

Agreement No.	BK2052-003
Effective (NTP) Date	10/31/2022
Supplement Amount	\$13,277.17
Total Agreement Amount	CPFF \$796,623.55

PROFESSIONAL SERVICES AGREEMENT SUPPLEMENT NO. 3

CITY OF LEXINGTON, NEBRASKA
WSP USA, INC.
PROJECT NO. RRZ-TMT-1705(3)
CONTROL NO. 61457
LEXINGTON EAST VIADUCT

THIS SUPPLEMENTAL AGREEMENT is between the City of Lexington, Nebraska ("LPA") and WSP USA, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on September 22, 2020; Supplemental Agreement #1 executed by LPA on January 12, 2021; and Supplemental Agreement #2 executed by LPA on March 22, 2022, for Consultant to provide additional Preliminary Engineering Services for LPA's project, and

WHEREAS, it is necessary that Preliminary Engineering Services as outlined in Exhibits "A" and "B" be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. RRZ-TMT-1705(3) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "D" and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "A", Consultant Work Order and Scope of Services, and Exhibit "B", Consultants Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

- 2.1 State issued Consultant a written Notice-to-Proceed on October 31, 2022. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement, Supplemental Agreement #1, and this Supplemental Agreement by August 31, 2023.

SECTION 3. FEES AND PAYMENTS

Section 2 in Exhibit "B" of the Original Agreement is hereby amended in accordance with Exhibit "A" and as shown below.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

<u>Previous Amount*</u>	<u>This Supplement Amount</u>	<u>Amended Agreement Amount</u>	
\$ 268,394.05	\$ 4,943.52	\$273,337.57	For actual direct labor costs
\$ 440,635.38	\$ 6,937.20	\$447,572.58	For indirect labor costs & direct expenses
\$ 74,316.95	\$ 1,396.45	\$75,713.40	For a fixed fee for profit
\$783,346.38	\$13,277.17	\$796,623.55	Total agreement amount

*Includes all prior supplements

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION BY LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.


SECTION 7. ENTIRE AGREEMENT


The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement (“The Agreement”) between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

Consultant Work Order (Local Projects)

Project No.: RRZ-TMT-1705(3)		Control No.: 61457
Consultant: (Name and Representative) WPS USA Inc.	Agreement No.: BK2052	Work Order No.: 3
LPA: (Name and Representative) City of Lexington, NE; Joe Pepplitsch		Constr. Change Order No.: (If applicable)
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p>		
Justification to modify agreement: (Include scope of services, deliverables, and schedule) Additional Services for Utility Coordination Assistance		
Work Title	Summary of Fee	
	A. Total Direct Labor Cost	= 4,943.52
	B. Overhead (Factor * x A)	= 6,890.77
	C. A + B	= 11,884.29
	D. Profit/Fee (Factor ** x C)	= 1,396.45
*Overhead Factor: 139.39%	E. FCCM (Factor*** x A)	= 6.43
**Profit/Fee Factor: 11.80%	F. Direct Non-Labor Cost	= 40.00
***Facility Capital Cost of Money (FCCM): 0.13%	G. Subconsultant Services	=
Total Fee Notes:	TOTAL FEE: C + D + E + F + G =	
	<input type="checkbox"/> ESTIMATED TOTAL FEE:	\$13,277.17
	<input type="checkbox"/> FINAL TOTAL FEE:	

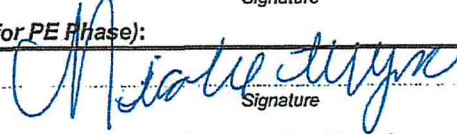
Work Order Authorization – May be granted by email and attached to this document.

Consultant:
 Daniel DeArmond  9/13/2022
Name Signature Date

LPA:
 Dennis Burnside  10-26-22
Name Signature Date

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

Name Signature Date

LPS Unit Head Review (for PE Phase):
 Nicole Taylor  10/31/22
Name Signature Date

LPS Manager or Construction Engineer (Construction Phase):

Name Signature Date

FHWA: (FHWA Approval on Full Oversight Projects Only):

Name Signature Date

Notice to Proceed will be granted by email by:
 LPS PC for Preliminary Engineering & CD PC for Construction Engineering.

FMIS Approval Date:
10/28/22

Notice to Proceed Date:
10/31/22

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC
 NDOT Form 250, November 18

**Nebraska Department of Transportation
Local Projects**

Exhibit "A"

**Scope of Services
Lexington East Viaduct
Project No. RRZ-TMT-1705(3)
CN 61457
Supplemental Agreement No. 3**

This supplemental scope of services provides for utility coordination assistance as described below:

General: Consultant will coordinate with each affected utility to determine final relocation needs, planned schedule of relocation construction and other information as needed for LPA to develop utility agreements and for Consultant to establish the Status of Utilities report for the PSE package.

