

RESOLUTION NO. 2022-_____

A RESOLUTION BY THE CITY TO APPROVE AMENDMENT 3 TO THE CONTRACT WITH OLSSON ENGINEERS TO PROVIDE ENGINEERING SERVICES IN CONNECTION WITH THE VINEY GROVE ROAD REDESIGN

WHEREAS, the City of Prairie Grove is redesigning Viney Grove Road; 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 this project; and

WHEREAS, the City now requires professional engineering services to provide berm and culvert design.

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. 3 with Olsson Engineers to provide engineering services to the City in connection with the redesign of Viney Grove Road. 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 #3
VINEY GROVE ROAD PHASE 2
BERM & CULVERT DESIGN**

Date: March 16, 2022

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 Preliminary and Final Design

Project Description (Project): The Viney Grove Phase 2 Project shall consist of the extension of Viney Grove road from south end of the intersection improvement at Bush Street (part of the Phase 1 project constructed by others), southerly for approximately 2400 linear feet to the intersection with US Highway 62B aligning with Blunt Avenue to the south. Proposed improvements also include approximately 1000 linear feet along US highway 62B to add turn lanes and approximately 500 linear feet along Blunt Avenue. The alignment for Phase 2 was determined as part of the Phase 1 design effort and is generally shown on the location map included within the attached scope of services. Surveys, geotechnical investigations and analysis, and environmental review for Phase 2 were also completed as part of the Phase 1 design effort.

Under this Amendment, Olsson shall obtain additional survey and geotechnical studies at the proposed berm location. Olsson will analyze and design the addition of a berm along the North side of the channel, East of the roadway alignment. Olsson will analyze and design an additional culvert crossing with channel grading and adjust the sizing of the culvert crossing at the existing channel to consider the additional culvert.

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

Olsson amends the existing Viney Grove Road – Phase 2 schedule to perform its services covered by this Amendment as follows:

- Anticipated Start Date: March 14, 2022
- Berm Exhibit for School Board Meeting: April 15, 2022
- ROW Design (60%): May 15, 2022
- Final Design (90% and 100%): 90 Calendar days after approval of ROW Design (about September 1, 2022)
- Bidding: October 2022
- Anticipated Completion Date: November 1, 2022

Note: Schedule assumes 2 weeks for City reviews of each submittal.

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 \$20,000.00 increasing the not to exceed maximum amount of the original Letter Agreement, Amendment 1 and 2 Letters of Agreement, from \$595,806.50 to \$615,806.50.

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

AMENDMENT NUMBER 3 – EXHIBIT A

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

BERM & CULVERT DESIGN

Phase 100 – Survey Services

- Task 101: Topographical Survey** – Topographic surveys of the area surrounding the proposed berm alignment.
- Task 102: Base Map Preparation** – Olsson will amend the base map using the above topographic survey data. Drawings will include all topographic features, appropriate labels, existing underground and aerial utilities, existing right-of-way lines, lot lines, and property lines.
- Task 103: Control and Land Corners** – Horizontal and vertical control and survey of land corners and property corners in the area surrounding the proposed berm alignment.
- Task 104: Utility Locates** – Utility locates in the area surrounding the proposed berm alignment.

Phase 200 – Geotechnical Exploration

- Task 201: Geotechnical Field Exploration** – Olsson will excavate a test pit and collect soil samples at a location along the proposed berm alignment. Olsson to contact Arkansas One Call System to locate underground utilities. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. The cost of locating private utility lines and private service connections is the Owner's responsibility. Olsson is not responsible or liable for damage to any private utilities or private service connections. Excavation equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete cracking, and damage to underground sprinkler systems. Olsson will not be liable or responsible for any site disturbance that may occur because of bringing equipment on site. Owner accepts full responsibility for site disturbance.
- Task 202: Laboratory Services** – At our laboratory, in-place unit weight tests will be performed on representative portions of samples. Moisture content tests will be

performed on all samples. Atterberg limit tests will also be performed upon representative samples of typical subsurface conditions encountered across this site.

Task 203: Evaluation and Geotechnical Memo – A geotechnical engineering memo will be prepared under the direction of a registered professional engineer based on the findings of the field and laboratory programs. The memo will present our opinions and recommendations regarding generalized geotechnical site preparation concerns addressing fill subgrade preparation, and earthwork placement.

Phase 300 – Berm and Culvert Design Services

Task 301: Hydrology and Hydraulics Design – Olsson shall perform a hydrologic and hydraulic analysis of the proposed culvert crossings. Hydrology analysis will include developing a model using NRCS curve number method to determine peak flow rates for the 2-year, 5-year, 10-year, 25-year, 50-year, and 100-year return frequencies. Hydraulics analysis will use HY-8 software to assist in sizing the new culvert. The consultant will provide a brief technical memorandum explaining the hydrologic and hydraulic analysis, summarize the results, and provide recommended design.

Task 302: Berm Grading Plans – Olsson will develop a preliminary grading layout for use during school board discussions. After school board confirms location, Olsson will develop final grading layout to be included in final plans.

COMPENSATION

Phase	Description	Lump Sum
100	Survey Services	\$ 2,500.00
200	Geotechnical Services	\$ 4,000.00
300	Berm & Culvert Design Services	\$ 13,500.00
Total Proposed Fees:		\$ 20,000.00