

ORDINANCE NO. 21-030

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE CONTRACT FOR EMERGENCY SHORELINE RESTORATION SERVICES WITH MARK HAYNES CONSTRUCTION OF NORWALK, OHIO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the west side of the Amphitheater at the Paper District Marina and the center “finger” of Shoreline Park were in dire need of shoreline protection due to continued erosion and loss of land due largely to high water levels in recent years and wave-action from the bay; and

WHEREAS, it was crucial that the shoreline restoration work be performed as soon as possible to protect the shoreline and prevent further erosion and to safeguard the City’s investments in this area; and

WHEREAS, pursuant to the Ohio Revised Code, the emergency nature of the shoreline restoration work obviated the necessity to comply with formal competitive bidding and advertising and as a result quotes were received and evaluated and the quotes from Mark Haynes Construction of Norwalk, Ohio, were determined to be the lowest and best; and

WHEREAS, the emergency work along the tip of the center “finger” at Shoreline Park consisted of shaping the embankment and tying large stone into the subgrade in combination with fabric material and smaller stone to “lock in” the larger stone and will extend about 360 linear feet; and

WHEREAS, this City Commission approved the emergency shoreline restoration work to be performed at Shoreline Park by Mark Haynes Construction of Norwalk, Ohio, by Ordinance No. 21-016, passed on February 8, 2021; and

WHEREAS, the emergency work along the west side of the Amphitheater at the Paper District Marina consisted of shaping the embankment and tying large stone into the subgrade in combination with fabric material and smaller stone to “lock in” the larger stone, extending about 170 linear feet; and

WHEREAS, this City Commission approved the emergency shoreline restoration work to be performed at the Amphitheater at the Paper District Marina by Mark Haynes Construction of Norwalk, Ohio, by Ordinance No. 21-017, passed on February 8, 2021; and

WHEREAS, the proposed First Amendment reflects the actual work performed in the field by the contractor and the actual quantities used; and

WHEREAS, the original contract with Mark Haynes Construction, Inc. was \$49,160.00 (\$30,740.00 for Shoreline Park and \$18,420.00 at the Paper District Marina) and the amended contract is \$52,613.84 (\$20,701.04 for Shoreline Park and \$31,912.80 at the Paper District Marina) for an increase of \$3,453.84 which will be paid with funds from the Parks and Recreation Capital Projects Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment to contractor in a timely manner for work already

performed and to close out the completed project; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a First Amendment to the Contract for Emergency Shoreline Restoration Services with Mark Haynes Construction, Inc., of Norwalk, Ohio, for actual costs for the emergency shoreline restoration work performed at Shoreline Park and on the west side of the Amphitheater at the Paper District Marina substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: March 8, 2021

**FIRST AMENDMENT TO CONTRACT FOR
EMERGENCY SHORELINE RESTORATION SERVICES**

This First Amendment to the Contract for Emergency Shoreline Restoration Services, herein referred to as "Contract", is made on and entered into on this _____ day of _____ 2021, between the City of Sandusky, Ohio, a Chartered Municipal Corporation of the State of Ohio, herein referred to as "City", and Mark Haynes Construction, Inc., with its principal place of business at 3130 State Route 18 E., Norwalk, Ohio, 44857, herein referred to as "Contractor".

WHEREAS, the City and Contractor entered into a Contract for emergency shoreline restoration work to be performed on the center "finger" of Shoreline Park and on the west side of the Amphitheater at the Paper District Marina on February 9, 2021;

WHEREAS, the work was completed on February 19, 2021, at a cost of \$52,613.84, reflecting the actual work performed in the field by the contractor and the actual quantities used; and

WHEREAS, the City and Contractor desire to amend Section Two (Compensation), of the Contract to compensate Contractor for actual costs;

WHEREAS, pursuant to Section Eight (Entire Agreement / Modification) of the Contract, modifications may only be made in writing upon execution by both City and Contractor; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Section Two (Compensation) of the Lease Agreement shall be amended as follows:

City shall pay Contractor for the performance of the work specified in this contract, and Contractor shall accept as full compensation for this performance, the following sum for all work, payment to be made in the manner indicated: ~~Thirty Thousand Seven Hundred Forty and 00/100 Dollars (\$30,740.00)~~ **Twenty Thousand Seven Hundred One and 04/100 Dollars (\$20,701.04)** for the emergency work at Shoreline Park and ~~Eighteen Thousand Four Hundred Twenty and 00/100 Dollars (\$18,420.00)~~ **Thirty One**

Thousand Nine Hundred Twelve and 80/100 Dollars (\$31,912.80) for the emergency work at the Paper District Marina for a total amount **not to exceed** ~~Forty Nine Thousand One Hundred Sixty and 00/100 Dollars (\$49,160.00)~~ **Fifty Two Thousand Six Hundred Thirteen and 84/100 Dollars (\$52,613.84)** to be paid thirty (30) days from receipt of invoice.

2. All other terms of Section Two (Compensation) of the Contract shall remain unchanged.
4. All other terms and provision of the original Contract shall remain unchanged and in full force and effect during the duration of the Agreement.

In witness whereof, the Contractor and the City have executed this contract form.

Date: _____

Contractor:
Mark Haynes Construction, Inc.

By: _____
(Authorized Signature)

(Print Name & Title)

Date: _____

City of Sandusky:

By: _____
Eric L. Wobser
City Manager

Approval: The legal form and correctness of the within instrument is hereby approved.

Brendan L. Heil (#0091991)
Law Director, City of Sandusky