1. Send via email current information to each utility requesting confirmation/update on relocation needs/status. NDOT has provided the template of information to be requested. Update utility plans to include plan updates made since last utility meeting and include these plans with the requests to the utilities.
2. Follow-up with each utility via email and/or phone to assure each utility responds.
3. Summary report of status to NDOT.
4. Provide information as needed to LPA/NDOT to assist with Utility Agreements

The following utilities are to be included in the coordination:

Black Hills Energy
Dawson Public Power District
Nebraska Public Power District
Lumen
Charter

SCHEDULE

Work of this supplemental agreement to be completed within 30 calendar days of Notice to Proceed.

Staffing Plan (CPFF)

Preliminary & Final Design

Project Name: Lexington East Viaduct
Consultant: WSP USA Inc.
Consultant PM: John Thomas, 402-323-6561, john.thomas@wsp.com
LPA RC: _____ Example: Sue Jones, 402-777-0000, sue@lpa.gov
NDOT PC: Dan Rea, 402 479 4738, daniel.rea@nebraska.gov
Date: September 1, 2022

Project Number: RRZ-TMT-1705(3)
Control Number: 61457



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SDES	Sr. Designer/Technician
2	PM	Project Manager	7	PI	Public Involvement Specialist
3	SENG	Sr. Engineer / Planner	8	SPC	Survey Party Chief
4	ENG	Engineer	9	SUR	Surveyor I
5	AENG	Assistant Engineer	10	ADM	Administrative

Overhead Rate^[1] 139.39%
Fee for Profit Rate^[2] 11.80%
FCCM (if applicable) 0.13%

BLENDED RATES TABLE

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Principal			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
		Blended Rate:	_____
Project Manager			
John Thomas	Project Manager	\$77.00	100%
_____	_____	_____	_____
_____	_____	_____	_____
		Blended Rate:	\$77.00
Sr. Engineer / Planner			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
		Blended Rate:	_____
Engineer			
_____	_____	_____	_____
_____	_____	_____	_____
		Blended Rate:	_____
Assistant Engineer			
Daniel Mealiff	Engineer	\$41.58	100%
_____	_____	_____	_____
_____	_____	_____	_____
		Blended Rate:	\$41.58
Sr. Designer/Technician			
Georgia Baker	Sr. Supervising Designer	\$43.18	100%
_____	_____	_____	_____
_____	_____	_____	_____
		Blended Rate:	\$43.18
Public Involvement Specialist			
_____	_____	_____	_____
_____	_____	_____	_____
		Blended Rate:	_____
Survey Party Chief			
_____	_____	_____	_____
_____	_____	_____	_____
		Blended Rate:	_____
Surveyor I			
_____	_____	_____	_____
_____	_____	_____	_____
		Blended Rate:	_____
Administrative			
_____	_____	_____	_____
_____	_____	_____	_____
		Blended Rate:	_____

Consultant's Estimate of Hours

Preliminary & Final Design

Project Name: Lexington East Viaduct

Project Number: RRZ-TMT-1705(3)

Consultant: WSP USA Inc.

Control Number: 61457

Consultant PM: John Thomas, 402-323-6561, john.thomas@wsp.com

NDOT PC: Dan Rea, 402 479 4738, daniel.rea@nebraska.gov

Date: September 1, 2022

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PR	PM	SENG	ENG	AENG	SDES	PI	SPC	SUR	ADM	
I. Project Management		8									8
Project Management (Setup, Client coord)		8									8
II. Utility Coordination		54			2	2					58
1a Update Utility Plans					2	2					4
1b Template creation and email to each Utility		20									20
2. Coordination/followup with each utility		20									20
3. Summary Report		4									4
4. Agreement Information		10									10
<i>Total Days</i>		7.75			0.25	0.25					8
Total Hours		62			2	2					66.0

Project Cost & Breakdown

Preliminary & Final Design

Project Name: Lexington East Viaduct
Consultant: WSP USA Inc.
Consultant PM: John Thomas, 402-323-6561, john.thomas@wsp.com
NDOT PC: Dan Rea, 402 479 4738, daniel.rea@nebraska.gov
Date: September 1, 2022

Project Number: RRZ-TMT-1705(3)
Control Number: 61457

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal			
Project Manager	62	\$77.00	\$4,774.00
Sr. Engineer / Planner			
Engineer			
Assistant Engineer	2	\$41.58	\$83.16
Sr. Designer/Technician	2	\$43.18	\$86.36
Public Involvement Specialist			
Survey Party Chief			
Surveyor I			
Administrative			
	66	Subtotal	\$4,943.52

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	\$40.00
Mileage/Travel:	
Lodging/Meals:	

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$4,943.52
Labor Cost Escalation Factor for Multi-year Projects (if allowed): N	
Overhead @ 139.39%	\$6,890.77
Facility Capital Cost of Money (FCCM) @ 0.130% (labor costs x FCCM%)	\$6.43
Direct Expenses	\$40.00
Fee for Profit Rate @ 11.80%	\$1,396.45
TOTAL COST	\$13,277.17