

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

North End Wastewater System Expansion
Project No. 107016

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 NCS Engineers, LLC ("Consultant"), amending the Engineering Professional Services Agreement dated July 9, 2024 ("Agreement"), between City and Consultant for the project known as North End Wastewater System Expansion. The Parties agree as follows:

1. On March 17, 2025, Narasimhan Consulting Services Inc. reorganized with the IRS utilizing the same EIN and entity information and is now operating as NCS Engineers, LLC. As a result of the reorganization, all rights and responsibilities under the Agreement have been assumed by NCS Engineers, LLC. No services under the Agreement will be impacted by this reorganization. By this Amendment, the City formally recognizes and accepts the reorganization and change in vendor name on the Agreement.

2. Amended Scope of Work and Fees

2.1 Scope of Work

Exhibit "A" Scope of Work, is amended to include additional services for Odor Control System Assessment & Design at the Influent Pump Station as described in the attached Exhibit "A" incorporated herein by this reference.

2.2 Fees

Exhibit "B" Fee Schedule, is amended to include additional fees for the Odor Control System Assessment & Design services as described in the attached Exhibit "B" incorporated herein by this reference.

3. 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.

4. 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: _____

BY: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Lake Havasu City Attorney's Office

EXHIBIT “A” – SCOPE OF WORK

NORTH END WASTEWATER SYSTEM EXPANSION AMENDMENT 1

1. Project Services. Consultant agrees to perform additional services for Odor Control System Assessment & Design at the Influent Pump Station for the Project.

The Additional Services are described in the following tasks:

- 1.1 Provide an Odor Control Facility Assessment and design services to include in the Contract Documents and Specifications for the Project.

- A. Task 1 – Develop Assessment Report

Consultant will prepare an Assessment Report identifying the required upgrades to the existing odor control system and the related infrastructure including a conceptual design with recommended alternatives for the upgrade of the odor control system with detailed cost summaries.

Consultant will evaluate the capacity needed for this system to serve the additional loads entering the IPS, in addition to cost estimates. The City will assist with air sampling to determine the baseline loads for hydrogen sulfide. The needed blower and scrubber process modifications will be determined to upgrade the facility. To review the Assessment Report, a Workshop and/or virtual meeting will be conducted with City staff. The Assessment Report will be submitted to the City for review and comment. Once the review/comments have been finalized the approved Assessment Report will be used for developing the preliminary and final design(s) for the odor control system upgrade.

- B. Task 2 – Additional Design Drawings

The Consultant will prepare additional design drawings for the Odor Control System Assessment & Design portion of the Project that include engineering disciplines including General, Civil, and Process/Mechanical. Review sets will be submitted at the 30%, 90%, and 100% project levels along with updated construction estimates.

Preliminary Sheet Count (Bid Package)

- General Sheets (3) – Cover; Abbreviations, Symbols and General Notes; and

Legend and Symbols.

- Process Mechanical/Civil Sheets (3) – Scrubbers and blowers and related infrastructure.
- Electrical and Instrumentation (4 sheets)

A total of ten (10) design drawings will be prepared as needed for a thorough and complete design. Electronic copies of the 30%, 90%, and 100% design level set of drawings will be provided to City staff for review and comment. Electronic copies of the final set of Construction Drawings (for bidding purposes) will be prepared and sealed by a professional engineer registered in Arizona. The Consultant will prepare written responses to any comments that are not incorporated in the final set of construction drawings.

C. Task 3 – Additional Project Specifications

The Consultant will prepare additional written specifications to support the Odor Control System Assessment & Design portion of the Project. The Consultant proposes progress review sets at 60%, 90% and 100% levels of the Odor Control System Assessment & Design portion of the Project. The Consultant will prepare complete project specifications including technical and administrative divisions. The specifications will consider construction schedules, material and installation specifications, and the use of regional and industry standards for the design performed under Task 2. Copies of the project specifications will be submitted along with the plan drawings at the interim milestones indicated under this specific task.

D. Task 4 – Design Phase and Project Meetings

The Consultant anticipates four (4) additional design phase and related Project meetings with City staff will be needed to complete this Project. The Consultant will provide meeting support and documentation as needed for these meetings.

1.2 Engineering and Design Service Deliverables. LUMP SUM BASIS.

- A. Odor Control Facility Assessment Report.
- B. Additional Contract Documents and Technical Specifications.
- C. Additional Design Submittals and Review.

30% - delivered 3/10/25

90% - Delivered 4/15/25

100% - Delivered 5/7/25

Assumptions. The City will administer contractual agreements between the City and the Construction Contractor. There are no anticipated needs for survey, soils testing or concrete laboratory testing during this project. No ADEQ permits or amendments are necessary.

1.3 Design Phase Schedule. The Additional Services will commence upon receipt of an executed Amendment and will require 120 days for completion of the Additional Services.

EXHIBIT “B” – FEE SCHEDULE

**NORTH END WASTEWATER SYSTEM EXPANSION
AMENDMENT 1**

Conduct Field Investigations	\$1,460
Develop Assessment Report	\$11,000
Prepare Additional Design Drawings	\$19,232
Prepare Additional Project Specifications	\$3,260
<u>Additional Design Phase & Project Meetings</u>	<u>\$2,056</u>
Total	\$37,008

Travel Expenses included in fees above

NCS ENGINEERS- 2024-25 HOURLY RATES

STANDARD RATE SCHEDULE

Principal Engineer	\$180/HOUR
Senior Project Manager.....	\$167/HOUR
Electrical Engineer.....	\$125/HOUR
Staff Engineer	\$99/HOUR
CAD Technician	\$90/HOUR
Admin. Asst.	\$81/HOUR
<u>OUTSIDE SERVICE</u>	COST + 10%