

RESOLUTION NO. 2023-____

A RESOLUTION BY THE CITY TO AUTHORIZE A CONTRACT WITH OLSSON, INC. TO PROVIDE ENGINEERING SERVICES IN CONNECTION WITH CONSTRUCTION OF VINEY GROVE PHASE 2

WHEREAS, the City of Prairie Grove needs to construct the extension of Viney Grove Road from Bush South to Buchanan (Viney Grove Phase 2); and

WHEREAS, professional engineering services are needed to assist the City with such project; and

WHEREAS, the City has previously engaged in soliciting Requests for Qualifications from engineering firms interested in providing services to the City; and

WHEREAS, the City has determined that Olsson, Inc. is the firm best suited to provide such engineering services to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE GROVE, ARKANSAS:

That the City Council hereby authorizes the Mayor and Clerk to enter into the attached services agreement (Amendment 4) with Olsson, Inc. to provide engineering services to the City in connection with the construction oversight for the extension of Viney Grove Road from Bush Street South to Buchanan Street. The Mayor and Clerk are further authorized to take such steps as are necessary and incident to its implementation.

PASSED AND APPROVED on this 17th day of April 2023.

APPROVED:

ATTEST:

David Faulk, Mayor

Christine Kelly, Clerk

**LETTER AGREEMENT
AMENDMENT #4
VINEY GROVE ROAD PHASE 2
CONSTRUCTION SERVICES**

Date: April 12, 2023

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated August 11, 2020 between City of Prairie Grove, Arkansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Viney Grove Road, Prairie Grove Arkansas

Project Description: Viney Grove Road Phase 2 Construction Services

Project Description (Project): Consultant shall provide construction phase services for Viney Grove Road Improvements – Phase 2 project consisting of the extension of Viney Grove Road from the south end of the intersection improvement at Bush Street (part of the Phase 1 project constructed by others, southerly for approximately 2,400 linear feet to the intersection with Buchanan Street (formerly US 62B) to add turn lanes and approximately 500 linear feet along Blunt Avenue. More specifically the project includes constructing a new 3 lane roadway with grading, asphalt paving, grading, concrete curb & gutter, sidewalks, drainage inlets, storm sewers, berm construction, culvert installation, pavement markings and signage.

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Scope of Services is attached as **Exhibit A** to this Amendment.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

- Anticipated Construction Start Date: June 5, 2023
- Anticipated Construction Completion Date: March 31, 2024 (300 Calendar Days)

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the

Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s). Olsson shall submit invoices monthly and payment is due within 30 days of invoice date. Olsson's Scope of Services in this Amendment will be provided on a time and expense basis not to exceed \$243,742.00 increasing the not to exceed maximum amount of the original Letter Agreement, Amendment 1, 2 and 3 Letters of Agreement, from \$615,806.50 to \$859,548.50.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.



By _____
Brad B Hammond, P.E., Office Leader



By _____
Richard Herrick, P.E., Team Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF PRAIRIE GROVE, ARKANSAS

By _____
Signature

Printed Name _____

Title _____

Dated: _____

- Scope of Services & Fee Schedule – Exhibit A
- “Duties of Resident Project Representative” – Exhibit B

AMENDMENT NUMBER 4 – EXHIBIT A

SCOPE OF SERVICES VINEY GROVE ROAD PHASE 2, PRAIRIE GROVE, ARKANSAS CONSTRUCTION PHASE SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated August 11, 2020 between City of Prairie Grove (“Client”) and Olsson, Inc. (“Consultant”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project is in Prairie Grove, Arkansas.

Project Description: Consultant shall provide construction phase services for Viney Grove Road Improvements – Phase 2 project consisting of the extension of Viney Grove Road from the south end of the intersection improvement at Bush Street (part of the Phase 1 project constructed by others, southerly for approximately 2,400 linear feet to the intersection with Buchanan Street (formerly US 62B) to add turn lanes and approximately 500 linear feet along Blunt Avenue. More specifically the project includes constructing a new 3 lane roadway with grading, asphalt paving, grading, concrete curb & gutter, sidewalks, drainage inlets, storm sewers, berm construction, culvert installation, pavement markings and signage.

SCOPE OF SERVICES

Construction Phase Services – The scope of this work includes observation and administration, materials testing and post-construction documentation for the above referenced project. The estimated fee is based on 300 calendar days per the construction contract requirements as follows:

PHASE 100: Construction Administration

- Assist the City in planning and conducting a pre-construction meeting
- Perform review of shop drawings and materials submittals and issue back to contractor
- Provide professional review and coordination throughout construction, including periodic attendance at progress meetings, schedule reviews, dealing with contractor and utility issues, issuance of field orders, work change directives, and change orders, and review and approval of contractor’s pay applications.
- Receive contractor requests for interpretation or clarification on the intent of the contract specifications during construction and issue responses as required. Coordinate with the City, the communication of such responses to the prime contractor.
- Determine whether or not the contractor is generally adhering to the specifications and plan documents, and schedule through on-going observations.

