

CONTRACT NO. CON-20-125-ENG-A1



TOWN OF PARADISE VALLEY

**ENGINEERING SERVICES CONTRACT
AMENDMENT NO. ONE**

PROJECT ENGINEERING CONSULTANTS, LTD.

Sewer Rehabilitation Design and Construction Administration & Inspection Services

PROJECT NO. 2019-05

This Amendment No. One ("Amendment One") to the Engineering Services Contract CON 20-125-ENG ("Agreement") is made and entered into as of this _____ day of _____, 2020, ("Effective Date"), by and between the Town of Paradise Valley, an Arizona municipal corporation ("Town") and Project Engineering Consultants, Ltd., a(n) Arizona corporation authorized to do business in Arizona, (hereinafter referred to as "Engineer" or "Consultant," whose principal place of business is located at 2310 West Mission Lane, Suite 4, Phoenix, Arizona 85021 (each individually a "Party," together "Parties)).

RECITALS

- A. Town and Engineer previously entered into a contract for Sewer Rehabilitation Design and Construction Administration & Inspection Services, Contract No. CON-20-125-ENG, dated _____ ("Agreement"); and
- B. Town and Engineer wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment No. One.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

(Form Rev. 09-11-2020)

Amendment No. One, CON-20-125-ENG-A1

Page 1 of 5

2. **Scope of Work.** The Engineer is assigned the additional tasks specified in the attached Exhibit A-1.
3. **Compensation.** The amount paid to the Engineer for the tasks set forth in Exhibit A-1 shall not exceed \$10,680.96, as more fully set forth in attached Exhibit B-1.

Paragraph 2.1 of the Agreement is revised to change the total amount paid to the Engineer from \$18,181.63 to \$28,862.59.

4. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
5. **Boycott of Israel Prohibited.** To the extent applicable, Contractor acknowledges this Agreement is subject to A.R.S. § 35-393.01, which prohibits the Town from contracting with any entity that is currently, or during the Term or any renewal or extension Term, participating in a boycott of Israel. Contractor warrants that it is not and will not participate in such prohibited activity in contravention of A.R.S. § 35-393.01.
6. **Ratification of Agreement.** Town and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

(Signatures on Next Page)

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

Jill Keimach, Town Manager

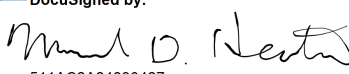
ATTEST:

Duncan Miller, Town Clerk (SEAL)

APPROVED AS TO FORM:

Andrew Miller, Town Attorney

PROJECT ENGINEERING
CONSULTANTS, LTD.,
a(n) Arizona corporation

DocuSigned by:

511AC2A24830427

By: Michael D. Heaton
Its: Vice President

EXHIBIT A-1
(Scope of Work)

**Exhibit A-1
Town of Paradise Valley**

**Exhibit A -1- Scope of Services for
ADDENDUM 1
Sewer Rehabilitation (DIP/VCP Lining Projects)**

2020-10-20

The Town of Paradise Valley (Town) has requested that Project Engineering Consultants, Ltd. (Consultant) prepare this scope of work for Construction Administration & Inspection Services (CA&I) for additional vitrified clay pipe (VCP) sewer lines identified in the on-going sewer assessment program and part of the referenced existing project.

The work will consist of limited sewer rehabilitation design (specifications & exhibits) for approximately 920 linear feet of 8-inch VCP sewer pipeline at various locations along within the Town. The Consultant will provide necessary design services and construction management services for the rehabilitation of the pipeline segments.

Task 1 — Project Management

1.1 Conduct Meetings

The Consultant will conduct all required project meetings. The anticipated meetings and assumed responsibilities are as follows:

Kickoff Meeting: The Consultant will prepare for and conduct a virtual Project Kickoff Meeting with Town staff and the JOC contractor using internet connectivity. The purpose of this meeting will be to introduce the project team; review the project purpose, background, and desired results; establish the lines of communication for the project; establish the reporting mechanisms and coordination efforts required to complete the project; discuss and identify with Town its desired format for reporting; and identify and discuss potential project issues. The Consultant will prepare and distribute meeting minutes.

