

1st Reading:
2nd Reading:

SPONSOR: MASERANG

ORDINANCE NO. ____

BILL NO. 22-94

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SUPPLEMENTAL AGREEMENT #7 WITH SC ENGINEERING, LLC D/B/A COCHRAN FOR CONSTRUCTION ADMINISTRATION, INSPECTION, AND TESTING SERVICES FOR THE RUDDER ROAD STP IMPROVEMENT PROJECT.

WHEREAS, in February of 2021, pursuant to Ordinance No. 4100, the City of Fenton entered into a contract with SC Engineering, LLC d/b/a Cochran (“Cochran”) for on-call, as-needed engineering consulting services for the City’s Public Works Department (the “City-Contractor Agreement”); and

WHEREAS, the City entered into a Surface Transportation Program – Urban Program Agreement with the Missouri Highways and Transportation Commission for Rudder Road STP Improvement Project (STP 4989(614)) (the “Project”) in June 2019 via Ordinance 3938; and

WHEREAS, as required by the Surface Transportation Program and in accordance with the Local Agency Manual, detail records and material testing are required when administering the construction phase of the Project; and

WHEREAS, Staff requested that Cochran submit a proposal for the construction administration, inspection, and testing services for the Project; and

WHEREAS, Cochran submitted a proposal of \$73,411.00 for such services and, after review of the same, Staff has recommended that the City enter into a supplemental agreement to the City-Contractor Agreement to authorize Cochran’s services for the Project; and

WHEREAS, the Board of Aldermen agrees with staff’s recommendation and now desires and finds it in the best interest of the City to enter into a supplemental agreement to the City-Contractor Agreement for Cochran to provide construction administration, inspection, and testing services for the Project.

ORD. NO. ____

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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 the Supplemental Agreement #7 to the City-Contractor Agreement with Cochran for the required construction administration, inspection, and testing services for the Rudder Road STP Improvement Project at a cost not to exceed \$73,411.00 in substantially the form of Exhibit 1 attached hereto and incorporated herein by reference (the “Supplemental Agreement #7”).

Section 2. As specified in the Supplemental Agreement #7, the Supplemental Agreement #7 is made a part of the City-Contractor Agreement and the terms and provisions therein shall govern the Scope of Services provided by Cochran under the Supplemental Agreement #7.

Section 3. This ordinance shall be in full force and effect after the date of its passage and approval.

PASSED this 21st day of November, 2022.

JOE MAURATH, MAYOR

APPROVED this 21st day of November, 2022.

JOE MAURATH, MAYOR

ATTEST:

Jane Hungler, City Clerk

Motion to approve. Roll Call vote:

Ayes:

Nays:

Absent:

Abstain:

ORD. NO. ____

EXHIBIT 1

SUPPLEMENTAL AGREEMENT #7 – LUMP SUM PROPOSAL

July 11, 2022

This Supplemental Agreement is made part of the Consultant/Services Contract dated March 1, 2021, and approved by the Board of Aldermen on February 25, 2021, between the **City of Fenton and Cochran**. The purpose for this Lump Sum Proposal is to provide Construction Administration, Inspection and Testing Services for the Rudder Road STP Improvement Project. In accordance with our previous discussions, we offer the following professional services:

SCOPE OF SERVICES:

1. **Construction Administration/Inspection/Testing** - we will serve as the City's representative for administering the terms of the construction contract between the City and their Contractor. Cochran will endeavor to protect the City against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Cochran responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Tasks will include the following:
 - a. Assist the City with a preconstruction conference to discuss project details with the Contractor.
 - b. Make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. We will accompany MoDOT and FHWA representatives on visits of the project site as requested.
 - c. Check shop drawings and review schedules and drawings submitted by the Contractor.
 - d. Reject work not conforming to the project documents.
 - e. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
 - f. Review wage rates, postings, equal employment opportunity and other related items called for in the contract documents.
 - g. Inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and provide for laboratory testing of samples.
 - h. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor.
 - i. Be present during critical construction operations.

- j. Participate in final inspection, provide the City with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the City's records.

FEE:

1. The total amount of fee to be paid for the "Construction-Administration-Inspection-Testing" outlined in this proposal shall be a lump sum fee of \$73,441.00.

Supplement Agreement No. 7 accepted as defined herein:

Sincerely,



Dave Christensen, P.E.
Vice President

Acceptance:
City of Fenton

By: _____

Title: _____

Date: _____