.
9. Modification No. 8 will extend the contract 12 months at \$40 per wet ton up to 30,000 wet tons and \$35 per wet ton for volumes of 30,001 or more wet tons of Class B biosolids.
10. Final Modification No. 9 will extend the contract 18 months at \$40 per wet ton up to 30,000 wet tons and \$35 per wet ton for volumes of 30,001 or more wet tons of Class B biosolids.

**7. A narrative discussing the economic impacts or economic advantages of the project; community outreach or input in the development of the project; and any environmental factors or advantages of the project.**

The economic impact of this project is competitive with other biosolids disposal/reuse processes currently in use at the Wastewater Treatment Facilities. The DRHP program has been a successful silvicultural method used in Maryland since 1983 and has been providing a beneficial reuse alternative for the City since January 2013. The New Lexington Tree Farm site is an old coal mining site that was abandoned prior to the Surface Mining Control and Reclamation Act. The DRHP program will continue to offer: a renewable and sustainable wood source; organic material introduced into the soil will increase the soil characteristics such as fertility, water holding capacity, increased water infiltration, reduce soil surface crusting and soil compaction; and reduce the potential of soil erosion. Lastly, the DRHP will continue to offer diversity to the City's Biosolids Management Program.

**8. A description of any and all modifications to date including the amounts of each modification and the Contract Number associated with any modification to date. (List each modification separately.)**

Award Contract for 6 months = \$ 525,000.00 (EL013611)

Modification #1 for 12 months = \$1,050,000.00 (EL014792)

Modification #2 for 12 months = \$1,050,000.00 (EL016259)

New Plan-C Modification #3 for 12 months = \$1,375,000.00 (EL016826)

New Plan-C Modification #4 for 12 months = \$1,375,000.00 (PO018915)

New Plan-C Modification #5 for 12 months = \$1,375,000.00

New Plan-C Modification #6 for 12 months = \$1,550,000.00

New Plan-C Modification #7 for 12 months = \$1,550,000.00 (This ordinance)

New Plan-C Modification #8 for 12 months = \$1,550,000.00

New Plan-C Modification #9 for 18 months = \$2,062,500.00 end of Plan-C

**9. A full description of the work to be performed as part of the proposed contract modification. (Indicating the work to be a logical extension of the contract is not sufficient explanation.)**

Contract Modification #3-Plan-C provided a rate increase to \$40/wet ton for 0-30,000 wet tons annually and a reduced rate of \$35/wet ton for volumes of 30,001 or more wet tons per year. This represented a modification of the existing contract due to pricing not being sufficient to fund the operations as bid under the original contract terms. Additionally, to provide reliable and consistent hauling of biosolids, Ohio Mulch Supply, Inc. was required to construct a biosolids storage facility at the NLTF capable of storing 1,000 wet tons of biosolids by January 1, 2016. Although the structure was not complete as of that date, it has since been completed. Funding under modification #7 will be through July 1, 2020.

**10. If the contract modification was not anticipated and explained in the original contract legislation a full explanation as to the reasons the work could not have been anticipated is required. (Changed or field conditions is not sufficient explanation. Describe in full the changed conditions that require modification of the contract scope and amount.)**

A contract modification was anticipated. However, the contract modification Plan-C was a change from what was originally anticipated. Pricing under the proposed modification was \$40/wet ton for 0-30,000 wet tons per year and \$35/wet ton for volumes of 30,001 or more wet tons per year. This price increase under Modification No. 3 was due to unexpected transportation and operational costs

associated with the project. See attached pricing recommendation letter from Ohio Mulch Supply, Inc. dated January 21, 2015.

This legislation for modification No. 7 is to encumber the funds budgeted for fiscal year 2019 for the Division of Sewerage and Drainage, and prices are remaining the same as those of modification No. 3.

**11. An explanation of why the work to be performed as part of the contract modification cannot be bid out. (Indicating the work to be a logical extension of the contract is not sufficient explanation.)**

The contract modification is a specified part of the original contract.

**12. A cost summary to include the original contract amount, the cost of each modification to date (list each modification separately), the cost of the modification being requested in the legislation, the estimated cost of any future known modifications and a total estimate of the contract cost.**

Award Contract for 6 months = \$ 525,000.00 (EL013611)  
Modification #1 for 12 months = \$1,050,000.00 (EL014792)  
Modification #2 for 12 months = \$1,050,000.00 (EL016259)

New Plan-C Modification #3 for 12 months = \$1,375,000.00 (EL016826)  
New Plan-C Modification #4 for 12 months = \$1,375,000.00 (PO018915)  
New Plan-C Modification #5 for 12 months = \$1,375,000.00  
New Plan-C Modification #6 for 12 months = \$1,550,000.00  
New Plan-C Modification #7 for 12 months = \$1,550,000.00 (This ordinance)  
New Plan-C Modification #8 for 12 months = \$1,550,000.00  
New Plan-C Modification #9 for 18 months = \$2,062,500.00

**13. An explanation of how the cost of the modification was determined.**

The cost of the modification was negotiated as part of the contract extension. See attached pricing recommendation letter from Ohio Mulch Supply, Inc. dated January 21, 2015.

**14. Sub-Consultants identified to work on this contract, their contract compliance no. & expiration date, and their status (NPO, MAJ, MBE, FBE, HL1, AS1, or MBR):**

<u>Name</u>	<u>C.C. No./Exp. Date</u>	<u>Status</u>
A. Intrinsic Services, LLC	45-4850292 / 06/05/2019	MAJ

**15. Scope of work for each subcontractor and their estimate of dollar value to be paid.**

A. Intrinsic Services, LLC: Technical Consultant; approx. \$112,000.00.

Note: The Contract should be considered to include any and all work that is anticipated to be awarded to the company awarded the original contract throughout the contract/project timeline. This includes the original contract and any and all future anticipated modifications to the contract to complete the contract/project.