



**AMENDMENT NO. 5 TO
CONSULTANT SERVICES AGREEMENT**

**ARV STUDY AND REHABILITATION
Project No. WW2110.101**

Council Date: February 6, 2025

THIS AMENDMENT NO. 5 ("Amendment No. 5") to the professional services agreement dated **March 2, 2023**, (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Construction Product Marketing, LLC dba CPM Pipelines**, a limited liability company, ("Consultant"), on this ____ day of _____, 2025, ("Effective Date" by Clerk). (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

- A. The Parties entered into the Agreement for **Consultant Services** ("Services") for the **ARV STUDY AND REHABILITATION** project.
- B. The Parties have determined that it is necessary and desirable for the Consultant to perform services for the City under the terms and conditions set forth in this Amendment No. 5 and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 5, the Parties agree to amend and modify the Agreement as follows.

SECTION I - CONSULTANT'S SERVICES

The Consultant's Services are modified as described in the Exhibit "A" attached to and made part of this amendment by reference.

SECTION II – PERIOD OF SERVICE

The Period of Service is increased by **180** calendar days for a revised total of **930** calendar days.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Fees are increased by **\$181,007.79** and will be payable in accordance with Exhibit "B" attached to and made part of this amendment by reference, for a revised total not to exceed **\$210,007.79**.

SECTION IV – CONFLICT AMONG DOCUMENTS

The Agreement, this amendment, and any previous amendments constitute the complete agreement between the Parties concerning the subject matter of the Agreement and replace any prior oral or written communications between the Parties. If a conflict or ambiguity arises between the Agreement and this amendment, the instrument in the following order prevails and controls: (1) this amendment; (2) any previous Amendments from most recent to oldest; and (3) the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. **5** to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Amendment No. **5**.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

JMB

ATTEST:

City Clerk

Seal

"CONSULTANT"

**CONSTRUCTION PRODUCT MARKETING, LLC
DBA CPM PIPELINES**

Bella Burks

1/14/2025

Signature

Date

Bella Burks

Print Name

Director of Business Operations

Title

bella@cpmpipelines.com

Signer Email Address

Amendment No. 5 (cont.)
Project No. WW2110.101

These changes result in the following adjustments of Agreement amount and/or time:

Amendment authorized by Owner name: Jermaine Swinton		Date: 1/7/2025
Consultant email: Steve Burks - steve@cpmpipelines.com		
Original Agreement amount:	\$29,000	
Previous Amendment(s) total:	\$0	
Last Agreement amount approved by Council:	\$N/A	
This Amendment:	\$181,007.79	
This Amendment + previous Amendment(s) not approved by Council total:	\$181,007.79	
Revised Agreement total:	\$210,007.79	
Council Approval Required (yes indicates approval required)	Yes	No
Amendment(s) total over \$100,000:	☒	☐
Amendment(s) total causes Agreement to exceed \$100,000:	☒	☐
Agreement Time		
Agreement time prior to this Amendment (including previous amendments):	<u>750</u> Calendar Days	
Net change resulting from this Amendment:	<u>180</u> Calendar Days	
Revised Agreement time (including this Amendment):	<u>930</u> Calendar Days	
Council Approval (if applicable)		
Council Approval Date:		