Monthly Progress/Review Meetings: No other meetings are anticipated during the time frame for the contract. Communication will be ongoing, and the Consultant will provide weekly updates during the course of the installation of the lining to keep the project team up to date on the progress of the contractor.

1.2 Coordination with Town

The Consultant shall submit monthly invoices. Invoices shall be submitted to the Town accounting with a copy of the invoice to the Town's Project Manager by e-mail. The invoice shall include task lines directly corresponding to progress report tasks showing percent complete. Invoices shall identify the Town information as required which could include contract number, work assignment

number, the project name. The monthly invoice shall indicate the start date and end date of the invoice period and such dates shall be consistent with the progress reporting period.

TASK 2 — Design Phase Services

2.1 Utilities & Background Information

The Consultant will research the locations of above and below ground utilities within the project area where the pipeline will be lined. Detailed mapping will not be required as no excavation is anticipated. However, a cursory knowledge of the utilities in the vicinity would be noted in case an emergency excavation is necessary. No utility conflicts are anticipated for this project since the recommended rehabilitation is CIPP.

2.2 Right-of-Way

It is anticipated that all work will be completed in Town right-of-way.

2.3 Project Design and Contract Documents

The Consultant will prepare an exhibit for each of the pipe segments to be lined with sufficient detail to show the beginning and end of the lining. The exhibits will include the general location of known sewer service taps and other connections. The exhibits will include general notes and information for the lining project, as necessary.

The VCP pipe segments to be lined include:

Facility Asset ID	U/S MH Asset ID	D/S MH Asset ID	Material	Diameter (in)	Length (ft)
14474	47911	48087	VCP	8	358
14494	47937	48087	VCP	8	159
14473	48087	47929	VCP	8	404
			TOTAL		921-feet

The design will be presented in a set of documents on 11" X 17" sheets at an appropriate scale.

TASK 3 — Post-Construction Phase Services

3.1 Record Drawings

The Consultant will prepare a set of record drawings showing those changes made during construction and sealed by the engineer of record. Record drawing information shall be based on marked-up prints, drawings, and other data furnished by Contractor(s) to Consultant which Consultant will review for accuracy and completeness. The Consultant's RE will review and coordinate the record drawings. The record drawings shall be available to Town within thirty (30) days of receipt of all data in its entirety from the Contractor.

Deliverables

Complete set of digital record drawings will be submitted to Town. Record drawing information will be added to existing final drawings for the project by the Consultant as the record set. The record drawings shall be conformed to reflect shop drawing review, substitutions, clarifications and change order information.

Complete set of electronic files representing record of information for the project. Files will include photos, notes, memos, and field inspection reports for site visits and inspections.

Task 4 – Construction Phase Services

4.1 Construction Phase Services

4.1.1 On-Site Inspection and Review of Work

The duration of construction is anticipated to be 21 calendar days. A Resident Engineer (RE) will be furnished and will oversee the CA&I portion of this project. The RE furnished by the Consultant will be a registered Professional Engineer as recognized by the State of Arizona and will have experience in sewer line and manhole construction and rehabilitation and be NASSCO certified. The RE's dealings in matters pertaining to the on-site work shall in general be only with the inspector, the Town and the Contractor, and dealings with subcontractors shall only be through or with the full knowledge of the Contractor.

A NASSCO certified inspector will be furnished by the Consultant to maintain an "as necessary" presence at the project site. Through on-site observations of the work in progress and field checks of materials and equipment by the RE, and Inspector, the Consultant will endeavor to provide protection for Town against defects and deficiencies in the work of the Contractor; but the furnishing of such resident project representation will not make the Consultant responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for the Contractor's failure to perform their work in accordance with the contract documents. The inspector, construction manager and RE will maintain a presence at the project site with sufficient frequency to be knowledgeable about the progress and quality of the work to:

1. On-site inspections will be generally limited to the necessary time to certify the installation of the liner per NASSCO requirements. This includes the pre- and post- installation videos and during the liner curing process.
2. Conduct on-site inspections of the work in progress to assist in determining if the work is proceeding in accordance with the construction documents and that completed work conforms to the construction documents.
3. Identify whenever it is believed that any work is unsatisfactory, faulty or defective or does not conform to the construction documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise when it is believed work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
4. Verify that tests, equipment and systems start-up and operating and maintenance instructions are conducted as required by the construction documents and in presence of the required personnel, and insure the Contractor maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.
5. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project when requested by the Town.

