

File ID: 2026-01071

6/16/2026

[Contract Supplement] with Sure-Close, Inc. for Kitchen Countertop Food Waste Containers Procurement

File ID: 2026-01071

Location: Citywide

Recommendation: Pass a **Motion:** 1) authorizing the City Manager or designee to execute Supplemental Agreement No. 4 to City Agreement No. 2022-0235 with Sure-Close, Inc. for the procurement of kitchen countertop food waste containers in an amount not-to-exceed \$42,987, for a new not-to-exceed amount of \$262,987; and 2) resetting the City Manager's or designee's authority to issue supplemental agreements for City Agreement No. 2022-0235.

Contact: Margaret Kashuba, Program Specialist, (916) 808-4806, mkashuba@cityofsacramento.org; Erin Treadwell, Commercial Waste Program Manager, (916) 808-4934, etreadwell@cityofsacramento.org; Department of Public Works

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Supplemental Agreement

Description/Analysis

Issue Detail: California State Senate Bill (SB) 1383 requires all residents separate their organic waste (food waste, food-soiled paper, and yard waste) from their garbage for diversion to reduce greenhouse gas emissions, such as methane, which are created when organic waste is disposed in landfills. Diverted organic waste can be turned into resources such as compost, mulch, clean energy, and renewable fuel.

To comply with SB 1383, the City implemented an organic waste recycling program for city residents that includes the diversion of food waste and food-soiled paper in addition to yard waste in the organic waste container (formerly called the yard waste container) in 2022. Staff issued Request for Proposals (RFP) #P22155771004 on November 1, 2021, for the procurement of kitchen countertop food waste pails in order to assist residents in separating their food waste. Sure-Close, Inc. was the successful proposer and the City entered into City Agreement No. 2022-0235 with Sure-Close, Inc.

Since 2022, the City has given away over 45,000 free kitchen food waste pails and continues to provide pails to residents at city events, through community outreach, and at multiple pick-up locations. Due to the program's popularity, the City's stock of pails has now been depleted.

This supplemental agreement would increase the not-to-exceed amount of the agreement to allow for the purchase of additional pails to restock inventory to continue offering pails to residents. The supplemental agreement would also update the Pricing Schedule by increasing the price per pail by 2% (the price varies based on the order amount) to reflect the current cost of manufacturing and transportation.

Policy Considerations: The actions in this report are in accordance with the requirement for City Council approval of all agreements/amendments of \$250,000 and above pursuant to City Code Chapter 3.56 and City Code section 3.04.020. Additionally, continuing to provide food waste pails would support the statewide SB 1383 goals of reducing the levels of food waste that is landfilled as well as support the City's Climate Action and Adaption Plan to promote and encourage organic waste recycling as required by SB 1383.

Economic Impacts: None.

Environmental Considerations: Pursuant to Section 15061(b)(3) of the CEQA Guidelines, no environmental review is required because the recommended action described in this report does not have the potential to result in a significant effect on the environment.

Sustainability: Continuing to provide residents with kitchen countertop food waste pails encourages the diversion of food waste and food soiled paper from the landfill. Organic waste collected through the City's organic waste recycling program is turned into compost which is applied at City parks and community gardens, and given away to residents, schools, urban farms, and non-profit organizations.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Staff recommends approval of the supplemental agreement to continue providing residents with free kitchen countertop food waste pails (~2 gallons) to support participation in the organic waste recycling program. The pails allow residents to conveniently collect food scraps in the kitchen and transfer them to their curbside organic waste container. The program has been well received, and the City continues to receive requests from existing residents and new residents.

Food waste collected through the program is processed into compost at local facilities and returned to the community through the City's free compost giveaway program, as well as use in City parks, urban farms, community gardens, and schools. Compost provides several environmental benefits, including reduced soil erosion, improved plant growth, enhanced soil nutrients, and increased water

retention.

Financial Considerations: Supplemental Agreement No. 4 to City Agreement No. 2022-0235 will increase the not-to-exceed amount by \$ 42,987, for a revised not-to-exceed amount of \$262,987. Sufficient funding exists in the Fiscal Year 2025/26 Department of Public Works, Recycling and Solid Waste Division Operating Budget (Solid Waste Fund, Fund 6007 and General Fund, 1001) to execute the supplemental agreement.

