

1st Reading:
2nd Reading:

SPONSOR: WISBROCK

ORDINANCE NO. _____

BILL NO. 22-88

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH FIRE TECH, LLC TO REMOVE MAINTENANCE AND REPAIR SERVICES FOR THE SPRINKLER SYSTEM AT RIVERCHASE YMCA.

WHEREAS, pursuant to Ordinance 4103, the City entered into a contract with Fire Tech, LLC for annual inspections and on-call, as-needed maintenance and repair services of the City’s various sprinkler systems, including the one located at RiverChase YMCA (the “Contract”); and

WHEREAS, RiverChase YMCA would like to enter into a contract directly with Fire Tech, LLC for those services; and

WHEREAS, at the October 13, 2022 Committee Meeting, the Board of Aldermen discussed amending the Contract to remove services related to RiverChase YMCA; and

WHEREAS, the Board of Aldermen desires to and finds it in the best interest of the City to enter into such an amendment to the Contract.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FENTON, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City an amendment to the Contract with Fire Tech, LLC to remove RiverChase YMCA from the annual inspections and on-call, as needed maintenance and repair services substantially in the form of Exhibit 1, attached hereto and incorporated herein by reference.

Section 2. This ordinance shall be in full force and effect after the date of its passage and approval.

ORD. NO. _____

ORD. NO. _____

PASSED this 27th day of October, 2022.

JOE MAURATH, MAYOR

APPROVED this 27th day of October, 2022.

JOE MAURATH, MAYOR

ATTEST:

Jane Hungler, City Clerk

Motion to approve. Roll Call vote:

Ayes:

Abstain:

Nays:

Absent:

ORD. NO. _____

EXHIBIT 1

**FIRST AMENDMENT TO
CONSULTANT/SERVICES CONTRACT**

THIS FIRST AMENDMENT TO THE CONSULTANT/SERVICES CONTRACT AGREEMENT, made and effective as of October 27, 2022, by and between the **City of Fenton**, a Missouri municipal corporation, hereinafter referred to as City, and **Fire Tech, LLC** hereinafter referred to as “CONSULTANT,”

WHEREAS, pursuant to Ordinance 4103, the City entered into a contract with Fire Tech, LLC for annual inspections and on-call, as-needed maintenance and repair services of the City’s various sprinkler systems, including the one located at RiverChase YMCA (the “Contract”); and

WHEREAS, RiverChase YMCA would like to enter into a contract directly with Fire Tech, LLC for those services; and

WHEREAS, both parties desire to amend the to the Contract to remove RiverChase YMCA therefrom.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section I, Scope of Services, is hereby amended to repeal the first paragraph thereof and insert the following language in lieu thereof:

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the consultant services which are particularly described as annual inspection service for the City’s sprinkler system located at 900 Gregory Lane and 700 Rudder Road (Public Works Facility) and for on-call, as-needed maintenance and repair services as more specifically set forth in the attached **Exhibit A** incorporated herein (“Scope of Services”).

2. Exhibit A, Scope of Services, is hereby amended to remove the page entitled “A Fire Suppression Contractor” for 900 Horan Dr.

3. The parties hereby reaffirm that all other provisions of the Contract not specifically amended herein shall remain in full force and effect and shall be deemed incorporated herein and binding on the parties.

4. The Contract together with the First Amendment represents the entire agreement among the parties and Fire Tech, LLC agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in therein.

IN WITNESS WHEREOF, the parties hereto execute this First Amendment the day and year first above written.

CITY OF FENTON

By: _____
JOE MAURATH, MAYOR

Date: _____

ATTEST:

CITY CLERK

FIRE TECH, LLC

Signature: _____

By: _____

Title: _____

Date: _____