

RESOLUTION NO. 19-2022

Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO A VENDOR AGREEMENT WITH MARK HAYNES CONSTRUCTION, INC. FOR REVETMENT SERVICES AT THE EAST END OF HURON LAKE FRONT PARK IN AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND AND 00/100 DOLLARS (\$49,000.00).

WHEREAS, the last two years' high water levels in Lake Erie have compromised the shoreline along Lake Front Park adjacent to Wall Street; and


WHEREAS, the City deems it necessary to retain the services of a contractor to perform revetment services to prevent further damage to the shoreline.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON AS FOLLOWS:


SECTION 1. That the Council of the City of Huron authorizes and directs the City Manager to accept the proposal and enter into a Vendor Agreement with Mark Haynes Construction, Inc. for the provision of revetment services at the east end of Huron Lake Front Park as further described in Exhibit "A" attached hereto, in an amount not to exceed Forty-Nine Thousand and 00/100 Dollars (\$49,000.000).

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code

SECTION 3. That this Resolution shall go into effect and be in full force and effect immediately upon its passage.



Monty Tapp, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 08 FEB 2022

VENDOR AGREEMENT

This Vendor Agreement (“Agreement”), made by and between the City of Huron, Ohio (“City”), and Mark Haynes Construction Inc., an Ohio corporation (“Company”) (with City and Company being individually referred to herein as “Party” and collectively referred to herein as “Parties”), is to EVIDENCE THAT:

WHEREAS, City has obtained a proposal from Company (“Proposal”) for certain goods and/or services to be provided to City by Company at the location(s) described in the Proposal (Huron Lake Front Park)(the “Site”), which Proposal is attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, the Parties desire to further memorialize certain duties, rights and obligations for work to be performed for the City at the Site pursuant to the Proposal.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is duly acknowledged by the parties, the Parties hereto agree as follows:

1. Subject to the provisions of Section 10 hereof, the City hereby accepts the Proposal, subject to the terms and conditions contained herein. In the event of any conflict between the terms of the Proposal and the terms of this Agreement, the terms of this Agreement shall control.
2. The City shall have the unilateral and voluntary option to revoke, terminate or modify this Agreement on forty-eight (48) hours’ notice in the event of Company’s breach of this Agreement.
3. Prior to performing the work and providing goods that are the subject of the Proposal (as applicable), Company shall comply, at Company’s sole cost and expense, with the following requirements:
 - (a) Company shall fully inspect the Site and provide all necessary safety and security-related services at the Site as determined necessary by Company, and the City shall not be obligated to provide any additional safety and security beyond ordinary police and fire protection available to citizens of the City;
 - (b) Company shall perform all necessary site preparation, stabilization, and supply all protections at the Site to ensure the Site is safe, suitable, and stable prior to, during, and after performance of Company’s work, which Site may be inspected by the City Engineer to ensure compliance with this Agreement. The City Engineer may require additional materials be added to some or all of the Site to ensure a stable Site environment with a suitable depth of stone or aggregate as directed by the City Engineer to withstand the weight of the goods being delivered and related transportation equipment;
 - (c) Company shall obtain and provide the Certificate of Insurance referenced in Section 7, below; and
 - (d) Company will ensure all transportation equipment for the goods and services provided by Company comply with all roadway load limitations and utilize ingress and egress pathways to and from the Site that comply with said load limits and as may be designated by the City.

5. Other than providing access to the Site pursuant to this Agreement, the City shall be under no obligation whatsoever to provide any assistance, services, or materials to Company for any of Company's activities arising or contemplated by the Proposal or this Agreement. In the event the City reasonably determines that assistance, services, or materials are required at the Site as a result of Company's activities at the Site, the City shall render a detailed cost statement for any and all assistance, services, or materials that the City determines is necessary to accommodate Company's activities at the Site, and Company shall pay all such costs and charges within thirty (30) days of receipt of invoice therefor. Without waiving the requirements of Company to comply with its obligations hereunder, including but not limited to Section 3 hereof, the items which shall be provided and billed when required (as determined by the City) include, but are not limited to:

- (a) The cost of materials to further improve and/or stabilize the Site (i.e., gravel, stone, etc.);
- (b) the cost of safety and health-related forces if utilized;
- (c) cost to repair, replace and/or remediate the Site and adjacent and contiguous property in the event of any damage or environmental contamination as a result of the activities of Company; and
- (d) and all other costs, fines, fees, penalties, and charges incurred by the City as a direct result of Company's breach of its obligations in this Agreement.]xx

