

AN ORDINANCE NO. 25-133

Authorizing the City Manager to enter into Amendment No. 1 to the contract with OMAC Hauling, Inc. for nuisance abatement services as needed by the City, to increase the contract in an amount not to exceed \$40,000.00 for a total amount not to exceed \$90,000.00.

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WHEREAS, pursuant to Ordinance No. 24-266, the City entered into a contract for nuisance abatement services as needed by the City with OMAC Hauling, Inc.; and

WHEREAS, it is necessary to increase the contract in an amount not to exceed \$40,000.00 for a total amount not to exceed \$90,000.00, in order to continue the abatement of nuisance conditions in the City; NOW, THEREFORE:

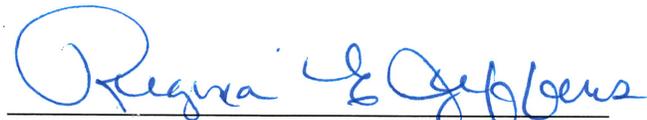
BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the City Manager is hereby authorized to enter into Amendment No. 1 to the contract with OMAC Hauling, Inc. for nuisance abatement services as needed by the City, to increase the contract in an amount not to exceed \$40,000.00 for a total amount not to exceed \$90,000.00.

Section 2. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this 6<sup>th</sup> day of May, A.D., 2025.

  
\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

  
\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

**AMENDMENT NO. 1**  
**OMAC Hauling, Inc.**

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This Amendment No. 1 is entered into by and between the City of Springfield, Ohio ("City") and OMAC Hauling Inc. ("Contractor"), and is intended to amend the original contract executed between the parties.

**RECITALS**

- a. The City and Contractor entered into contract on September 27, 2024 for nuisance abatement services, with a Not-to-Exceed (NTE) amount of \$50,000.00.
- b. The Parties now desire to amend the Agreement to increase the NTE amount by \$40,000.00.
- c. All other terms and conditions of the original Contract remain unchanged and in full force and effect.

**AGREEMENT**

**1. Amendment to Section 3 – Compensation**

The total Not-to-Exceed (NTE) amount under the Agreement is hereby increased by **Forty Thousand Dollars (\$40,000.00)**. The revised total NTE amount shall be **Ninety Thousand Dollars (\$90,000.00)**.

**2. No Other Changes**

All other provisions of the Contract, including the Contract Documents incorporated therein, remain unchanged and in full force and effect.

**SIGNATURES**

**CITY OF SPRINGFIELD, OHIO**

**OMAC HAULING INC.**

By: \_\_\_\_\_  
Bryan Heck, City Manager

By: \_\_\_\_\_  
Its Owner

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Jason T. Irick, Assistant Law Director