cc: Project Manager, Consultant, Owner, File

EXHIBIT A

SCOPE OF WORK

Exhibit A

Ocotillo ARV Notes	
Location 1	Remove existing ARV and 90. Install new 4-inch isolation valve, reinstall existing 90 and install new 4-inch 986 ARV. Use three BNG (Bolts, Nuts, and Gasket) Kits. Discharge will be connected using Fernco and Flexible Tube Hose.
Location 2	Remove existing ARV and 90. Install new 4-inch isolation valve, reinstall the 90 and the 986 ARV with new Internal function unit and discharge elbow. Use three BNG (Bolts, Nuts, and Gasket) Kits. Discharge will be connected using Fernco and Flexible Tube Hose.
Location 3	Remove existing ARV. Install one new 4-inch Isolation Valve and new 986 ARV. Use three BNG (Bolts, Nuts, and Gasket) Kits. Discharge will be connected using Fernco and Flexible Tube Hose.
Location 4	Remove two existing ARV's, 90's, and isolation valves. install two new 6-inch isolation valves, reinstall 90's and existing ARV's with new Internal Function Units. Use six BNG (Bolts, Nuts, and Gasket) Kits.
Location 5	Remove two existing ARV's and isolation valves. Install two new 6-inch isolation valves and new 986 ARV's. Use six BNG (Bolts, Nuts, and Gasket) Kits. Discharge will be connected using Fernco and Flexible Tube Hose.
Location 6	No Action Required.
Location 7	Remove existing ARV and 90. Install one new 4-inch isolation valve, reinstall the 90 and install new 4-inch 986 ARV. Use three BNG (Bolts, Nuts, and Gasket) Kits. Discharge will be connected using Fernco and Flexible Tube Hose.
Location 8	Remove two existing ARV's and isolation valves. Install two new 6-inch isolation valves and 6-inch 986 ARV's. Use six BNG (Bolts, Nuts, and Gasket) Kits. Discharge will be connected using Fernco and Flexible Tube Hose.