6. The Company acknowledges and agrees that:

- (a) it has had ample time and opportunity to inspect the Site prior to submitting the Proposal to City;
- (b) the City is relying upon Company's experience in estimating and pricing matters that are the subject of the Proposal to ensure the City's needs and expectations are fully satisfied as outlined by Company in the Proposal;
- (c) The quantity of goods and the services to be provided in the Proposal (as applicable) shall fulfill the City's needs such that no additional goods or services shall be necessary to fulfill the City's expectations as to goods to be delivered to, and work to be performed at, the Site;
- (d) the pricing in the Proposal is and shall be a "guaranteed maximum price," and the amount of goods and services provided shall be adequate for the City's intended use such that no additional goods nor services (as applicable) shall be requested by Company nor required of City, and any risk associated with the inadequacy of goods provided or services performed by Company (as applicable), if any, shall be borne by Company exclusively; and
- (e) Company, at its sole cost and expense, to have the entire Site cleaned and restored to the condition it was in as immediately prior to Company's activities at the Site not later than seven (7) business days after the Company's work is completed, including removal of all site preparation and site stabilization materials, if any.

7. The Company shall defend, indemnify and hold the City harmless from any and all actual or threatened actions, causes of action, claims, damages, demands, expenses, fees, fines, liabilities, losses, penalties, judgments, and suits for bodily injury, death and all property damage (including but not limited to environmental contamination as a result of Company's acts or omissions or those

of its contractors) asserted by the City and/or any third parties, including but not limited to claims arising from acts, omissions, or reckless or wanton conduct directly or indirectly relating to any and all of Company and Company's employees, contractors, agents, and authorized representatives relating to this Agreement, with such indemnification including all costs of defense, including reasonable attorneys and expert witness fees. Company shall secure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) in the aggregate (including excess liability coverage); One Million Dollars (\$1,000,000.00) for Property Damage, which policies shall name the City as an additional insured by endorsement, and shall provide a copy of the relevant Certificate of Insurance on or before any activities are undertaken at the Site by Company. **Notwithstanding any contrary provision of this Agreement, the City's receipt of a valid and accurate Certificate of Insurance is an express condition precedent to the City permitting Company activities at the Site.**

8. Company shall furnish City with evidence that the required insurance referenced in Section 7 has been obtained on or before any activities are undertaken at the Site by Company. But for the inclusion of this Section 8, City would not have entered into this Agreement.

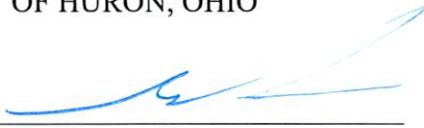
9. Company shall ensure all contractors providing transportation services maintain liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; One Hundred Thousand Dollars (\$100,000.00) Property Damage, which policies shall name the City as an additional insured and loss payee by endorsement and relevant Certificates of Insurance shall be provided to City on or before any activities are undertaken at the Site by Company.

10. Notwithstanding any contrary provision of this Agreement, this Agreement and the obligations of the Parties hereunder are expressly conditioned upon the Huron City Council approving this Agreement and authorizing its execution.

IN WITNESS WHEREOF, the Parties have set their hands to his Agreement as of the date(s) set forth below.

CITY OF HURON, OHIO

MARK HAYNES CONSTRUCTION INC.

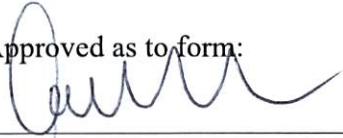
By: 
Matthew Lasko, City Manager

By: _____
Printed Name: _____
Title: _____

Date: February 9, 2022

Date: _____

Approved as to form:



Todd A. Schrader, Law Director
City of Huron

EXHIBIT A

Mark Haynes Construction, Inc.

3130 State Route 18
Norwalk, Ohio 44857
Phone (419) 663-2457 Fax (419) 663-3457
craig@markhaynesconstruction.com

Budget

DATE January 13, 2022
Quotation # 1

To:

Doug Steinwart
City of Huron

Prepared by: Craig Smith

419-656-1395
Doug.Steinwart@huronohio.us

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Huron Lake Front Park				
Revetment East End				
Labor/equipment/material to install armor stone A Rock toed in, with filter fabric	700	TON	\$70.00	\$49,000.00
			Total	\$49,000.00

Payment will be made as outlined above. My signature is my acceptance of Contract.

Authorized Signature: _____ Date: 02/09/2022

Title: City Manager

Comments or special instructions:

Scope per site meeting with Doug Steinwart. Permits if required by others. Billing will be for actual Tonnage Installed.

If you have any questions concerning this quotation please contact Craig Smith at 419-663-2457 or craig@markhaynesconstruction.com.

THANK YOU FOR YOUR BUSINESS!

Mark Haynes Construction, Inc. is an equal opportunity employer