

RESOLUTION NO. 17-2024

**A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AMENDMENT NO. 2 TO TASK ORDER NO. 13 BETWEEN THE CITY OF CLINTON AND HDR ENGINEERING, INC.**

**WHEREAS**, the City of Clinton entered into an Agreement dated April 6, 2010, with HDR Engineering, Inc. for engineering consulting services for wastewater projects for a period of one year; and

**WHEREAS**, on October 6, 2018, Task Order No. 13 for HDR to provide engineering services for the Wastewater Treatment Plant Improvement Project was fully executed by the City of Clinton and HDR Engineering; and

**WHEREAS**, the City desires to issue Amendment No. 2 to Task Order No. 13;

**NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:**

**Section 1.** Amendment No. 2 to Task Order 13 (attached), which shall not exceed a total of Thirty-Two Thousand Three Hundred Ten Dollars and Zero Cents (\$32,310.00) is hereby approved.

**Section 2.** The Mayor is hereby authorized to execute Amendment No. 2 on behalf of the City of Clinton.

Read and passed this 16<sup>th</sup> day of July, 2024.

  
\_\_\_\_\_  
Carla Moberly, Mayor

ATTEST

  
\_\_\_\_\_  
Wendee Seaton, City Clerk



AMENDMENT NO. 2 TO TASK ORDER NO. 13  
FOR  
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into Task Order No. 13 on October 6, 2018 to perform engineering services for City of Clinton, Missouri ("OWNER");

The OWNER desires to amend this Task Order in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the Task Order and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those parts and exhibits listed below;

Add Part 2.5 as follows:

- 2.5 ENGINEER will perform the following tasks to prepare Change Order No. 1:
- a) Attend meetings (2) with the City, wastewater operations staff and Contractor to answer questions from the Contractor and obtain direction from the City for the cost savings suggestions.
  - b) Draft revised plan sheets (10) for the electrical and instrumentation drawings showing revised conduit and wire duct banks along with Switchgear and Power Panel modifications for the Contractor to be able to prepare electrical cost savings proposals. Revise control operation description for controlling the oxidation ditch aerators to maintain a dissolved oxygen level setpoint with the Triton Aire-O2 aerator/mixers.
  - c) Meet with the City and wastewater operations staff to review Contractor's proposed cost savings items.
  - d) Prepare a Change Order No. 1 document in accordance with the contract documents that include the Contractor's cost savings proposal items for City's consideration.
  - e) Prepare conformed to Change Order No. 1 plans that incorporate the modifications included in Change Order No. 1 into the Wastewater

Treatment Plant Improvements plan set. Issue 4 sets of 11x17 plans and a pdf document of the plans to the City for use during construction.

Part 4.0 shall be amended to read as follows:

PART 4.0 PAYMENTS TO ENGINEER: Owner shall pay the ENGINEER for services rendered on a monthly basis up to the amount shown in Exhibit A, B, C and D.

Add Exhibit D – Amendment 2, enclosed.

Exhibit A, B and C in Amendment 1 remain unchanged.

Part 5.0 shall be amended to read as follows:

Part 5.0 PERIOD OF SERVICE: Task 2.5 Prepare Change Order No. 1 Services shall be complete within 90 days of approval of this amendment.

Unless otherwise stated in this Agreement, the compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all amounts of ENGINEER'S compensation shall be equitably adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

City of Clinton, MO  
"OWNER"  
BY: Carla Moberly  
NAME: Carla Moberly  
TITLE: Mayor  
DATE: 7-17-24

HDR Engineering, Inc. ("HDR")  
"Engineer"  
BY: Cory Imhoff  
NAME: Cory Imhoff  
TITLE: Sr. Vice President  
DATE: Jul 9, 2024

