

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT**

Professional Design Services For Second Bridge And Roadway Construction Project

This "Amendment No. 1" is made and entered into this _____ day of _____, 2025, by and between Lake Havasu City, an Arizona municipal corporation ("City"), and NV5, Inc. ("Consultant"), amending the Professional Services Agreement dated October 28, 2024 ("Agreement"), between City and Consultant for the project known as Professional Design Services for Second Bridge and Roadway Construction Project ("Project"). The parties agree as follows:

1. Amended Scope of Work and Compensation and Payment Schedule

1.1 Scope of Work

Agreement is amended to include the additional Services associated with realignment of the bridge as described in the attached Exhibit "A-1" incorporated herein by this reference.

1.2 Compensation and Payment Schedule

Agreement is amended to account for the fees for the additional Services as described in the attached Exhibit "B-1" incorporated herein by this reference.

2. General Conditions

All other provisions of the Agreement not amended by this Amendment No. 1 shall remain in full force and effect as stated therein.

3. Insurance and Indemnification

Consultant certifies that the insurance and indemnification requirements contained in the Agreement are applicable to, extend to, and include the services to be performed pursuant to this Amendment No. 1.

This Amendment No. 1 is entered into as of the day and year first written above.

LAKE HAVASU CITY

CONSULTANT

BY: _____
Title: City Manager
Date: _____

BY: _____
Title: _____
Date: _____

APPROVED AS TO FORM:
Lake Havasu City Attorney's Office

EXHIBIT "A-1" – SCOPE OF WORK

A/E Scope of Services Additional Services

1. Additional Services. Consultant agrees to perform additional services for the Project due to a realignment of the bridge placement as shown on the attached Exhibit "A-2" ("realignment area"). The additional Services are described as follows:

1.1. Additional Services.

1.1.1. Section 1.3, Geotechnical Engineering, is amended to include:

1.3 Geotechnical Engineering

Consultant's design team will prepare a Geotechnical Evaluation for the new bridge and roadway, including coordination of access, field testing, laboratory testing, deep foundation analysis, foundation type determination, coordination with Consultant's structural engineering team on abutments and foundations, and pavement section analysis. The Geotechnical Evaluation will also include recommendations for pavement sections and utility trench backfill. A new geotechnical drilling report will be submitted to ASLD as well as BLM, and State Parks for the new drilling locations.

1.1.2. Section 1.4, Permitting, is amended to include the following:

- Environmental Assessment and FONSI from the USCG, including discussion and analysis of dredging the Colorado River.
- 404 Nationwide NWP 15 Permit from US Army Corps of Engineers including proposed dredging as part of construction in the Corps permit.
- Biological Evaluation in accordance with the U.S. Fish & Wildlife Service for submittal to the USGC. Arizona State Game and Fish will have an opportunity to review as part of this evaluation. Conduct biological survey for the realignment area to include in the Biological Evaluation and additional analyses for potential impacts to endangered fish species from proposed dredging.
- Class III Cultural Resources Survey for submittal to USGC, Arizona State Land Department (ASLD) and Arizona State Parks & Trails, including a Class III cultural resources (archaeological) survey for realignment area and the two new roadway areas shown in Exhibit "A-2." Cultural resources clearance includes conducting a records search using the AZSITE online database, the Arizona State Museum, National Register of Historic Places database, General Land Office (GLO) records, and USGS records to identify previous archaeological survey findings. A Class III pedestrian archaeological survey will be conducted by a qualified archaeologist with the completion of a survey report to SHPO standards. A technical report will be prepared to thoroughly document the records search and Class III

methods and results. This report will be submitted as required to the USCG, ASLD, and Arizona State Parks. Responses to agency comments, concerns, and requested modifications to the technical report will be conducted. This task assumes that no archaeological sites will be found; each archaeological site is an additional \$1250 per site, due to state recording fees.

- ASLD Native Plant Inventory, per ASLD, conduct a new inventory of perennial native plant species for the proposed new ASLD right-of-way per right of way requirements. Survey methods include counting native trees and cacti within the right-of-way. The inventory report will provide a general description of the site, ecological site description, and a description of the survey methodology. Spreadsheets indicating the name, growth form, size, quantity, and category will be provided along with representative photographs of site vegetation. Any noxious weeds or rare plants observed within the site will also be noted on the spreadsheet as requested by ASLD. An electronic copy of the report will be provided for submittal to ASLD.

1.1.3 Section 2.1, Phase 1: Preconstruction Services, is amended to add the following:

- Control Survey - perform a ground survey in order to establish survey control (bench marks / tie to AZ Coordinate System). All survey and design information will be tied to the Arizona State Plane Coordinate System 1983 – Arizona West (NAD83) and NAVD88 vertical datum.
- Additional Topographic Survey: perform additional aerial surveying consisting of Photogrammetry, LiDAR, and Imagery in order to compile surface improvements (planimetrics), topographic features, and aerial imagery within the project area delineated by the green polygons in Attachment C. Aerial Imagery and Topographic data will be collected and processed for the project location. The deliverable products for this task will be in the form of a 2022 Civil3D CAD Surface file based on National CAD Standards layering (EXT0 Drawing), a 2022 AutoCAD 2D Planimetrics file based on National CAD Standards layering (EXP0 Drawing), and Orthorectified Imagery in *.JPG format.
- Additional Utility Survey:
 - Quality Level D - request existing utility records, within the Project area, from the local utility agencies based on an 811 “Call Before You Dig” utility listing provided contact information. Upon receipt of record mapping from the utility agencies, the data will be plotted in a Civil3D CAD file (Quality Level D) for the project area delineated by green polygons in Exhibit “A-2”.
 - Quality Level A - perform field surveying to collect above-ground utility facilities within the project area delineated by the red polygon in Exhibit “A-2.” This data will then be plotted on the appropriate layers in the Civil3D CAD file (Quality Level A). Dip the accessible sewer and storm drain manholes within the Project

area to determine the top of pipe elevation and direction of flow, including the lift station. This data will be added to the Civil 3D CAD file by labeling each manhole with depths of incoming and outgoing pipes. The deliverable product for this task will be in the form of a 2022 Civil3D CAD file based on National CAD Standards layering (EXUT Drawing).

1.2 Section 3, Assumptions and excluded services include, is revised to include:

- Consultant will not prepare a Plat and Legal Description for additional survey.
- Consultant will be given access to the site to perform the necessary work.
- All survey requests must be made a minimum of 48-hours in advance.
- Any work not mentioned in this scope or fee schedule is considered out of the scope of work.

1.3Section 4, Project Schedule, is revised to include three additional months to complete the additional Services as detailed in Exhibit C-1.

EXHIBIT “B-1” – FEE SCHEDULE

**Fee Schedule
Lake Havasu Second Bridge & Roadway Construction Project**

Additional Services:.....	\$60,700
Owners’ Contingency	\$315,384
Additional Services	<u>\$(60,700)</u>
Owners’ Contingency Remaining Balance:.....	\$254,684