Local Business Enterprise (LBE): Sure-Close Inc. is not a Local Business Enterprise (LBE). The LBE Participation requirement was waived for Request for Proposals RFP # P22155771004 due to a lack of qualified vendor availability. Staff conducted extensive online research to identify vendors that produce kitchen countertop food waste pails and could not identify any local manufactures. There are fewer than three qualified local vendors that supply the materials for this solicitation. Waiving the 5% LBE requirements was necessary and in the City's best interest so the City could receive and evaluate responses from multiple vendors that manufacture the product.

Contract Routing Sheet

Payment / Performance Bond Only

General Routing Information

Department: Public Works Department 

Contract Coordinator: Margaret Kashuba Email: mkashuba@cityofsacramento.org

Effective Date: 3/18/2022 Expiration Date: 3/17/2027

Grant/Project Name: Kitchen Countertop Food Waste Containers Procurement

Other Party: Sure-Close Inc.

Original Not to Exceed Amount: \$ 197,500.00

Assessor's Parcel Number(s): _____

Project Number: _____ Bid/RFP/RFP#: P22155771004

Supplements/Addendums/Change Orders

Adjusted Amount of this Change (+/-): \$42987.00 New Not to Exceed Amount: \$262987.00

Change In Scope: No

Original Contract Number: 2022-0235 Supplement Number: 4

Council Approval

Original Meeting Date: n/a Council File ID: _____

Supplement Meeting Date: 6/16/2026 Council File ID: 2026-01071

Processing Information

- Clerk's Office to Mail for Recording
- Return to Dept for Other Party Signature
- Real Estate
- Return to Dept for Recording
- Construction Related
- Additional Originals Attached – Return to Dept.

Add notes/instructions, including any other contract or council file ID numbers related to this agreement:

Signing Authority - Department Directors up to \$100K; \$100K - \$250K City Manager or Assistant City Manager; \$250K+ Council Approval & Council Appointee or designee.

Department Review and Routing

AB 339 Review Confirmation (if needed) _____

Sign _____

Sign *Jougnal Achari* _____

Sign *Kim Treadwell* _____

Sign *John Febbo* John Febbo (Jun 3, 2026 10:43:27 PDT) _____

Sign *Matt Eierman* Matt Eierman (Jun 3, 2026 12:20:38 PDT) _____

CITY OF SACRAMENTO

**CONTRACT AMENDMENT
 CHANGE IN SCOPE AND NOT-TO-EXCEED AMOUNT**

The City of Sacramento (“City”) and Sure-Close, Inc. (“Contractor”), as parties to that certain contract designated as Contract Number 2022-0235 , including any and all prior amendments modifying the contract (the contract and all amendments are hereafter collectively referred to as the “Contract”), hereby amend the Contract as follows:

1. The Pricing Schedule set forth in Attachment 1 to Exhibit B of the Contract is amended as follows:

The Pricing Schedule for an order of pails shall be adjusted as shown below to account for increases in production and transportation costs.

<u>ORDER QUANTITY</u>	<u>PRICE/PAIL</u>
1,000	\$4.95
2,000	\$4.90
3,000	\$4.85
4,000	\$4.79
5,000	\$4.74
6,000	\$4.69
7,000	\$4.64
8,000	\$4.59
9,000	\$4.54
10,000	\$4.49
11,000	\$4.44
12,000	\$4.39
13,000	\$4.34
14,000-14,400	\$4.28

2. The maximum not-to-exceed amount that is specified in the Contract for payment of Contractor’s fees and expenses is **increased** by \$ 42,987.00 , and the Contract’s maximum not-to-exceed amount is amended as follows:

Contract’s original not-to-exceed amount:	\$ 197,500.00
Net change by previous amendments:	\$ 22,500.00
Not-to-exceed amount prior to this amendment:	\$ 220,000.00
Increase by this amendment:	\$ 42,987.00
New not-to exceed amount including all amendments:	\$ 262,987.00

3. Contractor agrees that the amount specified in section 2 above shall fully compensate Contractor under the Contract, as modified by this amendment, including any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, and

CONTRACT #: | 2022-0235 |
AMENDMENT #: | 4 |
CONTRACT NAME: | Kitchen Countertop Food Waste Container Procurement |
NOT TO EXCEED AMOUNT (INCLUDING SUPPLEMENTS): | |

DATE: | 5/18/2026 |
PROJECT: | n/a |
SOLICITATION: | P22155771004 |
MOTION / DATE OR FILE ID: | 2026-01116 |

costs associated with any changes and/or delays in schedules or in the delivery of other services by Contractor.

