

RESOLUTION NO. 2022-_____

A RESOLUTION BY THE CITY TO APPROVE AMENDMENT 2 TO THE CONTRACT WITH OLSSON ENGINEERS TO PROVIDE ENGINEERING SERVICES IN CONNECTION WITH THE WASTEWATER TREATMENT PLANT EXPANSION

WHEREAS, the City of Prairie Grove needs to expand the wastewater treatment plant; and

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

WHEREAS, the City has previously engaged Olsson, Inc. to provide engineering services in relation to preliminary investigations and bid preparation and review; and

WHEREAS, the City now needs to move into contract administration and requires professional engineering services to provide contract oversight and administration.

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 Amendment No. 2 with Olsson Engineers to provide engineering services to the City in connection with the expansion of the wastewater treatment plant. The Mayor and Clerk are further authorized to take such steps as are necessary and incident to its implementation.

PASSED AND APPROVED on this 18th day of April 2022.

APPROVED:

ATTEST:

Charles (Sonny) Hudson, Mayor

Christine Kelly, Clerk



LETTER AGREEMENT AMENDMENT #2

Date: April 11th, 2022

This AMENDMENT (“Amendment”) shall amend and become a part of the Letter Agreement for Professional Services dated January 25, 2021 between City of Prairie Grove, AR (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services for the following Project (the “Agreement”):

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Prairie Grove Wastewater Treatment Facility

Project Description: Construction administration services for Phase IIA Wastewater Treatment Facility expansion increasing capacity of existing facility from 0.9 MGD to 1.35 MGD.

SCOPE OF SERVICES

Olsson hereby agrees to provide the following services (“Scope of Services”) to Client for the Project:

PHASE 600	ENGINEERING CONSTRUCTION ADMINISTRATION	\$262,700.00
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- Olsson shall provide engineering construction administration based on a 360-day construction schedule.
- Conduct Preconstruction meeting. Fee is limited to two Olsson engineers to attend meeting. Additional Olsson engineers, electrical and instrumentation, will join via video conferencing as required.
- Conduct Concrete Pre-installation meeting. Fee is limited to two Olsson engineers to attend pre-installation meetings.
- Attend monthly progress meetings. Fee is limited to two Olsson engineer to attend monthly meetings in person. Additional Olsson engineers, electrical and instrumentation, will join via video conferencing as required.
- Furnish professional engineer to make monthly visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. Additionally, three (3) site visits for professional electrical engineer and three (3) site visits for professional instrumentation Engineer will be provided. In performing these services, the Engineer will endeavor to protect the Client against defects and deficiencies in the work of the contractor; but he cannot guarantee the performance of the contractor, nor will the Engineer supervise, direct, control or have authority

over or be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or for the safety measures that the contractor takes or should take.

- Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the Client to ensure general conformance with the design concept of the project and general compliance by the contractor with the information given in the contract documents. It does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the contract documents.
- Instrumentation Engineer will review vendor provided control system submittals to be compatible for integration with new SCADA standard hardware and software.
- Engineer will attend factory acceptance testing for the Supervisory PLC and Remote I/O control panels.
- Prepare and review construction documentation including Requests For Information, Field Orders, Change Orders as directed by the Client or Client's representative.
- Coordinate and conduct a final inspection with the Contractor and Client, and prepare a Punch List of deficient construction items for the Contractor to address.
- Prepare record drawings of the completed project and provide one (1) hard copy and one (1) electronic copy each for the Client's records.

PHASE 700 CONSTRUCTION OBSERVATION SERVICES

\$228,500.00

- Construction Observer(s) (RPR) to review plans and construction documents and set up appropriate field documentation books.
- 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 review of shop drawings and materials submittals.
- Receive Contractor requests for interpretation or clarification on the intent of the contract specifications during construction and issue responses as required. Coordinate with the Client, the communication of such responses to the prime Contractor.
- Determine whether the contractor is generally adhering to the specifications and plan documents, and schedule through ongoing observations.
- Report to Client, 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 final pay estimate, final change order, and punch list review.
- Phase IIA startup assistance and providing technical support to the Client, City of Prairie Grove staff, Contractor, and the manufacturer's representatives during startup.
- RPR duties are anticipated to be approximately "full-time" during Contractor's active working days and allowable working hours defined in the construction contract. A total of 230 working days and estimated 2,070 hours are anticipated to complete construction work in the required sequence, over a period of 330 active working days during the restricted construction season and schedule.

PROJECT SCHEDULE

- Construction administration and observation services are based on a 360-day construction schedule.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses, if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval. Optional Additional Services shall include but not limited to:

- Any meetings with local, State, or Federal agencies, or other affected parties to discuss the project, other than those specifically noted.
- Supplemental engineering work required to meet the requirements of regulatory or funding agencies that may become effective subsequent to the date of this agreement.
- Assist Client with negotiating and reviewing any liquidated damages for delays caused by Contractor if the project extends beyond the anticipated contractual durations.
- Special consultants or independent professional associates requested or authorized by Client.
- Facility operation and maintenance manual (in addition to the equipment operation and maintenance manuals provided by the Contractor), and operator training, other than those specifically noted.
- Assistance with prequalification protest, bid protests and rebidding, preparation for litigation, arbitration, or other legal or administrative proceedings, and appearances in court or at arbitration sessions in connection with the project.

- Visits to the construction site in addition to the number of such trips and the number of staff-hours in connection with them set out in other phases of the contract scopes.
- Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, and services after the award of the contract in evaluating and determining the acceptability of substitutions proposed by the Contractor.
- Additional or extended services during construction made necessary by: (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work of the Contractor; (3) acceleration of the process schedule involving service beyond normal working hours; (4) default by the Contractor; and (5) failure of the Contractor to complete the work within the construction contract time.
- Evaluation of unusually complex claims or an unreasonable or extensive number of claims submitted by the Contractor or others in connection with the work beyond the level of effort budgeted under Construction Phase Services.
- Changes in the general scope, extent, or character of the project or its design including, but not limited to, changes in size, complexity, the Client's schedule, character of construction, or method of financing; and revisions to previously accepted studies, reports, design documents, or construction Contract Documents when such revisions are required by changes in laws, regulations, ordinances, codes, or are due to any other causes beyond the Engineer's control.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

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:

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed of Four Hundred Ninety-One Thousand Two Hundred Dollars (\$491,200.00) including reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

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 _____
Ron Mersch, Senior Vice President

By  _____
Chris Hall, 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: _____

Attachments

- Standard Labor Rate Schedule
- Reimbursable Expense Schedule



General Infrastructure

LABOR RATE BILLING SCHEDULE 2022

LABOR RATES

<u>Description</u>	<u>Range</u>
Principal/Senior Professional	175 - 280
Project Manager.....	140 - 250
Project Professional.....	130 - 180
Associate Professional	115 - 135
Assistant Professional.....	85 - 130
Designer	110 - 160
CAD Operator	40 - 120
*Surveyor	65 - 150
*Survey Crew.....	130 - 175
*Construction Services.....	50 - 240
Administrative/Clerical.....	45 - 110

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule. Special rates include but are not limited to Power Delivery, Survey, Field Operations, Special Inspection, Construction Observation, Geotechnical, Non-Destructive Testing, Drilling, Executive Staff.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

*Not inclusive of all services. Refer to Note 1.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.56/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).