- Report to City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with the contract documents.
- Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.
- Provide review of final documentation including the final pay estimate, final change order and punch list review.
- Provide paperwork conforming to the requirements of the Economic Development Administration
- Provide Record Drawings based on plan markups provided by the contractor

PHASE 200: Construction Observation and Materials Testing

- See the attached "Duties of Resident Project Representative"
- Construction Observer(s) to review plans and construction documents and set up appropriate field documentation books.
- Perform part-time construction observation and document the work in progress.
- Compile a daily diary that documents weather conditions, contractor(s) construction activity, contractor's personnel, equipment utilized, and discovered irregularities in the materials used or quality of work performed.
- Determine the contractor's compliance with the contract and specifications and reject work and/or materials that are not in compliance.
- Provide observation and documentation of the project traffic control and detour signage and communicate deficiencies to the contractor.
- Provide construction materials testing and reporting in accordance with the testing frequencies outlined in the contract documents and the Arkansas Department of Transportation LPA manual, including concrete air, slump and cylinders; soil and base rock proctors and Atterberg limits; aggregate gradations and deleterious substances; soil density testing; aggregate base rock density testing; storm sewer trenches; asphaltic concrete density testing by nuclear gauge; and asphalt content of hot mix asphalt as detailed below:

Pavement Subgrades – The subgrades within the footprint of the proposed pavement areas will be evaluated with respect to stability and moisture content. The subgrades will be proof rolled with heavy construction equipment prior to placement of fill and following construction of the pavement areas.

Fill Placement – Olsson will obtain samples of materials proposed for use as structural fill for laboratory testing. Laboratory tests, including standard Proctors, Atterberg limits, and P-#200 tests will be performed to classify and determine physical properties of the proposed fill materials. Olsson will observe and perform field density tests on structural fill placed within the footprint of the proposed pavement areas.

- Olsson has assumed a total of 2 standard Proctor, Atterberg Limit, and 5 Sieve Analysis tests

Utility Backfill – Olsson will obtain samples of backfill material for standard Proctor and Atterberg limits testing. Field moisture-density tests will be performed in backfill placed within segments of utility trenches. Olsson has based this proposal with testing being performed at a minimum of:

- Every 150 LF of trench in structural areas
- Every 2 feet vertically for utilities

Exterior Concrete – Field tests, including slump, air entrainment and temperature, will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used in the construction of the structure for compressive strength testing.

Asphaltic Concrete – Olsson will perform field density tests on each lift of the base and surface courses of asphaltic concrete pavement. Olsson will provide in-place density testing to establish a rolling pattern to achieve the required density of each lift of material. In addition, Olsson will core the asphaltic concrete base and surface courses and run lab tests for core densities and thicknesses.

Reporting - Olsson's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided daily to the designated field representative if requested.

Assumptions, Exclusions and Additional Services

- Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's sole obligation is to report its observation, inspection and test results to Client as provided herein. The above Scope of Work was prepared without the anticipation of profits on account of any difference between the actual and estimated quantities. If the construction methods utilized by contractors for the project increases the frequency of site visits and construction testing units as listed in the scope of work, this agreement shall be amended to supplement the cost of the out-of-scope services. Olsson will notify the Client if construction testing frequencies and site visits are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services.
- An as-built survey for record drawings is NOT included in the scope of services.
- Estimate for observation and testing is based on 300 calendar days per the contractor's construction contract. Days are estimated at 9-hour days and includes travel time. Time required beyond the estimated days may require a contract amendment. Labor for lab testing is included in the unit price for the test.
- Any services not specifically detailed in the scope.

Viney Grove Road			
Phase 2			
Prairie Grove, AR			
BASE BID SCHEDULE 1	Est. Quantity	Unit Rate	Est. Cost
RESIDENT PROJECT REP/TESTING TECH*	(Hours)	(\$/Hour)	
Observation and Testing Time	1890	\$ 85.00	\$ 160,650.00
PROFESSIONAL SERVICES			
Project Management, per hour.	105	\$ 150.00	\$ 15,750.00
Pre-Construction Conference			
Project Engineer - Civil	2	\$ 152.00	\$ 534.00
Assistant Engineer - Civil	2	\$ 115.00	
Payment Application Review			
Project Engineer - Civil	20	\$ 152.00	\$ 3,840.00
Admin/Clerical	8	\$ 100.00	
Submittals, RFIs, and Construction Questions			
Project Engineer - Civil	160	\$ 152.00	\$ 34,320.00
Assistant Engineer - Civil	80	\$ 115.00	
Admin/Clerical	8	\$ 100.00	
Site Visits (if required)			
Project Engineer - Civil	24	\$ 152.00	\$ 3,648.00
EXPENSES	(Lump Sum)	(\$/Unit)	
Testing	1	\$25,000.00	\$ 25,000.00
BASE BID SCHEDULE 1 PROJECT TOTAL			\$ 243,742.00
· We have assumed no overtime in our estimate			
· Overtime rates will be 1.5 times the regular rate indicated for labor.			
· Overtime includes all time on Saturdays, Sundays, Holidays, and in excess of 8-hours per day.			

Olsson is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. If you have any questions or concerns regarding this scope of work, please contact Nick Calton at 417.592.4309 or at ncalton@olsson.com. We look forward to hearing from and working with you and your firm on this project.

EXHIBIT B

**A LISTING OF THE DUTIES, RESPONSIBILITIES
AND LIMITATIONS OF AUTHORITY OF THE
RESIDENT PROJECT REPRESENTATIVE**

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

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