RESOLUTION NO. 17-2025

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AMENDMENT NO. 4 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; and

WHEREAS, said Agreement was subsequently amended, most recently with Amendment 10, on August 5, 2025; 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. 4 to Task Order No. 13;

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

Section 1. Amendment No. 4 to Task Order No. 13 (attached), which shall not exceed a total of Thirty-Four Thousand Two Hundred Eighty Dollars and Zero Cents ($34,280.00), is hereby approved.

Section 2. The Mayor is hereby authorized to execute said Amendment No. 4 to Task Order No. 13 on behalf of the City of Clinton.

Read and passed this 5th day of August, 2025.

Carla Moberly

Carla Moberly, Mayor

ATTEST

Wendee Seaton

Wendee Seaton, City Clerk

AMENDMENT NO. 4 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 2.7 as follows:

2.7 ENGINEER will perform the additional construction administrative services to include:

a. Meet onsite with City and Contractor to observe concrete heave and obtain concurrence on the concrete repair approach.
b. Prepare plans sheets (2) with details for concrete repair and replacement of concrete sections that have heaved in the floor of the existing East Sludge Holding Basin. Includes quality control review of deliverable.
c. Review Contractor's change proposal request and develop contract change order document for execution by City and Contractor.

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 Exhibits A, B, C, D and E.
- Owner shall pay the ENGINEER for services rendered for Amendment 4 on a monthly basis up to the amount shown in Exhibit F.

Add Exhibit E – Amendment 4, enclosed.

Exhibit A, B, C, D and E per previous amendments remain unchanged.

Part 5.0 PERIOD OF SERVICE shall be amended to add the following:

Task 2.7 Additional Construction Administration Services related to this amendment shall be complete within 120 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		HDR Engineering, Inc. ("HDR")	
"OWNER" BY:	Carla Moberly	"Engineer" BY:	Cory Imhoff
NAME:	Carla Moberly	NAME:	Cory Imhoff, PE
TITLE:	Mayor	TITLE:	Senior Vice President
DATE:	8-12-2025	DATE:	07/18/2025

HDR

EXHIIBIT F - AMENDMENT 4
City of Clinton, Wastewater Plant Improvements
Scope and Fee

	Staff Name	Fleming, S	Wiseman, D	Hopson, A	DeCou, C	Davies, A	Keyhill, P			Total
	Project Role	PM	Sr Structural PE	Structural PE	ADMIN	ACCT	CADD TECH	Total HDR Hours	HDR Expenses	
	Billing Rate	$245	$325	$225	$110	$150	$155			
Int #	TASKS									
	Task F - Additional Construction Services - Change Order #2 - East Sludge Holding Basin Concrete Repair/Replacement									
1	Meeting onsite with City, Contractor and Alliance Water Resources	2	2	2	0	0	0	6	$270	$1,860
2	Design consisting of developing 2 plan sheets with details for the repair and replacement of sections of concrete floor in the East Sludge Holding Basin that have heaved and cracked	10	22	46	3	3	60	144	$25	$30,055
3	Review Contractor's change proposal request, and develop a change order document for City's review and execution	4	2	2	1	1		10	$25	$2,365
	Subtotal Hours	16	26	50	4	4	60	160		
	Subtotal Dollars	$3,920	$8,450	$11,250	$440	$600	$9,300		$320	$34,280
	Total Task F									$34,280

Estimated Amendment 4 Fee $34,280