4.1.2 Interpretation of Construction Documents

The Consultant will receive and transmit clarifications and interpretations of the construction documents. The RE will notify Town's representative of the Consultant's decision prior to issuance to the Contractor.

4.1.3 Shop Drawings and Test Results

The Consultant will receive, review, evaluate, and distribute (or take other appropriate action in respect of) shop drawings, samples, test results, and other data which Contractor is required to submit. For lining projects, NASSCO ITCP requirements will be followed. The Consultant's review shall be for conformance with the design concept of the project and compliance with the information given in the construction documents. Such review or other action shall not extend to means, methods, sequences, techniques or procedures of construction selected by Contractor(s), or to safety precautions and programs associated thereto. The Consultant will receive and review (for general contents as required by the construction documents) maintenance and operating schedules and instructions, operation and maintenance manuals, guarantees, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the construction documents.

The Consultant will maintain a submittal log showing dates of submittal, transmittal action to other sub-consultants, dates of return and review action. Copies of the log shall be furnished to Town and the Contractor monthly. The Consultant will promptly and in accordance with Project schedule requirements, review and approve, reject or take other appropriate action on the Contractor's request for substitutions. The Consultant will not approve any proposed substitution unless such

substitution conforms to the project design concept and the construction contract documents including the contract price.

Submittal review efforts are based upon a maximum of two (2) reviews per submittal and that no more than fifty percent (50%) of the total number of first submittals will require two (2) reviews.

4.1.4 Meetings

The Consultant will conduct impromptu construction progress meetings on site and distribute project progress information via email to project team members. This will constitute weekly meetings and minutes distribution.

4.1.5 Schedules

The Consultant will review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with Town concerning their acceptability.

4.1.6 Certify Contractor Progress Payments

The Consultant will review, prepare comments, and reach agreement with the Contractor on the progress represented in the Contractor's schedule of values and shall be used by the Consultant to determine the appropriateness of the Contractor's request for payment.

Assumptions:

1. Town will provide all public information and relations services during construction.

EXHIBIT B-1
(Compensation)

TOTAL ESTIMATED COST	=	\$ 10,680.96
-----------------------------	----------	---------------------

Exhibit B-1
Town of Paradise Valley
Addendum 1
DIP/VCP Sewer Rehabilitation - Three Pipe Segments
LABOR ESTIMATE

Prepared By: Mike Heaton

9/25/15

TASK	DESCRIPTION	Principal/PM \$83.00 /Hour		Engineer/RE \$47.78 /Hour		Design Engineer/Inspector \$38.88 /Hour		CADD Tech \$31.50 /Hour		Total Direct Labor Fees	
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
1	Project Management										
1.1	Conduct Meetings	2	\$166.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$166.00
1.2	Coordination with Town	2	\$166.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$166.00
										4	\$332.00
2	Design Phase Services										
2.1	Utilities & Background Information	0	\$0.00	2	\$95.56	0	\$0.00	2	\$63.00	4	\$158.56
2.2	Right-of-Way	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
2.3	Project Design & Contract Documents	0	\$0.00	12	\$573.36	0	\$0.00	2	\$63.00	14	\$636.36
										18	\$794.92
3	Post-Construction Phase Services										
3.1	Record Drawings	0	\$0.00	0	\$0.00	0	\$0.00	8	\$252.00	8	\$252.00
										8	\$252.00
4	Construction Phase Services										
4.1	Construction Phase Services	2	\$166.00	8	\$382.24	48	\$1,866.24	0	\$0.00	58	\$2,414.48
										58	\$2,414.48
	DIRECT LABOR SUBTOTALS:	6	\$498.00	22	\$1,051.16	48	\$1,866.24	12	\$378.00	88	\$3,793.40