

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 RFSO.**

<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, 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, RFSO, Competitive Bid).**
RFP

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

1. Ohio Mulch, 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, Inc., 4665 Westerville Road, Westerville, Ohio 43229
Contact: Jim Weber (614) 445-4455

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 implementation 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. This contract will authorize Ohio Mulch to remove up to 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 biosolids, with the majority of biosolids originating from the Southerly Wastewater Treatment Plant and with a smaller fraction of the biosolids originating from the Jackson Pike Wastewater Treatment Plant. The biosolids will be utilized as a nitrogen source to grow hybrid poplar trees which will be later 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 is for approximately 6 months at \$35 per wet ton and authorizes Ohio Mulch, Inc. to remove up to 15,000 wet tons of Class B biosolids.
2. Modification 1 will extend the contract an additional 12 months at \$35 per wet ton and authorizes Ohio Mulch, Inc. to remove up to 30,000 wet tons of Class B biosolids.
3. Modification 2 will extend the contract an additional 12 months at \$35 per wet ton and authorizes Ohio Mulch, Inc. to remove up to 30,000 wet tons of Class B biosolids.

At the end of contract modification 2, 30 months will have elapsed from the contract and the DOSD and Ohio Mulch must 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 3 will extend the contract 18 months at \$35 per wet ton and authorizes Ohio Mulch, Inc. to remove up to 45,000 wet tons of Class B biosolids.
5. Modification 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, 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 3 will extend the contract 18 months at \$28 per wet ton and authorizes Ohio Mulch, Inc. to remove up to 45,000 wet tons of Class B biosolids.
5. Modification 4 will extend the contract 12 months at \$28 per wet ton and authorizes Ohio Mulch, Inc. to remove up to 30,000 wet tons of Class B biosolids.
6. Modification 5 will extend the contract 12 months at \$28 per wet ton and authorizes Ohio Mulch, Inc. to remove up to 30,000 wet tons of Class B biosolids.
7. Modification 6 will extend the contract 12 months at \$28 per wet ton and authorizes Ohio Mulch, Inc. to remove up to 30,000 wet tons of Class B biosolids.
8. Modification 7 will extend the contract 12 months at \$28 per wet ton and authorizes Ohio Mulch, Inc. to remove up to 30,000 wet tons of Class B biosolids.
9. Modification 8 will extend the contract 12 months at \$28 per wet ton and authorizes Ohio Mulch, Inc. to remove up to 30,000 wet tons of Class B biosolids.
10. Final Modification 9 will extend the contract 12 months at \$28 per wet ton and authorizes Ohio Mulch, Inc. to remove up to 30,000 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 may offer a 20% decrease in price at the 30-month point of the contract. The DRHP program has been a successful silvicultural method used in Maryland since 1983. 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 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 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 (Pending)

Modification 2 for 12 months = \$1,050,000.00

Plan-A Modification 3 for 18 months = \$1,575,000.00

Plan-A Modification 4 for 12 months = \$1,050,000.00 end of Plan-A

Plan-B Modification 3 for 18 months = \$1,260,000.00

Plan-B Modification 4 for 12 months = \$840,000.00

Plan-B Modification 5 for 12 months = \$840,000.00

Plan-B Modification 6 for 12 months = \$840,000.00

Plan-B Modification 7 for 12 months = \$840,000.00

Plan-B Modification 8 for 12 months = \$840,000.00

Plan-B Modification 9 for 12 months = \$840,000.00

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 1 provides funding for the second 12 months of the original contract.

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.)

The contract modification was anticipated.

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

Modification 1 for 12 months = \$1,050,000.00

Modification 2 for 12 months = \$1,050,000.00

Plan-A Modification 3 for 18 months = \$1,575,000.00

Plan-A Modification 4 for 12 months = \$1,050,000.00 end of Plan-A

Plan-B Modification 3 for 18 months = \$1,260,000.00
Plan-B Modification 4 for 12 months = \$840,000.00
Plan-B Modification 5 for 12 months = \$840,000.00
Plan-B Modification 6 for 12 months = \$840,000.00
Plan-B Modification 7 for 12 months = \$840,000.00
Plan-B Modification 8 for 12 months = \$840,000.00
Plan-B Modification 9 for 12 months = \$840,000.00

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

The cost of the modification was negotiated as part of the original contract.

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. Material Matters, Inc 23-2910901 / 05/25/2014 Elizabethtown, PA MAJ		
B. Intrinsic Services, LLC 45-4850292 / 09/14/2014 Saint Paris, OH MAJ		

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

- A. Material Matters, Inc: Obtain regulatory permits, planning, record keeping; approx \$40,000
- B. Intrinsic Services, LLC: Technical Consultant; approx. \$50,000.00.

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.