4. Contractor warrants and represents that the person or persons executing this contract amendment on behalf of Contractor is duly authorized by Contractor to sign this amendment and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall perform as required under the Contract, as modified by this amendment.

[SIGNATURES ON FOLLOWING PAGE]

SUPPLEMENTAL CONTRACT

Approval Recommended By:

Erin Treadwell

Project Manager

Approved By:

Rod Muir

Contractor

Approved By:

Ryan Moore, Assistant City Manager
City of Sacramento

Approved As To Form By:



Michael Fry (Jun 4, 2026 12:58:34 PDT)

City Attorney

Attest:

City Clerk



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS		2. INSURED'S FULL NAME AND MAILING ADDRESS	
City of Sacramento		Ottawa Mould Craft Ltd.; Sure-Close Inc.	
C/o EXIGIS LLC, PO Box 947		2510 Don Reid Rd	
Murrieta	CA	POSTAL CODE 92564	Ottawa ON POSTAL CODE K1H 1E1

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)
Operations: Custom Plastic Injection of Non Critical Parts
City of Sacramento, its officials, employees and volunteers are added as Additional Insureds, under Commercial General Liability policy but only with respect to vicarious liability arising out of the operations of the Named Insured

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input type="checkbox"/> WAIVER OF SUBROGATION <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input type="checkbox"/> <input type="checkbox"/>	HDI Global Specialty SE By MGA Contract 01865974-14003	2025/10/31	2026/10/31	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		5,000,000
				- EACH OCCURRENCE	2,500	1,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		1,000,000
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		1,000,000
				MEDICAL PAYMENTS		25,000
				TENANTS LEGAL LIABILITY	1,000	1,000,000
				POLLUTION LIABILITY EXTENSION		
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input checked="" type="checkbox"/> HIRED AUTOMOBILES	HDI Global Specialty SE By MGA Contract 01865974-14003	2025/10/31	2026/10/31	NON-OWNED AUTOMOBILES		1,000,000
				HIRED AUTOMOBILES	2,500	75,000
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>	HDI Global Specialty SE By MGA Contract 01865974-14003	2025/10/31	2026/10/31	EACH OCCURRENCE	10,000	5,000,000
				AGGREGATE	10,000	5,000,000
OTHER LIABILITY (SPECIFY) <input type="checkbox"/>						
<input type="checkbox"/>						

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS		7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability- but only with respect to the operations of the Named Insured)	
Benson Kearley IFG Ins. Brokers Ltd.		Please see Description of Operations Box	
17705 Leslie St. Suite 101,		C/o EXIGIS LLC, PO Box 947	
Newmarket	ON	POSTAL CODE L3Y 3E3	
BROKER CLIENT ID: OTTAWAM-01		Murrieta	CA POSTAL CODE 92564

8. CERTIFICATE AUTHORIZATION

ISSUER Benson Kearley IFG Ins. Brokers Ltd.	CONTACT NUMBER(S)		
AUTHORIZED REPRESENTATIVE Michelle MacAloney, Commercial Account Manager	TYPE Phone	NO. 905-898-3815	TYPE NO.
	TYPE Fax	NO. 905-853-6127	TYPE NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE 2026/05/19	EMAIL ADDRESS certificates@bkifg.com	

BLANKET ADDITIONAL INSURED ENDORSEMENT - WHERE REQUIRED BY CONTRACT

It is agreed that **SECTION II – WHO IS AN INSURED**, is amended to include as an insured the following person or organization but only with respect to liability arising out of your ongoing operations.

SCHEDULE

Person or Organization: Any person or organization required by written contract

Except as otherwise provided in this Endorsement, all terms, provisions, and conditions of the Policy shall have full force and effect.