

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 operation of the Deep Row Hybrid Poplar (DRHP) program on the 1,012-acre New Lexington Tree Farm in Perry Township, Perry County, Ohio, owned by Ohio Mulch Supply, Inc. This contract was initiated January 2, 2013 and authorized Ohio Mulch Supply, Inc. to remove an estimated 30,000 wet tons of biosolids annually from DOSD's Wastewater Treatment Facilities (WWTF) and reuse the biosolids in the DRHP program. The biosolids originate from the city's two wastewater treatment plants (WWTP) at Jackson Pike and Southerly. All biosolids removed from the WWTFs under the program are Class B dewatered biosolids, which are produced from the stabilization of primary and secondary wastewater solids that have been digested to meet strict Ohio Environmental Protection Agency (OEPA) volatile solids and disease vector reduction requirements. The biosolids are utilized as a nitrogen source to grow hybrid poplar trees, which are later harvested for mulch. Additionally, the biosolids add valuable organic material to the old abandoned mine site that is now repurposed as the New Lexington Tree Farm. Ohio Mulch utilizes approximately 30 acres per year at the tree farm site, with trees harvested every 6 to 8 years.

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

The contract started on January 2, 2013 and included two continuation options, which would result in its conclusion 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 had elapsed from the beginning of the contract and DOSD and Ohio Mulch Supply, Inc. were to choose to continue the 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 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 was 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.

Unexpected issues in the bidding process and getting a replacement contract in place resulted in two unplanned modifications.

11. Unplanned Modification No. 10 extended the contract six months at the same price terms as Modification No. 9.

12. Unplanned Modification No. 11 will add \$200,000.00 in funding under the same pricing and terms to cover removal and hauling of biosolids for the contract's additional six months.

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 effect of this project is competitive with other biosolids disposal and reuse processes currently in use at the wastewater treatment plants. 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 of 1977. The DRHP program will continue to offer a renewable and sustainable wood source and organic material that, when introduced into the soil, will increase the soil's fertility, water holding capacity, and water infiltration. In tandem, the program will reduce soil surface crusting, compaction, and 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 (PO079896)

New Plan-C Modification #6 for 12 months = \$1,550,000.00 (PO113346)

New Plan-C Modification #7 for 12 months = \$1,550,000.00 (PO188556)

New Plan-C Modification #8 for 12 months = \$1,550,000.00 (PO235303)

New Plan-C Modification #9 for 18 months = \$1,550,000.00 end of Plan-C (PO289196)

Unplanned Modification #10 for six months = \$0

Unplanned Modification #11 (funding only) = \$200,000.00 (Pending)

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.

This modification #11 was unplanned due to unforeseen issues in advertising new bids and getting a replacement contract in place. Work under this modification is a continuation of work under the prior modifications. It adds funding to the contract that was previously extended through June 30, 2023 under the same price terms.

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.)

Contract modifications were anticipated; however, the specific Plan-C modification represented a change from the two original proposed modification options. The initial proposed modification terms were insufficient to cover Ohio Mulch's operational and transportation costs. As such, pricing under Plan-C marked an increase to \$40/wet ton for 0-30,000 wet tons per year and \$35/wet ton for volumes exceeding that amount.

Modification No. 9 encumbered the funds budgeted for fiscal year 2021 for the Division of Sewerage and Drainage, and included price increases to \$46.97 per wet ton for 0-30,000 wet tons annually, and for volumes of 30,001 or more wet tons annually, \$41.10 per wet ton.

Modification #10 was an unplanned time extension due to unforeseen issues in advertising new bids. It extended the contract through June 30, 2023 under the same price terms. At the time of modification #10, it was a thought a replacement contract would be in place shortly thereafter, hence the lack of funds on that modification. There have been additional delays with the bidding process and thus delays getting the replacement contract in place. The added funds are to ensure no lapse of services.

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.)

Modification #11 adds funding due to delays in the bidding process and thus delays in the start of an anticipated replacement contract. A new bid is in the works.

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 (PO079896)
New Plan-C Modification #6 for 12 months = \$1,550,000.00 (PO113346)
New Plan-C Modification #7 for 12 months = \$1,550,000.00 (PO188556)
New Plan-C Modification #8 for 12 months = \$1,550,000.00 (PO235303)
New Plan-C Modification #9 for 18 months = \$1,550,000.00 (PO289196)
Unplanned Modification #10 for six months = \$0
Unplanned Modification #11 (funding only) = \$200,000.00 (Pending)

Total Estimated Contract Cost: = \$13,150,000.00

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

Modification #11 utilizes the same pricing terms as modifications 10 and 9. The additional funding amount was determined based on the estimated funds needed until the expected, but delayed, replacement contract is in place. Utilization and transportation of the biosolids are somewhat weather dependent.

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>D365 Vendor #/C.C. No./Exp. Date</u>	<u>Status</u>
A. Intrinsic Services, LLC	008387 / 45-4850292 / 06/26/2022	MAJ

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

A. Intrinsic Services, LLC: Technical Consultant; approx. \$126,325.00.

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.