Sewer ARV Assessment

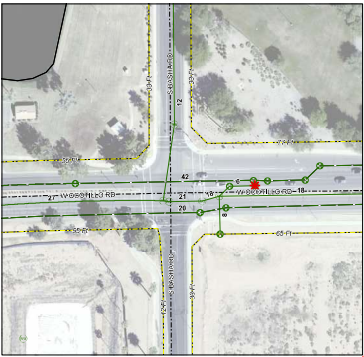
Date: 5/22/2019



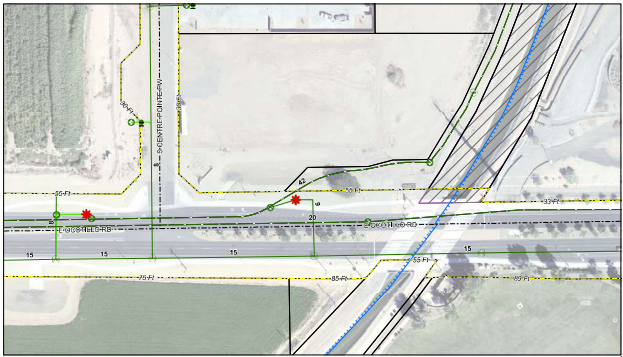
* ARV MANHOLES



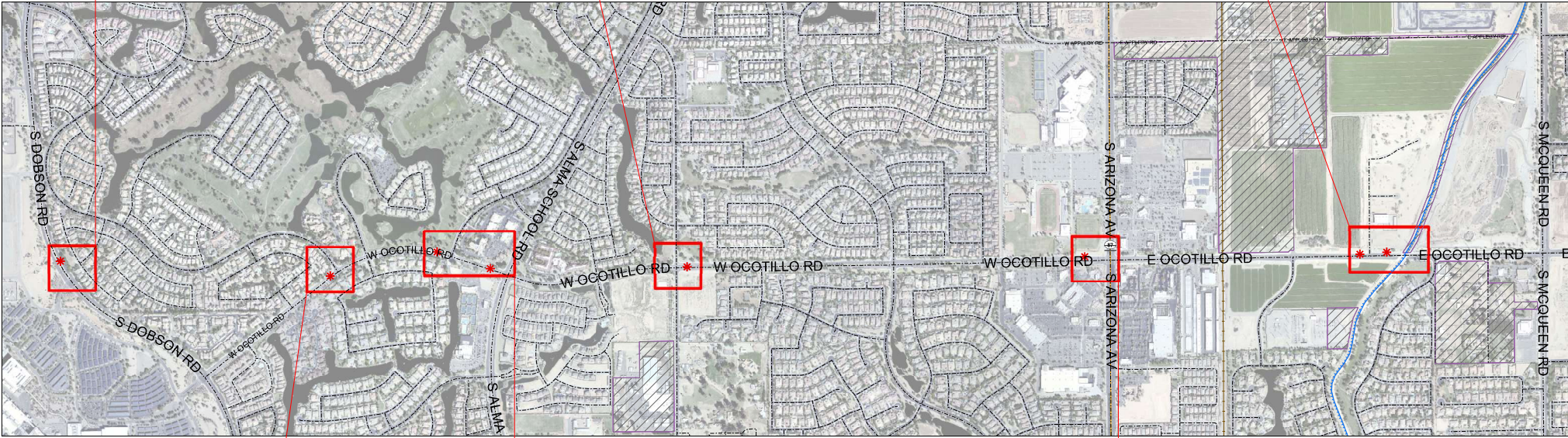
Location 1



Location 5



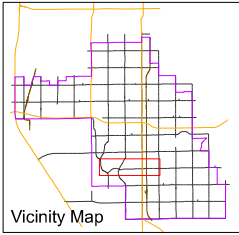
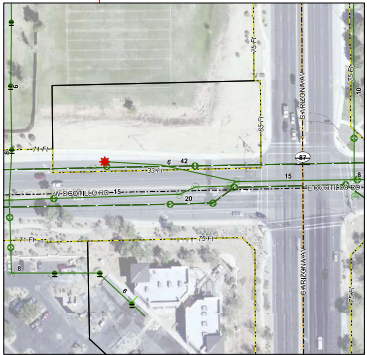
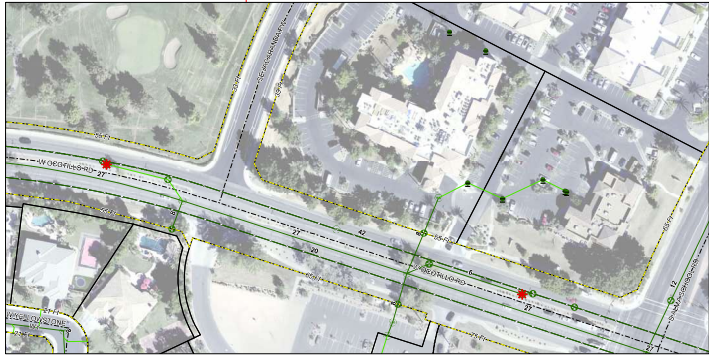
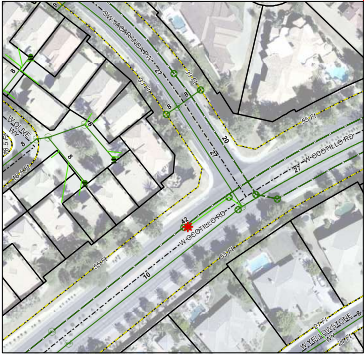
Location 7 & 8



Location 2

Location 3 & 4

Location 6



Vicinity Map

EXHIBIT B
FEE SCHEDULE

CPM Pipelines
 3625 E Atlanta Ave, Suite #2
 Phoenix, AZ 85040

Estimate

Date	Estimate #
1/8/2025	5125-REV3

Name / Address
City of Chandler 3333 S. Old Price Road Chandler, AZ 85248 ATTN: Lisa Corral

				Rep	Project
				CPM	
Item	Description	Qty	U/M	Rate	Total
CONFINED SPACE (D...	CONFINED SPACE ENTRY SUPPORT PER DAY **Final total of days will appear on final invoice	6	day	3,000.00	18,000.00
Field Service	Assessment Field Staff Per Day	6	LS	7,500.00	45,000.00
Mobilization (DY)	MOBILIZATION PER DAY **Final total of days will appear on final invoice	6	day	1,500.00	9,000.00
TRAFFIC CONTROL	Traffic Control **Final cost will appear on final invoice **Cancellation will be charged if not cancelled 2 hours before start time.**	6	LS	1,238.635	7,431.81
9864"FLGSS	HTEC 986 4" FLG SEWER AIR RELEASE VALVE, STAINLESS STEEL	3	ea	5,055.15333	15,165.46
98845100	98845100 M988 Internal Function Unit	2	ea	832.955	1,665.91
98645000	FUNCTION UNIT W.O.FLANGE FOR MODEL 986	1	ea	705.27	705.27
HTEC	HTEC 6" Flanged 986 SS	4	ea	5,610.0725	22,440.29
9864000165	9864000165 HTEC 986 Outlet Elbow w/Strainer and Camlock Coupling	1	ea	131.94	131.94
			Total		

CPM Pipelines
 3625 E Atlanta Ave, Suite #2
 Phoenix, AZ 85040

Estimate

Date	Estimate #
1/8/2025	5125-REV3

Name / Address
City of Chandler 3333 S. Old Price Road Chandler, AZ 85248 ATTN: Lisa Corral

Rep	Project
CPM	

Item	Description	Qty	U/M	Rate	Total
PARTS (ea)	BZF1004A6F3RH 4" ZF1, Class 150, Full Port Ball Valve Split Body, Floating Ball, Flanged, Raised Face CF8M (ISO Tapped) Body, RTFE Seat, 316SS Ball and Stem Hand Lever, NACE, ISO Mounting Pad	4	ea	1,458.2975	5,833.19
PARTS (ea)	BZF1006A6F3RH 6" ZF1, Class 150, Full Port Ball Valve Split Body, Floating Ball, Flanged, Raised Face CF8M (ISO Tapped) Body, RTFE Seat, 316SS Ball and Stem Hand Lever, NACE, ISO Mounting Pad	6	ea	3,472.82	20,836.92
PARTS(FT)	PEX Hose 2" CLEAR BRAIDED VINYL TUBING	100	ft	8.7065	870.65
PARTS (ea)	3-1/2 - 4 FLANGE 304 BOLT/NUT SET	12	ea	24.55917	294.71
PARTS (ea)	4 NEO FF GASKET 150# 1/8"	12	ea	2.04583	24.55
PARTS (ea)	3-1/2 - 4 FLANGE 304 BOLT/NUT SET	18	ea	47.46556	854.38
PARTS (ea)	6" NEO FF GASKET 150# 1/8	18	ea	3.05333	54.96
PARTS (ea)	156-22 / 1056-22 2" PLASTIC TO PLASTIC COUPLER Non Return / Non Cancellable	11	ea	7.65545	84.21

Total

CPM Pipelines
3625 E Atlanta Ave, Suite #2
Phoenix, AZ 85040

Estimate

Date	Estimate #
1/8/2025	5125-REV3

Name / Address
City of Chandler 3333 S. Old Price Road Chandler, AZ 85248 ATTN: Lisa Corral

				Rep	Project
				CPM	
Item	Description	Qty	U/M	Rate	Total
PARTS (ea)	156-42ECC 1056-42ECC 4" X 2" PLASTIC X PLASTIC ECCENTRIC COUPLER Non Return / Non Cancellable	11	ea	37.49273	412.42
Subcontractor Services(...	Subcontractor Services - VAC Truck Allowance	48	hr	466.69	22,401.12
Subcontractor Services	Subcontractor Services - Waste Disposal Allowance	1		4,800.00	4,800.00
Subcontractor Services	Owners Allowance	1		5,000.00	5,000.00
TERMS&CONDITIONS	Please review our Terms & Conditions of Sale on our website under Products & Services. **EXPECTATIONS**	1	ea	0.00	0.00
			Total		

CPM Pipelines
 3625 E Atlanta Ave, Suite #2
 Phoenix, AZ 85040

Estimate

Date	Estimate #
1/8/2025	5125-REV3

Name / Address
City of Chandler 3333 S. Old Price Road Chandler, AZ 85248 ATTN: Lisa Corral

Rep	Project
CPM	

Item	Description	Qty	U/M	Rate	Total
	The city will shut down and depressurize the line before CPM Staff opens or removes any air valves without isolation valves or isolation valves for replacement. Bolts and nuts will be cut off and removed and new hardware and gaskets used to replace or install any isolation valves (will be either horizontal to the 90 or vertical depending on space constraints) Discharge pipes where possible will be reconnected to the existing HDPE discharge pipes using flexible reinforced hose and rubber fernco couplings for ease of installation and disassembly in the future.				

Quotes are valid for 30 days.
 Check our valve inventory at <http://www.cpmpipelines.com>
 PLEASE NOTE: Due to new tax laws, tax will be charged if a tax-exempt certificate cannot be provided prior to any sale. Please email(bella@cpmpipelines.com) with any questions.
 If Paying with Credit Card there will be a 5% fee added to invoice

Total	\$181,007.79
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